

Bail Stories

The Division of Insurance has become aware of practices in the bail industry that violate Nevada laws or interpret Nevada laws in such a way that flagrantly takes advantage of consumers. Not only have consumers have been grossly harmed, there is a risk to public safety.

The following are summaries of some of the complaints the Division has received against bail licensees:

- Defendant was arrested for driving without a license. Bail was set at \$1,515. Premium was \$230. When the defendant failed to appear in court, the bail agent sent agents to the cosigner's home. The agents banged on the cosigner's door at 1am, searched her home even though she said she did not know where the defendant was, another agent took the car keys off her counter, then took off with her car. When she asked the other agent what they were doing, the agent said they were taking the car as collateral and that they were no longer interested in finding the defendant, that they just wanted the collateral. The cosigner came to the Division to complain. Upon review of the records, it became evident that the car was added to the contract at a later date because the cosigner did not have the car at the time she signed the contract and the car was financed. The bail agent sent the account to collections claiming \$3,453.45 was due.
- A bail agent hired people to enter a cosigner's home late at night, and the people started taking things claiming that the defendant failed to appear. The cosigner asked why they did not go retrieve the defendant who was at home. The people told the cosigner that they were not interested in taking the defendant back to jail because there was no money in taking her back to jail.
- A defendant was arrested for failure to pay traffic tickets. Bail was set at \$740. She paid \$117 in premium. When the defendant failed to appear in court, the bail agent took her car because the bail agent said she was not returning their calls. The car had not been provided as collateral because it was financed. The defendant appeared in court, the warrant was quashed, and the bond exonerated. The bail agent continued to harass the defendant claiming she owed him \$1,375 in fees and threatened to go to her home and take her personal property.
- Due to an administrative error at the court, a defendant erroneously went into warrant. The court quashed the warrant within two days, but the bail agent insisted the defendant breached his contract with him and owed him the face value of the bond despite the fact that the bond never was ordered forfeited.
- A defendant called the police after a bail agent arrived at her house. The bail agent showed the police a general power of attorney, and the police allowed the bail agents to proceed. Instead of apprehending the defendant to surrender her and request exoneration of the bond, the bail agent took personal property of the defendant, including a truck and motorcycle not titled in defendant's name.

- A cosigner to a bail agreement notified the bail agent that the defendant had left the country. The bail agent sent his agents to the cosigner's home at 9pm wearing vests like a SWAT team. One of the agents twisted the cosigner's arms behind his back, threatened to arrest the cosigner, then took truck keys out of the cosigner's pocket, and took off with the truck. The agents said they were there to take things. The agents entered the house, woke up the children and went through the house. The next day, the cosigner went to the police, but the police told the cosigner that they could not get involved without an attorney. The cosigner then went to the bail agent's office, while the office employees said the bail agent was coming, instead, the bail agent's office had the cosigner's daughter's car towed. Then later, the agents towed another car belonging to the cosigner's wife. The agents told the cosigner that they obtained all of the information about the cars through the DMV and that they would continue to take things.
- A bail agent posted a \$350,000 bail bond for defendant. After a year, the case had not yet been resolved and the bail agent demanded renewal payment of 15% and threatened to arrest the defendant if he did not pay. The defendant was able to have his bail reduced and engaged a different bail agent to post a bail bond. The first bail agent continued to harass the defendant claiming \$52,500 was owed for the "renewal". The bail agent sent agents to track the defendant and his cosigner, then took the cosigner's leased car. The police was called, but dismissed the matter as "civil".
- A bail agent sent agents from Nevada to Arizona, banged on the bedroom window at 1am for several hours, shining lights into the window, threatening the lives of the individuals inside the home without any evidence as to whether the defendant was inside.
- A cosigner bailed his girlfriend out of jail, paying \$2,700 to the bail agent, and leaving a check for \$20,000 as collateral. The bail agent cashed the check a week later, then refused to return the \$20,000 claiming that the bail agent was entitled to the \$20,000 because the defendant failed to come to the bail agent's office every day to sign in. After the criminal matter closed and the bond was exonerated, the bail agent refused to return the collateral to the cosigner.
- While two defendants were appearing before the judge for their case, two bail enforcement agents handcuffed the defendants. The judge called the bail enforcement agents and defendants, and explained to the bail enforcement agents that they would not be arresting the defendants. One of the bail enforcement agents started arguing with the judge, and she had him handcuffed and detained. A third bail enforcement agent appeared and started lecturing the judge on the law.
- A bail enforcement agent entered a fast food restaurant to talk to an employee, the girlfriend of a cosigner. The bail enforcement agent went behind the counter to the manager's office and started going through papers on the desk. The bail enforcement agent represented himself as a law enforcement officer. Because the bail enforcement agent came in wearing attire that closely resembled law enforcement's uniform, the people at the restaurant thought he was law enforcement.

- A bail enforcement agent entered a hotel property and demanded that the hotel/casino open the door to the room where he believed the defendant was staying, or that he would break the door down. The bail enforcement agent implied he was working with law enforcement and that he was acting under the authority of state law. The bail enforcement agent threatened to arrest the hotel employees.
- A bail enforcement agent and two colleagues went to a popular Las Vegas strip hotel to apprehend a defendant. Upon arriving to the hotel room floor, the bail enforcement agent and colleague waited for the defendant. When the bail enforcement agent tried to handcuff the defendant, the defendant resisted resulting in a scuffle. The defendant was assaulted by two of the three bail licensees present and tazed numerous times. The defendant was put in a wheelchair, where the assault continued. In the parking lot, the bail enforcement agent took photos of his “catch”.
- A bail agent posted bail for a defendant, who later went to the bail agent’s office, paid the premium of \$1,850, and signed some forms, including a general power of attorney. After a disagreement about collateral, the bail agent entered the defendant’s hotel room late one night, forcibly handcuffed her and dragged her to an awaiting vehicle. The bail agent had a gun drawn on the defendant the entire car ride, during which the bail agent forced the defendant to write him checks and withdraw money from an ATM. The bail agent then surrendered the defendant to the detention center. The bail agent recorded the GPOA with the county. Shortly thereafter, the defendant’s case was resolved and the bail bond exonerated. After the bail bond had been exonerated by the court, the bail agent seized the defendant’s car, which was not provided as collateral, went to the Department of Motor Vehicles, executed a bill of sale on the defendant’s behalf using the GPOA, sold the car, and kept the money.
- A bail agent posted a bail bond for a defendant for a bond premium of \$370.35 and charged an additional \$120 processing fee. The defendant failed to appear in court due to illness (she sent her brother to let the court know). A warrant was issued, but her attorney had the warrant quashed and the bond exonerated that same day. That night, the bail agent and his employees kicked the defendant’s door down, and held the defendant and her young children at gunpoint. They handcuffed the defendant and seized her car (valued at \$5,500), a new laptop, a video game console, and an iPhone. The defendant was then surrendered to jail, but released because the warrant had been quashed. Using the GPOA, the bail agent signed title of the car to his name and sold it, and kept the remaining items seized.
- A bail agent posted bonds totaling \$7,627. A week after posting bail, alleging that the defendant owed him \$742 in premium and fees, the bail agent and employees kicked in the defendant’s boyfriend’s front door, guns drawn, and demanded the defendant be produced. Using intimidation and coercion tactics, the bail agent handcuffed the defendant, drove her to his office where he held her for at least 24 hours. The bail agent offered to reduce the defendant’s alleged debt if she shared her meth or slept with him.



J-4



GENERAL POWER OF ATTORNEY

BOND(S) AND ALL REWRITES _____

TO ALL PERSONS, BE IT KNOWN, THAT I, _____ GRANTOR,
DO HEREBY MAKE AND GRANT A GENERAL AND IRREVOCABLE POWER OF ATTORNEY TO
_____, OR HIS ASSIGNS, AND DO THERE UPON CONSTITUTE AND APPOINT SAID
INDIVIDUAL AS MY ATTORNEY-IN-FACT.

MY ATTORNEY-IN-FACT SHALL HAVE FULL POWERS AND AUTHORITY TO DO AND UNDERTAKE ALL ACTS ON MY BEHALF THAT I COULD DO PERSONALLY, WITH FULL POWER OF SUBSTITUTION AND REVOCATION, INCLUDING BUT NOT LIMITED TO BY SAID AUTHORITY THE RIGHT TO SEIZE, SELL, DEED, BUY, TRADE, LEASE, MORTGAGE, ASSIGN, RENT, OR DISPOSE OF ANY PRESENT OR FUTURE REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, MOTOR VEHICLES, BOATS, MOTORHOMES, AIRPLANES, TRAILERS, SEA-DOOS, JETSKIS, ATVS, ETC; THE RIGHT TO EXECUTE, ACCEPT, UNDERTAKE, AND PERFORM ANY AND ALL CONTRACTS UNDER MY NAME, THE RIGHT TO RETAIN AN ACCOUNTANT, ATTORNEY OR OTHER ADVISOR DEEMED NECESSARY TO RETIRE DEBTS AS A RESULT OF THIS BAIL CONTRACT, SUCH DEBTS INCLUDE, BUT NOT LIMITED TO, UNPAID PREMIUMS, FULL AMOUNT OF SAID BOND(S) IF FORFEITED BY THE COURT, ANY AND ALL EXPENSES, ANY INVESTIGATION FEES AS A RESULT OF VIOLATING ANY CONDITIONS SET FORTH BY THIS BAIL CONTRACT, SUCH FEES BILLED AT A RATE OF NO LESS THAN \$200 PER HOUR WITH A 2 HOUR MINIMUM; THE RIGHT TO ACCESS AND SEIZE ALL ACCOUNTS, INCLUDING BUT NOT LIMITED TO, BANK SAVINGS, CHECKING, RETIREMENT, CERTIFICATES OF DEPOSIT, SAFE DEPOSIT BOX (ES), LIFE INSURANCE POLICIES, STOCKS, BONDS, MUTUAL FUNDS, TAX REFUNDS, PAY ROLL CHECKS, UNEMPLOYMENT CHECKS, DISABILITY CHECKS, ROYALTY CHECKS ETC; UNTIL ALL DEBTS ARE RETIRED, ANY CASH AND/OR JEWELRY THAT I MAY HAVE ON MY PERSON AT TIME OF BEING CONTACTED OR ARRESTED, OR OTHERWISE AS A RESULT OF SAID BREACH OF CONTRACT MAY BE SEIZED FROM MY PERSON AND APPLIED TO RETIRE SAID DEBTS. I FURTHER AUTHORIZE MY ATTORNEY-IN-FACT, OR HIS ASSIGNS, TO ENTER MY DWELLING, WHETHER OR NOT I AM LISTED ON THE LEASE OR MORTGAGE, IN ORDER TO SEIZE ANY OF MY PROPERTY, REAL OR PERSONAL, TO BE APPLIED TO RETIRE ANY DEBTS. WITH RESPECT TO ANY OBLIGATION BETWEEN MYSELF AND OBLIGATOR AND THE AGENCY, IT IS CLEAR AND EXPRESSED INTENTION THAT ANY DEBTS INCURRED AS A RESULT OF A BREACH OF CONTRACT BE RETIRED BY WAY OF THIS POWER OF ATTORNEY-IN-FACT HAS FULL AUTHORITY TO RETRIEVE ANY OUTSTANDING DEBTS AS HE OR SHE DEEMS NECESSARY.

