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SEP 30 2014

Docketed by RM



CHIEF FINANCIAL OFFICER
JEFF ATWATER
STATE OF FLORIDA

IN THE MATTER OF:

DAVID RODRIGUEZ

CASE NO.: 124972-12-AG

ORDER OF REVOCATION

THIS PROCEEDING CAME on for final agency action and the Chief Financial Officer, having considered the record, including the Administrative Complaint filed and served on August 20, 2013, and August 5, 2014, respectively, and being fully advised in the premises, finds that:

1. On June 12, 2013, the Department of Financial Services (the "Department") temporarily suspended David Rodriguez's limited surety agent license based on his being charged with a felony.

2. On August 20, 2013, the Department issued an Administrative Complaint against David Rodriguez alleging that he engaged in fraudulent and dishonest practices in the conduct of business under the license, charged improper fees, failed to return collateral on multiple occasions, failed to refund premiums, fraudulently collected premiums, misappropriated and converted funds for his own use, failed to forward collateral to the surety, failed to abide by terms of his contract with the surety, demonstrated a lack of fitness and trustworthiness and a lack of good will in carrying out contractual obligations, willfully violated and failed to comply with the laws and rules of the Department, and other allegations. A true and correct copy of the

Complaint, including a Notice of Rights and Election of Proceeding form, is attached hereto as “Exhibit A.”

3. After making sufficient, unsuccessful attempts to serve David Rodriguez via certified mail, the Department, in accordance with sections 120.60(5) and 624.310(6), Florida Statutes, served the Administrative Complaint upon David Rodriguez by electronic mail to rodriguezbaillbondsinc@yahoo.com, the most recent e-mail address he provided to the Department. In serving David Rodriguez, the Department made a good faith, honest and conscientious effort, reasonably appropriate to the circumstances, to comply with section 120.65, Florida Statutes. A true and correct copy of service of the Complaint is attached hereto as “Exhibit B.”

4. David Rodriguez was notified in the Complaint of the right to request a proceeding in accordance with sections 120.569 and 120.57, Florida Statutes, and that failure to answer the Complaint or request a proceeding within twenty-one (21) days would result in the imposition of a penalty.

5. David Rodriguez failed to request a proceeding in accordance with sections 120.569 and 120.57, Florida Statutes, within twenty-one (21) days.

6. Based upon David Rodriguez’s failure to respond to the Complaint, the Chief Financial Officer finds that an Order of Revocation should be entered in this cause.

FINDINGS OF FACT

7. The factual allegations contained in the Complaint dated August 20, 2013, which is fully incorporated herein by reference, are hereby adopted as the Department’s Findings of Fact in this case.

CONCLUSIONS OF LAW

8. Based upon the Findings of Fact adopted herein, the Department concludes that David Rodriguez violated the specific statutes and rules charged in each count of the Complaint and hereby adopts the violations charged in each count of the Complaint as the Conclusions of Law in this case.

PENALTY IMPOSED

9. The failure of David Rodriguez to timely request a proceeding in accordance with sections 120.569 and 120.57, Florida Statutes, taken together with the Findings of Fact and Conclusions of Law adopted herein, constitute grounds for the Chief Financial Officer to revoke all licenses and appointments held by David Rodriguez under the Florida Insurance Code.

IT IS THEREFORE ORDERED that:

a) All licenses, appointments and eligibility for licensure within the purview of the Department heretofore issued to David Rodriguez are hereby REVOKED.

b) Pursuant to section 648.49(2), Florida Statutes, David Rodriguez does not have the right to apply for another license under chapter 648 of the Insurance Code. In addition, pursuant to section 626.641(2), Florida Statutes, David Rodriguez does not have the right to apply for any other license or appointment under the Florida Insurance Code for a period of two years after the effective date of revocation.

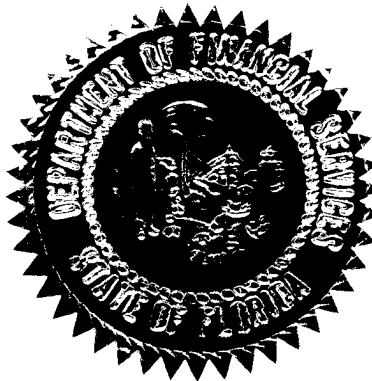
c) Subsequent to this revocation, David Rodriguez shall not engage in or attempt or profess to engage in any transaction or business for which a license or appointment is required under chapter 648 of the Insurance Code, or be employed by any bail bond agent or agency, have ownership in any business involving bail bonds, or have any financial interest of any type in any bail bond business.


d) David Rodriguez shall not engage in or attempt or profess to engage in any transaction of business for which a license or appointment is required under the Florida Insurance Code or directly or indirectly own, control, or be employed in any manner by any insurance agent or agency or adjuster or adjusting firm.

e) Within ten (10) calendar days of the issuance of this order, David Rodriguez shall return to the Department of Financial Services all licenses heretofore issued to him pursuant to the Florida Insurance Code to the attention of the Bureau of Licensing at 200 East Gaines Street, Tallahassee, Florida 32399-0319.

f) Pursuant to section 648.49(3), Florida Statutes, any person who knowingly transacts insurance or otherwise engages in insurance activities in this state without a license, or while the license is suspended or revoked, commits a felony of the third degree.

DONE AND ORDERED on this 30th day of September, 2014.




Gregory Thomas
Director, Agent & Agency Services

NOTICE OF RIGHT TO APPEAL

Any party to these proceedings adversely affected by this Order is entitled to seek review within thirty (30) days of the rendition of this Order, pursuant to section 120.68, Florida Statutes, and Rule 9.190, *Florida Rules of Appellate Procedure*. Review proceedings must be instituted by filing a petition or notice of appeal with Julie Jones, the DFS Agency Clerk. Filing with the Agency Clerk may be accomplished via U.S. Mail, express overnight delivery, hand delivery, facsimile transmission, or electronic mail. The address for overnight delivery or hand delivery is Julie Jones, DFS Agency Clerk, Department of Financial Services, 612 Larson Building, 200 East Gaines Street, Tallahassee, Florida, 32399-0390. The fax number is (850) 488-0697. The email address is Julie.Jones@myfloridacfo.com.

A copy of the petition or notice of appeal must also be filed with the appropriate district court of appeal within thirty (30) days of the rendition of this Order.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent to Respondent, David Rodriguez, via U.S. Certified Mail, return receipt requested, at 8876 NW 185 Street, Miami, Florida 33018 and 1325 NW 78th Avenue #201, Miami, Florida 33126; and via electronic mail, delivery receipt requested, at rodriguezbaillbondsinc@yahoo.com, on this 30th day of September, 2014.

