

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

ARNALDO VALIDO and XIOMARA
BAULLOSA,

Plaintiffs,
v.

CASE NO.
Civil Division

WAYNE DAVID COLLINS, XPRESS BAIL
BONDS, INC., AMERICAN SURETY
COMPANY, DANNY ABED, and UNIVERSAL
BONDS

Defendants.

VERIFIED COMPLAINT

Plaintiffs, ARNALDO VALIDO ("**Plaintiff Valido**") and XIOMARA BAULLOSA ("**Plaintiff Baullosa**") (cumulatively "**Plaintiffs**"), by and through their undersigned attorney sue Defendants, WAYNE DAVID COLLINS ("**Defendant Collins**"), XPRESS BAIL BONDS, INC. ("**Defendant Xpress**"), AMERICAN SURETY COMPANY ("**Defendant American**"), DANNY ABED ("**Defendant Abed**"), and UNIVERSAL BONDS ("**Defendant Universal**"), (cumulatively "**Defendants**") and allege as follows:

JURISDICTION, PARTIES AND VENUE

1. Plaintiff Valido is a resident of Miami-Dade County and is sui juris.
2. Plaintiff Baullosa is a resident of Miami-Dade County and is sui juris.
3. Defendant Collins is a resident of Broward County who does business in Miami-Dade County, has an office in Miami-Dade County and is an agent for Defendants Xpress and American.
4. Defendant Abed is a resident of Miami-Dade County and is an agent for Defendant Xpress and Defendant American.

5. Defendant Xpress is a corporation organized and existing under the laws of Florida, with its principal place of business in Miami-Dade and is sui juris.

6. Defendant American is a foreign corporation which does business in Miami-Dade County, is registered as a foreign corporation in Florida's Division of Corporations, and is sui juris.

7. Defendant Universal does business in Miami-Dade County, Florida and appears to be an alter ego of Defendant Xpress or Defendant Collins.

8. Plaintiffs and Defendants entered into Florida contracts ("**Contracts**") which included collateralizing properties located in Miami-Dade County.

9. Pursuant to the Contracts, payments were made by Plaintiffs to Defendants and it is believed that the money was deposited in Miami-Dade County and it is believed that the Contracts' money continues to be in Miami-Dade County.

10. This is a matter seeking damages in excess of thirty thousand dollars (\$30,000.00).

11. All conditions precedent were satisfied prior to the filing of the lawsuit.

FACTS COMMON TO ALL COUNTS

A. Arrest Capias and surety bonds issued against Plaintiffs.

12. On January 31, 2019, an Arrest Capias was filed against Plaintiffs in connection with the case styled as State of Florida v. Jorge Arnaldo Valido, et. al., Case No. 36-2019-CF-0000064-BCH, filed in the Twentieth Judicial Circuit in Lee County, Florida.

13. On or around February 5, 2019, Plaintiff Valido received from the Circuit Court of the Twentieth Judicial Circuit a three-million-dollar (\$3,000,000.00) surety bond ("**Bond 1**"). On or about February 5, 2019, Plaintiff Baullosa received from the Circuit Court of the Twentieth Judicial Circuit a three million five-hundred-thousand-dollar (\$3,500,000.00) surety bond.

14. Plaintiffs' respective criminal defense attorneys filed motions seeking to reduce the bonds. Plaintiff Valido's motion was denied but Plaintiff Baullosa's bond was reduced to one million seven hundred and fifty thousand dollars (\$1,750,000.00) ("**Bond 2**").

15. Plaintiff Valido's wife, Brittany Valido ("**Brittany**"), contacted multiple bondsmen but failed to contract a bonding company due to the amount of Plaintiffs' surety bonds. Brittany was referred to Defendant Collins by a friend and subsequently contacted Defendant Collins to act as the surety bondsman on Plaintiffs' behalf.

B. Contracting Collins as Plaintiffs' bondsman.

16. In the ordinary course of business of a Florida bail bond transaction, the bondsman will negotiate and underwrite the transaction with the defendant, including completing application forms, collecting premiums, and requiring collateral to secure the bond, if applicable. Once the necessary underwriting is completed, the bondsman will execute the bond at the jail or court to effectuate the release of the defendant. The actual bail bond is a three-party contract securing the defendant's appearance at all court proceedings, with the State as obligee, the defendant as principal, and the professional bondsman or the insurance company as surety.

17. On or around April 8, 2019, Brittany met with Defendant Collins at a Ft. Lauderdale Dunkin Donuts to contract him as a bail bondsman and speak about Plaintiffs' surety bonds. At the meeting, Brittany notified Defendant Collins of real properties ("**Properties**") that would collateralize the Bonds and that the Properties' owners were in Cuba ("**Owners**"). Defendant Collins failed to inform Brittany of any issues relating to the Owners' residency in Cuba and represented that he uses "the only person in the State of Florida" capable of posting bond on Plaintiffs' behalf.

18. On or around April 9, 2019, Brittany met with Defendant Collins at the aforementioned Dunkin Donuts to hand Defendant Collins a cashier's check for two hundred and thirteen thousand dollars (\$213,000.00) payable to Universal, and eighty-seven thousand dollars (\$87,000.00) in cash. See receipt from American Surety Company, attached hereto as **Exhibit "B."** The \$300,000.00 was and remains to be personal property of Plaintiff.

19. Bond 1 and Bond 2 ("**Bonds**") were created by Defendants.

20. Payment for Bond 1 and Bond 2 were made to or received to the benefit of Defendants.

21. "Defendant Universal" is neither incorporated under Florida law nor registered as a fictitious name. On the internet Defendant Universal represents to do business at the address of Defendant Xpress under the name of "Universal Bonds." Not knowing of the lack of Defendant Universal's identity, Plaintiffs made checks payable to "Universal Bonds" in the amount of one hundred thousand dollars (\$100,000.00). The \$100,000.00 was and remains to be personal property of Plaintiff. See two checks, attached hereto as **Exhibit "C."**

22. Defendant Collins asked to be provided with the addresses of the collateral Properties and name(s) of the Owners. Since Defendant Collins had previously been informed that the Owners were in Cuba, Defendant Collins instructed Brittany to have someone flown to Cuba and have the Properties' Owners execute the required documents to collateralize Bond 1 and Bond 2.

23. Proof of travel to Cuba was requested by Defendant Collins.

24. Defendant Collins did not provide instructions as to how the Owner's signatures needed to be notarized, nor did Defendant Collins request proof of air travel to Cuba for the notary who was to notarize the Owners' signature on the collateral documents.

C. The Properties' Owners executed the collateral documents in Cuba.

25. To properly account for bail bond obligations, it is customary for insurance companies acting as surety to provide a bondsman with pre-numbered powers of attorney to accompany each bail bond posted. In accordance with such practices, on or around April 11, 2019, American Surety's counsel sent Brittany an email attaching the powers of attorney for each property owner, indemnity agreements, and the mortgage deeds ("**Collateral Documents**"). On this same date, an employee of Defendant Collins delivered to Brittany the documents that were

to be executed in Cuba. The documents Brittany received had already been filled in with the execution date and the notary portion was prepared, needing only signature and seal.

26. Defendant Collins then requested for an additional one thousand dollars (\$1,000.00) which was to be deducted from the recording fees and reiterated that Brittany provide proof of air travel once the executed documents were obtained from Cuba. See text messages between Brittany and Collins, attached hereto as **Exhibit "D."**

27. At this time, Defendant Collins still failed to request any needed proof of air travel for the notary who would notarize the Owners' signatures in Cuba.

