

**STATE OF ARIZONA
DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS**

In the Matter of:

No. 21A-029-INS

ROSALES, ARTURO JR.
(National Producer No. 16212992)

CONSENT ORDER

**PREMIER BAIL BONDS INC
dba DIDN'T DO IT BAIL BONDS**
(National Producer No. 17943020)

Respondents.

The Arizona Department of Insurance and Financial Institutions (“Department”) has received evidence that **Arturo Rosales JR (“Rosales”)** and **Premier Bail Bonds INC dba Didn’t Do It Bail Bonds (“Premier”)** (collectively “Respondents”) violated provisions of Title 20, Arizona Revised Statutes (“A.R.S”). Respondents wish to resolve this matter without the commencement of formal proceedings, and admit the following Finding of Fact are true, and consent to the entry of the following Conclusions of Law and Order.

FINDINGS OF FACT

1. Rosales is, and was at all material times, licensed as an Arizona bail bond agent. Rosales’ license, number 16212992, was last renewed on March 1, 2019, and is scheduled to expire on February 28, 2023.

2. Rosales’ business address of record with the Department is 210 North 43rd Avenue, Phoenix, Arizona 85009-4624. Rosales’ mailing address of record is C/O Didn’t Do It Bail Bonds, 1837 South Mesa Drive, Suite A200, Mesa, Arizona 85210-6219. Rosales’ business e-mail address of record with the Department is

1 request.didntdoitbailbonds@gmail.com .

2 3. Premier is, and was at all material times, licensed as an Arizona business entity
3 bail bond agent. Premier's license, number 17943020, was last renewed on June 16, 2020
4 and is scheduled to expire on May 31, 2024.

5 4. Premier's business address of record with the Department is 1837 South Mesa
6 Drive #A-200, Mesa, Arizona 85210. Premier's business e-mail address of record with the
7 Department is asap.didntdoit@gmail.com .

8 5. Denise Whitten ("Ms. Whitten"), license number 17901247, is the designated
9 responsible licensed producer secretary, and treasurer of Premier. Rosales is listed as the
10 owner of Premier.

11 **Initial Consumer Complaint**

12 6. On or about August 27, 2020, consumer R.T. submitted a written complaint to
13 the Department alleging that Premier charged a \$3,000 fees for a bail bond. R.T. further
14 alleged that on or about July 2020, the Respondents' recovery agents repossessed her
15 vehicle.

16 7. On or about May 11, 2020, R.T. and a co-indemnitor contracted a \$10,000 bail
17 bond with Premier. R.T. used her 2009 Ford Edge ("vehicle") as collateral for this bail bond.
18 Premier listed the vehicle's value at \$5,000. On the date the bail bond was contracted,
19 Premier presented R.T. with a copy of their bail bond fee schedule. Upon review of the fee
20 schedule, the Department concluded that the only fee that was not actual and reasonable was
21 one of the \$50 vehicle lien transfer fee.

22 8. In the course of the bail bond contract, at R.T.'s request, the defendant was

1 surrendered to the custody of the Yavapai County Sheriff. During the defendant's surrender,
2 Premier incurred fees totaling \$2,800.

3 9. On or about May 15, 2020, the co-indemnitor paid Premier \$200 towards the
4 fees leaving a balance of \$2,600.

5 10. On or about June 9, 2020, the Respondents met with R.T. and the co-
6 indemnitor to set up a payment schedule of \$100 per week to pay off the fee balance.

7 11. On or about June 23, 2020, R.T. paid to Premier \$100 towards the fees leaving
8 a balance of \$2,500.

9 12. Respondents repossessed R.T.'s vehicle on or about July 2020 after she
10 stopped making the agreed upon payments. Respondents charged R.T. an additional \$400
11 fee for repossession of her vehicle and \$100 in fees for two vehicle title lien transfers
12 bringing the total fees owed to \$3,000.

13 13. The Department notified both R.T. and the Respondents of the investigation
14 findings and that the total fees R.T. owed Premier were \$2,950. The Department further
15 found that the Respondents were within their contractual obligation to take possession of
16 R.T.'s vehicle which was posted as collateral.

17 14. On September 14, 2020, the Department closed R.T.'s complaint.
18

19 **Subsequent Consumer Complaint**

20 15. On January 22, 2021, R.T. filed a second complaint against the Respondents.
21 R.T. alleged that upon her attempt to pay the remaining outstanding fees, Premier informed
22 her that they sold her vehicle.

1 16. On or about January 22, 2021, the Department sent an email to Respondents
2 notifying them of R.T.'s complaint. The Department requested that by January 29, 2021,
3 Premier produce a complete bail bond file, including the vehicle's bill of sale, sale price, and
4 the court's bond exoneration order.