91 7108 2133 3935 3870 9624

for



Rachic' A. Wilson
Assistant General Counsel

91 7108 2133 3935 3870 9631

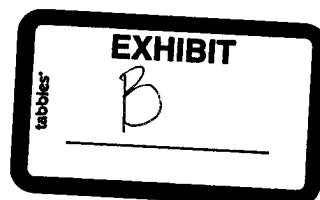
Wilson, Rachic

From: Microsoft Outlook
To: 'rodriguezailbondsinc@yahoo.com'
Sent: Tuesday, August 05, 2014 3:33 PM
Subject: Relayed: DFS - Service of Official Administrative Complaint regarding your insurance license

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

'rodriguezailbondsinc@yahoo.com' (rodriguezailbondsinc@yahoo.com) <<mailto:rodriguezailbondsinc@yahoo.com>>

Subject: DFS - Service of Official Administrative Complaint regarding your insurance license





CHIEF FINANCIAL OFFICER
JEFF ATWATER
STATE OF FLORIDA

FILED

AUG 21 2013

Docketed by EM

IN THE MATTER OF

DAVID RODRIGUEZ

CASE NO.: 124972-13-AG

ADMINISTRATIVE COMPLAINT

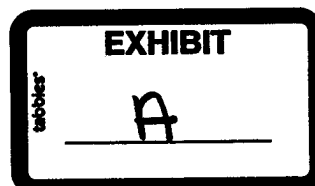
TO: DAVID RODRIGUEZ
3625 SW 167th Avenue
Miramar, Florida 33029
RODRIGUEZBAILBONDSINC@YAHOO.COM

DAVID RODRIGUEZ
c/o Scott W. Sakin, Esquire
1411 NW North River Drive
Miami, Florida 33125

You, DAVID RODRIGUEZ, License #E051146, are hereby notified that the Chief Financial Officer, as agency head of the Department of Financial Services ("Department"), has caused to be made an investigation of your activities while licensed as a limited surety (bail bond) agent in this state, as a result of which it is alleged:

GENERAL ALLEGATIONS

1. Pursuant to Chapter 648, Florida Statutes, DAVID RODRIGUEZ is currently, and was at all times pertinent to the events and occurrences set forth herein, licensed in this state as a limited surety (bail bond) agent, License #E051146, original issue date of July 8, 2003.



2. On February 19, 2009, the Department entered a Consent Order placing you, DAVID RODRIGUEZ, on probation for a period of one year, ordering you to pay an administrative fine in the amount of three thousand dollars (\$3,000.00) and costs in the amount of two thousand dollars (\$2,000.00), ordering you to cease and desist from mishandling fiduciary funds collected in the normal course of business, and ordering you to forward collateral security in excess of five thousand dollars (\$5,000.00) to the insurer and to make premium refunds in a timely manner.

3. Between September 23, 2003, and September 17, 2012, you, DAVID RODRIGUEZ, were appointed with Lexington National Insurance Corporation ("Lexington National"), for which Braswell Services Inc. ("Braswell Surety"), of Stuart, Florida, served as Managing General Agent.

4. Curlycan Bail Bonds, Inc. is a Florida Corporation with its principal place of business in Miami-Dade County, Florida. You, DAVID RODRIGUEZ, are the owner of Curlycan Bail Bonds and have been its president, vice president, and its registered agent multiple times since its inception, alternating roles with Consuelo Rodriguez, limited surety (bail bond) agent (License #D036923). You, DAVID RODRIGUEZ, were the designated Primary Bail Bond Agent for Curlycan Bail Bonds until October 24, 2012.

5. Rodriguez Bail Bonds 24/7, Inc., is a Florida Corporation with its principle place of business in Miami-Dade County, Florida. You, DAVID RODRIGUEZ, are the president and registered agent for Rodriguez Bail Bonds 24/7, Inc. Rodriguez Bail Bonds 24/7, Inc. was administratively dissolved by the Florida Department of State, Division of Corporations, on November 7, 2007, for failure to file an annual report.

6. Ms. Connie Bail Bonds is a fictitious name registered with the Florida Department of State, Division of Corporations, owned by you, DAVID RODRIGUEZ, and registered by you on September 17, 2010. You, DAVID RODRIGUEZ, previously registered Ms. Connie Bail Bonds with the Florida Department of State, Division of Corporations, on June 11, 2007, and the owner was listed as Curlycan Bail Bonds, Inc. However, this registration expired on December 31, 2012.

7. You, DAVID RODRIGUEZ, were the designated Primary Bail Bond Agent for Ms. Connie Bail Bonds until November 2, 2010, when Consuelo Rodriguez became the Primary Bail Bond Agent.

COUNT I

8. On or about September 16, 2006, you, DAVID RODRIGUEZ, executed a bail bond (Power #2006AA031197) on behalf of A.S., an international tourist, in the amount of five thousand dollars (\$5,000.00), in Miami-Dade County, Florida.

9. You charged A.S. seven hundred dollars (\$700.00) for the bail bond premium, two hundred dollars (\$200.00) more than the ten percent (10%) allowed. A.S. paid you seven hundred dollars (\$700.00) using his credit card.

10. You, DAVID RODRIGUEZ, provided Premium Receipt #P-FL-700363. However, you failed to list the power-of-attorney number on Premium Receipt #P-FL-700363.

11. You, DAVID RODRIGUEZ, also failed to list the penal sum of the bond on Premium Receipt #P-FL-700363.

12. Premium Receipt #P-FL-700363 did not include the telephone number for either the surety company or you, DAVID RODRIGUEZ.

13. You, DAVID RODRIGUEZ, required A.S. to give you four thousand three hundred dollars (\$4,300.00) to hold in trust as collateral on the bail bond. A.S. also paid you \$4,300.00 using his credit card.

14. You, DAVID RODRIGUEZ, provided A.S. Collateral Receipt #C-FL-265056. However, you failed to list the power-of-attorney number on Collateral Receipt #C-FL-265056.

15. You, DAVID RODRIGUEZ, or another representative of Curlycan Bail Bonds, filed a general surety appearance bond and the required Statement of Bondsman with the Clerk of Courts for Miami-Dade County, Florida. However, in the space designated for you to describe the collateral and identify the source of the collateral you, or your representative, failed to note the \$4,300.00 in collateral that A.S. had given to you. Instead, you, or your representative, fraudulently wrote "IA [indemnity agreement] + PN [promissory note]," with full knowledge that neither A.S., nor anyone on his behalf, executed an indemnity agreement or a promissory note as collateral.

16. On October 24, 2006, the Clerk of Courts for Miami-Dade County, Florida, discharged the bond (Power #2006AA031197).

17. In November 2006, A.S. contacted Curlycan Bail Bonds and demanded the return of the \$4,300.00 given to you, DAVID RODRIGUEZ, to hold in trust as collateral. Your partner, Mrs. Consuelo E. Rodriguez, limited surety (bail bond) agent (License #D036923), assured A.S. that she would check into the discharge and return the collateral within the statutory period.

18. Since November 2006, A.S. has made numerous attempts to contact you, DAVID RODRIGUEZ, and Curlycan Bail Bonds via telephone and electronic mail regarding the return of the \$4,300.00 in collateral.

19. In November 2011, A.S. hired Attorney Patricia Hernandez to assist him in obtaining the \$4,300.00 in collateral.

20. On November 10, 2011, Attorney Hernandez spoke with you, DAVID RODRIGUEZ, regarding the return of the \$4,300.00 in collateral. Upon your request, Attorney Hernandez faxed proof of the discharge to you, DAVID RODRIGUEZ, on that same day.

21. On or about November 19, 2011, Attorney Hernandez followed-up with you and you demanded a copy of A.S.'s credit card statement as proof that A.S. had paid the \$4,300.00 in collateral. Attorney Hernandez e-mailed the credit card statement to you on November 21, 2011.

22. You, DAVID RODRIGUEZ, confirmed receipt of Attorney Hernandez's e-mail and the attachments on the next day. You, DAVID RODRIGUEZ, requested five days to look for your records of the transaction.

23. On or about December 5, 2011, after receiving no response, Attorney Hernandez again contacted you, DAVID RODRIGUEZ, and you, DAVID RODRIGUEZ, agreed that you owed A.S. the \$4,300.00 in collateral. However, you asked for more time to come up with the money. Attorney Hernandez gave you, DAVID RODRIGUEZ, until December 9, 2011.

