

DISTRICT COURT
TWIN FALLS CO. IDAHO
FILED

2012 MAR 20 AM 9:04

CLERK

DEPUTY

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

Eva L. Ramirez,

Petitioner,

vs.

State of Idaho, Department of Insurance,

Respondent.

Case No. CV 2011-5178

**OPINION AFFIRMING LICENSE
REVOCAION**

Petition for Judicial Review from the Department of Insurance
Administrative Hearing Unit, Jean R. Uranga, Administrative Hearing
Officer.

Douglas Nelson, Attorney at Law, for Petitioner Eva L. Ramirez.

Richard B. Burleigh, Deputy Attorney General for Respondent State of
Idaho, Department of Insurance.

INTRODUCTION

This matter is before the Court on Petitioner's, Eva L. Ramirez ("Ramirez")
Petition for Judicial Review of Administrative Hearing Officer Jean R. Uranga's Findings
of Fact and Conclusions of Law and Preliminary Order, entered September 26, 2011.
This matter has been submitted on the briefs. For the reasons set forth below, the
decision of the Administrative Hearing Officer is AFFIRMED.

FACTS AND PROCEDURAL HISTORY

Ramirez worked as a bail agent and the manager of Aladdin Bail Bond Office, owned by Two Jinn, Inc. ("TJI"), in Twin Falls, Idaho. Her husband, Heriberto Ramirez, (also known as Eddie and hereinafter referred to as "Eddie") worked as a part-time bail agent in the office. Ramirez was issued bail license number 123421 on May 18, 2005. An Aladdin employee reported to TJI concerns about Ramirez and Eddie's time records concerning charged jail fees. TJI responded by initiating an internal investigation. During the investigation, TJI discovered a problem with the jail fees being charged to clients.

On September 2, 2010, following the investigation, TJI terminated Ramirez and Eddie for poor record keeping and falsifying time records. On October 11, 2010 TJI's attorney notified the Department of Insurance of the termination of Eva and Eddie Ramirez and the irregularities in their charges.¹ An Administrative hearing was held on June 13, 2011. At the hearing, the Department of Insurance presented a summary of a total of 41 erroneous charges committed by Ramirez showing that clients were overcharged for the jail fee. The Officer's Findings of Fact and Conclusions of Law were filed on September 26, 2011 finding that Ramirez violated four different Idaho statutes. Accordingly her bail bond license was revoked and a \$1000 administrative penalty was imposed. She seeks judicial review of this decision.

The authority to charge a "jail fee" is governed by statute. I.C. §31-3203 authorizes the sheriff of each county to collect fees for certain services. Jail fees are included in this authorization. Jail fees are charged by the Sheriff or the County where an inmate is being housed at the time bail is posted. In the event the Board of County

¹ Although not particularly germane to this appeal, the Department also presented 3 complete files handled by Eddie and a summary chart showing a total of 28 erroneous charges independent of those committed by Ramirez.

Commissioners does not set the fee, the statute specifies the amount the sheriff is authorized to charge “for the taking of a bond or undertaking in a case.” The statutorily authorized fee is \$10. However, the amount actually assessed differs from county to county.² The fee is required to be paid at the time the inmate is released. If the client does not possess the necessary cash to pay this fee at the time of release, the bail agent pays the fee. Under TJI’s structure, the bail agent notifies TJI that such a fee has been paid on a client’s behalf, then TJI bills the client for the fee if there is an outstanding obligation. The bail agent is reimbursed by TJI for the amount claimed.³