FOR PURPOSE OF SECURING ANY AND ALL AMOUNTS WHICH MAY COME DUE UNDER THIS OBLIGATION, I UNDERSTAND THAT THIS AGREEMENT AUTHORIZES _____ OR HIS ASSIGNS, TO PLACE HIS/ITS NAME ON MY VEHICLE TITLE AS LIEN HOLDER FOR THE PURPOSE OF PERFECTING THIS SECURITY INTEREST. I FURTHER AGREE THAT IN THE EVENT I ACQUIRE ANOTHER VEHICLE PRIOR TO SATISFYING THIS OBLIGATION IT TOO SHALL SECURE MY DUTIES UNDER THIS OBLIGATION.

THIS POWER OF ATTORNEY SHALL NOT BE EFFECTED BY DISABILITY OF THE GRANTOR, UNTIL _____, OR HIS AGENTS HAVE BEEN PROVIDED WITH AN ORIGINAL AND VERIFIED CERTIFICATE OF DISCHARGE AND OR EXONNERATION BY THE COURT OF JURISDICTION ON THE SURETY OF BOND(S) LISTED ABOVE, AND ALL FINANCIAL OBLIGATIONS BY THE GRANTOR HAVE BEEN MET, THIS POWER OF ATTORNEY SHALL REMAIN IN FULL FORCE.

GRANTOR DATE _____ / _____ / _____

ATTORNEY-IN-FACT DATE _____ / _____ / _____

SIGNED AND SWORN TO BEFORE ME

NOTARY PUBLIC
IN AND FOR CLARK COUNTY, STATE OF
NEVADA BY _____
THIS _____ DAY OF _____ 20____

SIGNATURE OF NOTORIAL OFFICER

OFFICE:

FAX:

FILL IN AUTHORIZATION REQUEST

Defendant: _____

Bond No(s) _____ / _____ / _____
_____ / _____ / _____
_____ / _____ / _____

The undersigned, being guarantor on the reference ball bonds, hereby authorize
or any of his agents, representatives, or employees, to fill in and insert the
property description or any other pertinent information on the deed of trust, ball bond agreement,
Promissory note or any other ball related document pertaining to the ball bond(s) which undersigned
executed in blank in connection with posting the said bond(s).

Dated this _____ **Day of** _____ **20** _____

Guarantor's Name Print

Guarantor's Signature

Guarantor's Name Print

Guarantor's Signature

Defendant Name Print

Defendant Name Signature

State of Nevada county of Clark

On this _____ day of _____ 20 _____, before me personally came the
grantor to me known to be the individual in, and who executed the foregoing statement,
authorization to fill in ball bonds forms and duly acknowledge to me that he/she executed same.

My commission expires: _____

Notary Signature _____

FEES SCHEDULE

Voided Bond Fees:	\$25
Notary Fee:	\$5
Property Storage:	\$2 per day
Vehicle Storage:	\$15 per day
Forfeiture:	\$300 per bond
Late Fee on Payment:	5% of the premium
Processing Fee:	2.0%
Certified Copies of bonds:	\$15
Court Minutes:	\$15
Investigating Fees:	\$175 per hour
Towing Fees:	Start at \$250
Vehicle Recovery:	Repo start at \$400
Attorney Fees:	Per Case

BREACH OF CONTRACT: LOSS OF PART OR ALL COLLATERAL PLUS EXPENSES IF APPLICABLE.

DATE CO-SIGNER'S NAME (PRINT) SIGNATURE

DATE DEFENDANT'S NAME (PRINT) SIGNATURE

The following fees will be incurred when necessary and applicable upon a Breach of Contract and/or Forfeiture Notice Issued. **ABOLUTELY NO COLLATERAL WILL BE RETURNED UNTIL THESE FEES ARE PAID IN FULL.** Unpaid amounts will be sent to our Collection Agency and wages will be garnished for non-payment.

_____	<i>Early Bond Surrender/ In- Custody Bond Surrender</i>	\$300
_____	<i>Change of Co-Signer or Collateral</i>	\$400
_____	<i>Breach of Contract</i>	\$300
_____	<i>Motion for a New Court Date</i>	\$10 PER BOND
_____	<i>Forfeiture Notice (NOI)</i>	\$300/EA ADD \$50
_____	<i>Certified Copies of Bond/ Court Minutes</i>	\$20 EA
_____	<i>Voided Bond Fees</i>	\$20 PER BOND
_____	<i>Pick Up Fees Local Minimum</i>	\$300 OR 10%
_____	<i>Pick Up Fees Outside of Clark County</i>	\$600 OR 20%
_____	<i>Investigation Fees</i>	\$200 PER HOUR
_____	<i>Attorney Fees for Exonerations of Bonds</i>	\$250 MINIMUM
_____	<i>Storage Fees for Vehicles</i>	\$10 PER DAY
_____	<i>Towing Expenses</i>	\$150
_____	<i>Vehicle Recovery Fee</i>	\$400
_____	<i>Vehicle Title Recovery Fee</i>	\$100
_____	<i>Collateral Recovery Fee</i>	\$300
_____	<i>Late Check-In</i>	\$10 PER DAY
_____	<i>Deed of Trust Reconveyance</i>	\$25

Defendant's Signature

Co-Signers Signature

FEE DISCLOSURE

AS OF OCTOBER 1st, 2003 THE STATE OF NEVADA REQUIRES A 15% PREMIUM CHARGE ON ALL BAIL BONDS. THIS PREMIUM IS NON-REFUNDABLE, ADDITIONAL FEES ARE AS FOLLOWS, PLEASE READ AND INITIAL EACH ITEM:

Cosigner, Defend

- 1.) _____, _____, **VOIDED BONDS \$100.00**
- 2.) _____, _____, **FORFEITURE NOTICES FOR FAILURE TO APPEAR \$250.00 PER BOND**
- 3.) _____, _____, **LOCAL PICKUPS \$1000.00 OR 10% WHICHEVER IS GREATER**
- 4.) _____, _____, **INVESTIGATIONS \$150.00 AN HOUR**
- 5.) _____, _____, **IN CUSTODY SURRENDERS \$500.00**
- 6.) _____, _____, **OUT OF STATE PICKUPS ARE AT LEAST 20% OF THE BOND. UP TO 2 TIMES THE BOND AMOUNT, PLUS EXPENSES.**
- 7.) _____, _____, **ALL DEFENDANTS MUST COMPLETE PAPERWORK WITHIN 24 HOURS OF RELEASE OR PAY A LATE FEE OF \$50.00 PER DAY.**
- 8.) _____, _____, **THERE IS A 15% ANNUAL FEE IF THE BOND IS HELD ACTIVE BY THE COURT FOR MORE THAN A YEAR. THIS SERVES AS NOTICE.**
- 9.) _____, _____, **LATE FEES FOR NON PAYMENTS ARE 100 PER MONTH PLUS 15% INTEREST ON FULL BALANCE.**
- 10.) _____, _____, **IF THE ACCOUNT IS TURNED OVER TO COLLECTIONS THERE IS A 50% COLLECTION CHARGE.**
- 11.) _____, _____, **VEHICLE STORAGE \$10 PER DAY PER VEHICLE**

I HEREBY CERTIFY THAT I HAVE READ THE APPLICABLE FEES AND TAKE FULL RESPONSIBILTY FOR THE DEFENDANT'S COMPLIANCE WITH ALL CONDITIONS OF THE BOND AND WILL PAY ALL FEES FOR NON-COMPLIANCE. I UNDERSTAND THAT I AM LIABLE FOR THE DEFENDANT'S APPEARANCES ON TIME AT ALL COURT DATES IN THIS CASE.

Defendant

DATE

Indemnitor

DATE

Indemnitor

DATE

Signed and sealed before me this _____ day of _____.

Notary Public

BAIL BONDS

Las Vegas, NV

~~FAZ~~

The following fees will be incurred upon not complying with defendant responsibility form, false or misleading information on the application, Bench Warrant and/or Forfeiture Notice issued.

ABSOLUTELY NO COLLATERAL WILL BE RETURNED UNTIL THESE FEES ARE PAID IN FULL AND ALL BONDS ARE EXONERATED

Unpaid fees will be sent to a Collection Company and wages could be garnished.