24. To date, you, DAVID RODRIGUEZ, have failed to return the \$4,300.00 given to you as collateral to hold in trust.

IT IS THEREFORE CHARGED that, you, DAVID RODRIGUEZ, have violated one or more of the following provisions of the Florida Statutes or Florida Administrative Code, which constitute grounds for the suspension or revocation of your licenses as a Florida limited surety (bail bond) agent:

A. Section 648.295, Florida Statutes, which provides, in pertinent part:

- (1) All premiums, return premiums, or other funds belonging to insurers or others received by a person licensed pursuant to this chapter in transactions under her

or his license are trust funds received by the licensee in a fiduciary capacity, and the licensee must account for and pay the same to the insurer, insured, or other person entitled to such funds.

- (2) A licensee shall keep and make available to the department books, accounts, and records as necessary to enable the department to determine whether such licensee is complying with this chapter. A licensee shall preserve the books, accounts, and records pertaining to a premium payment for at least 3 years after making such payment. Records that are preserved by computer or photographic reproduction or records that are in photographic form constitute compliance with this requirement.
- (3) Any licensee who unlawfully diverts or appropriates such funds or any portion thereof to her or his own use commits larceny by embezzlement, punishable as provided by law.

B. Section 648.442(2) and (3), Florida Statutes, provide:

- (2) When a bail bond agent accepts collateral, a written, numbered receipt shall be given, and this receipt shall give in detail a full account of the collateral received. The bail bond agent shall also give copies of documents rendered under subsection (1) to the indemnitor.
- (3) Collateral security shall be received and held in the insurer's name by the bail bond agent in a fiduciary capacity and, prior to any forfeiture of bail, shall be kept separate and apart from any other funds or assets of such bail bond agent. When collateral security in excess of \$5,000 cash or its equivalent is received by a bail bond agent, the entire amount shall be immediately forwarded to the insurer. [...] If the bail bond agent or managing general agent fails to return the collateral to the indemnitor upon final termination of liability on the bond, the surety shall be liable for the collateral and shall return the actual collateral to the indemnitor or, in the event that the surety cannot locate the collateral, the surety shall pay the indemnitor pursuant to the provisions of this section.

C. Section 648.45, Florida Statutes, which provides, in pertinent part:

- (2) The department shall deny, suspend, revoke, or refuse to renew any license or appointment issued under this chapter or the insurance code, and it shall suspend or revoke the eligibility of any person to hold a license or appointment under this chapter or the insurance code, for any violation of the laws of this state relating to bail or any violation of the insurance code or if the person:
 - (e) Has demonstrated lack of fitness or trustworthiness to engage in the bail bond business.

- (f) Has demonstrated lack of reasonably adequate knowledge and technical competence to engage in the transactions authorized by the license or appointment.
 - (g) Has engaged in fraudulent or dishonest practices in the conduct of business under the license or appointment.
 - (h) Is guilty of misappropriation, conversion, or unlawful withholding of moneys belonging to a surety, a principal, or others and received in the conduct of business under a license.
 - (j) Has willfully failed to comply with or willfully violated any proper order or rule of the department or willfully violated any provision of this chapter or the insurance code.
 - (l) Has demonstrated lack of good faith in carrying out contractual obligations and agreements.
 - (m) Has failed to perform a contractual obligation or agreement with a managing general agent or insurer which results in an unrecovered loss due to nonpayment of a forfeiture or judgment by the licensee.
 - (n) Has failed to return collateral.
 - (p) Has demonstrated a course of conduct or practices which indicate that the licensee is incompetent, negligent, or dishonest or that property or rights of clients cannot safely be entrusted to him or her.
- (3) The department may deny, suspend, revoke, or refuse to renew any license or appointment issued under this chapter or the insurance code, or it may suspend or revoke the eligibility of any person to hold a license or appointment under this chapter or the insurance code, for any violation of the laws of this state relating to bail or any violation of the insurance code or for any of the following causes:
- (a) A cause for which issuance of the license or appointment could have been refused had it then existed and been known to the department.
 - (c) Violation of any law relating to the business of bail bond insurance or violation of any provision of the insurance code.
 - (d) Failure or refusal, upon demand, to pay over to any insurer the bail bond agent represents or has represented any money coming into his or her hands which money belongs to the insurer.
 - (e) Being found to be a source of injury or loss to the public or detrimental to the public interest or being found by the department to be no longer carrying on the bail bond business in good faith.

D. Section 648.571, Florida Statutes, provides, in pertinent part:

- (1) A bail bond agent who has taken collateral or an insurer or managing general agent who holds collateral as security for a bail bond shall, upon demand, make a written request for a discharge of the bond to be delivered to the surety or the surety's agent. A copy of the written request for discharge must be given to the indemnitor or the person making the request for the collateral, and a copy must be maintained in the agent's file. If a discharge is provided to the surety or the surety's agent pursuant to chapter 903, the collateral shall be returned to the indemnitor within 21 days after the discharge is provided.
- (4) In addition to the criminal penalties and any other penalties provided in this chapter, the department shall impose against any person violating this section an administrative fine of five times the dollar amount of the collateral.

E. Section 903.14, Florida Statutes, provides:

- (1) A surety shall file with the bond an affidavit stating the amount and source of any security or consideration which the surety or anyone for his or her use has received or been promised for the bond.
- (2) A surety may maintain an action against the indemnitor only on agreements set forth in the affidavit. In an action by the indemnitor to recover security or collateral, the surety shall have the right to retain only the security or collateral stated in the affidavit.
- (3) A limited surety or licensed bond agent may file a statement in lieu of the affidavit required in subsection (1). Such statement must be filed within 30 days from the execution of the undertaking.

F. Florida Administrative Code rule 69B-221.105(1) provides, in pertinent part:

No surety, bail bond agent, temporary bail bond agent, or managing general agent engaged in the bail bond business shall make any charge, collect, or receive any fee or consideration unless permitted by statute or rule other than the premium based on rates in current use, provided, however, that nothing in this section shall prohibit collateral security or co-indemnity agreements, and provided further that in instances where an additional surety, bail bond agent, or managing general agent located in a county different from the originating agent or bail bond agent executes the bond the premium may additionally include as a part thereof an execution and transfer fee, not to exceed a total of one hundred (\$100.00) dollars for any one defendant. If a bail bond agent assumes the liability on an out-of-state bond, the transfer fee collected shall not exceed the amount charged in that state. If monies for documentary stamps are collected and the mortgage is not filed, the funds must be returned to the person who tendered the monies.

G. Florida Administrative Code Rule 69B-221.115, provides:

Every bail bond agent who accepts money or any other consideration for any bail bond or undertaking which they execute must for each and every payment received give to the person or persons paying the money or giving the consideration a pre-numbered receipt as evidence of payment which receipt shall state the date, name of the principal, amount of money or consideration received and purpose for which received, number of Power of Attorney form attached to the bond, penal sum of the bond, and name of person making payment or giving consideration. Every receipt must contain the name, address and telephone number of both the surety company and agent. Every bail bond agent must retain, in the individual file for each defendant, a duplicate copy of each receipt issued as part of their records pursuant to Section 648.36, F.S.

H. Florida Administrative Code Rule 69B-221.120, provides, in pertinent part:

- (1) Every bail bond agent who accepts any type of collateral in conjunction with a bail bond or undertaking which they execute must for such collateral received give to the person or persons giving the collateral a consecutively pre-numbered receipt as evidence thereof. The receipt shall state:
 - (a) The date,
 - (b) Name of the principal,
 - (c) Detailed description of collateral received,
 - (d) Whether the collateral will be maintained in the custody of the bail bond agent, managing general agent or surety company,
 - (e) Number of Power of Attorney form attached to the bond, and
 - (f) The name of the person placing the collateral in the bail bond agent's trust.
- (2) All receipts must contain the name, address and telephone number of both the surety company and agent.
- (3) The receipt shall state that for any complaints or inquiries, you may contact the Department of Financial Services, Bail Bond Section, 200 East Gaines Street, Tallahassee, FL 32399-0320, (850) 413-5660.
- (4) Every bail bond agent shall retain, in the individual file for each defendant, a duplicate copy of each receipt issued as part of their records pursuant to Section 648.36, F.S.