28. On or around April 13, 2019, Defendant Collins confirmed to Plaintiffs that the Properties adequately collateralized the bonds and once again represented that he was the only person that could post a bond for three million dollars (\$3,000,000.00). See text messages, attached hereto as **Exhibit "E."** On this same date, Damian Rivas flew to Cuba, and the Properties' Owners executed the necessary documents. See boarding pass, attached hereto as Exhibit "F."

D. The executed collateral documents were brought back from Cuba.

29. On or around April 14, 2019, the loan documents lienning the Properties ("**Loan Documents**") were returned from Cuba and given to Brittany, who then immediately took the Loan Documents to the notary. However, unbeknownst to Plaintiffs and Brittany, the Loan Documents were improperly notarized.

E. Collins' office is provided with the notarized collateral documents.

30. On or around April 15, 2019, Brittany met with Defendant Collins at his office and provided the following documents to his employee:

- a. the executed bond documents;
- b. proof of air travel to Cuba; and
- c. the narrative drafted by the notary.

31. Photocopies of the Loan Documents were made by Defendant Collins or his agents at Defendant Collins' office and Brittany received a copy of each document, except for the narrative drafted by the notary.

32. Amongst the documents photocopied and reviewed at Collins' office were the mortgage deeds ("**Mortgages**") to the Properties used as collateral, which show they were executed on April 11, 2019 and notarized on April 14, 2019.

33. The names on the boarding passes (of the flights to Cuba) provided to Defendant Collins clearly did not match the name of the notary on the Mortgages. See Mortgage Deeds, attached hereto as **Exhibit "G."** Despite the blatant discrepancies, Collins failed to inform Brittany that the notarized Loan Documents were defective.

34. In Miami-Dade County, it is common for bail bondsmen to be experienced in the business of receiving property documents as collateral for a surety bond, and they know or should know of such. Bondsmen would be expected to inspect the documents they receive for any deficiencies, especially those related to notarization. Given the amount of Plaintiffs' surety bonds, Defendant Collins was mandated or under a duty to closely scrutinize the Mortgage Deeds to assure compliance with all the requirements of a properly executed mortgage deed to properly collateralize the Bonds.

F. Plaintiffs' release from custody.

35. On April 24, 2019, Plaintiff Valido's Criminal Defense Attorney filed an Unopposed Motion for Order Approving Sufficiency of Bond Collateral.

36. On May 1, 2019, an Order Approving Sufficiency of Bond Collateral was entered and on this same date Plaintiff Valido was bonded out and released from custody. See **Exhibit "H."**

37. On May 2, 2019, Collins executed a handwritten agreement with Plaintiff Valido stipulating the agreed conditions of the surety bond. See handwritten agreement, attached hereto

as **Exhibit "I."** Under the agreed terms Plaintiff Valido was to wear a GPS monitor however, Collins never enforced this condition.

38. On May 8, 2019, Plaintiff Baullosa was bonded out and released from custody. Plaintiffs paid Defendant Collins for Plaintiff Baullosa's bond with two cashier's checks, one for thirty thousand dollars (\$30,000.00) and another for seventy thousand dollars (\$70,000.00). See Exhibit "C." At this time, Defendants held Plaintiffs' four hundred thousand dollars (\$400,000.00) for alleged commissions.

39. Between the time of the release and Defendants' surrender of their respective bonds, Plaintiffs had not breached the terms of their bond agreements.

G. American Surety and Xpress Bonds file a Bond Surrender Request.

40. On August 29, 2019, months after the bonds were issued, Notary Lazaro Cordero, ("**Notary Cordero**"), the Loan Documents' notary, was arrested and charged with unlawful use of notary commission in regard to the Loan Documents. Plaintiffs were not charged in connection with his arrest.

41. On September 23, 2019, Defendant Collins instructed Plaintiff Valido to meet at Defendant Collins' office where he informed Plaintiffs that they had to be arrested and surrendered to Lee County authorities due to Notary Cordero's arrest.

42. Defendant Abed signed documents entitled "Bond Surrender Request" ("**Surrender Request**") on behalf of Defendants.

43. In the Surrender Request, Defendant Abed represented the collateral was voided.

44. Defendant Collins thereafter falsely asserted that he would bond Plaintiffs free of charge considering the amount of money Plaintiffs had already paid him. These allegations turned out to be false and on this same date, Defendant Abed requested Defendants be relieved of their

bond obligations by filing a bond Surrender Request premised on the notion that Plaintiffs violated the bail bond contract.

45. Upon Bond 1 and Bond 2 being "relieved," Plaintiffs were arrested by Defendant Collins and Defendant Abed, and transported to Lee County authorities where they were in custody for a period of twenty-four (24) and twenty-two (22) days, respectively.

46. After being relieved on the bonds, Defendant Collins refused to refund Plaintiffs' four hundred thousand dollars (\$400,000.00) received for the surety bonds under the precept that he was entitled to retain the money because "the notary on the collateral was fraudulent."

H. Collins has experience securing collateral and failed to be diligent.

47. Defendant Collins has been in the bail bondsmen business for at least twenty (20) years and knows it is of paramount importance that bond collateral is properly secured. See copy of Wayne Collins Licensee details, attached hereto as **Exhibit "J."** Defendant Abed is also believed to be a veteran in handling bond services in southern Florida.

48. Given the amounts of Bond 1 and Bond 2, Defendant Collins and/or Defendant Abed had a duty to be more diligent with respect to the bonds' collateralization.

49. Defendant Collins and/or Defendant Abed, failed to their duties by not ensuring that the signatures were properly notarized on the Mortgages.

50. The signatures on the Mortgages were never remedied by Defendants.

51. Defendants never asked or requested Plaintiffs to remedy any alleged defect in the Collateral Documents or Mortgages.

52. Instead, Defendants, wrongly asserted that the Mortgages were "void" and applied to have the bonds subjected to the Surrender Request.

53. It should be noted that the acts by Defendant Collins and/or Defendant Abed in this case follow prior actions taken by Defendant Collins in which they unlawfully grabbed money from bond purchasers. An unflattering reputation for scamming clients and multiple allegations

for wrongdoings have been made against Defendant Collins. See articles, attached hereto as **Exhibit "K."** Their elaborate scheming and lack of caution resulted in a four hundred-thousand-dollar (\$400,000.00) windfall at the expense of the Plaintiffs.

COUNT I - BREACH OF CONTRACT

54. Plaintiffs re-allege and incorporate all allegations contained in paragraphs 1 through 53.

55. On or around April 8, 2019, Plaintiffs entered a contract with the following mutual agreements: (1) Plaintiffs would pay the Defendants ten percent (10%) of the total amount of the bonds; (2) Plaintiffs would sign loan documents for the bonds; and (3) the Defendants would have Plaintiffs released from Lee County Jail and ensure their appearance in court. See Indemnity agreements and promissory notes, attached hereto as **Exhibit "L."**

56. In order to meet the first requirement of the contract, Plaintiffs delivered to Defendants four hundred-thousand-dollars (\$400,000.00) for three million one hundred seventy five thousand dollars (\$3,175,000.00) of bonds. Additionally, the collateral Properties' Owners executed multiple promissory notes and the mortgage deeds in favor of Defendants.

57. In order to meet the second requirement of the contract, Plaintiffs signed loan documents. See **Exhibit "L."**

58. In order to meet the third requirement of the contract, Defendants had Plaintiffs released from Lee County jail by Defendants' bond.

59. Notary Cordero's fraud [¶'s 40-41] did not deny the validity of Defendants mortgage lien against the Properties under Florida law.

60. On September 23, 2019, Defendants breached the contract with Plaintiffs by filing a bond Surrender Request under the false premise that the bond conditions were violated due to a fraudulent notary, although Defendants failed to ensure that the collateral documents were properly notarized when originally presented with same. In effect, the fraudulent notary, to which the

Plaintiffs were not a party, could have been resolved at the inception of the Parties' engagement had Defendants performed a basic review of the collateral documents.