	MINIMUM	PER BOND
EARLY BOND SURRENDER/CHANGE OF CO-SIGNER	(\$400.00)	\$ _____
IN CUSTODY BOND SURRENDER	(\$400.00)	\$ _____
ANNUAL BOND RENEWAL	15% BOND AMOUNT	\$ _____
MOTION FOR A NEW COURT DATE	(\$200.00)	\$ _____
FORFEITURE NOTICE	(\$45) PER BOND	\$ _____
CERTIFIED COPIES OF BOND	(\$25.00)	\$ _____
COURT MINUTES	(\$35.00)	\$ _____
P/U FEES (LOCAL)		
*** ANY BOND \$3000 AND UNDER	(\$400.00)	\$ _____
*** ANY BOND OVER \$3,000 (15% AMOUNT OF BOND)		\$ _____
P/U FEES OUTSIDE OF CLARK COUNTY		\$ _____
25% MINIMUM OF THE BOND AMOUNT		
P/U FEE EXPENSES	(AMOUNT VARIES)	\$ _____
INVESTIGATION FEES	(\$200.00 PER HOUR)	\$ _____
ATTORNEY FEES FOR EXONERATION OF BOND	(\$250.00 MINIMUM)	\$ _____
STORAGE FEES FOR REPOSSESSION OF A VEHICLE	(\$20.00 PER DAY)	\$ _____
TOWING EXPENSES	(\$350.00)	\$ _____
VEHICLE RECOVERY / BOOTING	(\$350.00)	\$ _____
PAID FORFEITURE		\$ _____
PREMIUM BALANCE OWED		\$ _____
	TOTAL OWED	\$ _____

INDEMNITOR	DATE
DEFENDANT	DATE



OFFICE OF THE ATTORNEY GENERAL

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FOR IMMEDIATE RELEASE
DATE: May 15, 2013

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ATTORNEY GENERAL MASTO ANNOUNCES TWO LAS VEGAS BAIL BONDSMEN ARRESTED FOR ROBBERY WITH A DEADLY WEAPON

Defendants Broke Down One Victim's Door, Held Her and Her Three Children at Gunpoint

Las Vegas, NV – Nevada Attorney General Catherine Cortez Masto announced the arrest of John Kevin McCabe, 61, of Las Vegas, and Charles McChesney, 48, of Las Vegas. McCabe was taken into custody on an arrest warrant issued out of Las Vegas, Nevada on May 13, 2013. McChesney was arrested on May 15, 2013.

McCabe is a licensed resident bail agent who runs Boomer's Bail Bonds a.k.a. AAABeduation Bail Bonds in Las Vegas, Nevada. McChesney is a licensed bail enforcement agent operating under the name Justice Inc. in Las Vegas, Nevada.

"The arrest of the bail bondsmen sends a clear message that the severity of their alleged crimes will simply not be tolerated," said Masto. "The defendants will be held accountable for breaking the law. My office will continue our partnership with Nevada Division of Insurance to help protect those residing in the Silver State."

The arrest came as a result of a joint investigation of the Nevada Division of Insurance and the Nevada Attorney General's Office, Bureau of Criminal Justice.

"Bail (surety) Bonds are an insurance product that are regulated by the Nevada Division of Insurance," said Nevada Insurance Commissioner Scott Kipper. "As a consumer protection agency our mission is to protect the rights of Nevada consumers when they purchase bail bonds or other types of insurance products. This case initially began as a consumer complaint with the Division of Insurance. After a review of the complaint and an investigation into the activities of Mr. McCabe and Mr. McChesney, the Division decided it would be appropriate to pursue administrative penalties. Our office determined that there may also be criminal activities and referred the case to the Attorney General for further investigation."

McCabe is charged with having committed the crimes of two counts of kidnapping in the first degree, one count of robbery with use of a deadly weapon, two counts of robbery, five counts of burglary, one count of extortionate collection of debt with use of deadly weapon, two counts of extortionate collection of a debt, one count of invasion of the home, one count of assault with use of deadly weapon, three counts of grand larceny, and one count of theft in the amount of \$2,500.00 or more.

McChesney is charged with having committed the crimes of one count of robbery with use of deadly weapon, one count of assault with use of deadly weapon, one count of extortionate collection of debt with the use of a deadly weapon, one count of invasion of the home, one count of burglary, and one count of grand larceny.

The complaint alleges that on or about June 18, 2010, McCabe, acting as a bail agent, entered into a bail agreement with a client. McCabe allegedly charged over \$14,000.00 to her credit cards without prior authorization. After his client stopped the unauthorized charges, McCabe allegedly kidnapped her from her room at Budget Suites and held her in his vehicle for approximately about three hours demanding that she provide him money and other personal property. The complaint also alleges McCabe forced his handcuffed victim to sign personal checks naming him as payee and compelled her to give him her bank debit card and personal identification number, all of which he used to withdraw money from her bank accounts.

Additionally, the complaint alleges that on or about January 21, 2011, McCabe, acting as a bail agent, entered into a bail agreement with another female client. McCabe had her sign various documents, including a Power of Attorney. McCabe and McChesney allegedly broke down the client's door and held her and her three young children at gunpoint while taking her personal property, including a laptop computer, video game console and the client's vehicle.

Finally, the complaint alleges that on or about April 8, 2012, McCabe, acting as a bail agent, entered into a bail agreement with a third female client. McCabe had her sign several documents, including a Power of Attorney. McCabe allegedly kidnapped this victim for over a 24 hour period in order to extort money and property from her.

A complaint is a statement of charges and is not evidence of guilt. The defendants are presumed innocent until their guilt is proven in a court of law.

If anyone has information about these incidents or others like it, it is requested that they contact the Nevada Attorney General at <http://ag.nv.gov> to submit a written complaint or the Nevada Division of Insurance at <http://doi.nv.gov>. This case is a joint investigation of the Nevada Attorney General and Division of Insurance and is being prosecuted by Senior Deputy Attorney General Jeffrey H. Segal and Deputy Attorney General Sarah E. Overly.



John Kevin McCabe

(Photos courtesy of Las Vegas Metropolitan Police Department)

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I-Team: Bounty Hunters Burst Into Local Day Care

Over the past several months the *Eyewitness News I-Team* has been bringing you stories about the local bounty hunter industry. **Under Nevada law** (<http://www.leg.state.nv.us/NRS/NRS-697.html#NRS697Sec325>), bounty hunters have a wide latitude to burst into private property while doing their jobs.

The first stories on bounty hunters involved incidents of them bursting into private homes. But then *Eyewitness News* received a call that had to be checked out to be believed.

A team of bounty hunters burst into to a local day care center full of dozens of children in order to gather personal information about one child's mother. That mother was not even there at the time. And it was all caught on a dramatic 911 tape exchange between the center's director and Metro Police.

At the Heartworks Family Center, games, painting and reading are some of the main activities for the kids. The staff keeps a close eye on their charges. But they never imagined they would have to protect the kids from bounty hunters.

"A man came in the door, and he didn't say who he was. He didn't say hello, he didn't say anything. He had a huge badge; he threw it in my face, and he said 'I'm here and I want to see your files and I want to see your kids. And then he said 'bounty hunter,' " said Theresa Sabatino, director of the Heartworks Center.

Sabatino was at the front counter when three bounty hunters burst in on Nov. 7, 2005, at about 1 p.m. "So I just said 'you're not getting near our children, you are not getting near our files.' And he said I am going to arrest you -- do you get who I am? I said 'I don't care who you are. You know, I really don't care who you are,' " she said.

"He took out a Nevada Revised Statute that he had written on a card, and he threw it at me. And then said 'I am going to take you down, I have had it. I am going to take you down.' And he patted holster, and he had a gun," Sabatino explained.

Sabatino then called 911, explaining a bounty hunter was inside the front office as more than 60 children were on site being cared for that day.

Theresa Sabatino/911 Call: And he is looking through my paperwork that is confidential. He said his going to arrest us.

Metro 911: He says he is a bail bondsman?

Theresa Sabatino/911 Call: Yes.

As officers were on the way, you can hear on the 911 tape Sabatino comforting her co-workers.

Theresa Sabatino/911 Call: Come on, honey. I know, it's OK.

Unknown Voice: It's confidential paperwork!

Theresa Sabatino/911 Call: I know that, and my father will deal with this later, OK?

Theresa Sabatino/911 Call: Hello, are you there?

Metro 911: Hang on a second.

Theresa Sabatino/911 Call: It's escalating.

Theresa Sabatino/911 Call: Stop, stop, stop, stop!

Metro 911: Is he armed, ma'am?

Theresa Sabatino/911 Call: I'm sorry.

Metro 911: Is he armed?

Theresa Sabatino/911 Call: I believe so. He is a bounty hunter, he's got three of them here and there's one in the front of my building. They are after one of the women here who is a parent. Okay, I am sorry, but he is violent.

Under Nevada law bounty hunters are legally able to make forced entry into private property to arrest fugitives.

Theresa Sabatino/911 Call: I can't have this here. This is a child care center for God's sake. They have her contact numbers; they need to do this elsewhere. He is threatening to arrest all of us now.

Sabatino then breaks down and begins to cry on the 911 tape.

Theresa Sabatino/911 Call: I'm sorry it is just that I have 60 children here that I am responsible for and a staff of seven and the man is standing there telling us -- he's refusing to leave my building and he says he is going to put my child care director's hands behind her back and arrest her.

Sabatino wrote to state and local lawmakers about this incident and received no reply.

The **state law on bounty hunters** (<http://www.leg.state.nv.us/NRS/NRS-697.html#NRS697Sec325>) was last updated in 1999. The power allowing bounty hunters to enter private property was left untouched. But Sabatino continues to wonder how is this allowed?

"This is wild, wild, wild, west and I think -- I hope we have come far enough now that people have to be held accountable for what they do and what they did that day was unconscionable. It really was, it was horrible," Sabatino said.

The bounty hunter involved in this incident is Christopher Ball from Silver State Recovery in Henderson. Ball does have a state-issued bail agent license. The *I-Team* spoke to Ball several times on the phone over two weeks, and he initially agreed to do an interview about this case. But then he stopped taking the *I-Team's* calls and did not return two follow-up messages.

Metro Police were sent to the Heartworks Family Center but, in the end, there was nothing they could do because officers on the scene determined no laws had been broken.

In order to get a license, bail enforcement agents -- or bounty hunters -- in Nevada need two weeks of training both in the classroom and in the field. They also must pass a written exam. But industry veterans admit that training does not weed out all of the bad operators nor prevent otherwise good agents from making bad decisions.

Email your comments to Investigative Reporter Mark Sayre.
(<mailto:msayre@klastv.com>)

7 bounty hunters charged after killing wrong man in Tenn

WFMY 7:17 AM, EDT May 08, 2017



(Photo: Police line -- file photo, Custom)

NASHVILLE, Tenn. (AP) — Seven bounty hunters who descended on the wrong car outside a Wal-Mart have been indicted on first-degree murder charges in the killing of an unarmed man and the wounding of another, Tennessee police announced Wednesday.

The charges come after a chaotic scene in Clarksville on April 23, where police said the bounty hunters shot at the four people in the sedan and chased them for seven miles.