I. Florida Administrative Code Rule 69B-221.130, provides:

Pursuant to Section 903.14(3), F.S., every bail bond agent who accepts collateral security for a bail bond may make, attach to and file with each bail bond, in lieu of the affidavit required by Rule 69B-221.125, F.A.C., a statement on a form prescribed by the Department, to wit:

STATEMENT

I, ___ am a duly licensed bail bond agent pursuant to Chapter 648, F.S., and have registered for the current year with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned county, and have filed a certified copy of my appointment by Power of Attorney for the Surety with the office of the Sheriff and Clerk of the Circuit Court of the aforementioned County. That ___ (Principal) of ___ (Address) has (given or promised to give) the sum of ___ (\$) Dollars as consideration for Bail Bond Number ___ filed with the Clerk of the ___ located in ___ together with the (promise or receipt) of security belonging to ___ (Name) of ___ (Address) as follows: (Provide detailed description and source of security)

That a duly signed receipt has been given to the said ___ (Principal) for the consideration given and/or that the said ___ (Name) has (also been) given a receipt for the security described above.

J. Florida Administrative Code Rule 69B-221.145, states, in pertinent part:

(4) A bail bond agent may directly enter into an arrangement with a credit card facility in order to charge a credit card holder's account for the issuance of a bail bond.

(a) A bail bond agent may not charge or receive a transfer fee, or any other additional fee, surcharge or commission, for the use of a credit card if the bail bond agent accepts payment by credit card. Any fee or discount points which may be charged to the bail bond agent by the credit card facility or organization shall be borne by the bail bond agent and shall not be passed on to any person involved in the bail bond transaction. This paragraph does not prohibit a bail bond agent from charging a fee on a transfer bond in accordance with Rule 69B-221.105, F.A.C.

(b) A bail bond agent may not deduct a transfer fee, or other additional fee, surcharge or commission, from the amount of collateral charged, except as provided in Section 648.571(3)(b), F.S., at the time the collateral is returned.

COUNT II

25. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

26. On October 10, 2008, V.C. contacted you, DAVID RODRIGUEZ, at your office in Miami Dade, County, Florida, to arrange for the posting of two bail bonds totaling eight thousand five hundred dollars (\$8,500.00) on behalf of R.F.

27. You, DAVID RODRIGUEZ, initially advised that you could not execute the bond because R.F. was incarcerated in Lee County, Florida. However, you later agreed to handle the matter.

28. V.C. gave you, DAVID RODRIGUEZ, eight hundred fifty dollars (\$850.00) for the bail bond premium. You, DAVID RODRIGUEZ, charged V.C. two hundred dollars (\$200.00) for the transfer fee.

29. You, DAVID RODRIGUEZ, knew or should have known that the law limits the amount of a transfer fee charged for any one defendant to a maximum of one hundred dollars (\$100.00).

30. You, DAVID RODRIGUEZ, gave V.C. Premium Receipt #P-FL-181933, which reflected your receipt of one thousand and fifty dollars (\$1,050.00) in cash from V.C. for the premium and the unlawful transfer fee. However, you failed to list the power-of-attorney number on Premium Receipt #P-FL-181933.

31. You, DAVID RODRIGUEZ, required V.C. to execute an indemnity agreement and promissory note for \$8,500.00 as collateral for the bail bond. You gave V.C. Collateral Receipt #C-FL-377382, reflecting the same. However, you failed to list the power-of-attorney number on Collateral Receipt #C-FL-377382.

32. You, DAVID RODRIGUEZ, then contacted Best Bail Bonds who agreed to post the transfer bond for R.F. in Lee County, Florida. Thereafter, R.F. was released from jail.

33. On October 27, 2008, the day before R.F. was scheduled to appear in court, you, DAVID RODRIGUEZ, called V.C. and learned that R.F. had left the country. You told V.C. that he was responsible for the entire amount of the bond and threatened to arrest him and put him in jail if he did not pay you \$8,500.00 immediately. V.C. emptied his savings account and gave you, DAVID RODRIGUEZ, seven thousand six hundred fifty dollars (\$7,650.00), and promised to pay the remaining eight hundred fifty dollars (\$850.00) in December. You gave V.C. Premium Receipt #P-FL-181859 reflecting the same. However, you failed to list the power-of-attorney number on Premium Receipt #P-FL-181859.

34. On October 28, 2008, R.F. failed to appear and the court ordered the bond forfeited. Best Bail Bonds received notice of the forfeiture on November 6, 2008. Best Bail Bonds contacted you, DAVID RODRIGUEZ, and asked about R.F.'s failure to appear. You told Best Bail Bonds that you were investigating the matter.

35. On December 10, 2008, V.C. paid you, DAVID RODRIGUEZ, the remaining eight hundred fifty dollar (\$850.00) in cash. You took Collateral Receipt #C-FL-377382 away from V.C. and gave him Receipt #3086 for the \$850.00 payment. However, Receipt #3086 did not contain the name of the principal, R.F., the purpose for which the money was received, the power-of-attorney number, or the penal sum of the bond. Additionally, Receipt #3086 did not contain the name, address and telephone number of the surety company, Lexington National.

36. You, DAVID RODRIGUEZ, failed to forward the \$8,500.00 to Lexington National or Braswell Surety, and failed to otherwise satisfy the bond forfeiture.

37. A few weeks later, Best Bail Bonds called you, DAVID RODRIGUEZ, to follow-up as to the status of your investigation of R.F.'s failure to appear. You told Best Bail Bonds that R.F.'s whereabouts were unknown and that she no longer resided at the address on file. Thereafter, Best Bail Bonds conducted its own investigation and found V.C. and R.F.'s children still residing at the address on file. V.C. told Best Bail Bonds that he had already paid you, DAVID RODRIGUEZ, the entire bond amount and showed Best Bail Bonds the receipts.

38. You, DAVID RODRIGUEZ, later admitted to Best Bail Bonds that you had received the funds, but you falsely and fraudulently claimed that the funds were from a different bond.

39. Through its investigation, Best Bail Bonds discovered that R.F. had left the United States and had gone to Nicaragua. Based on this information, the County Court, in and for Lee County, Florida, granted Best Bail Bonds' motion and set aside the forfeiture and discharged the bond on January 5, 2009.

40. Even though the bond has been discharged, you, DAVID RODRIGUEZ, have not returned the \$8,500.00 that V.C. paid to you.

IT IS THEREFORE CHARGED that, you, DAVID RODRIGUEZ, have violated one or more of the following provisions of the Florida Statutes or Florida Administrative Code, which constitute grounds for the suspension or revocation of your licenses as a Florida limited surety (bail bond) agent:

A. Sections 648.295, 648.442(2) and (3), 648.45, and 648.571, Florida Statutes; and Rules 69B-221.105(1), 69B-221.115, 69B-221.120, Florida Administrative Code, as set forth in Count I;

B. Section 648.44, Florida Statutes, which provides, in pertinent part:

A bail bond agent or temporary bail bond agent may not:

(1)(o) Attempt to collect, through threat or coercion, amounts due for the payment of any indebtedness related to the issuance of a bail bond in violation of s. 559.72.