TJI’s internal investigation was extensive. Another branch manager, Stephanie Hoagland (“Hoagland”), audited approximately 1089 of the Twin Falls office’s files. Hoagland personally reviewed every file from the Twin Falls office that contained a discrepancy for the period of January 1, 2010 to September 2010. She discovered that out of the 348 bonds written by Eva Ramirez, forty-one contained errors involving the amount of the jail fees actually collected by the jail or county compared to the jail fee reported and charged by Ramirez. Three cases showed undercharges and thirty-eight showed overcharges. Hoagland testified the agent pays the jail fees and then it is the agent’s responsibility to enter the amount of the fees in the computer. The client is billed for the jail fee and the agent is then reimbursed by TJI for the jail fees they enter in the computer as being paid. The record is not clear how this reimbursement occurs. In some cases the bail agent is reimbursed from “petty cash.” In other cases it appears

² It is not clear from the Agency record whether the fees vary from county to county because county commissioners have passed a resolution deviating from the statute, or whether individual jailers may be erroneously charging fees contrary to the statute.

³ Following the discrepancies discovered in this case, TJI has restructured how these fees are reimbursed. The bail agent must now provide a receipt from the county showing the amount paid to the jail at the time of release before the amount is billed to the client or reimbursed to the bail agent.

that the bail agent may be reimbursed from TJI at a later date. In any event it is undisputed that Ramirez was actually reimbursed for the overcharges. The overcharges resulted in a total loss to clients of \$605. The overcharged amounts ranged from \$5 to \$85 with the average charged being \$10 per client. Ramirez concedes that she "occasionally" overcharged customers. See petitioner's brief, p. 3.

Based upon the evidence, the Hearing Officer concluded that Ramirez had committed four law violations: (1) violation of Idaho Code section 41-1016(1)(d) by misappropriating or converting monies received during an insurance transaction; (2) violation of Idaho Code section 41-1016()(h) by using fraudulent or dishonest practices or demonstrated incompetence, untrustworthiness or financial irresponsibility which was a source of injury or loss to the public; (3) violation of Idaho Code section 41-1042 by collecting money in a bail transaction not authorized by statute; and (4) violation of Idaho Code section 41-1323 by willfully collecting jail fees in excess of fees charged by the jail. Based upon these violations and as authorized by Idaho Code sections 41-1016(1) and 41-117 and the hearing officer's findings, the Department revoked Ramirez's resident bail agent license and imposed a \$1,000 fine. Ramirez timely sought Judicial Review of the decision to the District Court.

GOVERNING AUTHORITY

Judicial review pursuant to the Administrative Procedures act permits reversal or modification of an Agency decision only under limited circumstances. I.C. § 67-5279(3) (d). Such circumstances include instances where an agency's findings, inferences, conclusions or decisions: (a) violate statutory or constitutional provisions; (b) exceed the agency's statutory authority; (c) are made upon unlawful procedure; (d) are not supported by substantial evidence in the record; or (e) are arbitrary, capricious, or an

abuse of discretion. I.C. § 67-5279(3). Judicial review of administrative orders is confined to the record. *St. Luke's Magic Valley Regional Med. Ctr., Ltd. V. Bd. Of County Comm'rs of Gooding County*, 149 Idaho 584, 587, 237 P.3d 1210, 1213 (2010). The reviewing court may not substitute its judgment for that of the administrative agency on questions of fact. I.C. § 67-5279(1). The court must defer to the agency's findings of fact unless such findings are clearly erroneous. *Castaneda v. Brighton Corp.*, 130 Idaho 923, 926, 950 P.2d 1262, 1265 (1998). A reviewing court will uphold an agency's finding of fact if supported by substantial and competent evidence. *St. Luke's*, 149 Idaho at 586, 237 P.3d at 1213. It is the burden of the party contesting an administrative agency's decision to show the agency's decision was unsupportable and to establish that a substantial right has been prejudiced. *Wheeler v. Idaho Department of Health and Welfare*, 147 Idaho 257, 260, 207 P.3d 988, 991 (2009).

ISSUE PRESENTED

1. Was the hearing officer's decision supported by substantial evidence in the record as required by Idaho Code § 67-5279(3).