Not one of the men in the sedan was wanted on outstanding charges.

In fact, the Clarksville bounty hunters were looking for someone else, and there is no indication that any of the victims fired at the defendants or were even armed, police spokesman Jim Knoll said in an email.

Bail bondsmen are empowered to hire or act as bounty hunters to bring in people who violate the terms of jail bonds, but they can't use deadly force unless it's self-defense.



Killed was 24-year-old Jalen Johnson, a father of three from Clarksville. His family called him an innocent man who died in an act of terrorizing violence.

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Johnson's uncle, Toni Jenkins, told The Associated Press that his nephew and the three men in the car with him had no idea why people would suddenly block their car in the Wal-Mart parking lot. Fearing an attack by gang members, they tried to flee.

The bounty hunters, Jenkins said, started shooting in the parking lot and continued to fire on them during the chase, even ramming the Nissan along the way.

Clarksville police would not confirm or deny these details, but authorities have said they are troubled by how the bounty hunters put people at risk.

The Montgomery County grand jury charged all seven men with first-degree felony murder, three counts of attempted second-degree murder, three counts of especially aggravated kidnapping, attempted especially aggravated kidnapping, four counts of aggravated assault, employing a firearm in commission of a dangerous felony and felony reckless endangerment, police said.

Some of the men charged were bonding agents and others were strictly bounty hunters, Knoll said.

The men charged include: William L. Byles, 31; Kenneth Chiasson, 38; Antwon D. Keesee, 32; Jonathan Schnepf, 31; Roger D. West, 31; Prentice L. Williams, 34 and Joshua Young, 27.

They do not yet have court dates or attorneys listed, the Montgomery County Circuit Court Clerk's office said.

All the men are from Clarksville, a city about 50 miles (80 kilometers) northwest of Nashville near the Kentucky state line.

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	Submitted by	Item	Section	Issue	Response
1	ABC	(1)	Sec. 4	The "bail transaction" is defined too narrowly, and should instead be "the charging of a fee and the execution of an undertaking of a bail bond."	DOI's definition is broad enough to encompass everything related thereto--there is more than just charge and posting the bond; "the charging of a fee" is awkward; the "fee" portion is added to the definition of bail agent, Section 12.
2	ABC	(2)	Sec. 6	Should include "and accused of a crime."	Does not seem essential, but DOI inserted it.
3	ABC	(3)	Sec. 7	Surety insurer is defined too narrowly and should include those insurance companies licensed in chapter 690(4) (c).	DOI made this broader by adding a general allowance for any company that qualifies pursuant to Comm'r regulations; there is no such 690(4)(c) statute (DOI understands this to mean 694C)
4	ABC	(4)	Sec. 8	Current law already limits liability on the bond to "full accounting and payment to the person entitled thereto of money, property, or other matters coming into the licensee's possession through the bail bond transaction." This section appears to have an alternate standard. This issue is already covered in current law. Subsection 1 should be deleted.	DOI eliminated this section. This was not an alternate standard--it took language used in other parts of the Insurance Code to make the procedure consistent, and give potential claimants a process to follow.
5	ABC			Subsection 2, the word person should be changed to "party to a bail transaction."	DOI eliminated this section. This was to protect any party who may be impacted, as well as all licensees, by having a bond to cover liability.
6	ABC			Subsection 4, delete "partial payment of a claim" through unpaid "balance." This is already covered in current law.	DOI eliminated this section. This was to ensure anyone harmed could take alternate action to be made whole if the bond did not fully cover the loss.
7	ABC	(5)	Sec. 9	This section should be deleted, because the law on entries is settled law. At a minimum, the section should be clarified.	<p>Most states, by enacting provisions regulating bail, have superceded common law; currently, in Nevada, there are limitations on entries under NRS 697.325; these provisions and amendments address certain abuses and practices, while protecting the public and the licensees; this section is intended to make it easier to understand the limitations on entries for bail enforcement agents and law enforcement, and provides reasonable restrictions to ensure public safety; these limitations are not unreasonable given that Nevadans have the right to use deadly force to protect themselves, loved ones, and property; the notice to law enforcement was intended to be the safeguard, but that is not working</p> <p>All violations of this section (and chapter) are currently considered misdemeanors--the section clarifies that continued violations related to entries will result in escalating criminal penalties.</p>

J-19

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8	ABC			Subsection 1(a): "without consent ..."	DOI added "locate," to allow information to be shared; cannot add "without consent" as it would allow a BEA to enter for a reason other than to locate, apprehend, and surrender a defendant--there is no other reason for a BEA to enter a location in relation to a skip; this is intended to target the abuse of entering a location for the purpose of taking property and apprehending a defendant for surrender without good cause.
9	ABC			Subsection 1(b): "Enter the inhabited dwelling of a third party without the reasonable belief that the defendant is immediately present at the time of entry."	Consent of a lawful occupant protects BEA from somebody who may be defending him/herself or property, as well as the person inside from unjustifiable intrusion; if someone inside shoots, that person suffers potential criminal consequences; in many cases, children are present, so forced entry creates other issues; the "reasonable belief" standard is not sufficient because, often, licensees have nothing to substantiate the entry and in many cases, the licensee knew the defendant was not present, but entered for other reasons; a standard for entry is essential.
10	ABC			Subsection 1(c): The intent of who has "authority" to authorize is unclear and flows from an agency relationship of which the agent is unaware and is not immediately verifiable. Thus, the section should be amended to state that the agent who has "apparent authority," and also add that a peace officer can authorize entry by adding "or a peace officer" at the end of the sentence.	Amended to say "the business owner or an agent of the business with apparent authority"; granting authority for a peace officer to authorize entry could create issues with acting "under color of state law"
11	ABC			Subsection 1(e): delete. This unnecessarily criminalizes the insurance code. Impersonating a peace officer is settled criminal law, and the Division can revoke licenses for such violations.	This section targets abuses--it explains to licensees that there is a consequence for implying they are law enforcement; this does not criminalize the insurance code, as this criminal consideration already exists in NRS 697.325 and -.370, making a violation of the chapter a misdemeanor; again, it also protects BEAs from acting under the color of law, which imposes restrictions on how people can be located and apprehended; relying on waiting for a criminal conviction with a higher burden of proof affects DOI's ability to protect consumers.

J-20

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	Submitted by	Item	Section	Issue	Response
12	ABC			Subsection 1(f): intent is unclear and unnecessary. Delete "or otherwise use."	The intent is to target the issue of unlicensed persons engaging in apprehension and surrender--only a licensed BEA may engage in activities to locate, apprehend, and surrender; DOI recognizes the difference between forced apprehension and voluntary surrender, which will be published in a bulletin; DOI amended the language from "otherwise use" to "allow" because the intent was not to limit information gathering, but to restrict who is engaged in the actual process of locating, apprehending, and surrendering a skip.
13	ABC			<p>Subsection 1(h): delete. If the use is otherwise lawful, then the department should not be deciding what "reasonable force" means as that is a well settled term of art in arrest laws. There may be times when the use of such devices is reasonable and will result in less force being used.</p> <p>At a minimum, the restriction should not apply to people "other than a bail enforcement agent" because it authorizes a bail enforcement agent to only use the stun gun on himself.</p>	<p>As it relates to the license, DOI decides whether force is reasonable when there's an allegation of excessive force; DOI amended the language from just tasers to all weapons set out in NRS 193 and 202; DOI recognizes that there may be times when the use of weapons is reasonable, and that is why this provision is included; however, licensees are not law enforcement, and licensees need to understand that there are standards governing weapons, therefore, the relevant statutes are cross-referenced; moreover, only licensees with proper training (i.e., BEAs) would be permitted to use weapons in their duties.</p> <p>DOI deleted the provision in the amendment that says "other than the bail enforcement agent" because it did not make sense.</p>
14	ABC			Subsection 3 is not clear--the idea that the agent needs reasonable, credible and demonstrable evidence is too strict. This is defined in the code elsewhere as reasonable belief. Instead that portion should be struck, and replaced with: "...in which the owner or other lawful occupants reside."	DOI moved the language about a BEA having reasonable, credible, and demonstrative evidence for better context to subsection 1; this standard is essential to address the most common abuse of licensees entering homes for the purpose of taking property from defendants and indemnitors; the standard is not too strict, and ensures some level of confidence in the evidence; the converse, entering at any time without any evidence that the defendant is present, is too broad and puts the public at risk and has resulted in tremendous abuses

J-21

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	Submitted by	Item	Section	Issue	Response
15	ABC	(6)	Sec. 11	Clarification that it should be "Chapter 178 Sec. 484 ..." Also the phrase "to secure or continue the release from custody and" as the function of a bail bond is to guarantee the appearance of the defendant in a criminal proceeding.	DOI removed the specific reference to NRS 178 because there may be additional authority under which a court may impose conditions on bail. DOI eliminated "continue the release" to target an abuse because it implies that a separate bond can be secured to continue the release; BAs have cancelled bonds on defendants only to turn around an repost a bond in order to collect 15% again
16	ABC	(7)	Sec. 12	Clarification of what power of attorney means in this context. After "power of attorney to" add, "act on behalf of the surety insurer in bail transaction to..."	This proposed change was in the original bill--not sure what is requested here.
17	ABC	(8)	Sec. 13	Needs further clarification. It should read as follows: "Bail Enforcement Agent" means a person who contracts with or is employed by a surety insurer or bail agent to enforce the terms and conditions established by a court or governmental agency of a defendant's release from custody on a bail in a criminal proceeding or the terms and conditions of a contract entered into with a surety and to locate and apprehend a defendant solely for the purpose of surrendering the defendant into custody."	This is intended to target a significant abuse--threatening to take someone back to jail on arbitrary conditions; a court establishes the conditions of release because the court determines the public safety component and what is reasonable and allowable by law.
18	ABC	(9)	Sec. 14	Needs clarification that a general agent could be a corporation. Thus "person" should be changed to "corporation." So a general agent could be properly defined thus as an "individual or corporation."	"Person" in Nevada includes "corporations"; DOI already issues general agencies licenses; Section 23 sub 2.
19	ABC	(10)	Sec. 18	This has constitutional problems because it requires a waiver of all constitutional rights to privacy and gives the regulator a blank check to order as many psychological evaluations and drug tests with absolutely no safeguards or no level of any suspicion required. No other state requires this. If the person is unfit, then there will be specific conduct. Controlled substances convictions are grounds for revocation of a license, as would be a complaint for a consumer or member of the public. For these reasons, all of the new language on page 7, lines 39-45 through lines 1-9 on page 8, should be deleted.	DOI removed this provision.
20	ABC			Subsection 3 should change to 2 and recognize the right to due process in licensing proceedings and state "The Commissioner may deny an application for, or after due process, refuse . . ."	A person may request a hearing whenever he/she feels aggrieved by an act of the Comm'r under 679B.310; DOI added a provision under Section 42 sub 2 to clarify this

