

BEFORE THE INSURANCE COMMISSIONER OF THE
STATE OF OKLAHOMA

FILED

DEC 07 2016

INSURANCE COMMISSIONER
OKLAHOMA

STATE OF OKLAHOMA, ex rel. JOHN D.)
DOAK, Insurance Commissioner,)
)
)
Petitioner,)
vs.)
)
RHONDA SUE DYER, a licensed bail)
bondsman in the State of Oklahoma,)
)
)
Respondent.)
)

Case No. 16-0880-DIS

ADMINISTRATIVE ORDER

The matter came on for a Show Cause Hearing on November 2, 2016, pursuant to a Notice of Hearing and Order for Show Cause filed on October 5, 2016. The hearing was conducted pursuant to the Oklahoma Insurance Code, 36 O.S. §§ 101 et seq., the Oklahoma Bail Bond Code, 59 O.S. §§ 1301 et seq., and the Oklahoma Administrative Procedures Act, 75 O.S. §§ 301 et seq., wherein Petitioner requests that administrative action be taken against Respondent, Rhonda Dyer, a licensed bail bondsman holding number 100227423. Notice of hearing was given setting this matter for hearing on the 2nd day of November, 2016, at 9:30 a.m. at the offices of the Oklahoma Insurance Department ("OID").

On November 2, 2016, the above captioned case came on for hearing at the office of the Oklahoma Insurance Department, 3625 N.W. 56th Street, Oklahoma City, Oklahoma 73112, and testimony and evidence was received at that time. Oklahoma Insurance Commissioner John D. Doak had appointed the undersigned independent Hearing Examiner, John D. Miller, to preside at the hearing as a quasi-judicial officer

pursuant to 59 O.S. § 1311.1. The hearing was recorded electronically by employees of OID. Petitioner was represented by Senior Counsel for OID, Sandra G. LaVene. Respondent, Rhonda Sue Dyer, appeared pro se. Testimony and evidence was heard before the undersigned Hearing Examiner including the admission of 14 exhibits into evidence.

Upon consideration of the testimony and evidence presented, this independent Hearing Examiner issues his order of findings of fact and conclusions of law.

FINDINGS OF FACT

1. John D. Doak is the Insurance Commissioner of the State of Oklahoma and as such is charged with the duty of administering and enforcing all provisions of the Oklahoma Insurance Code, 36 O.S. §§ 101-7301, the Oklahoma Administrative Code ("OAC") 365:1-1-1 et seq. and the Oklahoma Bail Bond Code, 59 O. S. §§ 1301-1341.

2. The Insurance Commissioner, pursuant to 59 O.S. § 1311.1(B), appointed the undersigned independent Hearing Examiner and that this Hearing Examiner has the jurisdiction to rule on Petitioner's Notice of Hearing and Order to Show Cause filed on October 5, 2016, to determine if there is evidence to support a finding by clear and convincing evidence that Respondent's actions as alleged in Petitioner's Notice of Hearing and Order for Show Cause are established by the evidence and are in violation of the

Oklahoma Bail Bond Code.

3. Rhonda Sue Dyer ("Respondent") is a licensed bail bondsman in the State of Oklahoma holding license number 100227423. Respondent's mailing address of record with the Oklahoma Insurance Department is 505 N. Western Ave., Oklahoma City, OK 73106-7437.

4. Respondent was served with a Notice of Hearing and Order to Show Cause on October 11, 2016. The Notice of Hearing and Order to Show Cause set forth the allegations asserted; stated the time, place and nature of the hearing; cited legal authority and jurisdiction; and referred specifically to the particular sections of the statutes involved.

5. The following exhibits were introduced by the OID and admitted:

- State's Exhibit 1: Complaint submitted by Steve Pendleton to the Oklahoma Insurance Department
- State's Exhibit 2: Activity/Summary Report prepared by Anna Denman
- State's Exhibit 3: Clint Pletcher Bonds Written Report 12/2015
- State's Exhibit 4: Clint Pletcher Bonds Discharged Report 12/2015
- State's Exhibit 4a: Clint Pletcher Bonds Discharged Report 7/2016
- State's Exhibit 5: Canadian County case number CV-2015-255
Petitioner's Motion for Judgment of Forfeiture
- State's Exhibit 6: Canadian County Case number CV-2015-255
Judgment of Forfeiture
- State's Exhibit 7: State of Oklahoma v. Steven Jeffrey Pendleton NF-2015-1227 (Canadian County CF-2015-895)
Appearance Bonds
- State's Exhibit 8: Appearance Bond Review Worksheet prepared by Anna Denman