ANALYSIS AND DECISION

1. The Administrative Hearing Examiner's decision was supported by substantial evidence.

A. Violation of Idaho Code Sections 41-1016(1)(d), 41-1016(1)(h), and 41-1042(1)

Ramirez was found in violation of Idaho Code section 41-1016(1)(d) which prohibits "improperly withholding, misappropriating or converting any moneys or properties received in the course of doing insurance business." As noted during TJI's investigation, 41 out of 348 bonds written by Ramirez contained improper charges, 38 of

which were overcharges. This equated to \$605 in overcharges. Ramirez was reimbursed for that amount. Clients were billed for this amount. There is no evidence in the record that Ramirez made any effort to return the overage amounts to her clients or TJI. Since the money was kept as her own, Ramirez improperly misappropriated client payments. Substantial and competent evidence was provided to the Hearing Officer to support such a finding.

Ramirez was also found in violation of Idaho Code Section 41-1016(1)(h) which prohibits “using fraudulent, coercive or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility, or being a source of injury and loss to the public or others, in the conduct of business in this state or elsewhere.” As noted, the evidence presented at the hearing demonstrates that 41 out of 348 bail bonds written by Ramirez during the relevant period contained improper charges, 38 of which were overcharges. Certainly overcharging is a dishonest practice. As a bail agent, Ramirez is responsible for the actions of anyone acting on her behalf in regard to her bail transactions. See Idaho Code § 41-1045. Overcharging the jail fees was incompetent and caused harm to the 38 individuals who paid unnecessary fees. The Officer stated in Findings of Fact No.15 that “even if the overcharges were not intentional, they represent egregious and serious errors in record keeping detrimental to the clients.” Sufficient evidence was provided to support a finding that Ramirez violated this statute.

The third violation found by the hearing officer involved Idaho Code section 41-1042, which provides:

Collections and charges permitted. –

(1) Notwithstanding any other provision of this chapter, a bail agent in any bail transaction shall not, directly or indirectly, charge or collect money or other valuable consideration from any person except for the following:

(a) To pay premiums at the rates established by the insurer;

(b) To provide collateral;

(c) To reimburse the bail agent for actual expenses incurred in connection with the bail transaction, limited to the following:

(i) Expenditures actually and reasonably incurred to verify underwriting information or to pay for notary public fees, recording fees, or necessary long distance telephone or telegram fees; provided however, that the total of all such expenditures reimbursed shall not exceed fifty dollars; and

(ii) Travel expenses incurred more than twenty-five miles from a bail agent's place of business...

(2) Except as permitted under this section, a bail agent shall not make any charge for his service in a bail transaction and the bail agent shall fully document all expenses for which the bail agent seeks reimbursement.

The Hearing Officer found that Ramirez was in violation of this statute since she had collected money not expressly permitted by the statute. Ramirez caused fees that were never rightfully incurred to be charged to clients. Charging these fees is a violation of the statute. Sufficient evidence was presented to show that the overcharges were billed to and collected from clients. Evidence was also presented showing how Ramirez was reimbursed for money that she did not pay to the jails. This evidence is substantial and supports a finding of a violation of this statute.

Ramirez argues that these violations are not supported by substantial evidence since there is no evidence in the record to show that she acted willfully or intentionally. She argues that the incorrect charges were mistakes which should be excused since the jail fee system differs in each county. While the facts do show that the fees could

vary, none of the three statutes discussed above requires any intent, willfulness, or knowledge. Ramirez argues that the computer system and other employees' actions contributed to the errors, which may also be true. However, the Idaho Code states that "the bail agent is responsible for the actions of the bail agent's employees, contractors and agents acting on the bail agent's behalf in relation to bail transactions and matters arising out of bail transactions." I.C. § 41-1045. Since Ramirez holds the bail agent license, she is ultimately responsible for any actions taken on bonds she has written. In addition she was the acting office manager during the relevant times in this case. Her argument that another employee entered some of the data in the computer does not absolve her of liability under any of these three statutes. Therefore, the mistakes of others or complications of the system fail to provide a defense to her actions.