J-22

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	Submitted by	Item	Section	Issue	Response
21	ABC	(11)	Sec. 19	The "after due process language" should also be added in, line 9 of page 9 as well.	A person may request a hearing whenever he/she feels aggrieved by an act of the Comm'r under 679B.310; DOI added a provision under Section 42 sub 2 to clarify this
22	ABC	(12)	Sec. 20	Also want to add "after due process" to line 28 of page 10. Also on line 30 of page 10.	A person may request a hearing whenever he/she feels aggrieved by an act of the Comm'r under 679B.310; DOI added a provision under Section 42 sub 2 to clarify this
23	ABC			In addition, while we are arguing that the psychological evaluation and random drug testing is inappropriate as covered elsewhere, given the unique separation of bail recovery from the writing of bail in Nevada, we understand the reason why the psychological evaluation and/or drug testing should be required if your exclusive license regards the making of arrests. Yet, as drafted there are no safeguards, exposing this to constitutional problems. We would suggest that the standard should be "reasonable belief and credible evidence." Thus, on line 19 of page 10 "...reasonable believe and credible evidence." Line 23, add "when the commissioner has a reasonable believe and credible evidence that the person is using a controlled substance,..."	DOI removed this provision, but added it back as a condition of licensure.
24	ABC	(13)	Sec. 21	Top of page 12. Delete "an applicant may complete 80 hours of training required by this subsection by completing 16 hours of training each weekend for 5 weeks." The statute does not need to be this specific--this a regulatory issue for the Division to specify the nature and time of the training.	DOI removed this provision.
25	ABC			On line 23, delete "on behalf of a surety insurer." A surety insurer can separately engage, but the bail agent is engaging on their own behalf.	DOI removed this provision because it is incorporated in the definition.
26	ABC	(14)	Sec. 22	Page 12, line 28, strike "bonds" and substitute with "transactions." There is more to the transaction than just "bail bonds."	DOI changed to "transactions".
27	ABC	(15)	Sec. 25	This section, absent an amendment, will eliminate bail recovery agents in Nevada. Thus, when a defendant absconds, there will be no bail recovery agents to chase them down in Nevada or other states and bring them back to justice. The reason is that no one will write a bail enforcement surety bond, and certainly not in the amount of \$100,000. There is currently no requirement for such a bond. In addition, there is no reason to increase the current licensing bonds. They should remain in their current amounts.	The bond was intended to protect both licensees and the public; BEAs are currently personally liable for their acts; BA bond amount is not sufficient for the bail bond liability BAs write; if the licensees wish to maintain personal liability for errors and omissions, then DOI will retract bonding requirements

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28	ABC			Finally, the changes in subsection (2), beginning on line 9-16, are an unnecessary restatement of current law that should be eliminated in order to not create unnecessary confusion. The current section (2) should be amended to any person "that is a party to a bail transaction ."	DOI removed bond amount change for BAs and requirement for BEAs; the added language clarifies that the bond exists to cover damages resulting from the acts, omission, or conduct of a bail licensee; the bond is also intended to protect anyone (including innocent third parties) affected by the acts, omissions, or conduct of a bail licensee, not just a party to a bail transaction.
29	ABC	(16)	Sec. 28	On line 36, "revoke" should be "suspend," recognizing that immediate revocation without due process is constitutionally problematic, and there could be justifiable reasons why the scenario in this section could occur. Once in compliance, an agent should not have to then get a new license.	This is the standard for all persons licensed under title 57, including bail licensees; intent was to make sure licensees understand the consequence of not filing a change of address; DOI has to be able to reach a licensee and the burden cannot be on DOI to find the licensee.
30	ABC	(17)	Sec. 30	Subsections (4) and (5) which are on lines 17-23 are contrary to the power given by sureties to agents and will create a new font of liability that is inconsistent with current law. There is no problem to be solved here. Current law covers this. These new subsections should therefore be deleted.	This is not creating a new level of liability--the liability already exists; in bail, the surety insurer is liable to the court when a forfeiture occurs; the surety insurer indemnifies itself making an appointed bail agent responsible; however, if a bail agent fails to pay the court, the surety insurer is ultimately responsible to the court; this section is intended to codify the common law agency relationship that exists between the surety insurer and the bail agent--it makes clear that a bail agent acts on behalf of the surety insurer and, therefore, must comply with requirements imposed by the surety insurer; BA exists only with the appointment of the surety insurer; this language addresses the self-policing component asked by Committee
31	ABC	(18)	Sec. 32	Line 21, we would like to not have bail agents have to register in every court within a county as it creates considerable work for the various courts not to mention the agents. Agents should register once with the clerk of the district court who currently provides a list of those agents to the outlying courts and notice to the other courts when agents are no longer registered or are suspended. So, on line 21, add: "Registration of a bail agent with the clerk of the district court and the office of the sheriff shall qualify the bail agent in all other courts within that county. The clerk of the district court shall provide to all courts within that county a list of currently registered bail agents."	DOI deleted this section in favor of putting it in NRS chapter 178 since it deals specifically with registrations with the courts and sheriffs' offices. As to the proposed amendment, this should be directed at the Nevada courts and sheriffs' offices, not DOI.
32	ABC	(19)	Sec. 33	Line 34. There is no reason to post a statement of consumer rights when the agent is required on line 37-38 to give a copy of the same document directly to the consumer. So delete the new language on line 34 of page 18.	DOI's intent was to provide this statement of rights to potential clients so that they can make informed decisions; simply giving defendants and indemnitors the statement after they have signed the contract is not sufficient.

J-24

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33	ABC			Also add on line 38 instead of "client" change to each "party to the bail transaction." Same change on line 40, each party to the bail transaction.	DOI amended this to "principal and indemnitor".
34	ABC			Line 43, should be changed to a "bailed" defendant since we can provide him things while he's still in jail.	Defendant is already defined in Section 6 as the principal to a bail bond.
35	ABC			Subsection 5, we need clarity on this fictitious names issue. We should re-write subsection 5, starting on line 3 page 19 to read as follows: "For purposes listed in NAC 697.355 2. (a)(1) and (2) only one licensed, true or fictitious name may be used for any individually licensed bail agent regardless of any other licenses established or obtained under the bail agent's license. All names must be registered with and approved by the Division prior to any such use."	DOI is clarifying that only 1 fictitious name or dba is permitted bc too many licensees are creating fictitious names to increase the number of appearances on jail list--this is requested by bail agents to make more fair; cannot cite regulation in statute
36	ABC	(20)	Sec. 34	We should clarify that the "charge" is the "bail premium" on line 15 of page 19.	The 15% charge includes service, commission, contributions to BUF account, and amounts remitted to surety; "charge" is intended to be broad, as well as make clear that no more than the 15% can be accepted from the client for the transaction; premium implies that the product is renewable, which it is not consistent with NRS 178.502.2(b) (a bail bond "[r]emains in effect until exonerated by the court").
37	ABC			Collections. Line 15-16 on page 20, the new language should be deleted. The law restricts collections activities of all business in accordance with the various state and federal laws that govern fair debt collection practices. At a minimum, such should be clarified if the section is not deleted.	DOI intended this language to address abuses; although BAs are required to comply with collection laws if they collect, they are not; the additions to this section are to clarify that BAs (or any other licensee) cannot "collect" except as authorized by law; references to the relevant statutes for collection were included.

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J-26

	Submitted by	Item	Section	Issue	Response
38	ABC			Return of collateral-this is too specific and requires a refund of "all monies" regardless of whether the person who deposited the collateral owes the bail agents money. Thus on line 22, after the word cancellation, insert: "...unless the monies collected or collateral held is applied to other obligations owed by the depositor to the bail agent or surety insurer." Line 22, the sentence starting with "The" should be deleted.	<p>This addresses widespread abuses with collateral.</p> <p>Collateral is not deposited to secure fees, it is deposited to secure the bond with the court; it is held in a fiduciary capacity and, once the bond is exonerated, the bail agent cannot reach the collateral; fees are a separate issue and must be kept separate and apart from collateral. If any actual expenses are incurred, the BA can use any appropriate remedy to collect those alleged debts (starting with an invoice), just like any other business who alleges a debt is owed.</p> <p>There is no reason why a person would owe money on a transaction cancelled before the court accepts the bond.</p> <p>By comparison, if a bail bond is forfeited, then the collateral would be used to reimburse for the payment made to the court; if actual expenses are then incurred, the BA would have to use an appropriate remedy to collect the actual expenses alleged to be owed.</p>
39	ABC			Subsection 3: Interest is controlled by contract. Contracts can include pre- and post-judgment interest. The interest rate can be governed by contract or the statutory rate of interest. This section as drafted lacks specificity-it just says "pay interest on the money," and in being so vague it neither commands to follow current law or make any sense of what the section means.	<p>This is intended to address an abuse of BAs not returning money or collateral within a reasonable time; interest can be established by law; interest is justified when a BA does not return money or collateral when that money should have been returned; DOI will work with the industry to determine a reasonable interest rate through regulation.</p>
40	ABC	(21)	Sec. 35	Line 38 on page 20 delete "any fees" and insert "bail premium" "Fees" is too vague, and the point is you don't get to charge a bail premium on a cancellation.	<p>This language is intended to be consistent with the language in Section 34; Section 34.1(c) addresses issues of actual expenses authorized by regulation. The point is that nothing is earned if the defendant is not released.</p>
41	ABC	(22)	Sec. 36	On the collateral receipt rather than described in a "writing," on line 9 of page 21, delete "writing" and then insert after "the" the following: "bail agent or surety insurer and." Then strike "party" and insert "depositor."	<p>(DOI assumes "receipt" was ABC's proposed language instead of "writing")</p> <p>DOI changed to "receipt"; the receipt should be signed to put the person providing the collateral on notice of what is on the line if the defendant fails to appear; DOI amended the language to make clear that a receipt must contain certain information.</p>