61. Defendants, through Defendant Abed, misrepresented that the Mortgages were "void."

62. Defendants misrepresented that the Mortgages, as presented, allegedly affected the collateralization of the loan.

63. Plaintiffs have been damaged by Defendants' breach by:

(1) being incarcerated for a period of twenty-four (24) days for ARNALDO VALIDO and twenty-two (22) days for XIOMARA BAULLOSA, and by

(2) Defendants continued inappropriate failure to refund any monies causing Plaintiffs to suffer a loss of four hundred-thousand dollars (\$400,000.00) of personal property.

64. Plaintiffs have demanded return of the four hundred-thousand dollars (\$400,000.00) from Defendants, and Defendants have asserted they would not return the funds.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, for damages, fees and costs, and prejudgment interest, together with such other relief as this Court deems proper.

COUNT II - FRAUDULENT MISREPRESENTATION

65. Plaintiffs re-allege and incorporate all allegations contained in paragraphs 1 through 53.

66. From 2019 through 2020, Defendant Collins, made numerous misrepresentations and omissions of material fact regarding the surety Bonds' collateral notarization procedures.

67. Defendant Collins induced Defendants to work with he and his partners or companies to provide a bond for Plaintiffs.

68. Reasonably relying on the Defendants' representations, Plaintiffs paid the ten percent (10%) commission for a total of four hundred-thousand dollars (\$400,000.00) in order to

be released from prison. Moreover, Defendant Collins, with his extensive experience in the bail bond business, knew that his request to have anyone flown to Cuba for the execution of security instruments (Mortgage Deeds), without explicit instructions concerning what needs to be done to give legal effect on mortgage against a U.S. property that is executed in a foreign jurisdiction, was improper.

69. Plaintiffs, unfamiliar with the proper notarization requirements, reasonably relied upon Defendant Collins' misrepresentations on having the Loan Documents executed in Cuba before a Florida notary.

70. The Mortgages, as presented, are not "void", but instead are enforceable liens under Florida law.

71. Defendant Collins, during these acts, was either acting as or as an agent of Defendants.

72. Plaintiffs were damaged by Defendant Collins' misrepresentation because such misrepresentation relieved Defendants of their bond obligations while Defendants simultaneously kept the four-hundred-thousand-dollar (\$400,000.00) premium derived for the bond – which money was paid to Defendants by Plaintiffs.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, for damages, attorney's fees and costs, and prejudgment interest, together with such other relief as this Court deems proper.

COUNT III - UNJUST ENRICHMENT

73. Plaintiffs re-allege and incorporate all allegations contained in paragraphs 1 through 53.

74. This is a pleading in the alternative in which Plaintiffs assert there is no adequate remedy at law.

75. At all times material, a benefit was conferred upon Defendants – the delivery of the four hundred-thousand dollars (\$400,000.00) ("**Improper Commission**") tendered to Defendants.

76. At all times material, Defendants requested benefit or knowingly and voluntarily accepted benefit by not refunding or returning the Improper Commission.

77. The Improper Commissions are personal property of Plaintiffs.

78. Under the circumstances, it would be inequitable for Defendants to retain the Improper Commission without paying value thereof to Plaintiffs.

79. Because of the above-recited reasons, Defendants' continued retention of the Improper Commission is inequitable to Plaintiffs.

80. Defendants' retention of the Improper Commission constitutes damages to Plaintiffs.

WHEREFORE, Plaintiffs demand judgment against Defendants for damages, costs, and prejudgment interest, together with such other relief as this Court deems proper

COUNT IV - CONVERSION

81. Plaintiffs re-allege and incorporate all allegations contained in paragraphs 1 through 53.

82. The Improper Commission tendered to Defendants is personal property of Plaintiffs.

83. Defendants have improperly possessed the Improper Commission after demands for refund/return were made by Plaintiffs or their agents to Defendants.

84. Defendants' dominion over the Improper Commission wrongfully remains.

85. The Improper Commission remains with Defendants by either a mistaken belief of a legal right to the Improper Commission or a criminal intent to take property of Plaintiff.

86. The Improper Commission has not been earned and Defendants' control over the same is inconsistent with the Plaintiffs' rights to the funds.

87. The failure to deliver the Improper Commission to Plaintiffs constitutes a conversion by Defendants of Plaintiffs' personal property.

WHEREFORE, Plaintiffs demand judgment against Defendants for damages, costs, and prejudgment interest, together with such other relief as this Court deems proper.

RESERVATION TO SEEK PUNITIVE DAMAGES

Plaintiffs reserve the right to amend and seek punitive damages.

JURY TRIAL BY DEMAND

Plaintiffs request jury trial on all issues presented.

Meyer & Nuñez, P.A.
2223 Coral Way
Miami, FL 33145
Phone: (305)285-8838
Fax: (305)285-8919

/s/ Robert Meyer

By: Robert C. Meyer
Fla. Bar# 436062

Meyer & Nuñez, P.A.
135 San Lorenzo Ave Ste 620
Coral Gables, FL 33146-1875
Phone: (305) 722-9898

/s/ David Nunez

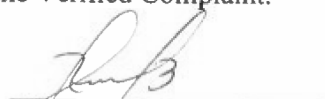
By: David Nunez
Fla. Bar# 646776

VERIFICATION

WE, ARNALDO VALIDO and XIOMARA BAULLOSA, swear under the penalty of perjury under the law of the United States, that: we are each a Plaintiff in the this action; that each of us has read the foregoing Verified Complaint; and, each of us has reviewed the attached exhibits. We swear, under penalty of perjury under the laws of the United States, that the factual information set forth in the Verified Complaint is true and correct, and the attached exhibits are true and correct copies of what they are described to be in the Verified Complaint.



Arnaldo Valido



Xiomara Baullosa

Exhibit “A”

2019 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F94000000531

Entity Name: AMERICAN SURETY COMPANY

Current Principal Place of Business:

250 EAST 96TH STREET,
SUITE #202
INDIANAPOLIS, IN 46240

Current Mailing Address:

P O BOX 68932
INDIANAPOLIS, IN 46268 US

FEI Number: 95-3730189

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CHIEF FINANCIAL OFFICER
200 EAST GAINES STREET
TALLAHASSEE, FL 32399-0000 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D
Name WHITLOCK, JOHN TD
Address 250 EAST 96TH STREET, SUITE #202
City-State-Zip: INDIANAPOLIS IN 46240

Title DFST
Name LONGSTRETH, PAUL JDFST
Address 250 EAST 96TH STREET, SUITE #202
City-State-Zip: INDIANAPOLIS IN 46240

Title DVP
Name WHITLOCK, MICHAEL J
Address 250 EAST 96TH STREET, SUITE #202
City-State-Zip: INDIANAPOLIS IN 46240

Title PDCE
Name CARMICHAEL, WILLIAM BPDCE
Address 250 EAST 96TH STREET, SUITE #202
City-State-Zip: INDIANAPOLIS IN 46240

Title STCF
Name LONGSTRETH, PAUL J
Address 250 EAST 96TH STREET, SUITE #202
City-State-Zip: INDIANAPOLIS IN 46240

Title DVP
Name AMATO, DANIEL
Address 250 EAST 96TH STREET, SUITE #202
City-State-Zip: INDIANAPOLIS IN 46240

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PAUL J LONGSTRETH

CFO/SEC/TREAS

04/23/2019

Electronic Signature of Signing Officer/Director Detail

Date

Plaintiffs' Exhibit A

2021 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F94000000531

Entity Name: AMERICAN SURETY COMPANY

Current Principal Place of Business:

250 EAST 96TH STREET,
SUITE #202
INDIANAPOLIS, IN 46240

Current Mailing Address:

P O BOX 68932
INDIANAPOLIS, IN 46268 US

FEI Number: 95-3730189

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CHIEF FINANCIAL OFFICER
200 EAST GAINES STREET
TALLAHASSEE, FL 32399-0000 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D
Name WHITLOCK, JOHN TD
Address 250 EAST 96TH STREET, SUITE #202
City-State-Zip: INDIANAPOLIS IN 46240

Title DFST
Name LONGSTRETH, PAUL JDFST
Address 250 EAST 96TH STREET, SUITE #202
City-State-Zip: INDIANAPOLIS IN 46240

Title DVP
Name WHITLOCK, MICHAEL J
Address 250 EAST 96TH STREET, SUITE #202
City-State-Zip: INDIANAPOLIS IN 46240

Title PDCE
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Address 250 EAST 96TH STREET, SUITE #202
City-State-Zip: INDIANAPOLIS IN 46240

Title STCF
Name LONGSTRETH, PAUL J
Address 250 EAST 96TH STREET, SUITE #202
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Title DVP
Name AMATO, DANIEL
Address 250 EAST 96TH STREET, SUITE #202
City-State-Zip: INDIANAPOLIS IN 46240

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PAUL J LONGSTRETH

CFO/SECRETARY/TREAS 02/09/2021
URER

Electronic Signature of Signing Officer/Director Detail

Date

Plaintiffs' Exhibit A

Exhibit "B"

EMAIL: BRITTANYVALIDO@GMAIL.COM

LICENSE # E 215-076-82-917-

11.17.1982 D.O.B

SS # 208,70,4870

AMERICAN SURETY COMPANY

P.O. Box 68932

Indianapolis, Indiana 46268

1-317-875-8700

RECEIPT AND STATEMENT OF CHARGES

Receipt No. 1227876

Received of

Date APRIL 9th 2019

Brittany Espinel

Name

600 NW 5914 Ave Miami 33125

Address

Bail Bond Premium

\$ 300,000.00

Expenses (itemize in detail, such as Guard Fees, Recording Fees, Notary Fees, Long Distance Calls, Telegrams, Travel and other actual, unusual expenses, where permitted by law.)

CASHIER CHECK

\$ 213,000.00

\$ 87,000.00 CASH

Need \$300 for CASH

NOT AT THIS

DATE!

TOTAL CHARGES

Received on Account

\$ 300,000.00

\$ 300,000.00

\$ -0-

Was Collateral taken? (YES) (NO)

Balance

If Yes, Collateral Receipt No.

NAME AND ADDRESS OF BAIL BOND AGENCY

Universal Bond

By

MEMORANDUM OF BAIL BOND FURNISHED

Defendant ARNALDO VALIDO

Bond No.

Bond Amt. \$ 3,000,000.00

SSN

DOB

3/29/88

Charge

Insurance Fraud / Rico

Date Filed

Date Released

A.M.

Date to Appear

Time

P.M.

Case No.

Court

Circuit

City

LEE

Received Copy of above receipt and Memo

Indemnitors Signature

WHITE - ORIGINAL COPY

CANARY - COMPANY'S COPY

PINK - AGENT'S COPY

Thank You

Plaintiffs' Exhibit B

Exhibit "C"

Notice to Purchaser - In the event this check is lost, misplaced or stolen, a ninety (90) day waiting period will be required prior to replacement. This check should be signed within 90 days.

Cashier's Check - Customer Copy

No. 1187606838

Valid After 90 Days

30-1/1140

Date 05/13/19 11:24:30 AM

NTX

CENTRAL PLAZA

0006 0107353 0110

Pay

****Seventy Thousand and 00/100 Dollars****

To The UNIVERSAL BONDS

Order Of

Remitter (Purchased By): ROBERTO DIMAS VALIDO

Bank of America, N.A.

SAN ANTONIO, TX

****\$70,000.00****

Not-Negotiable

Customer Copy

Retain for your Records

001641001973

Notice to Purchaser - In the event this check is lost, misplaced or stolen, a ninety (90) day waiting period will be required prior to replacement. This check should be signed within 90 days.

Cashier's Check

No. 1187606838

Valid After 90 Days

30-1/1140

Date 05/13/19 11:24:30 AM

NTX

CENTRAL PLAZA

0006 0107353 0110

Pay

****Seventy Thousand and 00/100 Dollars****

To The UNIVERSAL BONDS

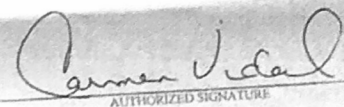
Order Of

Remitter (Purchased By): ROBERTO DIMAS VALIDO

Bank of America, N.A.

SAN ANTONIO, TX

****\$70,000.00****



AUTHORIZED SIGNATURE

001641001973

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

Notice to Purchaser - In the event this check is lost, misplaced or stolen, a ninety (90) day waiting period will be required prior to replacement. This check should be signed within 90 days.

Cashier's Check - Customer Copy

No. 1187606838

Valid After 90 Days

30-1/1140

Date 05/13/19 11:24:30 AM

NTX

CENTRAL PLAZA

0006 0107353 0110

Pay

****Seventy Thousand and 00/100 Dollars****

To The UNIVERSAL BONDS

Order Of

Remitter (Purchased By): ROBERTO DIMAS VALIDO

Bank of America, N.A.

SAN ANTONIO, TX

****\$70,000.00****

Not-Negotiable

Customer Copy

Retain for your Records

001641001973

Plaintiffs' Exhibit C

Date: April 6, 2020

Branch Banking and Trust

Page 1 of 1

Reference: 20000402601930 20000402601930.20000291314932

ARNALDO VALIDO
9101 SW 170TH AVE
MIAMI, FL 33196-2937

255
63-9136/2631

5-7-19

PAY to the order of Universal Bond \$30,000.00
Thirty Thousand Dollars

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK-BBT BBT.com

For Signature

⑆263191387⑆0000244315070⑆00255

ENDORSE HERE

Universal Bond
110004041559
Deposit only

☐ CHECK HERE IF RUDDIF DEPOSIT
CO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

Date
Amount 3000000
Serial Number 5

Account Number
CR-DR
Transaction Link 08

Plaintiffs' Exhibit C

Exhibit "D"

I got it all figured out it'll be done and back on Sunday

Ok deal with my Jorge and Ray....ill come in at end... Alls good..he will get out

Thank youuuuu!!!!

Thu, Apr 11, 8:29 PM

(1/2) Plz when u bring jorge paperwork back from cuba keep copies of plane tickets each way and give them to him ..also give him 1 thousand dollars as

(2/2) discussed than also..A credit card is fine..Ill take thousand off recording fees as promised

Ok. When will I have to pay the recording fees. I literally am down to almost nothing

Until he gets out

each way..dotting all I-s and

(2/2) crossing all T-s so its smooth

OK, I'm just saying that JR and I both heard that you were not going to record the mortgages so we are a little confused and we were not expecting that

On top of this I had to hire Paul which is an extra \$100,000

And now, Julio Valido, the owner of the home in Princeton, he has no problem signing it but in six months he wanted to refinance his house so he could go back to school. He has three children and I don't know what to do now. Should I find another property instead of his?

(1/3) That was before I read judges order it says" I must within 10 days send a copy of title search to state showing liens were recorded" if we dont do it

Exhibit "E"

Sat, Apr 13, 11:01 AM

Loaded credit card with funds so when he calls I am ready to take call..if he calls have him callme...

Good morning Dave. ok I will. Usually calls me around this time. I'll have him call you. Paul is getting his retainer today. Junior is taking it to him. And I will have all the documents tomorrow to give to him or whoever you tell me to.