Substantial evidence was presented to show that Ramirez did in fact overcharge clients in 38 cases, causing her clients to be billed and her to be reimbursed for money which was never actually paid out, \$605 in total, an act which violates Idaho Code sections 41-1016(d)(1), 41-1016(1)(h), and 41-1042(1). The Hearing Officer's decision to revoke Ramirez's license and impose a fine based on these three violations is supported by substantial and competent evidence and is upheld.

B. Violation of Idaho Code Section 41-1323

Ramirez was found in violation of Idaho Code section 41-1323(2). It reads in part, "No person shall willfully collect as a premium or charge for insurance any sum in excess of the premium or charge applicable to such insurance, and as specified in the policy, in accordance with the applicable classifications and rates as filed with and approved by the director." I.C. § 41-1323(2). The term willful is not defined in Title 41,

chapter 13. The state argues it should be defined as in chapter 14, which relates to the regulation of property insurance rates. Idaho Code section 41-1436(5) defines willful “in relation to an act or omission which constitutes a violation of this chapter [to] mean with actual knowledge or belief that such act or omission constitutes such violation and with specific intent nevertheless to commit such act or omission.” Accepting the Department’s argument, Ramirez had to have specific intent to charge the unauthorized fees. There is substantial evidence in the record to support such a finding.

Ramirez argues that her mistakes cannot be a willful violation. First, she argues that other employees were usually responsible for entering the fees into the computer system, known as BMA. She also argues that there is no evidence of willfulness because in addition to overcharging clients, there are also instances where clients were undercharged. She argues this undermines the theory that she was conspiring to defraud clients. Contrary to Ramirez’s argument, at the administrative hearing, Ms. Hoagland testified,

If I were to collect \$105 from a client in a field, and when I post that bond I realize I have only paid one \$10 jail fee, then I would know there is a \$10 difference. And even giving it back to you—you know, if I were to give it to Roger to enter, it is up to the person who paid that fee as the person who is getting the reimbursement on that fee, as well. So they would know when they are receiving more money than what they paid that there is a discrepancy. If the \$10 came out of Eva’s pocket she needs to replenish it. So she writes in a jail fee slip acknowledging. And that corresponds to the jail fee in BMA. And she would receive that replenishment. Even if Paulette entered the entire file for her.

Stephene Hoagland 122-123.

This testimony establishes that no matter who finally entered the fee into the computer program, Ramirez was the one who claimed that cash was paid at the jail. Hoagland’s testimony also demonstrates that there are several points at which Ramirez

should have become aware of her mistaken charging: when collecting money from the client for payment, when reviewing the data entered by someone else, when comparing a jail fee slip with the computer entry, and when actually being reimbursed for the payment. Yet, upon 38 occasions, Ramirez failed to notice, modify, correct, or refund the jail fee charged to clients, ultimately resulting in a personal financial gain. The mere number of erroneous transactions is sufficient to support the hearing officer's determination of "willfulness."

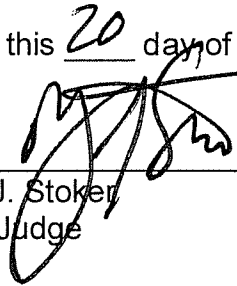
Ramirez argues that the Department was required to prove that she had a plan or scheme to defraud. The statute does not require proof that Ramirez conspired to defraud clients. Rather, it prohibits the willful collection of fees not expressly permitted by the law. Substantial and competent evidence demonstrates that Ramirez did collect such fees and that she did so willfully by knowingly collecting the fees despite the prohibition of Idaho Code section 14-1323. It is largely irrelevant why the overcharges occurred unless Ramirez truly made a mistake. But the record does not support her assertion of mistake. The fact of 41 overcharges militates against a finding of mistake in this case. It is also unpersuasive to this court that the overcharges were only small amounts, averaging \$10, or that Ramirez shorted herself in three cases. She was reimbursed 38 times for a fee that she willfully overcharged her clients. The Hearing Officer's findings for the statutory violation are supported by substantial evidence.