- State's Exhibit 9: Respondent's bail bond file for Steven Pendleton
- State's Exhibit 10: Cash receipts for bail bonds and collateral
- State's Exhibit 11: Brabits' Plea of Guilty Oklahoma County CF-2010-2654
- State's Exhibit 12: Cancellation of Appointment by Joe Bob Bail Bond
- State's Exhibit 13: Repayment agreement

6. OID called the following witnesses which were sworn and testified under oath:

- a. Anna Denman- OID Manager Bail Bond Division
- b. Tyler Stiles- OID Investigator

7. OID Bail Bond Manager Anna Denman testified to the following relevant information:

- a. That she has been employed by OID for approximately 30 years and for the majority of that time has worked in the Bail Bond Division. Denman testified that she currently holds the position of Manager of the Bail Bond Division and is familiar with the Oklahoma laws regulating bail bondsmen.
- b. That a bondsman in the state of Oklahoma is legally required to make monthly reports setting forth all new bonds written and bonds discharged. For each bond written, the bondsman is required to report the premium charged and any collateral taken.
- c. That Respondent is a licensed surety bondsman in the state of Oklahoma. A surety bondsman writes for an insurer or professional bondsman through a power of attorney.

- d. OID received a complaint against Respondent on or about August 22, 2016, from Steve Pendleton ("Pendleton"). (Exhibit S.1)
- e. The complaint states that Pendleton entered into a bail bond agreement with Respondent in December of 2015 and gave her \$40,000.00 cash collateral to secure the face amount of the bonds. The agreement was that Respondent would return the cash collateral upon completion of the criminal case, which occurred on or about July 25, 2016. When Pendleton attempted to obtain the \$40,000.00 in cash collateral, Respondent did not have it.
- f. That Oklahoma law requires that the collateral on a bail bond be immediately returned when the bond is exonerated.
- g. That she prepared the Activity/Summary Sheet (Exhibit S.2) and that it accurately depicts her activities in investigating the complaint submitted by Pendleton.
- h. That Respondent was appointed by and wrote bonds using the powers of attorney of Dustin Clint Pletcher ("Pletcher") and that Denman obtained Pletcher's reports relevant to the bonds written for Pendleton. (Exhibits S.3, S.4 and S.4a)
- i. That Pletcher's reports are submitted by Pletcher using information supplied by appointed agents and that state law requires that this information be reported accurately.
- j. That Exhibit S.3 reports that Respondent wrote five (5) bonds on

December 13, 2015, for Pendleton totaling \$40,000.00 in bonds and that \$4,000.00 was charged in premium. The report indicated that no collateral was received.

- k. That Exhibit S. 4 reports that four (4) of the bonds written for Pendleton were discharged on December 23, 2015. That the total amount reported as being discharged was \$35,000.00.
- l. That Exhibit S.4a is a Bonds Discharged Page which shows that the final bond in the amount of \$5,000.00 was discharged on July 25, 2016, pursuant to a guilty plea.
- m. That the Docket Sheet in Pendleton's case showed that Pendleton entered a guilty plea and was sentenced on July 25, 2016.
- n. That the complaint stated that Pendleton had arranged to pick up the \$40,000.00 in collateral on July 28, 2016, and that when he showed up at Respondent's office as planned, Respondent told him that she did not have the money and that she had never put the money in an escrow account as agreed. Respondent also told Pendleton that her sister stole the \$40,000.00. Respondent later told Denman that her sister did not take the \$40,000.00 and that she just told that to Pendleton. When asked where the money was, Respondent told Denman that "she couldn't say."
- o. That she went to OSCN and obtained copies of documents related to both the Canadian County criminal case, State of Oklahoma v. Steven

Jeffrey Pendleton, CF-2015-895 and the forfeiture case, CV-2015-255. Denman stated that the criminal case was related to drugs and drug proceeds and that the Forfeiture proceeding involved the state seizing money derived from drug proceeds. (Exhibits S.5 and S.6)

- p. That she obtained copies of the five (5) appearance bonds written on Steven Pendleton from the Canadian County Court Clerk. (Exhibit S.7) Denman then conducted an Appearance Bond Review (Exhibit S.8) and determined that the collateral received was not reported on the monthly reports; that the premium charged was not reported on the Appearance Bonds and that the Affidavit as to Undertaking was incomplete in that it failed to provide the premium charged or the collateral received. Denman also found that the Affidavit as to Undertaking provided that the indemnitor on the bonds and that the consideration for the bonds was received from Carl Miller, but she noted that Carl Miller's signature was not found on any documents and the cash receipt for the premium payment was actually made out to Danielle Clark.
- q. That she went to Respondent's office on August 31, 2016, and met with Respondent concerning the issues in Pendleton's complaint. Denman testified that Respondent told her that Respondent never met with Carl Miller because he was in Tennessee and that the cash was received from Pendleton's girlfriend.