Ok ill wait for his call..if I dont answer he needs to call back every 15 minutes....going in the jail at 1230pm so hope he calls....

Jorge is who gets all Documents and passport and copies of plane tickets...tk...

Sat, Apr 13, 2:36 PM

Hi Dave. I understand that you're working today so you can reply

Now this could take months as we gave you \$300,000 to get him out. I'm top of that I just gave Paul \$20K. What is the issue? Collateral? I need to know exactly what is going on. Myself and everyone else is working very hard to have Arnaldo out. You had told me it would be next week. I feel like there are many different stories I've been told and I'm getting worried. If there is something I am missing please let me know.

(2/5) name on them..I said collaterals perfect but if judge or prosecutor don't approve it we will do whatever they want till they are satisfied and he's

(3/5) released...I said if it takes me a month 2 or 3 or I won't stop until I get him out...I am ready to put bonds...I need all paperwork and tickets by Monday

(4/5) and then I will get everything submitted....I am only person who

(5/5) signed and then judge needs to approve....have good weekend

Ok thank you for clarifying. Have a good weekend as well

(1/6) I AM NOT TAKING ANOTHER CALL FROM HIM..HES BASICALLY CRYING ON PHONE AND I WONT LIE TO ANYONE FOR MONEY..I SAID THE TRUTH..IF THEY REJECT BOND WE WILL

(2/6) KNOW WHY AND FIX IT..I SAID HIS CASE WILL TAKE 3 YEARS BEFORE ITS HEARD AND THAT IF IT TOOK US 1,2, 3 MONTHS TO SATISFY THEM TO GET HIM OUT i will work

(3/6) nonstop till hes out..thats what I said..he said omg Please dont let that happen..I said because of order we have to get it approved by judge..if that

(4/6) wasnt their he would have

Exhibit "F"

BOARDING PASS

RIVAS / DAMIAN

Flight:

Date:

SWQ 750

13APR19

From:

MIAMI

To:

HOLGUIN

Zone:

Seat:

13F

Seq:

063

Bags:

3

Plaintiffs' Exhibit F

Exhibit "G"

THIS IS A \$1,650,000⁰⁰ CONTINGENT MORTGAGE

Mortgage Deed

EXECUTED this 11 day of April, 2019, by JORGE VALIDO & VANESSA SICILIA hereinafter called the Mortgagor, to American Surety Company, P.O. Box 68932, Indianapolis, IN 46268, hereinafter called the Mortgagee:

Witnesseth: That for good and valuable considerations, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith, hereinafter described the Mortgagor hereby grants, bargains, sells, aliens, conveys and conforms unto the Mortgagee is now seized and in possession, situate in FLORIDA County, Florida wit:

Address: 239 ATLANTIC BLVD KEY LARGO FL 33037

This Mortgage Deed is accepted as collateral for Bond No. _____ posted in behalf of ARNALDO VALIDO in the CLAWIT Court of LEE County, and shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagee.

Additionally, the undersigned Mortgagor does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor heirs, legal representatives or assigns, shall pay into the said Mortgagee, legal representatives or assigns, a certain Promissory Note, a copy of which is attached hereto, and shall pay all sums payable thereunder, and perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said Promissory Note and of this Mortgage. Also, said Mortgagor shall pay all taxes, insurance premiums reasonably required, all cost and expenses, including reasonable attorney's fees, which said Mortgagee may incur in collecting money secured by this Mortgage or in enforcing this Mortgage by suit or otherwise, then this Mortgage and the estate hereby created shall cease and be null and void.

If any sum of money herein referred to be not promptly paid within ten (10) days next after same become due, or if each and every agreement, stipulation, condition and covenant of said Note and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee become due and payable. Anything in said Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights on options under said Note or this Mortgage accrued or thereafter accruing.

Signed, sealed and delivered in the presence of:

[Signature]
BRAD

JORGE VALIDO
Mortgagor
VANESSA SICILIA
Mortgagor

Before me the undersigned authority personally appeared JORGE VALIDO & VANESSA SICILIA who upon being duly sworn, deposes and states that HE/SHE are the person(s) who executed the foregoing instrument and HE/SHE acknowledge before me that HE/SHE executed the same.

Witness my hand and official seal in the county and state of Florida, this 11 day of April, 2019.



LAZARO CORDERO
MY COMMISSION # FF921276
EXPIRES: September 23, 2019

04-14-2019

CONTINGENT PROMISSORY NOTE

Bond No. 3,000,000 Florida, 2019

For value received, JORGE VALIDO & VANESSA SICILIA Promises to pay to the order of AMERICAN SURETY COMPANY, \$3,000,000 THREE MILLION Dollars, at P.O. Box 68932, Indianapolis, Indiana 46268, if and only if the following stated contingency occurs:

Upon the forfeiture or expiration of the surety bond or bonds posted on behalf of ARNALDO VALIDO defendant in Case No. 19-CF-000064-B in the Court of _____ County, Florida, by mortgagee, or upon payment of any expenses incurred by the mortgagee to produce the defendant before the appropriate court or courts of competent jurisdiction in the above cause, with interest thereon at the rate of 18% percent, per annum, from the occurrence of the above stated contingency, until fully paid. Interest payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees and assessable costs, for making such collection.

Deferred interest payments to bear interest from maturity at 18% percent per annum, payable semi-annually.

It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given only to secure future advances up to and including \$3,000,000 Dollars and interest.

It is further agreed and specifically understood that this Note shall become null and void in the event said defendant ARNALDO VALIDO shall appear in the proper court at all the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the surety discharged of all liability thereunder in writing otherwise to remain in full force and effect.

Date: April 11, 2019.

JORGE VALIDO (Seal)
VANESSA SICILIA (Seal)

This Instrument Prepared By: Mark S. Levine, Esq., Attorney At Law, 245 East Virginia Street, Tallahassee, Florida 32301

ASC-89 (Rev 8/02)

THIS IS A \$1625,000⁰⁰ CONTINGENT MORTGAGE

Mortgage Deed

EXECUTED this 11 day of April, 2019, by JORGE VALIDO and VANESSA SICILIA hereinafter called the Mortgagor, to American Surety Company, P.O. Box 68932, Indianapolis, IN 46268, hereinafter called the Mortgagee:

Witnesseth: That for good and valuable considerations, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith, hereinafter described the Mortgagor hereby grants, bargains, sells, aliens, conveys and conforms unto the Mortgagee is now seized and in possession, situate in DADE County, Florida wit:

Address: 5450 SW 156 PL. MIAMI FL. 33185

LEGAL TAKES OF THE MEDDOW SEC 4 PB 118-78
LOT 63 BLK 35 LOT SIZE 16250 SQ FT
4 INTIN COMMON ARE OF 14051-01822-4
03891 COL 23933-0820 0620054

This Mortgage Deed is accepted as collateral for Bond No. _____ posted in behalf of ARNALDO VALIDO in the Circuit Court of LEE County, and shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagee.

Additionally, the undersigned Mortgagor does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor heirs, legal representatives or assigns, shall pay into the said Mortgagee, legal representatives or assigns, a certain Promissory Note, a copy of which is attached hereto, and shall pay all sums payable thereunder, and perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said Promissory Note and of this Mortgage. Also, said Mortgagor shall pay all taxes, insurance premiums reasonably required, all cost and expenses, including reasonable attorney's fees, which said Mortgagee may incur in collecting money secured by this Mortgage or in enforcing this Mortgage by suit or otherwise, then this Mortgage and the estate hereby created shall cease and be null and void.