CONCLUSION

Ramirez has failed to demonstrate that the Hearing Officer's decision was unsupported by substantial evidence. This Court finds that the Hearing Officer's Conclusions of Law, finding four violations, are supported by substantial and competent

evidence. THEREFORE, IT IS HEREBY ORDERED that the decision of the Administrative Hearing Officer is AFFIRMED.

DATED this 20 day of March, 2012.



Randy J. Stoker
District Judge

CERTIFICATE OF SERVICE

I hereby certify that on the 20 day of March, 2012, I caused to be served a true and correct copy of the foregoing, by the method indicated below, and addressed to the following:

Douglas Nelson
The Roark Law Office
409 N. Main St.
Hailey, Idaho 83333

U.S. Mail
 Hand delivered
 Faxed
 Court Folder

Richard B. Burleigh
Deputy Attorney General
State Of Idaho, Department of Insurance
700 W. State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043

U.S. Mail
 Hand delivered
 Faxed
 Court Folder


Clerk

JEAN R. URANGA
Hearing Officer
714 North 5th Street
P.O. Box 1678
Boise, Idaho 83701
Telephone: (208) 342-8931
Facsimile: (208) 384-5686
Idaho State Bar No. 1763

FILED *dy*

SEP 27 2011

Department of Insurance
State of Idaho

BEFORE THE DIRECTOR OF THE DEPARTMENT OF INSURANCE

STATE OF IDAHO

In the Matter of:)
) Docket No.18-2667-11
EVA L. RAMIREZ,)
Resident Bail Agent License) HEARING OFFICER'S FINDINGS
No. 123421,) OF FACT, CONCLUSIONS OF LAW
) AND PRELIMINARY ORDER
_____)

This matter came on for hearing before the designated Hearing Officer, Jean R. Uranga, on June 13, 2011. Eva L. Ramirez appeared by and through her attorney of record, Douglas Nelson, and the Department of Insurance appeared in person and by and through its Deputy Attorney General, Richard Burleigh. The evidentiary hearing was consolidated with the case involving Heriberto "Eddie" Ramirez, who also appeared in person and by an through his attorney of record, Anthony Valdez. Following the evidentiary hearing a briefing schedule was established. The Department's Final Reply Brief was received August 22, 2011.

FINDINGS OF FACT

1. Eva L. Ramirez and Heriberto Ramirez, also known as Eddie, are husband and wife. Eva Ramirez was a bail agent and the manager of the Aladdin Bail Bond office, owned by Two Jinn, Inc., in Twin Falls, Idaho. Eddie worked as a part-time bail agent. Eva was issued License No. 123421 on May 18, 2055. Eddie was issued License No. 133154 on January 1, 2006.

2. Roger Hayes testified he is the Director of Business Development for Two Jinn, Inc. Two Jinn received information from an Aladdin employee regarding alleged irregularities in the operation of the bail bond business by Eva and Eddie Ramirez. Two Jinn initiated an internal investigation, including speaking to involved employees and obtaining sample files. The concerns included allegations that there was a problem with the jail fees being charged to clients and that Eddie was getting credit for bonds written by Eva. Many of the bonds credited to Eddie showed he was working another job on the days some bonds were written. Eva and Eddie were terminated by Two Jinn for poor record keeping and falsifying time records. Eva and Eddie were fired September 2, 2010.