(9)(b) Any person who violates the provisions of [...] paragraph (1)(o), [...] commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

COUNT III

41. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

42. On April 24, 2010, J.C. approached you, DAVID RODRIGUEZ, to arrange for the posting of four (4) bail bonds—two (2) for his son-in-law, Y.M., in the amounts of twenty-five thousand dollars (\$25,000.00) and five thousand dollars (\$5,000.00), and two (2) for his son-in-law's brother, Y.A., in the amounts of forty thousand dollars (\$40,000.00) and twenty-five thousand dollars (\$25,000.00). Both had been arrested along with five (5) other defendants, J.A., L.A., V.G. J.L, and L.L. Defendant L.L. is a Spanish citizen living in Cuba who was visiting his son in the United States on a tourist visa.

43. You, DAVID RODRIGUEZ, told J.C. that he could not execute bail bonds for only Y.M. and Y.A., but that he would also have to execute bonds for the other defendants as well, including L.L.'s bond in the amount twenty-five thousand dollars (\$25,000.00).

44. Based on your, DAVID RODRIGUEZ's representation, J.C. reluctantly agreed to serve as indemnitor for all the defendants, including L.L., and executed Contingent Promissory Notes and Indemnity Agreements as well as Mortgage Agreement for his home as collateral on all the bonds.

45. L.L. had to return to Cuba because his tourist visa expired. However, he returned to the United States at least three (3) times for court hearings before June 27, 2011, when was unable to renew his passport in time for a scheduled court hearing and, as a result, failed to

appear. The Court issued a capis for L.L.'s arrested and entered an order forfeiting the bond that same day.

46. Thereafter, you, DAVID RODRIGUEZ, contacted J.C., and J.C.'s son-in-law (Y.M.) and his son-in-law's brother (Y.A.), and threatened to put them and the other defendants in jail and threatened to sell J.C.'s house unless J.C. and the defendants paid you a total twenty-five thousand dollars (\$25,000.00) within twenty-four (24) hours to cover the bond forfeiture.

47. You, DAVID RODRIGUEZ, later lowered the amount to twenty thousand dollars (\$20,000.00), and told J.C. and the defendants that you would return the money once L.L. returned to the United States from Cuba. J.C., Y.M., Y.A., the other defendants and their families sold items, pawned items, and borrowed money to come up with \$20,000.00 within 24 hours. They paid you, DAVID RODRIGUEZ, \$20,000.00 within 24 hours, as you demanded.

48. On or about July 9, 2011, L.L. returned to the United States and was arrested. L.L. later posted bond with a different bail agent.

49. However, the Clerk of Courts still entered a final judgment on the bond forfeiture on August 31, 2011.

50. On or about September 8, 2011, the Court entered an order vacating the bond forfeiture, nunc pro tunc as of August 5, 2011, because L.L. had been arrested. The Clerk of Courts informed the Court that it had already entered a final judgment against Lexington for the forfeiture on August 31, 2011, and thus, no longer had jurisdiction over the forfeiture. As a result, Lexington National and Braswell Surety deposited \$25,000.00 in escrow on October 5, 2011, to satisfy the judgment while it continued to petition to have the judgment set aside. The next day, the Court entered a "Second Order" reiterating that the forfeiture should have been vacated and the bond discharged as of August 5, 2011.

51. Finally, on March 5, 2012, the Civil Division of the Circuit Court for the Eleventh Judicial Circuit, resolved the matter by entering an order vacating the judgment entered on August 31, 2011, and ordering the \$25,000.00 deposited in escrow by Lexington National and Braswell Surety, be remitted to Curlycan Bail Bonds.

52. Since then, J.C. and his family have made numerous attempts to recover the \$20,000.00 paid to you, DAVID RODRIGUEZ. At one point, you offered to repay the \$20,000.00 in installments of four thousand dollars (\$4,000.00) or five thousand dollars (\$5,000.00). However, J.C. and his family rejected this offer and demanded full payment of \$20,000.00. You, DAVID RODRIGUEZ, refused and threw them out of your agency.

53. To date, you have failed to return any portion of the money.

IT IS THEREFORE CHARGED that, you, DAVID RODRIGUEZ, have violated or more of the following provisions of the Florida Statutes or Florida Administrative Code, which constitute grounds for the suspension or revocation of your licenses as a Florida limited surety (bail bond) agent:

A. Sections 648.295, 648.44, 648.45, 648.571, Florida Statutes; and Rules 69B-221.105(1), 69B-221.115, and 69B-221.120, Florida Administrative Code, as set forth in Counts I and II.

B. Section 648.442, Florida Statutes, provides, in pertinent part:

- (2) When a bail bond agent accepts collateral, a written, numbered receipt shall be given, and this receipt shall give in detail a full account of the collateral received. The bail bond agent shall also give copies of documents rendered under subsection (1) to the indemnitor.
- (3) Collateral security shall be received and held in the insurer's name by the bail bond agent in a fiduciary capacity and, prior to any forfeiture of bail, shall be kept separate and apart from any other funds or assets of such bail bond agent. When collateral security in excess of \$5,000 cash or its equivalent is received by

a bail bond agent, the entire amount shall be immediately forwarded to the insurer. [...] If the bail bond agent or managing general agent fails to return the collateral to the indemnitor upon final termination of liability on the bond, the surety shall be liable for the collateral and shall return the actual collateral to the indemnitor or, in the event that the surety cannot locate the collateral, the surety shall pay the indemnitor pursuant to the provisions of this section.

- (4) When the obligation of the surety on the bond or bonds has been released in writing by the court, the collateral shall be returned to the rightful owner named in the collateral receipt unless another disposition is provided for by legal assignment of the right to receive the collateral to another person.
- (6) [...] If there is remission of a forfeiture, which had required the surety to pay the bond to the court, the surety shall pay to the indemnitor the value of the any collateral received for the bond, minus any actual expenses and costs permitted herein.
- (11) Any person who violates this section is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

COUNT IV

54. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

55. You, DAVID RODRIGUEZ, refused to return collateral and charged unlawful fees.

56. On or about May 27, 2010, O.B., M.P. and E.M. approached you, DAVID RODRIGUEZ, to arrange for the posting of a one hundred thousand dollar (\$100,000.00) bail bond for J.M.L., their friend, husband, and son, respectively, who was arrested in Broward County, Florida, for a case filed in Knox County, Tennessee.

57. O.B., M.P., and E.M. gave you ten thousand dollars (\$10,000.00) for the bail bond premium and you gave M.P. Premium Receipt #P-FL-206015. However, you failed to list the power-of-attorney number on the Premium Receipt #P-FL-206015.

58. You, DAVID RODRIGUEZ, also required collateral for the bond. Accordingly, O.B. surrendered a 2003 BMW 745 motor vehicle and its title, the title to a 1997 Crossline boat, and the title to a 2004 Hummer H2. You, DAVID RODRIGUEZ, gave O.B. Collateral Receipt #C-FL-341485, reflecting the same. However, you failed to list the power-of-attorney number on Collateral Receipt #C-FL-341485.

59. Before O.B., M.P., and E.M. left your office, you demanded that they give you an additional one thousand dollars (\$1,000.00). O.B., M.P., and E.M. gave you an additional \$1,000.00, and you gave E.M. Premium Receipt #P-FL-206016. However, you failed to list the power-of-attorney number on Premium Receipt #P-FL-206016.

60. You, DAVID RODRIGUEZ, arranged to execute a transfer bond through Unchained Bonding Company.

61. You, DAVID RODRIGUEZ, charged O.B. fees to store the 2003 BMW 745 motor vehicle he surrendered to you as collateral. To date, O.B. has paid you, DAVID RODRIGUEZ, at least six hundred fifty dollars (\$650.00) in storage fees.