If any sum of money herein referred to be not promptly paid within ten (10) days next after same become due, or if each and every agreement, stipulation, condition and covenant of said Note and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee become due and payable. Anything in said Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights on options under said Note or this Mortgage accrued or thereafter accruing.

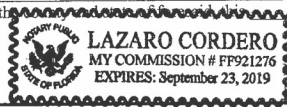
Signed, sealed and delivered in the presence of:

[Signature]
B. J. [Signature]

JORGE VALIDO
Mortgagor
VANESSA SICILIA
Mortgagor

Before me the undersigned authority personally appeared JORGE VALIDO & VANESSA SICILIA, who upon being duly sworn, deposes and states that HE / SHE are the person(s) who executed the foregoing instrument and HE / SHE acknowledge before me that HE / SHE executed the same.

Witness my hand and official seal in the presence of this 11 day of April, 2019



9/24-11-2019
NOTARY PUBLIC
My Commission Expires

CONTINGENT PROMISSORY NOTE

Bond No. 3000,000 Florida, 2019. For value received, JORGE VALIDO & VANESSA SICILIA Promises to pay to the order of AMERICAN SURETY COMPANY,

\$3,000,000 THREE MILLION Dollars, at P.O. Box 68932, Indianapolis, Indiana 46268, if and only if the following stated contingency occurs:

Upon the forfeiture or escheature of the surety bond or bonds posted on behalf of ARNALDO VALIDO defendant in Case No. 19-CF-000064-B in the Court of LEE County, Florida, by mortgagee, or upon payment of any expenses incurred by the mortgagee to produce the defendant before the appropriate court or courts of competent jurisdiction in the above cause, with interest thereon at the rate of 18% percent, per annum, from the occurrence of the above stated contingency, until fully paid. Interest payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees and assessable costs, for making such collection.

Deferred interest payments to bear interest from maturity at 18% percent per annum, payable semi-annually.

It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given only to secure future advances up to and including \$3,000,000 Dollars and interest.

It is further agreed and specifically understood that this Note shall become null and void in the event said defendant ARNALDO VALIDO shall appear in the proper court at all the time or times so directed by the Judge or Judges of competent jurisdiction upon the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the surety discharged of all liability thereunder in writing, otherwise to remain in full force and effect.

Date: April 11, 2019. JORGE VALIDO (Seal)
VANESSA SICILIA (Seal)

This Instrument Prepared By: Mark S. Levine, Esq., Attorney At Law, 245 East Virginia Street, Tallahassee, Florida 32301 ASC-89 (Rev 8/02)

Plaintiffs' Exhibit G

THIS IS A \$400,000

CONTINGENT
MORTGAGE

Mortgage Deed

EXECUTED this 11 day of April, 2019, by JULIO A. VALIDO & ELIZABETH M. VALIDO hereinafter called the Mortgagor, to American Surety Company, P.O. Box 68932, Indianapolis, IN 46268, hereinafter called the Mortgagee:

Witnesseth: That for good and valuable considerations, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith, hereinafter described the Mortgagor hereby grants, bargains, sells, aliens, conveys and conforms unto the Mortgagee is now seized and in possession, situate in DADE County, Florida wit:

ADDRESS: 23844 SW 115 CT. HOMESTEAD FL 33032

LEGAL: BOREK PB 166-0891 22455 LOT 7 BLK 2
LOT SIZE 55'14" X 30' FT
FAU 30 6019 000 0001
COC 24892-2536 082006 2 (69)

This Mortgage Deed is accepted as collateral for Bond No. _____ posted in behalf of ARNALDO VALIDO in the CIRCUIT Court of LEE County, and shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagee.

Additionally, the undersigned Mortgagor does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor heirs, legal representatives or assigns, shall pay into the said Mortgagee, legal representatives or assigns, a certain Promissory Note, a copy of which is attached hereto, and shall pay all sums payable thereunder, and perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said Promissory Note and of this Mortgage. Also, said Mortgagor shall pay all taxes, insurance premiums reasonably required, all cost and expenses, including reasonable attorney's fees, which said Mortgagee may incur in collecting money secured by this Mortgage or in enforcing this Mortgage by suit or otherwise, then this Mortgage and the estate hereby created shall cease and be null and void.

If any sum of money herein referred to be not promptly paid within ten (10) days next after same become due, or if each and every agreement, stipulation, condition and covenant of said Note and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee become due and payable. Anything in said Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights on options under said Note or this Mortgage accrued or thereafter accruing.

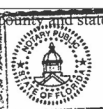
Signed, sealed and delivered in the presence of:

Jorge Diaz
Jorge Diaz

JULIO VALIDO * Julio Valido
Mortgagor
ELIZABETH M. VALIDO * E. Valido
Mortgagor

Before me the undersigned authority personally appeared JULIO A. VALIDO & ELIZABETH M. VALIDO, who upon being duly sworn, deposes and states that HE / SHE are the person(s) who executed the foregoing instrument and HE / SHE acknowledge before me that HE / SHE executed the same.

Witness my hand and official seal in the County and state of Florida, this _____ day of April, 20 19



JORGE DIAZ
MY COMMISSION # FF 965259
EXPIRES: June 16, 2020
NOTARY PUBLIC
Bonded Thru Notary Public Underwriters
My Commission Expires

CONTINGENT PROMISSORY NOTE

Bond No. 3000000 Florida, 20 19

For value received, JULIO A. VALIDO & ELIZABETH M. VALIDO Promises to pay to the order of AMERICAN SURETY COMPANY, \$3,000,000 THREE MILLION Dollars, at P.O. Box 68932, Indianapolis, Indiana 46268, if and only if the following stated contingency occurs:

Upon the forfeiture or estreatment of the surety bond or bonds posted on behalf of ARNALDO VALIDO defendant in Case No. 19-CF-000064-B in the Court of LEE County, Florida, by mortgagee, or upon payment of any expenses incurred by the mortgagee to produce the defendant before the appropriate court or courts of competent jurisdiction in the above cause, with interest thereon at the rate of 18% percent, per annum, from the occurrence of the above stated contingency, until fully paid. Interest payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees and assessable costs, for making such collection.

Deferred interest payments to bear interest from maturity at 18% percent per annum, payable semi-annually.

It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given only to secure future advances up to and including \$3,000,000 THREE MILLION Dollars and interest.

It is further agreed and specifically understood that this Note shall become null and void in the event said defendant ARNALDO VALIDO shall appear in the proper court at all the time or times so directed by the judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the surety discharged of all liability thereunder in writing, otherwise to remain in full force and effect.

Date: April 11, 20 19
Jorge Diaz
MY COMMISSION # FF 965259
EXPIRES: June 16, 2020
NOTARY PUBLIC
Bonded Thru Notary Public Underwriters
JULIO VALIDO * Julio Valido (Seal)
ELIZABETH M. VALIDO * E. Valido (Seal)

This Instrument Prepared By: Mark S. Levine, Esq., Attorney At Law, 245 East Virginia Street, Tallahassee, Florida 32301

ASC-89 (Rev 8/02)

THIS IS A \$325,000 CONTINGENT MORTGAGE

Mortgage Deed

EXECUTED this 11 day of April, 2019, by Edilmis Gonzalez for Edilmis Investments LLC, hereinafter called the Mortgagor, to American Surety Company, P.O. Box 68932, Indianapolis, IN 46268, hereinafter called the Mortgagee:

Witnesseth: That for good and valuable considerations, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith, hereinafter described the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and conforms unto the Mortgagee is now seized and in possession, situate in Dade County, Florida wit:

Address: 5112 SW 151st Pl. MIAMI, FL 33185
LEGAL: LAKES OF THE MEADOWS SEC 1 PB-118-7
LOT 6 BLK 1 LOT 27E 45TH ST SW FT &
INT IN COMMON AREA OF 20514-3313
0702 4 COC 23404-0642 05 2005 4

This Mortgage Deed is accepted as collateral for Bond No. _____ posted in behalf of ARNALDO VALDO in the CIRCUIT Court of LEE County, and shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagee.