3. As part of their investigation, Two Jinn had Stephanie Hoagland, the Branch Manager for their Boise office, audit the bond files written out of Two Jinn, Inc.'s Twin Falls office. Ms. Hoagland reviewed approximately 1089 files covering January 1, 2010, to late September, 2010 and found that, in several cases,

jail fees were incorrectly charged to clients. Ms. Hoagland checked with the respective counties to determine what jail fees were actually collected by the counties for each bond and checked the bond files to determine what fees were charged to the client. She found multiple discrepancies. Ms. Hoagland testified the agent pays the jail fees and then it is the agent's responsibility to enter the amount of the fees in the computer. The client is billed for the jail fee and the agent is then reimbursed by Two Jinn for the jail fees they enter in the computer as being paid. Each county has different amounts for jail fees.

4. Exhibit 1, prepared by Don Jackson, an internal auditor for Two Jinn, is a summary of Two Jinn's audit findings. They found that, with respect to the 348 bonds written by Eva Ramirez, Eva had forty-one cases with errors in the amount of the jail fees actually collected by the county and the jail fee reported and charged by Eva. Three cases were undercharges and thirty-eight were overcharges. This resulted in overcharges to clients in thirty-eight cases in the total amount of \$605. The overcharges were amounts ranging from \$5 to \$85 with most being in the range of \$10 per client.

5. With respect to 314 bonds written in the name of Eddie Ramirez, there were errors in the amount actually paid to the county and the amount reported and charged to the client in twenty-eight cases. Two of these cases were undercharges and twenty-six were overcharges. The overcharges to clients were in the total amount of \$235. In Eddie's cases, the overcharges were in the

range of \$5 to \$10.

6. Dale Freeman, an investigator with the Department of Insurance, selected six (6) files to be used as representative exhibits.

7. Exhibit 2 is a bond file for Fred Crist. Ms. Hoagland's audit shows that Gooding County was paid \$25 for jail fees, but Eva Ramirez reported jails fees of \$30 which was then the amount charged to the client for "jail fees". (Pages 15 and 16.) A receipt signed by Eva shows receipt from the client of a check for \$100 on August 2, 2010, for two bond fees of \$35 each and \$30 for jail fee. (Page 32.) Eddie was credited for this bond, but Eva signed the client receipt and entered the jail fee and bond information into the computer. The typed agent name on the Bond Receipts is Eva, but Eddie's name was added in handwriting. (Pages 33 and 34.)

8. Exhibit 3 is the bond file related to Sophia Garza. Page 38 shows that Eva Ramirez made the computer entry which claimed the "jail fee" was \$20. Page 62 is a receipt from the county which shows that, in fact, only \$10 was paid for the jail fee. Two Jinn refunded the \$10 difference to the client. (Page 40.) Eddie was credited with and signed this bond, but Eva's name also appears on the bond as the bail agent. (Page 65.)

9. Exhibit 4 is the bail file for Ajbin Hadzialijagic. The Court repository page found at Page 69 of Exhibit 4 shows that jail fees were paid by Aladdin Bail Bonds in amount of \$10 cash on July 7, 2010. Page 71 indicates the client was charged \$20 for the jail

fee. Page 96 indicates Eva Ramirez was the bond agent on this bond, but Eddie signed and was credited for this bond.

10. Exhibit 7 is the bail file for Ramiro Banuelos. Page 110 indicates the Twin Falls County Court issued a receipt to Aladdin Bail Bonds on January 28, 2010, for \$10 cash for the "Sheriff's Fees" on one case and Page 111 is a receipt on January 28, 2010, for \$10 cash payment for the "Sheriff's Fees" on another case. Total jail fees paid was \$20. Page 112 indicates the client was charged \$25 for these fees. The repository pages for the two criminal cases shows the payment of \$10 in each of the two cases for a total of \$20 for Sheriff's fees. (Pages 113 and 114.) Pages 119 and 120 indicate this bond was written by Eva Ramirez. Eva provided a receipt for this client for a cash payment on January 28, 2010, which included \$25 for these Sheriff's Fees. (Pages 129 and 131.)