62. On February 15, 2012, the Criminal Court of Knox County, Tennessee, entered an order revoking J.M.L.'s bond and relieving the Unchained Bonding Company and Curlycan Bail Bonds of any obligation for the bond.

63. Since then, you, DAVID RODRIGUEZ, have refused to return the 2003 BMW 745 motor vehicle to O.B., and have demanded that O.B. pay you one thousand five hundred dollars (\$1,500.00) for additional storage fees before you return the vehicle.

IT IS THEREFORE CHARGED that, you, DAVID RODRIGUEZ, have violated one or more of the following provisions of the Florida Statutes or Florida Administrative Code, which constitute grounds for the suspension or revocation of your licenses as a Florida limited surety

(bail bond) agent: Sections 648.442(2) & (3), 648.45, Florida Statutes; and Rules 69B-221.105(1), 69B-221.115, and 69B-221.120, Florida Administrative Code, as set forth in Count I.

COUNT V

64. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

65. You, DAVID RODRIGUEZ, unlawfully refused to return collateral to an indemnitor or his lawful assignee.

66. In or about the end of April 2011 or the beginning of May 2011, E.A. met with you, DAVID RODRIGUEZ, to arrange for the posting of a federal bail bond in the amount of fifty thousand dollars (\$50,000.00) to secure the release of O.G. On May 4, 2011, E.A. gave you, DAVID RODRIGUEZ, a cashiers' check (check #1603050486) in the amount of seven thousand five hundred dollars (\$7,500.00.00) for the fifteen percent (15%) premium. You, DAVID RODRIGUEZ, provided Premium Receipt #P-FL-181647 reflecting the same. However, you failed to list the power-of-attorney number on Premium Receipt #P-FL-181647.

67. As collateral for the bond, E.A. executed a promissory note and indemnity agreement, and gave you, DAVID RODRIGUEZ, three additional cashiers' checks in the amounts of eight thousand dollars (\$8,000.00) (check #1603050485), four thousand, seven hundred fifty dollars (\$4,750.00) (check #1603050487), and four thousand, seven hundred fifty dollars (\$4,750.00) (check #1603050488), for a total of seventeen thousand, five hundred dollars (\$17,500.00).

68. You, DAVID RODRIGUEZ, provided Collateral Receipt #C-FL-468909, Collateral Receipt #C-FL-468911, Collateral Receipt #C-FL-468912, and Collateral Receipt #C-FL-

468893. However, you failed to list the power-of-attorney number on any of the collateral receipts.

69. On July 3, 2012, United States District Judge James I. Cohn entered an order discharging the bond posted for O.G. Thereafter, E.A. contacted you, DAVID RODRIGUEZ, and demanded the return of the \$17,500.00 in collateral. However, you, DAVID RODRIGUEZ, refused to return the collateral and offered multiple excuses.

70. E.A. and O.G. complained directly to Lexington National and Braswell Surety, who agreed to refund the \$17,500.00.

71. To date, you, DAVID RODRIGUEZ, have failed to repay the \$17,500.00 to E.A., O.G., Lexington National or Braswell Surety.

IT IS THEREFORE CHARGED that, you, DAVID RODRIGUEZ, have violated one or more of the following provisions of the Florida Statutes or Florida Administrative Code, which constitute grounds for the suspension or revocation of your licenses as a Florida limited surety (bail bond) agent: Sections 648.295, 648.44, 648.442(2) & (3), and 648.45, Florida Statutes; and Rules 69B-221.115 and 69B-221.120, Florida Administrative Code, as set forth in Counts I and II.

COUNT VI

72. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

73. You, DAVID RODRIGUEZ, unlawfully refused to return collateral to an indemnitor or his lawful assignee. On March 16, 2012, A.H., an international tourist, contacted you, DAVID RODRIGUEZ, to arrange for the execution of two (2) bail bonds totaling one thousand five hundred dollars (\$1,500.00), to secure the release of his friend, T.A., also an international

tourist. A.H. gave you one hundred fifty dollars (\$150.00) for the bond premium and an additional one thousand three hundred fifty dollars (\$1,350.00) as collateral.

74. A.H explained to you, DAVID RODRIGUEZ, that he was not using his own money, but that the money actually belonged to T.A., the principal/defendant. A.H. asked you how the collateral would be returned to T.A. and you explained that T.A. would have to attend all his court hearings to be entitled to the return of any money owed, excluding the 10% premium charge. A.H. reiterated that T.A. would be the one entitled to the refund of collateral and you told A.H. that it was fine.

75. You, DAVID RODRIGUEZ, executed the bonds, Power of Attorney #2012-AA-005781 and #2012-AA-00578, and T.A. was released.

76. You, DAVID RODRIGUEZ, suggested the services of a particular attorney to T.A., the principal on the bonds.

77. On April 12, 2012, the Office of the State Attorney, Eleventh Judicial Circuit for Miami-Dade County, Florida, entered a nolle prosequi as to both charges and both bonds were discharged that same day. Thereafter, T.A. made several attempts to recover the \$1,350 in collateral paid to you, DAVID RODRIGUEZ, on his behalf. However, you refused to return the collateral to T.A. stating that you would only return the collateral to A.H.

78. T.A. filed a complaint with the Department. On July 10, 2012, you, DAVID RODRIGUEZ, sent the Department a letter in response to its inquiries. In the letter, you acknowledged receipt of the collateral and told the Department that you would only return the collateral to A.H. You claimed that you had sent a letter to A.H.'s London address but A.H. had not responded.

79. On September 11, 2012, the Department contacted A.H. in London. A.H. provided the Department with a sworn written statement fully corroborating T.A.'s account of the events and reiterating that the collateral should be returned to T.A. Both the Department and T.A. sent a copy of the letter to you, DAVID RODRIGUEZ. The Department also made several attempts to contact you via telephone and U.S. Mail. To date, you have not answered any of the Department's or T.A.'s inquiries regarding the legal assignment of the right to the refund of collateral, nor have you returned the \$1,350.00 to either T.A. or to A.H.

IT IS THEREFORE CHARGED that, you, DAVID RODRIGUEZ, have violated one or more of the following provisions of the Florida Statutes or Florida Administrative Code, which constitute grounds for the suspension or revocation of your licenses as a Florida limited surety (bail bond) agent:

A. Sections 648.295, 648.442(2) & (3), and 648.45, Florida Statutes, as set forth in Count I.

B. Section 648.44, Florida Statutes, provides, in pertinent part:

A bail bond agent or temporary bail bond agent may not:

(1)(a) Suggest or advise the employment of, or name for employment, any particular attorney to represent his or her principal.

(9)(b) Any person who violates the provisions of paragraph (1)(a), [...] commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

COUNT VII

80. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

81. On July 25, 2012, you, DAVID RODRIGUEZ, met with F.T. and E.T.—who do not speak, read, or write in English—at their home to discuss executing two (2) bail bonds in the

amount of the amount of one hundred thousand dollars (\$100,000.00) each, for a total of two hundred thousand dollars (\$200,000.00), for their grandson R.T. You, DAVID RODRIGUEZ, did this with the full knowledge that your contract with Lexington and Braswell expressly prohibits execution of bail bonds in excess of fifty thousand dollars (\$50,000.00) without prior written approval.

82. You accepted a cashier's check (#6675400217) in the amount of twenty thousand dollars (\$20,000.00) for the ten percent (10%) bail bond premium. You gave F.T. Premium Receipt #P-FL-205414. However, you failed to list the power-of-attorney number on Premium Receipt #P-FL-205414. The check was deposited into an account associated with you, DAVID RODRIGUEZ, Curlycan Bail Bonds, and/or Rodriguez Bail Bonds.