- r. That she obtained the yellow copies of the Powers of Attorney Respondent sent to Pletcher which stated that the premium charged was \$4,000.00. Denman stated that the documents received from Pletcher were inconsistent with the cash receipt showing that Respondent received \$4,500.00 for writing the bonds. (Exhibit S.9)
- s. That on August 31, 2016, she obtained a copy of Respondent's bail bond file for the bonds written for Pendleton and found a document stating that Respondent received collateral security in the amount of \$40,000.00 and that the collateral was to be held by Professional Bondsman Clint Pletcher.
- t. That Respondent told her that Pendleton bought plane tickets for Respondent and Respondent's son to fly up to Oregon to collect the \$40,000.00 in collateral. Respondent also told Denman that Pendleton paid for a day's wage for her son and paid for a rental car and gas to get back home to Oklahoma. Denman testified that Oklahoma law requires that a bondsman also report all fees reimbursed by a defendant and that Respondent failed to report these reimbursed fees.
- u. Denman testified that Respondent told her that the \$40,000.00 she received from Pendleton was drug money. Respondent further told Denman that Pendleton did not want the collateral recorded anywhere because he had already lost \$18,000.00 in the Canadian County forfeiture proceeding and that he did not want the court to know about

the money because he did not want to lose any more.

- v. That Respondent's son, Michael Brabits ("Brabits"), is a convicted felon (Exhibit S.11) and is prohibited from receiving any direct, or indirect, benefits from the execution of a bail bond transaction. Denman stated that Brabits received a benefit from a bail bond transaction because he was paid to fly with Respondent to Oregon to obtain the collateral for the bonds.
- w. Denman testified that Respondent entered into a contract with Pendleton to pay back the \$40,000.00, plus an additional \$5,000.00, by paying \$2,000.00 per month. (Exhibit S.13) Denman also testified that Respondent told her that she was to begin payments on September 1, 2016, and that she spoke to her later in the month and that Respondent had not made a payment.

8. Investigator Tyler Stiles with OID testified to the following relevant information:

- a. That he is an investigator for OID in the Anti-Fraud Division and has been so employed for 4 years and 4 months.
- b. That he spoke with Respondent at her office on August 31, 2016, and that she stated that Pendleton flew her and her son out to Oregon to pick up the \$40,000.00 in collateral and that Pendleton also paid for a hotel, rental car and gas so they could get back to Oklahoma.
- c. That Respondent told him that the money was drug money and that

Pendleton did not want the court to know that she had the \$40,000.00 since he (Pendleton) had already lost \$18,000.00 in the forfeiture proceeding.

- d. That Pendleton told Respondent that he did not want Respondent to make any note about receiving the collateral because he did not want the court to take the money.
- e. That Respondent stated that she told Pendleton that her sister had stolen the money. However, Respondent explained that she just said that because it was convenient. She further stated that a family member had stolen the money, but she would not state who.
- f. That he obtained a copy of the written agreement that Respondent and Pendleton entered into on July 28, 2016, from Pendleton. That the agreement obligated Respondent to pay \$2,000.00 per month to Pendleton for a total of \$45,000.00.
- g. That Respondent did not report to law enforcement that the \$40,000.00 in collateral was stolen from her home.

9. After OID rested, Respondent testified on her own behalf and provided the following relevant information:

- a. Respondent admitted that she did not properly secure the \$40,000.00 and that the money was gone. Respondent also admitted that her son was a convicted felon and that she did not fill out the paperwork for the bond properly.

- b. Respondent testified that her son went with her to Oregon to protect her and that she was not present when Pendleton paid her son a day's wage.
- c. Respondent testified that she put the \$40,000.00 in a safe and when she discovered it missing, she did not report it to the police. Respondent stated that she did not report the missing money to the police because there was no proof of a break-in and because she did not know the time period when the money was actually taken.
- d. Respondent testified that she entered into an agreement to pay Pendleton \$45,000.00 and that she had not yet made any payment and that she still owed the full amount to Pendleton.

CONCLUSIONS OF LAW

1. This Insurance Commissioner has jurisdiction over this matter and Respondent.
2. That Respondent was provided adequate notice and a hearing pertaining to the allegations made by OID in its Notice of Hearing and Order to Show Cause.
3. That Respondent appeared at the hearing on November 2, 2016, and represented herself pro se.
4. That based upon the above findings of fact, there is clear and convincing evidence to find that Respondent violated the provisions of 59 O.S. § 1314 by failing to

report collateral received on the five (5) bail bonds to Clint Pletcher; by failing to report the collateral on the undertaking by affidavit; by failing to safeguard and maintain the collateral's condition pending its return to Pendleton or delivery to the professional bondsman; and by failing to report the collateral received to OID.