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42	ABC			Also, require written requests for return to help make it easier to investigate these cases by changing line 17. After "at the," insert: "written request and ..."	DOI changed to "written request".
43	ABC			On line 30 of page 21 leave existing language "and all fees owed have been paid to the bail agent."	<p>This addresses widespread abuses with collateral.</p> <p>Collateral is not deposited to secure the fees, it is deposited to secure the bond with the court; it is held in a fiduciary capacity and, once the bond is exonerated, the bail agent cannot reach the collateral; fees are a separate issue and must be kept separate and apart from collateral. If any actual expenses are incurred, the BA can use any appropriate remedy to collect those alleged debts, just like any other business who alleges a debt is owed.</p> <p>By comparison, if a bail bond is forfeited, then the collateral would be used to reimburse for the payment made to the court; if actual expenses are then incurred, the BA would have to use an appropriate remedy to collect the actual expenses alleged to be owed.</p>
44	ABC			Also on line 40 thru 42 leave existing language starting with "and notice of the entry...." and ending with "...owed to the bail agent"	<p>This addresses widespread abuses with collateral.</p> <p>Collateral is not deposited to secure the fees, it is deposited to secure the bond with the court; it is held in a fiduciary capacity and, once the bond is exonerated, the bail agent cannot reach the collateral; fees are a separate issue and must be kept separate and apart from collateral. If any actual expenses are incurred, the BA can use any appropriate remedy to collect those alleged debts, just like any other business who alleges a debt is owed.</p> <p>By comparison, if a bail bond is forfeited, then the collateral would be used to reimburse the payment to the court; if actual expenses are then incurred, the BA would have to use an appropriate remedy to collect the actual expenses alleged to be owed.</p>

J-27

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45	ABC			Line 43 strike "earlier" and leave current language "later"	This addresses an abuse; BAs are the sophisticated party to a bail transaction; BAs receive notices from the courts and understand the process better than most defendants and indemnitors; BAs hold on to collateral for months, putting the onus on defendants and indemnitors to provide BAs with notice they have already received from the courts, which harms consumers.
46	ABC			Line 26 on page 22 is inconsistent with current law by creating a rules that excludes fees chargeable under current law. Thus, on line 26, insert after NRS 178.514, "and any fees owed to the bail agent or surety insurer..." Then also clarify on line 29 the same concept and after "forfeited," insert: "and any fees owed."	<p>This addresses widespread abuses with collateral.</p> <p>Collateral is not deposited to secure the fees, it is deposited to secure the bond with the court; it is held in a fiduciary capacity and, once the bond is exonerated, the bail agent cannot reach the collateral; fees are a separate issue and must be kept separate and apart from collateral. If any actual expenses are incurred, the BA can use any appropriate remedy to collect those alleged debts (starting with an invoice), just like any other business who alleges a debt is owed.</p> <p>By comparison, if a bail bond is forfeited, then the collateral would be used to reimburse for the payment made to the court; if actual expenses are then incurred, the BA would have to use an appropriate remedy to collect the actual expenses alleged to be owed.</p>
47	ABC			Subsection 5, starting on line 32 should be deleted. The amendment to Section 35 covers this. You'll also note that NRS 104.9101 to 104.9717 also covers this and is redundant.	<p>Deleted, but incorporated in other relevant sections. This provision is a clarification to current law to address abuses with collateral. This makes clear what is being provided as collateral in order to eliminate the predatory practice of "asset seizures", which amounts to theft regardless of any contract purporting to give a BA authority to come to someone's house after the fact and start taking anything the BA wants to take.</p> <p>BA needs to understand what is expected when collateral is accepted, and when collateral is accepted in any form other than physical possession, then the BA must comply with other applicable laws. And clients need to know what is on the line when they post collateral for a bail bond.</p>

J-28

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48	ABC	(23)	Sec. 37	Surety companies do not perform recovery operations. Section 37 starting on line 42 through page 23, line 12 should be deleted.	Even if a surety insurer does not typically engage in the day-to-day affairs of bail transactions, the surety insurer is the entity ultimately responsible to the courts for the bail amount and, as a result, may cause a defendant to be apprehended and surrendered; moreover, if the BA no longer continues in the business, the surety insurer may have to take over. This provision is consistent with NRS 178.526.
49	ABC			Line 38 on page 23 after "bail bond," insert "or recommitment affidavit." Same change on line 44.	DOI is being consistent with language in NRS 178.526; for early surrenders, there is a form issued by DOI to be filled out.
50	ABC			Also, delete "certified copy" of a bond. This leads to kidnapping scenarios where an agent must act but the court is closed. A copy of the bond is sufficient. Altering court documents is a crime, so this should not be an issue.	Deleted "certified copy".
51	ABC			Subsection 8, the agency relationship is defined by the contract, and thus "acts an agent for the surety insurer or bail agent and" should be deleted.	This is common law agency--a BEA cannot engage in the location, apprehension, or surrender of a defendant unless and until the surety insurer or BA authorize it; clarifies that BEA is not acting on behalf of the state, which BEAs need to understand have other implications.
52	ABC			Also, insert "or recommitment affidavit" after "bail bond" on line 12 of page 24.	DOI is being consistent with language in NRS 178.526; for early surrenders, there is a form issued by DOI to be filled out.
53	ABC	(24)	Sec. 38	This is covered by current law and if enacted will modify what is current tort law. There is no reason to add this section. Thus, page 24, delete lines 35-38.	This does not modify current tort law; the liability of a surety insurer and BA already exists and is simply being codified; adding it explains to BEA that surety insurer is the ultimate authority on what happens in a transaction. DOI added provision to address consequence of improper apprehension and surrender.
54	ABC	(25)	Sec. 39	Page 25 line 27 after "general agent" add "general."	This addresses abuse of BAs trying to take control of clients accounts and other financials; BAs should not have any authority over anyone's finances, property, or other assets, except as authorized by the chapter; no need to reference why bc they are provided in relevant sections.
55	ABC			Strike line 28 the phrase "except as authorized by this chapter." Then after "other assets" on line 29, insert, "except as authorized by this chapter for purposes of taking collateral for the bail bond obligation ..."	This addresses abuses of BAs; the relevant provisions authorized in the chapter speaks to the hows and whys related to property in a bail transaction.
56	ABC			Page 25, lines 35-38 should instead read: "The following persons may not be bail agents, bail solicitors, or general agents:"	This would allow certain government employees to be BEAs, which creates other issues with state actors engaging in this work.

J-29

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	Submitted by	Item	Section	Issue	Response
57	ABC			Page 26, line 18, strike "bail agent." This is covered elsewhere. Also "participate" may be a bit too limiting. If the agent, for example, knows where the defendant is, this section would prohibit him from telling the recovery agent that fact.	This addresses an abuse; BAs are acting as BEAs without proper licensure, which is causing significant issues; BAs are not trained to act as BEAs given that they only have 6 hours of education in bond writing; in contrast, BEAs have 80 hours of education in areas of constitutional law, apprehensions, force, firearms training, and much more.
58	ABC			Delete the sentence starting on page 26 line 28, starting with "A bail agent..." and ending on line 30. This is not an accurate statement of law and appears to create additional liability.	DOI deleted it bc it is redundant; BA is always acting on behalf of surety insurer by way of appointment when a BA is not appointed by a surety insurer, the BA cannot do anything with the license and loses it after 30 days if no appointment is secured within the 30 days; this is an accurate statement of law and does not create any more liability than already exists.
59	ABC	(26)	Sec. 43	This section should be clarified to read:"Every surety except a surety insurer, as defined in Section 7 of this act, shall justify by affidavit and may require required ..."	Intent was not to make substantive changes to NRS 178, but to eliminate language that conflicted with NRS 697
60	ABC			Then on line 25,28 and 31 delete "insurer".	Deleted.
61	ABC			Then line 33, restore the original language, but strike corporate in front of "surety" and add "insurer" after "surety," and then after 680A add "and 694(c)."	Subsection 3 was corrected to allow a surety insurer as defined in Section 7.
62	ABC	(27)	Sec. 44	On line 39 on page 27 add "or it's appointed bail agent" after "surety insurer".	Added "bail agent".
63	ABC			Page 28 line 1, after "bail bond," add "or recommitment affidavit."	This section was included to make language consistent with NRS chapter 697, not to make substantive changes, which is better presented to the Administrative Office of the Supreme Court or other courts in Nevada.
64	ABC			Line 2 leave in "bail agent or". Line 4 leave in "agent or bail".	This change is to make language consistent with NRS chapter 697.
65	ABC	(28)	NRS 178	We have a series of clean-up and other items in Section 178 of which we would like consideration, which we are attaching hereto.	DOI cannot accept these changes as they are substantive and outside of the scope of the Division's jurisdiction; this should be addressed with the Administrative Office of the Supreme Court or other courts in Nevada. Industry is aware of AB 38, which is the Supreme Court's bill making changes to NRS chapter 178, as well as AB 136, which is Assemblywoman Neal's bill making changes to NRS chapter 178.