Additionally, the undersigned Mortgagor does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor heirs, legal representatives or assigns, shall pay into the said Mortgagee, legal representatives or assigns, a certain Promissory Note, a copy of which is attached hereto, and shall pay all sums payable thereunder, and perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said Promissory Note and of this Mortgage. Also, said Mortgagee shall pay all taxes, insurance premiums reasonably required, all cost and expenses, including reasonable attorney's fees, which said Mortgagee may incur in collecting money secured by this Mortgage or in enforcing this Mortgage by suit or otherwise, then this Mortgage and the estate hereby created shall cease and be null and void.

If any sum of money herein referred to be not promptly paid within ten (10) days next after same become due, or if each and every agreement, stipulation, condition and covenant of said Note and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee become due and payable. Anything in said Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights on options under said Note or this Mortgage accrued or thereafter accruing.

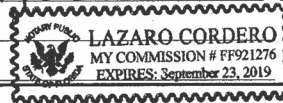
Signed, sealed and delivered in the presence of:

Edilmis Gonzalez
Mortgagor

Before me the undersigned authority personally appeared Edilmis Gonzalez for Edilmis Investments LLC, who upon being duly sworn, deposes and states that SHE are the person(s) who executed the foregoing instrument and SHE acknowledge before me that SHE executed the same.

Witness my hand and official seal in the county and state of foresaid, this 11 day of April, 2019.

NOTARY PUBLIC
My Commission Expires



CONTINGENT PROMISSORY NOTE

Bond No. _____ \$3,000,000 Florida, 2019.
For value received, Edilmis Gonzalez for Edilmis Investments LLC, promises to pay to the order of AMERICAN SURETY COMPANY, \$3,000,000 THREE MILLION Dollars, at P.O. Box 68932, Indianapolis, Indiana 46268, if and only if the following stated contingency occurs:

Upon the forfeiture or estoppel of the surety bond or bonds posted on behalf of ARNALDO VALDO defendant in Case No. 19-CF-000064-B in the Court of LEE County, Florida, by mortgagee, or upon payment of any expenses incurred by the mortgagee to produce the defendant before the appropriate court or courts of competent jurisdiction in the above cause, with interest thereon at the rate of 18% percent, per annum, from the occurrence of the above stated contingency, until fully paid. Interest payable semi-annually. The maker and endorser of this note further agree to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees and assessable costs, for making such collection.

Deferred interest payments to bear interest from maturity at 18% percent per annum, payable semi-annually.

It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given only to secure future advances up to and including \$3,000,000 Dollars and interest.

It is further agreed and specifically understood that this Note shall become null and void in the event said defendant ARNALDO VALDO shall appear in the proper court at all the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the surety discharged of all liability thereunder in writing, otherwise to remain in full force and effect.

Date: April 11, 2019. Edilmis Gonzalez (Seal)

This Instrument Prepared By: Mark S. Levine, Esq., Attorney At Law, 245 East Virginia Street, Tallahassee, Florida 32301

ASC-89 (Rev 8/02)

Exhibit "H"

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR
LEE COUNTY, FLORIDA

STATE OF FLORIDA,

Plaintiff,

v.

ARNALDO VALIDO,

Defendant.

CASE NO.: 19-CF-000064-B

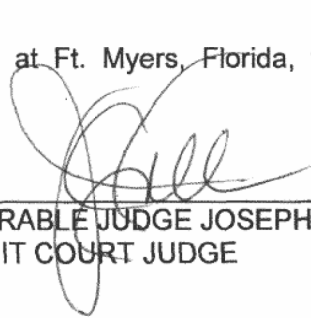
ORDER APPROVING SUFFICIENCY OF BOND COLLATERAL

THIS MATTER is before the Court upon Defendant's Unopposed Motion for Order Approving Sufficiency of Bond Collateral. The Court has carefully considered the merits of said Motion and is otherwise fully advised in the premises.

Accordingly, after due consideration, it is

ORDERED AND ADJUDGED that the Defendant's Unopposed Motion for Order Approving Sufficiency of Bond Collateral is hereby **GRANTED**. The Defendant's proposed collateral is sufficient.

DONE AND ORDERED in Chambers at Ft. Myers, Florida, this 30TH day of April, 2019.


HONORABLE JUDGE JOSEPH FULLER
CIRCUIT COURT JUDGE

cc: All Counsel of Record

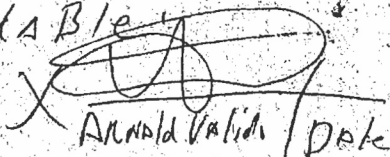
Plaintiffs' Exhibit H

Exhibit "I"

May 24, 2019

Agree'd Condition of Bond

I ARNALDO VALIDO Agree To Reside At
7610 NW 101 Court DONALD Florida 33178.
I Agree To The Following Confew. I Am To Be
Home No Later Than 11:59pm And Can't Leave
Before 8am 7 days A Week. I Agree To
Wear A GPS Monitor per Court Order
That Will Be Provided By The Surety. I
Agree To Call 305.591-0081 Every Monday,
Wednesday & Friday Before Noon. I Agree
Any Violations Will Result In The Surrender
Of My Bond To The Lee County Jail And
My Premiums Are Non Refundable.

X 
Arnaldo Valido Date

Plaintiffs' Exhibit I

Exhibit "J"

| Licenses | |
|------------|------------------------|
| Issue Date | Qualifying Appointment |
| 1/8/2001 | YES |
| 1/9/2000 | YES |

| Licenses | | |
|----------|------------|---------|
| | Issue Date | Status |
| | 1/18/2000 | INVALID |

| Active Agent |
|-----------------------------------------------------------------------------------------------------------------------|
| <div>MANAGING GENERAL AGENT (0060)</div> <div> <div>Company Name</div> <div>AMERICAN SURETY COMPANY</div> </div> |
| <div>LIMITED SURETY AGENT (BAIL) (0234)</div> <div> <div>Company Name</div> <div>AMERICAN SURETY COMPANY</div> </div> |

| Inactive Agent |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div>MANAGING GENERAL AGENT (0060)</div> <div> <div>Company Name</div> <div>SENECA INSURANCE COMPANY, INC.</div> <div>NATIONAL BAIL AND SURETY COMPANY</div> <div>AMERICAN SURETY COMPANY</div> <div>INDIANA LUMBERMENS MUTUAL INSURANCE COMPANY</div> <div>INDIANA LUMBERMENS MUTUAL INSURANCE COMPANY</div> <div>LEXON INSURANCE COMPANY</div> </div> |
| <div>LIMITED SURETY AGENT (BAIL) (0234)</div> <div> <div>Company Name</div> <div>AMERICAN BANKERS INSURANCE COMPANY</div> </div> |

Exhibit "K"

MIAMI BAIL BONDSMAN WAYNE DAVID COLLINS CRIMINAL PAST

[Home](#) / [2019](#) / [December](#) / [Miami Bail Bondsman Wayne David Collins Has A Se](#)



Plaintiffs' Exhibit K

Miami Bail Bondsman Wayne David Collins Has A Secret Criminal Past As A Convicted Thug



The Elusive Miami Bail Bondsman Wayne David Collins

Miami Bail Bondsman Wayne David Collins has become the largest bail bondsman in South Florida. Not bad for a Rhode Island transplant who arrived under an air of mystery in 1999.

The amazing thing about Collin's quick success is that it should have never happened. He climbed to the top and has stayed there for over 15 years.