11. Exhibit 8 is the bail file related to Briana Carey. The Court repository records in this case found at Page 137 shows the payment of \$10 cash by Aladdin for Sheriff's Fees on June 15, 2010. Page 138 shows the client was charged by Eva Ramirez \$20 in "Jail Fees". Page 140 indicates this bond was written by Eva Ramirez. The client was charged \$20 for those jail fees. (Page 151.)

12. Exhibit 9 is the bail file for Jacob Duncan. The Court repository record shows \$10 in cash was received from Aladdin as payment of "Sheriff's Fees" at Page 156. Page 157 shows that Eva Ramirez entered information in the computer and charged the client \$20 for "Jail Fees". Page 159 shows this bond was written by Eva

Ramirez. The client was charged \$20 for those fees. (Page 168.)

13. On October 11, 2010, the attorney for Two Jinn, Inc., Scott McKay notified the Department of Insurance of the termination of Eva and Eddie and irregularities in Eva and Eddie's charges. (Exhibit 6.) Additional followup information was provided by Scott McKay to the Department on December 9, 2010. (Exhibit 5.)

14. Eva and Eddie argue there is no proof they personally benefitted from the overcharges. However, Stephanie Hoagland's unrefuted evidence establishes bail agents are reimbursed for the jail fees which the agent has paid.

15. Eva and Eddie further argue these were merely clerical errors and there were some undercharges. There were overcharges in approximately 10% of the cases and undercharges in less than 1%. The evidence establishes the jail fees were paid and computer entries made and payments received from clients the same day. The evidence establishes the overcharges were intentional. Even if the overcharges were not intentional, they represent egregious and serious errors in record keeping detrimental to the clients.

16. The evidence establishes that Eva Ramirez improperly overcharged clients for jail fees and received personal reimbursement for those overcharges.

17. Eddie correctly argues that no evidence was presented to establish that he directly overcharged jail fees to clients or ever entered jail fees into the computer. However, the evidence clearly establishes he signed as the bail agent on the three specific cases attributable to him. Consequently, knew or should have known he

was legally responsible for the misconduct of Eva on those three cases.

CONCLUSIONS OF LAW

18. A bail agent is responsible for maintaining complete records of any charges collected as part of a bail transaction. Idaho Code §41-1041(2).

19. Pursuant to Idaho Code §41-1045, a bail agent is responsible for the actions of others acting on his behalf.

20. Respondent violated Idaho Code §41-1016(1)(d) by misappropriating or converting monies received during an insurance transaction.

21. Respondent violated Idaho Code §41-1016(1)(h) by using fraudulent or dishonest practices or demonstrated incompetence, untrustworthiness or financial irresponsibility which was a source of injury or loss to the public.

22. Respondent violated Idaho Code §41-1042 by collecting money in a bail transaction not authorized by statute.

23. Respondent violated Idaho Code §41-1323 by wilfully collecting jail fees in excess of fees charged by the jail.

24. Respondent's violations provide grounds to revoke Respondent's Resident Bail Agent License and impose a \$1,000 fine. Idaho Code §§41-1016(1) and 41-117.

PRELIMINARY ORDER

Based upon the foregoing, the Hearing Officer orders that the bail bond license of Eva Ramirez be REVOKED and a \$1,000 administrative penalty imposed.

DATED This 26 day of September, 2011.



JEAN R. URANGA
Hearing Officer

CERTIFICATE OF MAILING

I HEREBY CERTIFY That on this 26 day of September, 2011, I served true and correct copies of the foregoing HEARING OFFICER'S FINDINGS OF FACT, CONCLUSIONS OF LAW AND PRELIMINARY ORDER by depositing copies thereof in the United States mail, postage prepaid, in envelopes addressed to:

Douglas Nelson
Attorney at Law
The Roark Law Firm
409 North Main Street
Hailey, Idaho 83333

Richard B. Burleigh
Deputy Attorney General
Idaho State Department of Insurance
700 W. State Street, 3rd Floor
Boise, Idaho 83720-0043



JEAN R. URANGA