J-30

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	Submitted by	Item	Section	Issue	Response
66	AF	1	Sec. 34	Add provision to prohibit a bail agent from posting bonds the BA knows is on hold for ICE; allow for refund of 90% of funds when hold is discovered after posting	DOI added language (Section 34 subsection 3) to address situations when a defendant is not actually released even if a bond has been posted due to holds; these holds are the not the fault of the defendants and, so, defendants should not be forced to pay a BA when the defendant does not get the service he/she purchased (release).
67	NBAA	1	A	No surrender for nonpayment of premium monies/credit extended due on a bail bond---penalty is summary suspension and, if warranted, loss of license ("LOL).	DOI clarified this in Section 9 subsection 1(a) and Section 37.
68	NBAA		B	NO ANNUAL RENEWAL PREMIUMS ALLOWED.	DOI clarified this in the Section 34 1(a) and Section 39.
69	NBAA		C	No interest, costs or fees may be charged relating to any and all premium credit extensions in the bail industry---penalty is summary license revocation and, if warranted, loss of license.	DOI clarified this in Section 34, 1(a) and Section 35.
70	NBAA		D	No personal or real property is to be seized and/or liquidated by any bail agent, surety, or assignee, until and unless a forfeiture judgment has been entered by a court of proper jurisdiction and paid by the bail agent or surety in full, or an arrest invoice is provided proving payment under penalty of perjury.	Property is addressed in Section 36, which also addresses when it is appropriate to transfer or use collateral to cover loss; DOI added provision that payment has to have been paid to the court before collateral can be reached. Property "seizing" is one of the collateral-related abuses DOI is trying to prevent; "seizing" property is not permitted.
71	NBAA		E	Paragraphs 1 sections A-D shall supplant and eliminate the practices and/or efficacy of any 'GENERAL POWER OF ATTORNEY' provided by any bail agent or surety [that has not been pre-approved in writing by the Division].	DOI provided this in the bill--forms prohibition addressed in Section 17.5.
72	NBAA	1	No general power of attorney of any sort or description shall be utilized by any bail agent, bail agency, bail general agency or surety insurer unless said form has been submitted to the Division and approved, in writing, prior to utilization for usage. The penalty for violation of this provision shall be summary license suspension and, if warranted, LOL. The Division shall review and approve/disapprove any such form submitted within twenty (20) days of receipt of submission.	DOI provided this in the bill--forms prohibition addressed in Section 17.5. DOI does not have staff dedicated to bail and would have to assess how much time would be needed to do a proper review depending on the number of forms filed.	
73	NBAA	2	A	As set forth in 1 (a) above, it shall be unlawful to surrender a defendant for premium monies owed or failure to provide post-release collateral.	DOI clarified this in Section 9 subsection 1(a) and Section 37.

J-31

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	Submitted by	Item	Section	Issue	Response
74	NBAA			Any offending Bail Agent or Bail Enforcement Agent (“BEA”) shall be subject to summary suspension of any and all licenses' issued by the regulatory agency, and if warranted loss of license! Any unlicensed person who participates in such a surrender for premium non or late payment shall be referred to the Attorney General or local District Attorney for prosecution under this section, either as a felony or misdemeanor in the discretion of the prosecuting agency.	This proposed discipline is already under the Comm'r's authority (fines to revocation, and all violations are misdemeanors, and some violations are added as felonies in this bill); Section 42 (683A.451); DOI added specific fine amount (cap) and restitution authority.
75	NBAA		B	Upon arrest of a defendant for failure to appear (FTA) in court, where an intent to forfeit notice and/or an arrest warrant has been issued from the court, the surety, bail agent or BEA shall, within eighteen (18) hours of arrest of bailee, surrender the errant defendant to local authorities or the applicable court during its regular session. This 18 hour grace period is to benefit the bailee to re-collateralize him/herself or for his/her to return to Nevada from another jurisdiction. If there is no such effort or likelihood of re-collateralization, the errant bailee is to be surrendered into the jail or court forthwith.	DOI has addressed surrenders in general; DOI did not include a time frame because there are provisions in NRS 178 that establish a time frame; Section 9 the time between apprehension and surrender.
76	NBAA		C	Surrender to the court or jail in which the bailee assents, volunteers for, consents to and agrees to which are accomplished by a bail agent or BEA without any force or coercion of any sort, where the responsible bail agent accompanies and appears with the errant bailee, and the bailee has consented to in writing on a form pre-approved by the Commissioner to such voluntary surrender, the original of which shall be filed with the court to be made a part of bailee’s court file, shall be and is deemed lawful and appropriate, subjecting the bail agent or BEA to no sanction.	DOI inserted provisions to target the issue of unlicensed persons engaging in apprehension and surrender--only a licensed BEA may engage in activities to locate, apprehend, and surrender; DOI recognizes the difference between forced apprehension and voluntary surrender, which will published in a bulletin.
77	NBAA		D	Any bail agent or BEA who seeks to arrest, detain, or surrender an errant bailee shall not enter a business or residence to apprehend said bailee unless said bail agent or BEA has personal visual confirmation the wanted bailee is within said residence or business, and conveys that information forthwith, by telephone, to a local law enforcement agency.	DOI addressed this in Section 9 in a way to protect BEA and different people who could be impacted; communicate to law enforcement is added.
78	NBAA		1	In any event, the bail agent or BEA involved shall, before approaching the residence or business, advise local law enforcement of their location, vehicle description, identities, and all relevant information regarding the errant bailee, and shall request a police officer (s) come to the location as a civil standby to keep the peace.	DOI added similar suggestions to Section 9, but law enforcement explained that it did not want to be involved at this stage.
79	NBAA		2	No entry into a residence or business shall be attempted, in compliance with (d) (1) above, after 11:00 pm. Or before 7:00 am.	DOI added safeguards in Section 9.

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	Submitted by	Item	Section	Issue	Response
80	NBAA		3	No bail agent, BEA or assignee shall enter the residence of a bond indemnitor/guarantor without that person's approval and consent.	This is addressed in the third party dwelling provisions under Section 9.
81	NBAA		E	No bail agent or BEA will carry or otherwise exhibit a lethal weapon such as a firearm into a residence or business at any time for any reason, regardless of whether an errant bailee or bond indemnitor(s) or any person involved with the bail is confirmed to be therein.	DOI added references to the proper use of weapons, a standard for all Nevadans; addressed in Section 9 (1)(g)-(h).
82	NBAA		F	In addition to licensees of bail agents and/or BEA's, licensed private investigators from this or any sister state shall be authorized to apprehend, arrest and/or surrender an errant bailee located in this state, regardless of the jurisdiction from which the errant bailee fled. Said persons shall adhere to all Nevada statutes and regulations regarding the arrest function.	Anyone who wants to locate, apprehend or surrender needs to qualify for a BEA license; Section 37.
83	NBAA		G	Any time a defendant, pre-breach or pre-FTA, is sought to be arrested by the surety, BEA or bail agent, absent solid evidence of bond breach served upon defendant and the jail and/or court, the surety, general agency, bail agent shall not attempt to recover expenses, fees, bounty, legal fees or any fees and costs of any sort from defendant or his/her indemnitor's. A violation of this rule may result in summary suspension of license and/or loss of license.	This is addressed in Section 9 and fees are addressed in Section 34.
84	NBAA		H	Any time a surety, bail agent or BEA attempts to apprehend or arrest a defendant who has not failed to appear in court and not caused an intent to forfeit to issue, the defendant and/or indemnitor(s) shall not be liable for any costs, fees, expenses incurred by the surety, bail agent or BEA.	This particular issue was added in the amendment in Section 34 subsection 4.
85	NBAA		I	A violation of these provisions (2) (A) to (G)) shall subject each offending surety, bail agent and/or BEA to financial penalty, to \$10,000.00, summary license revocation, and loss of license if applicable.	DOI already has this authority, but added specific fine amount in Section 42.
86	NBAA	3	A	No form not previously approved by the commissioner shall be utilized by any person or entity engaged in issuing bail bonds, including any assignee. The penalty for a violation of this section shall be a summary suspension and/or a loss of license.	DOI addressed in Section 17.5.

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Ex D

	Submitted by	Item	Section	Issue	Response
87	NBAA		1	Any surety, Bail agent or BEA or assignee may submit proposed forms to the commissioner for approval [such forms may include promissory notes (w/o interest or fees), powers of attorney, deeds, security instruments, waiver of extradition, etc.] ; any form issued by a federal or state agency does not require pre-approval by the commissioner prior to utilization.	This addresses an abuse; only sureties to submit forms; allowing all bail licensees to submit forms would require at least a part-time person to be hired to be dedicated to bail. Sureties, in turn, supply the approved forms to their appointed BAs and employed or contracted BEAs.
88	NBAA		a	Any form submitted for approval by the commissioner shall be acted upon within twenty (20) business days of receipt by the Division; approval, disapproval or approval with modification(s) from the Division shall be binding; a reconsideration may be requested by the submitter, bail agent, BEA or surety, to be acted upon by the Division within ninety (90) days of receipt.	DOI is considering what amount of time it would need to review forms; DOI will address via regulation to get input from the affected parties.
89	NBAA	4	A	Any and all bond collateral, of any sort (real or personal property, etc.), shall be held in strict compliance with standard fiduciary concepts; if a breach or violation of same occurs, as set forth below, the licensee and approved surety may suffer a fine, summary suspension, loss of license or certificate of authority.	In Section 36 subsection 2(b).
90	NBAA	Other		All bail agents, if they wished to exercise their long recognized arrest powers re fugitives, would need to complete the 52 hour education program within one (1) year	DOI will convene a group regularly starting after session to explore the possibility of increased precicensing education or merging the BA and BEA licenses; this will take some time to consider and understand how it would work; DOI increased education in Section 18.
91	McMullen	1		I have had some cases in which consumers have filed a complaint for violation of a specific statute in NRS 697 but the courts have dismissed the case because of the ruling in <i>Thorpe</i> that the statute does not expressly create a cause of action and that the consumer needs to go to the DOI.	Clarified language so that if any actual expenses are incurred, the BA can use any appropriate remedy to collect those alleged debts (starting with an invoice), just like any other business who alleges a debt is owed.
92	McMullen	2	Sec. 43	I also wanted to remind you about fixing Section 43 because the way it reads it was requiring sureties pursuant to NRS 680A to comply with the affidavit requirements, which it is my understanding that is not the intent of the section.	Amended.