83. As collateral, F.T. and her husband, E.T., executed a Mortgage Agreement, a Contingent Promissory Note and Indemnity Agreement (dated July 25, 2012) for the amount of \$200,000.00. You, DAVID RODRIGUEZ, gave F.T. and E.T. Collateral Receipt #C-FL-495711. However, you failed to list the power-of-attorney number on Collateral Receipt #C-FL-495711.

84. On August 10, 2012, sixteen (16) days later, you, DAVID RODRIGUEZ, returned to F.T. and E.T.'s home and told them that you needed an additional twenty thousand dollars (\$20,000.00) in order to get their grandson out of jail. F.T. and E.T. gave you another cashier's check (#6675400231) in the amount of twenty thousand dollars (\$20,000.00). The check was deposited into an account associated with you, DAVID RODRIGUEZ, Curly Can Bail Bonds, and/or Rodriguez Bail Bonds.

85. You, DAVID RODRIGUEZ, failed to provide a collateral receipt or other appropriate receipt. Instead, you, DAVID RODRIGUEZ, fraudulently and unlawfully issued a

second premium receipt, Premium Receipt #P-FL-334180, for \$20,000.00 and fraudulently wrote "DUPLICATE" on the face of the receipt.

86. You failed to list the power-of-attorney number on the fraudulent Premium Receipt #P-FL-334180.

87. Even though F.T. and E.T. gave you, DAVID RODRIGUEZ, an additional twenty thousand dollars (\$20,000.00), you required them to execute a second Contingent Promissory Note and Indemnity Agreement (dated August 10, 2012), for the amount of \$20,000.00.

88. Three days later, on August 13, 2012, without prior written approval from Lexington National or Braswell Surety, you, DAVID RODRIGUEZ, posted the two one hundred thousand dollar (\$100,000.00) bonds and R.T. was released from jail.

89. Upon learning that you, DAVID RODRIGUEZ, had executed the bail bonds without prior written authorization, Lexington National or Braswell Surety disavowed the bail bonds and hired a different bail bond agent to apprehend R.T. and recommit him to jail. Lexington National or Braswell Surety refunded the first \$20,000.00 premium given to you, DAVID RODRIGUEZ, on July 25, 2012. However, Lexington National or Braswell Surety refused to return the second \$20,000.00 given to you on August 10, 2012, because you failed to provide a proper collateral receipt, giving only a fraudulent and unlawful Premium Receipt No.: P-FL-334180, marked "DUPLICATE".

90. To date, you have failed to return the \$20,000.00 you demanded from F.T. and E.T. on August 10, 2012, and failed to reimburse the \$20,000.00 Lexington National or Braswell Surety paid to F.T. on your behalf after disavowing the unauthorized bail bonds you executed.

IT IS THEREFORE CHARGED that, you, DAVID RODRIGUEZ, have violated one or more of the following provisions of the Florida Statutes or Florida Administrative Code, which

constitute grounds for the suspension or revocation of your licenses as a Florida limited surety (bail bond) agent:

A. Sections 648.295, 648.442(2) & (3), and 648.45, Florida Statutes; as well as Rules 69B-221.105(1), 69B-221.115, and 69B-221.120, Florida Administrative Code, as set forth in Count I.

B. Section 648.44, Florida Statutes, provides, in pertinent part:

A bail bond agent or temporary bail bond agent may not:

(1)(j) Accept anything of value from a principal for providing a bail bond except the premium and transfer fee authorized by the office, except that the bail bond agent may accept collateral security or other indemnity from the principal or another person in accordance with the provisions of s. 648.442, together with documentary stamp taxes, if applicable.

(9)(a) Any person who violates any provisions of paragraph [...] (1)(j) [...] commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

C. Florida Administrative Code Rule 69B-221.110, which provides:

The premium permitted under Chapter 648, F.S., shall be a term charge for the term of the bond. No additional premium shall be charged in the event of a rewrite of a bond based on the same case number except that in the event the amount of the bond has been increased, an additional premium based on the rates in current use for the amount of the increase may be charged. The licensed bail bond agent shall refund the entire premium charged for the bond when it is found that the surety had no liability under the bond because the defendant does not come under the jurisdiction of the court to which the defendant is returnable or is not released from custody except where a bond is written to allow the defendant to serve a sentence in another jurisdiction. The defendant shall be entitled to the return of premium when surrendered by the surety or bail bond agent at any time prior to the final termination of the surety's liability on the bond; provided that the defendant shall not be entitled to a return of the premium where the defendant violates the contract with the surety.

COUNT VIII

91. The above general allegations are hereby re-alleged and fully incorporated herein by reference.

92. Upon learning that you, DAVID RODRIGUEZ, had executed two (2) one hundred thousand dollar (\$100,000.00) bonds, for a total of two hundred thousand dollars (\$200,000.00) without authorization, Lexington National conducted an investigation and learned that you had executed multiple bonds without reporting them to Lexington National or Braswell Surety, and that you had failed to remit multiple premiums and collateral deposits as required under Florida law and under the terms of your contract with Lexington National or Braswell Surety. This discovery, as well as other concerns, prompted Lexington National to take possession of all the unexecuted powers of attorney it had issued to you and Curlycan Bail Bonds, and to terminate for cause your, DAVID RODRIGUEZ's, appointment.

93. On December 10, 2012, after terminating your appointment, Lexington National or Braswell Surety sent you a letter in which it demanded:

- Payment of sixty-six thousand eight hundred eighty-eight and 25/100 dollars (\$66,888.25) in unpaid premium;
- Payment of five hundred dollars (\$500.00) as reimbursement of collateral paid to L.M. after DAVID RODRIGUEZ failed to do so;
- All cash collateral held by DAVID RODRIGUEZ on Lexington National bonds
- All non-cash collateral held by DAVID RODRIGUEZ on Lexington National bonds;
- Assignment of all deeds of trust and automobile titles taken by DAVID RODRIGUEZ for Lexington National bonds;
- All files, notices, and other documents related to Lexington National bonds;

- Cessation of all further attempts to collect premium or collateral on Lexington National bonds.

94. You, DAVID RODRIGUEZ, have ignored Lexington National and Braswell Surety's demand letter and their numerous attempts to contact you by U.S. mail and telephone.

95. You have not paid any of the money owed nor have you turned over any of the documents requested.

96. On January 8, 2013, the Department received an appointment form from U.S. Fire Insurance Company purporting to appoint you, DAVID RODRIGUEZ, effective as of November 28, 2012.

97. On the appointment form, you, DAVID RODRIGUEZ, swore under oath that you "owe no premium to any insurer," knowing the same to be false.

98. On the appointment form, you, DAVID RODRIGUEZ, swore under oath that "there has been no loss, misappropriation, conversion or theft of any collateral held by me in trust for any insurer by which I am or have been appointed" and that "[a]ll collateral being held in trust and all records for any insurer to which I am currently or was previously appointed, are available for immediate audit and inspection by the Department, the Insurer, or the Managing General Agent," knowing the same to be false.

IT IS THEREFORE CHARGED that, you, DAVID RODRIGUEZ, have violated one or more of the following provisions of the Florida Statutes or Florida Administrative Code, which constitute grounds for the suspension or revocation of your licenses as a Florida limited surety (bail bond) agent: Sections 648.442(3) and 648.45, Florida Statutes, as set forth in Count I.