5 17. On January 22, 2021, Rosales spoke to the Department's investigator to
6 discuss this new complaint. Rosales stated that R.T. contacted him on or about October 1,
7 2020 to make arrangements to pay the fees and arrange for the return of her vehicle. Rosales
8 further stated that he advised R.T. that she would need to pay all outstanding fees in full
9 before return of her vehicle. Rosales allowed R.T. to remove her personal belongings from
10 the vehicle.

11 18. Rosales informed the Department that he sold the vehicle to a Premier
12 employee. The employee was to make payments through payroll deduction until the vehicle
13 was paid in full. Rosales explained that he ultimately repossessed the vehicle after the
14 employee was terminated and stopped making payments on the vehicle. Rosales claimed
15 that he invested funds to upgrade the vehicle and that the vehicle was now used for
16 surveillance work.

17 19. Rosales failed to produce requested documents by the January 29th deadline.

18 20. On February 9, 2021, the Department inquired with Respondent's failure to
19 produce the required documents. Ms. Whitten responded to the Department's email that
20 same day. Ms. Whitten explained that she believed the matter was being handled and that
21 she will follow up with Premier's Phoenix Office about the matter.

22 21. On February 9, 2021, the Department's investigator obtained the bail bond

1 exoneration order issued by the Yavapai County Superior Court on November 25, 2020.

2 22. On February 10, 2021, Rosales responded to the Department confirming that
3 he failed to provide the previously requested documents and affirmed that he will provide all
4 documents by the following day (February 11, 2021). Rosales failed to provide any
5 documents by the end of February 11, 2021.

6 23. On February 12, 2021, Rosales provided some of the requested documents.
7 Rosales provided a written statement, repossession affidavit/bill of sale, and a copy of the
8 driver license of Premier's former employee to whom Rosales claimed the vehicle was sold.

9 24. Upon review of the provided documents, the Department found that the bill of
10 sale was recorded and notarized on October 24, 2020, which is thirty-two (32) days prior to
11 the Court's exoneration of bond order. The Department confirmed the October 24, 2020 sale
12 date with the Arizona Department of Motor Vehicles.

13 25. On February 12, 2021, during a telephone conference with the Department's
14 investigator Rosales confirmed that the vehicle was sold to the former Premier's employee
15 on October 24, 2020. Rosales further confirmed that he was not aware of the date of the
16 Court's exoneration of bond order. According to Rosales the vehicle's sale price was
17 commensurate with the fees owed by R.T.

18 26. The Department investigation discovered that while R.T.'s vehicle was in the
19 Respondents' possession, Respondents' drove the vehicle approximately seven thousand
20 (7,000) miles.

21 27. On February 23, 2021, the Department notified Respondents that they must
22 remit \$2,050 to R.T. post haste as the Court had exonerated the bond on November 25, 2020

1 and Respondents sold the collateral thirty-two (32) days prior.

2 28. On March, 1, 2021, Respondents remitted the payment to R.T.

3 **Violations**

4 29. Respondents failed to receive the collateral in a fiduciary capacity and keep the
5 collateral separate and apart from other funds, assets and property. The Respondents both
6 operated and sold the collateral prior to the bond's exoneration in violation of Arizona
7 Administrative Code ("A.C.C.") 20-6-601(E)(4)(a).

8 30. Respondents failed to return the collateral as soon as the obligation was
9 discharged by the court, in violation of A.C.C. 20-6-601(E)(4)(b).

10 31. Respondents failed to issue a demand of payment for unpaid fees at the time
11 the bond was exonerated, in violation of A.C.C. 20-6-601(E)(4)(c).

12 32. Respondents failed to keep complete records of all business done under the
13 authority of their license by not maintaining the vehicle's sale price, employee payment
14 contract, bond exoneration order issued by the court or a final demand for payment of fees in
15 violation of A.C.C. 20-6-601(D)(8); A.R.S. §§ 20-290(A); and A.R.S. § 20-340.01(F)(8, 9,
16 10, 11).

17 33. Respondents failed to comply with request to produce documents, reports, or
18 other materials by the January 29, 2021 deadline, in violation of A.R.S. § 20-157.01(A)

19 34. Respondents failed to submit an annual report to the Department listing all bail
20 recovery agents employed, hired as independent contractors or otherwise used by the bail
21 bond agent during the year, in violation of A.R.S. §§ 20-340.04(C) and A.R.S. § 13-3885(D).

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1 **CONCLUSIONS OF LAW**

2 1. The Director of the Department (“Director”) has jurisdiction over this matter.