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Sec. 9. 1. A bail enforcement agent who is in the process of locating a defendant for the purpose of apprehending and surrendering the defendant ~~must~~

- (a) *must* have reasonable, credible and demonstrable evidence that the defendant is immediately present, before entering an inhabited dwelling or a business establishment, and shall not:
- (~~1~~) Enter an inhabited dwelling or a business establishment for any purpose other than to locate, apprehend and surrender a defendant for whom, as provided in NRS 178.508, a warrant has been issued or the court has issued a notice of forfeiture for failure to appear in court ;
 - (~~2~~) Enter the inhabited dwelling of a third party without the consent of a lawful occupant of the inhabited dwelling present at the time of entry.
 - (~~3~~) Apprehend a defendant at a business establishment without the consent of the business owner or an agent of the business with apparent authority to grant such consent.

and
1

(~~b~~) ~~A bail enforcement agent who is in the process of locating a defendant for the purpose of apprehending and surrendering the defendant shall not~~

- (1) Identify or hold himself or herself out as a peace officer, law enforcement officer or representative of any court or governmental agency;
 - (~~2~~) Wear or use any uniform, clothing, badge or insignia that so closely resembles the uniform, clothing, badge or insignia of any city, county, state or federal law enforcement agency that would suggest to an ordinary person that the bail enforcement agent represents or is employed by a law enforcement agency;
 - (~~3~~) Employ or allow any person who is not licensed as a bail enforcement agent pursuant to the provisions of this chapter to locate, apprehend or surrender the defendant;
 - (~~4~~) Use more force than is reasonable and necessary to carry out the apprehension and surrender of the defendant; or
 - (~~5~~) Use any weapon, as set out in the relevant provisions of NRS chapters 193 and 202, on a person for any purpose other than self-defense as set forth in that chapter.
- (~~c~~) This section does not prohibit the Commissioner from promulgating regulations to issue certain identifications to licensees as proof of licensure.
- 2. Unless a greater penalty is provided by statute, in addition to any administrative penalties provided in this chapter, a bail enforcement agent who violates any provision of this section is guilty of:
 - (a) For a first violation, a misdemeanor.
 - (b) For a second violation, a gross misdemeanor.
 - (c) For a third and each subsequent violation, a category D felony, and shall be punished as provided in NRS 193.130.
 - 3. As used in this section, "inhabited dwelling" means any structure, building, house, room, apartment, tenement, tent, conveyance, vessel, boat, vehicle, house trailer, travel trailer, motor home or railroad car, in which the owner or other lawful occupant resides. "Inhabited dwelling" does not include business establishments as set forth in subsection 1(c).

Sec. 30. NRS 697.240 is hereby amended to read as follows:

697.240 1. Each *surety* insurer appointing a bail agent shall file with the Commissioner a written appointment and pay the applicable fee for the appointment.

2. Each appointment remains in effect until the bail agent's license is revoked or otherwise terminated, there is an earlier termination of the appointment, or the appointment lapses.

3. *A bail agent appointed by a surety insurer acts as an attorney-in-fact for the surety insurer ~~with~~in a bail transaction.*

4. *A surety insurer shall be bound by ~~is liable for the acts of any appointed bail licensee's agent, bail enforcement agent and general agent acting~~ within the scope of the bail licensee's actual or apparent authority on its behalf.*

Sec. 37. NRS 697.325 is hereby amended to read as follows:

697.325 1. *A surety insurer or bail agent may, at any time before the surety insurer is discharged from its obligation to the court, authorize the defendant to be apprehended and surrendered to the custody of the court or governmental agency by a bail enforcement agent in accordance with the conditions set forth in Section 9. Before authorizing the defendant to be apprehended, the surety insurer or bail agent must provide to the bail enforcement agent:*

(a) *Written authorization to apprehend and surrender the defendant indicating cause for his or her apprehension and surrender; and*

(b) *A copy of the bail bond.* 2. *A surety insurer or bail agent may not employ or contract with a bail enforcement agent for any purpose other than to apprehend and surrender the defendant to a court or governmental agency.*

3. *A bail enforcement agent may not apprehend a defendant for any purpose other than to surrender the defendant to a court or governmental agency pursuant to the requirements of this chapter.*

4. *After apprehending a defendant in this state, a bail enforcement agent shall, immediately or without undue delay, notify in person or by telephone the local law enforcement agency of the jurisdiction in which the defendant was apprehended of:*

(a) *The identity of the defendant;*

(b) *The identity of the bail enforcement agent*

and the surety insurer and bail agent authorizing the surrender of the defendant; and

(c) *Where the bail enforcement agent is taking the defendant to surrender the defendant into custody.*

5. *After apprehending a defendant in this state, a bail enforcement agent shall, without undue delay, transport the defendant to the nearest jail or facility of a law enforcement agency or arrange for the transport of the defendant by the appropriate law enforcement agency.*

6. *A copy of all documents provided to a law enforcement or governmental agency must be filed by the bail enforcement agent with the Commissioner within 10 days after the surrender, together with a statement concerning the surrender which includes, without limitation, the information required on Form M-8C, available from the Commissioner.*

7. *A bail enforcement agent who apprehends a defendant in this State or any other jurisdiction ~~acts on behalf of the surety insurer and bail agent and~~ is not acting for or on behalf of this State or any of its political subdivisions.*

Sec. 38. NRS 697.330 is hereby amended to read as follows:
697.330

1. *If a defendant is apprehended or surrendered to a court without written authorization or good cause, the bail transaction is deemed cancelled and the premium and any associated collateral must be returned in full.*

~~2. *A surety insurer or bail agent on whose authorization a bail enforcement agent apprehends and surrenders a defendant is liable for any act or omission of the bail enforcement agent in apprehending and surrendering the defendant.*~~

Sec. 4. “Bail transaction” means any undertaking, solicitation, inducement, negotiation or effectuation of a bail bond, ~~for which a fee is a charged,~~ and any matters arising therefrom.

Sec. 34. NRS 697.300 is hereby amended to read as follows:
697.300 1. A *surety insurer or* bail agent shall not, in any bail transaction or in connection therewith, directly or indirectly, charge or *accept* money or other valuable consideration except for the following purposes:

(a) To pay the *one-time charge of* 15 percent of the amount of the *bail* bond or \$50, whichever is greater, *for a bail bond executed and accepted by a court or governmental agency.*

(b) For actual *expenses that are reasonable and necessary, which are accounted for by sufficient justifying documentation and or verified by receipt,* and incurred in the *bail* transaction.

(c) *The following do not constitute actual, reasonable, or necessary expenses:*

(1) *Predetermined fees not previously submitted to and approved by the Commissioner.*

(2) *Collection charges incurred for following a notice of forfeiture collection activities prior to the actual payment made to the court on the judgment of default following a forfeiture.*

(3) *Charges for late payments.*

(4) *Fees or charges in connection with an activity or occurrence of an event, including the issuance of a notice of forfeiture a breach of contract, which has not resulted in an actual loss to the bail agent or surety insurer.*

(5) *Charges that effectively constitute penalties, which are not actual expenses.*

(d) *The Commissioner may promulgate regulations regarding other permitted actual expenses and prohibited charges.*

- Sec. 36.** NRS 697.320 is hereby amended to read as follows:
- 697.320 1. A bail agent may accept *property as collateral solely as security for the bail bond* if the *property offered as collateral* is reasonable in relation to the face amount of the *bail bond*.
2. If the bail agent accepts physical possession of collateral, the bail agent shall immediately give a written receipt for the collateral. The receipt must include in detail a full account of the collateral received, *including, without limitation, the reasonable value and physical location of the collateral*. The bail agent shall not transfer the collateral to any person other than a bail agent licensed pursuant to this chapter or a surety insurer holding a valid certificate of authority issued by the Commissioner. The collateral must not be transported or otherwise removed from this state. *The collateral must be:*
- (a) Described with specificity in the receipt signed by the surety insurer or bail agent and each depositor to the bail transaction at the time of the acceptance of collateral;*
 - (b) Held in a fiduciary capacity;*
 - (c) Held, returned and otherwise possessed in accordance with the provisions of this chapter; and*
 - (d) Insured or bonded by the surety insurer or bail agent who has physical possession of the collateral to cover physical damage or loss of the collateral. ~~at the expense of the surety insurer or bail agent, to the benefit of the principal or indemnitor.~~*
 - (e) Any collateral must be kept separate and apart from any other funds or assets of the surety insurer or bail agent.*
3. *Any collateral for which a bail agent does not take physical possession in connection with a bail transaction, must also comply with titles 8, 9 and 10 of NRS, and any other applicable law.*
4. *Any security interest terminates as soon as the obligation with the court or governmental agency is discharged or the bail transaction is cancelled, as provided in Section 34. ~~Any~~Collateral must be returned upon termination of liability on the bond within 10 days of either the receipt of ~~once~~ notice that the obligation is discharged by a court or ~~after~~ the receipt of a written request for return of the collateral, whichever is earlier.*
- 4.5 If there is an unpaid balance owed to the bail agent or the surety insurer on any charges or actual, reasonable and necessary expenses as provided in Section 34, a bail agent may accept a replacement collateral reasonable in relation to the outstanding balance as security for such expenses, upon the return of collateral as provided in subsection 4. The Commissioner shall promulgate regulations to this effect.*
5. *If a judgment of default on an order of forfeiture is entered by a court against the surety insurer pursuant to NRS 178.514, the court has not set aside the forfeiture, and payment of the forfeited bond is collected by the court or governmental agency, the surety insurer or bail agent may reimburse itself from the collateral posted for the amount forfeited to the court or governmental agency.*
6. *If the value of the collateral exceeds the amount of the judgment, the surety insurer or bail agent shall, within 10 days, return to the person who deposited the collateral the amount by which the collateral exceeds the amount of the bail forfeited.*

1 **Sec. 25.** NRS 697.190 is hereby amended to read as follows:

2 697.190 . . .

22 2. The ~~licensing~~ bond must ~~be conditioned upon full accounting and~~
23 ~~payment~~ *inure* to the *benefit of any* person ~~entitled thereto of money, property~~
24 ~~because of a violation of any of the provisions of NRS chapter 697 or by reason of any fraud,~~
dishonesty, misrepresentation, or concealment of material facts growing out of any bail
transaction governed by these provisions. ~~damaged by any act, omission or~~ ~~other matters~~
~~coming into the licensee's~~
25 ~~possession through bail bond transactions under the license.~~ *conduct of the bail*
26 ~~agent, [bail enforcement agent,] bail solicitor or general agent, any employee~~
27 ~~thereof or any independent contractor or assignee acting on behalf thereof.~~

...

29 **Sec. 30.** NRS 697.240 is hereby amended to read as follows:
30 697.240 . . .
31 2. Each appointment remains in effect until the bail agent's license is revoked
32 or otherwise terminated, ~~for there is~~ an earlier termination of the appointment ~~[]~~
33 ~~occurs or, if the written appointment provides a date for its expiration, the written~~
34 ~~appointment expires by operation of law.~~