WHEREFORE, you, DAVID RODRIGUEZ, are hereby notified that the Chief Financial Officer, through his designee, intends to enter an Order suspending or revoking your licenses and appointments as an insurance agent, and to impose an administrative penalty in the amount of

twenty thousand dollars (\$20,000.00) for willful misconduct and willful violations, and impose such penalties as may be provided under the provisions of Sections 648.44, 648.442, 648.45, and 648.52, Florida Statutes, and under the other referenced sections of the Florida Statutes as set forth in this Administrative Complaint. You are further notified that any order entered in this case revoking or suspending any license or eligibility for licensure held by you shall also apply to all other licenses and eligibility held by you under the Florida Insurance Code.

NOTICE OF RIGHTS

You have the right to request a proceeding to contest this action by the Department of Financial Services ("Department") pursuant to Sections 120.569 and 120.57, Florida Statutes, and Rule 28-106, Florida Administrative Code. The proceeding request must be in writing, signed by you, and must be filed with the Department within twenty-one (21) days of your receipt of this notice. Completion of the attached Election of Proceeding form and/or a petition for administrative hearing will suffice as a written request. The request must be filed with DFS Agency Clerk, Julie Jones, Florida Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0390. Your written response must be received by the Department no later than 5:00 p.m. on the twenty-first day after your receipt of this notice. Mailing the response on the twenty-first day will not preserve your right to a hearing.

FAILURE TO ENSURE YOUR WRITTEN RESPONSE IS RECEIVED BY THE DEPARTMENT WITHIN TWENTY-ONE (21) DAYS OF YOUR RECEIPT OF THIS NOTICE WILL CONSTITUTE A WAIVER OF YOUR RIGHT TO REQUEST A PROCEEDING ON THE MATTERS ALLEGED HEREIN AND AN ORDER OF SUSPENSION OR REVOCATION WILL BE ENTERED AGAINST YOU.

If you request a proceeding, you must provide information that complies with the requirements of Rule 28-106.2015, Florida Administrative Code. As noted above, completion of the attached Election of Proceeding form conforms to these requirements. Specifically, your response must contain:

- (a) The name, address, and telephone number, and facsimile number (if any) of the

respondent (for the purpose of requesting a hearing in this matter, you are the "respondent").

(b) The name, address, telephone number, facsimile number of the attorney or qualified representative of the respondent (if any) upon whom service of pleadings and other papers shall be made.

(c) A statement requesting an administrative hearing identifying those material facts that are in dispute. If there are none, the petition must so indicate.

(d) A statement of when the respondent received notice of the administrative complaint.

(e) A statement including the file number to the administrative complaint.

If a hearing of any type is requested, you have the right to be represented by counsel or other qualified representative at your expense, to present evidence and argument, to call and cross-examine witnesses, and to compel the attendance of witnesses and the production of documents by subpoena.

If a proceeding is requested and there is no dispute of material fact, the provisions of Section 120.57(2), Florida Statutes, apply. In this regard, you may submit oral or written evidence in opposition to the action taken by the Department or a written statement challenging the grounds upon which the Department has relied. While a hearing is normally not required in the absence of a dispute of fact, if you feel that a hearing is necessary, one will be conducted in Tallahassee, Florida, or by telephonic conference call upon your request.

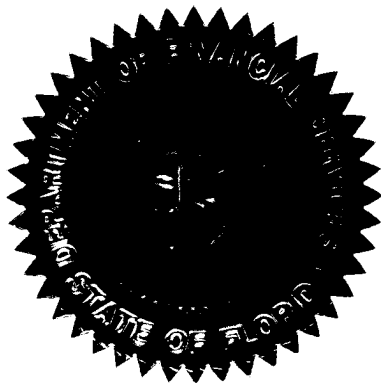
However, if you dispute material facts which are the basis for the Department's action, you must request an adversarial proceeding pursuant to Sections 120.569 and 120.57(1), Florida Statutes. These proceedings are held before a State Administrative Law Judge of the Division of Administrative Hearings. Unless the majority of witnesses are located elsewhere, the Department will request that the hearing be conducted in Tallahassee, Florida.


Failure to follow the procedure outlined with regard to your response to this notice may result in the request being denied. All prior oral communication or correspondence in this matter shall be considered freeform agency action, and no such oral communication or correspondence shall operate as a valid request for an administrative proceeding. Any request for an

administrative proceeding received prior to the date of this notice shall be deemed abandoned unless timely renewed in compliance with the guidelines as set out above.

Mediation of this matter pursuant to Section 120.573, Florida Statutes, is not available. No Department attorney will discuss this matter with you until the response has been received by the Department.

DATED and SIGNED this 21 day of August, 2013.





Gregory Thomas, Director
Division of Agents and Agency Services
Department of Financial Services

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF LEGAL SERVICES

IN THE MATTER OF

DAVID RODRIGUEZ

CASE NO.: 124972-13-AG

ELECTION OF PROCEEDING

I have received and have read the Administrative Complaint filed by the Florida Department of Financial Services ("Department") against me, including the Notice of Rights contained therein, and I understand my options. I am requesting disposition of this matter as indicated below. **(CHOOSE ONE)**

1. ☐ I do not dispute any of the Department's factual allegations and I do not desire a hearing. I understand that by waiving my right to a hearing, the Department may enter a final order that adopts the Administrative Complaint and imposes the sanctions sought, including suspending or revoking my licenses and appointments as may be appropriate.
2. I do not dispute any of the Department's factual allegations and I hereby elect a proceeding to be conducted in accordance with Section 120.57(2), Florida Statutes. In this regard, I desire to **(CHOOSE ONE)**:
 - ☐ Submit a written statement and documentary evidence in lieu of a hearing; or
 - ☐ Personally attend a hearing conducted by a department hearing officer in Tallahassee; or
 - ☐ Attend that same hearing by way of a telephone conference call.
3. ☐ I do dispute one or more of the Department's factual allegations. I hereby request a hearing pursuant to Section 120.57(1), Florida Statutes, to be held before the Division of Administrative Hearings. I have attached to this election form the information required by Rule 28-106.2015, Florida Administrative Code, as specified in subparagraph (c) of the Notice of Rights. Specifically, I have identified the disputed issues of material fact.

TO PRESERVE YOUR RIGHT TO A HEARING, YOU MUST FILE YOUR RESPONSE WITH THE DEPARTMENT OF FINANCIAL SERVICES WITHIN TWENTY-ONE (21) DAYS OF YOUR RECEIPT OF THE ADMINISTRATIVE COMPLAINT. THE RESPONSE MUST BE RECEIVED BY THE DEPARTMENT NO LATER THAN 5:00 P.M. ON THE TWENTY-FIRST DAY AFTER YOUR RECEIPT OF THE ADMINISTRATIVE COMPLAINT.

The address for filing is: DFS Agency Clerk, Julie Jones, Florida Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0390.

Signature _____

Print Name _____

Date: _____

Address: _____

Date Administrative
Complaint Received: _____

File No. (if any): _____


Phone No.: _____

If you are represented by an attorney or qualified representative, please attach to this election form his or her name, address, telephone and fax numbers.

Fax No.: _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing ADMINISTRATIVE COMPLAINT and ELECTION OF PROCEEDING has been furnished via electronic mail and U.S. Certified Mail, restricted delivery, return receipt requested, to DAVID RODRIGUEZ at RODRIGUEZBAILBONDSINC@YAHOO.COM, and 3625 SW 167th Avenue, Miramar, Florida 33029, to SCOTT W. SAKIN, ESQUIRE, at 1411 NW North River Drive, Miami, Florida 33125 on this 21 day of August, 2013.


Dwight O. Slater, Esq.

Florida Bar No: 0030607

Assistant General Counsel

Florida Department of Financial Services

Division of Legal Services

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