5. That based upon the above findings of fact, there is clear and convincing evidence to find that Respondent violated the provisions of 59 O.S. § 1310(A)(4) by failing to remit the collateral to Clint Pletcher and by failing to return the collateral to Pendleton upon exoneration of the bonds.

6. That based upon the above findings of fact, there is clear and convincing evidence to find that Respondent violated the provisions of 59 O.S. § 1310(A)(6) on multiple occasions by using fraudulent or dishonest practices or demonstrating financial irresponsibility in conducting business under her license.

7. That based upon the above findings of fact, there is clear and convincing evidence to find that Respondent violated the provisions of 59 O.S. § 1310(A)(7) on multiple occasions by failing to comply with the OID regulations governing bail bonds.

8. That based upon the above findings of fact, there is clear and convincing evidence to find that Respondent violated the provisions of 59 O.S. § 1310(A)(9) on multiple occasions by demonstrating incompetency, or untrustworthiness, or conduct or practices rendering her unfit to carry on the bail bond business or making continuance in the business detrimental to the public interest.

9. That based upon the above findings of fact, there is clear and convincing evidence to find that Respondent violated the provisions of 59 O.S. §§ 1310(A)(11)

and/or 1315(A)(1), by permitting a convicted felon to directly or indirectly receive a benefit from the herein referenced bonds executed by Respondent.

10. That based upon the above findings of fact, there is clear and convincing evidence to find that Respondent violated the provisions of 59 O.S. § 1310(A)(21) by accepting things of value from Pendleton other than the premium provided and by refusing to return the collateral upon final termination of liability.

11. That based upon the above findings of fact, there is clear and convincing evidence to find that Respondent violated the provisions of 59 O.S. § 1310(A)(22) by willfully failing to return collateral security to Pendleton when he was entitled to the collateral's return.

12. That based upon the above findings of fact, there is clear and convincing evidence to find that Respondent violated the provisions of 59 O.S. § 1316(C), in that Respondent's receipts are unnumbered; fail to provide the precise amount of fees, premium, collateral or other payments received by the bondsman and fail to provide the defendant's case number.

13. That based upon the above findings of fact, there is clear and convincing evidence to find that Respondent violated the provisions of 59 O.S. § 1322 on five (5) occasions when Respondent willfully filed false affidavits with each of the above referenced bonds.

14. That based upon the above findings of fact, there is clear and convincing evidence to find that Respondent violated the provisions of 59 O.S. § 1310(A)(2) by violating 63 O.S. § 2-503.1 in that Respondent knowingly and intentionally received or

acquired proceeds and concealed such proceeds, or engaged in transactions involving proceeds, when the transaction was designed in whole or in part to conceal or disguise the nature, location, source, ownership, or control of the proceeds known to be derived from any violation of the Uniform Controlled Dangerous Substances Act or of any statute of the United States relating to controlled dangerous substances.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that it has been established by clear and convincing evidence that Respondent, Rhonda Dyer, has violated 59 O.S. §§ 1314, 1316(C), 1322, and 1310(A)(1), (2), (4), (6), (7), (9), (11), (21) and (22) of the Oklahoma Bail Bond Code and as a result Respondent's Bail Bond License is hereby **REVOKED**.

IT IS FURTHER ORDERED that Respondent is assessed the costs of this hearing in the amount of **Two Hundred and Seventy-five Dollars (\$275.00) to be paid to the Oklahoma Insurance Department within thirty (30) days of the receipt of this order.**

WITNESS My Hand this 2nd day of December, 2016.

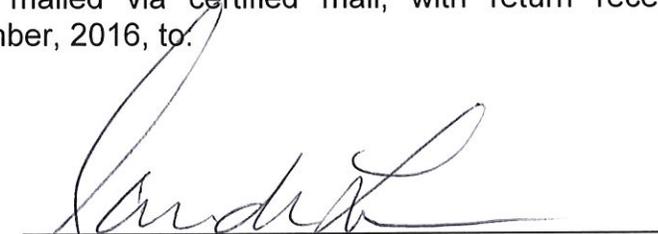




JOHN D. MILLER, OBA #6213
INDEPENDENT HEARING EXAMINER
OKLAHOMA INSURANCE DEPARTMENT

CERTIFICATE OF MAILING

I, Sandra LaVenue, hereby certify that a true and correct copy of the above and foregoing *Administrative Order* was mailed via certified mail, with return receipt requested, on this 7th day of December, 2016, to:



SANDRA LAVENUE

Rhonda Dyer
505 N. Western
Oklahoma City, OK 73106-7437

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and a copy was delivered to:

Anna Denman
Bail Bonds Division

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Rhonda Dyer
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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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OKC, OK 73106-7437
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9590 9402 1736 6074 9325 16

2. Article Number (Transfer from service label)

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Agent Agent

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D. Is delivery address different from item 1? Yes
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