3 2. Respondents conduct, as described above, constitutes a violation of Title 20 or
4 any rule, subpoena or order of the Director, within the meaning of A.R.S. § 20-295(A)(2).

5 3. Respondents conduct, as described above, constitutes improperly withholding,
6 misappropriating or converting any monies or properties received in the course of doing
7 insurance business, in violation of A.R.S. § 20-295(A)(4).

8 4. Respondents conduct, as described above, constitutes using fraudulent,
9 coercive or dishonest practices, or demonstrating incompetence, untrustworthiness or
10 financial irresponsibility in the conduct of business in this state or elsewhere, within the
11 meaning of A.R.S. § 20-295(A)(8).

12 5. Grounds exist for the Director to suspend for not more than twelve months or
13 revoke Respondent’s insurance producer license, pursuant to A.R.S. § 20-295(A).

14 6. Grounds exist, in addition to or instead of any suspension or revocation, for the
15 Director to impose a civil penalty of not more than \$250.00 for each unintentional failure or
16 violation up to an aggregate civil penalty of \$2,500.00, or impose a civil penalty of not more
17 than \$2,500.00 for each intentional failure or violation, up to an aggregate civil penalty of
18 \$15,000.00.

19 **ORDER**

20 IT IS HEREBY ORDERED THAT:

21 1. The bail bond license, National Producer No. 16212992, of **Arturo Rosales Jr**
22 is suspended for 30 calendar days, effective April 1, 2021 through May 1, 2021.

1 6. Respondents acknowledge and agree that the acceptance of this Consent Order
2 by the Director is solely to settle this matter and does not preclude the Department from
3 instituting other proceedings as may be appropriate now or in the future. Furthermore, and
4 notwithstanding any language in this Consent Order, this Consent Order does not preclude in
5 any way any other state agency or officer or political subdivision of this state from instituting
6 proceedings, investigating claims, or taking legal action as may be appropriate now or in the
7 future relating to this matter or other matters concerning Respondents, including but not
8 limited to violations of Arizona’s Consumer Fraud Act. Respondents acknowledge that,
9 other than with respect to the Department, this Consent Order makes no representations,
10 implied or otherwise, about the views or intended actions of any other state agency or officer
11 or political subdivision of the state relating to this matter or other matters concerning
12 Respondents.


13 7. Respondents acknowledge that this Consent Order is an administrative action
14 that the Department will report to the National Association of Insurance Commissioners
15 (NAIC). Respondents further acknowledge that they must report this administrative action
16 to any and all states in which they hold an insurance license and must disclose this
17 administrative action on any license application.

18 8. Respondents waive all rights to seek an administrative or judicial review or
19 otherwise to challenge or contest the validity of this Consent Order and its accompanying
20 parts before any court of competent jurisdiction

21 9. Arturo Rosales Jr represents that he is the owner of Premier Bail Bonds LLC
22


1 dba Didn't Do It Bail Bonds and, as such, is authorized to enter this Consent Order on its
2 behalf.

3
4 4/1/21
Date



Arturo Rosales Jr
(NPN License No. 16212992)

5
6 4/1/21
Date



Premier Bail Bonds dba Didn't Do It Bail Bonds
(NPN License No. 17943020)
Arturo Rosales Jr, Owner

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1 **COPY** of the foregoing delivered by E-mail
this 6th day of April,2021, to:

2 Arturo Rosales Jr
3 210 N 43rd Ave
Phoenix, AZ 85009-4624
4 Request.didntdoitbailbonds@gmail.com
art.didntdoit@gmail.com
5 Respondent

6 Premier Bail Bonds LLC dba Didn't Do It Bail Bonds
1837 S Mesa DR #A-200
7 Mesa, AZ 85210
asap.didntdoit@gmail.com
8 Respondent

9 Denise Whitten
1837 S Mesa DR #A-200
10 Mesa, AZ 85210
asap.didntdoit@gmail.com
11 Designated Responsible Licensed Producer
for Premier Bail Bonds LLC

12 **COPY** of the foregoing delivered/emailed same date, to:

13 Deian Ousounov, Regulatory Legal Affairs Officer
14 Ana Starcevic, Paralegal Project Specialist
Catherine M. O'Neil, Consumer Legal Affairs Office
15 Steven Fromholtz, Division Manager, Licensing Division
Aqueelah Currie, Licensing Supervisor
16 Jeff Eavenson, Investigator
Linda Lutz, Legal Assistant, Licensing Division
17 Arizona Department of Insurance
100 North 15th Avenue, Suite 261
18 Phoenix, Arizona 85007-2630

19 *Ana Starcevic* for
20 Francine Juarez