Who else could quickly become Florida's top bail bondsman and stayed there? Who else could have hired the former state regulator of the bail-bond industry, adding clout that reaches all the way to the governor's office?

No wonder there's a bit of swagger about the barely five-foot-tall babyfaced Collins. He has gained prominence by writing eye-popping bonds and betting hundreds of thousands of dollars on if defendants will stick around for their trials.

So far, it's paid off for Collins. Collins is shacking up with his two-time ex-wife Sheri Dwyer in their newly remodeled million-dollar home at 1231 Seminole in Fort Lauderdale. He also owns an oceanfront condo through Dwyer's trust at 3750 Galt Ocean Drive Unit #110 in Fort Lauderdale

Miami Bail Bondsman Wayne David Collins's Unbelievable Rise That Shouldn't be

Collin's success is literally unbelievable. To top it off, The state of Florida should have never issued him a bail bonds license.

Collins's previous Rhode Island convictions would bar him from obtaining one. Yet, here he is.

Florida law prohibits convicted felons from obtaining the required state license. As does lying on the license application.

Plaintiffs' Exhibit K



Other bail bondsmen in Florida say Wayne David Collins's rise wasn't the result of hard work. They say he received special help from law enforcement.

Collins was a convicted thug. He was convicted of least two felonies including armed robbery in Rhode Island before moving to Florida.

However, Rhode Island state judge annulled these criminal convictions.

Thus, erasing them from official records through a procedure known as expungement. The judge did this after a couple of high-level law-enforcement officials testified on behalf of Collins (see below).

Law enforcement types gave their testimony in closed hearings. As a result, authorities never had to publicly

explain why they vouched for Collins.

Legal experts say the expungement process was handled in a very clandestine way. The judge's expungement order violated Rhode Island's own expungement rules.

Rhode Island court rules say only first-time offenders convicted of nonviolent crimes are eligible. The rules also say that ten years must pass since the defendant completed their sentences. Nonetheless, it happened.

Rhode Island Judge Not Happy With Wayne David Collins And His Potential Perjury

Soon after getting his bail bonds license, a Rhode Island Judge discovered Collins lied on his bail bonds license application in Rhode Island.

In 1999, the *Providence Journal-Bulletin* wrote a series of detailed stories exposing Collins and his expungement.

The *Providence Journal-Bulletin* cited a Brown University legal project that studied the expungement process. Brown University Law School concluded that Collins's criminal history was improperly expunged.

The judge who'd granted Collins his bail-bond license reacted to the paper's exposé by holding a special hearing. He had not been aware of Collins's violent criminal past before approving the license. He wanted an explanation from Collins about why he lied on his Rhode Island bail bond license application.

Plaintiffs' Exhibit K

As a result, Collins surrendered his license and hightailed it to Florida. In Florida, he applied for a bail bonds license and again apparently lied on the application by denying his criminal past.

Wayne Collins Can't Escape His Past As A Hired Goon



Collins is concerned about his past as a goon coming back to bite him. It almost did 15 years ago when federal prosecutors indicted John Dana in a federal criminal case in Massachusetts. The feds accused Dana of trafficking marijuana and claimed his principal business partner was Wayne David Collins. However, mainstream media in South Florida wasn't interested in Collins at the time. So he got a pass.

Court documents from the time indicate Collins allegedly hired a lawyer for someone in Rhode Island. Federal prosecutors alleged this was an elaborate scheme by Collins to control events and make some money.

The lawyer succeeded in having the criminal charges dismissed and Collins took credit. The accused man claimed Collins bragged that the dismissal was the result of "his connections" with federal agents.

As a result of the acquittal, Collins demanded a huge sum of money from the man. When the defendant couldn't pay, Collin's alleged business partner, John Dana and a "bald muscular guy with piercings going through his eyes" paid the guy a visit. The victim states in a 2003 sworn affidavit filed in his case. *"This guy explained that ... my life and my family's life would be in danger if payment wasn't made."*

Collins Claims All These People With Dirt On Him Are Lying

Plaintiffs' Exhibit K



Wayne Collins claims that two hired goons who worked for him lied to federal prosecutors.

Collins, of course, rejects this claim as fantasy. However, the story was corroborated by none other than the scary-looking bald guy, Joseph Pavone. Pavone signed an affidavit stating:

I, Joseph Pavone, was working for John P. Dana and David Collins as 'hired muscle' and as a debt collector.

Pavone asserts in another recent affidavit that:

John P. Dana ... explained to [the accused man] that if he did not pay, that [he] and his family would be killed.

Collins also exploded like an angry Chihuahua when questioned about his reputation. Collins views them with contempt. He allegedly sneered at Miami NewTimes reporter Tristram Korten claiming former associates like John Dana were lying to get out of prison:

These guys are cooking up a story to get out of jail. You're gonna print that crap?

Miami Bail Bondsman's Name Is Brought Up In Multiple Federal Criminal Cases



Cops say Collins played senior Rhode Island law enforcement like a violin.

Pavone and others have linked Collins to a plethora of criminal activity. His name also appears in several FBI interviews with drug dealers and robberies in Rhode Island.

Three criminal defendants in New England also allege Collins installed himself into their cases.

Collins hired their lawyers and he also made big promises. He claimed that his law-enforcement connections could make their charges disappear.

Collins then shook them down for large amounts of money for his services.

Providence police sources say they've heard all this

before.

Plaintiffs' Exhibit K

However, Collins made himself untouchable by palling around with only the most powerful Law enforcement types while in Rhode Island. One Providence cop told the Miami NewTimes in 2004:

He played law enforcement up here like a violin. It's supposed to be the other way around.

Collins denies the accusations. He claims he's never met Pavone or the defendant in the federal trafficking case.

Wayne David Collins: A Wannabe Henry Hill Style Thug



In 1986, Collins and his accomplice robbed a fur store at gunpoint and made off with \$100,000 in furs.

Collins grew up in a tough Italian-American neighborhood in Providence where he was a Henry Hill wannabe.

Newspaper articles from the 1980s and friends say Collins ran petty scams in the street.

On a November afternoon in 1986, an 18-year-old Collins and an accomplice walked into Abraham's Fur Salon. They pointed a gun at owner Francisco Pinales and tied him up. Collins and his accomplice then made off with \$100,000 in furs.

Collins was arrested in a hit-and-run incident several months later. He then allegedly tried to bribe the victim into recanting. At trial in 1987, he pleaded no contest to both felonies.

Police arrested Collins in 1988 for torching a business. However, Rhode Island prosecutors later dropped the charges.

Did Collins See The Light Or Was He A Rat?

The Miami Bail Bondsman claims he woke up one day and decided to turn his life around.

He said it came when he got a job as an errand boy in the politically connected law office of Joseph Bevilacqua.

Bevilacqua was a family friend from the old neighborhood. Bevilacqua's father had been a Rhode Island Supreme Court justice.

However, he was forced to resign due to his alleged ties to organized crime.

Plaintiffs' Exhibit K



Did Wayne David Collins really see the light?

guy's okay. He works for us now.

That's when Collins claims he found his focus. That's when he became friendly with men who wear badges.

But was there more involved?

Fur-store owner Pinales told the *Miami NewTimes* in 2004 that after Collins robbed him, he had a meeting with Michael Burns. Burns was the Rhode Island AG and ran its criminal division:

I was in the office and I saw him [Collins]. I said, 'That's him! That's the guy who robbed me!' And Mr. Burns said, 'This

If He Smells Like A Rat...



Does Wayne David Collins owe his success to being a rat?

The Miami Bail Bondsman denies he ever worked for prosecutors but acknowledges that Burns was a friend.

Burns along with state police Lt. Anthony Pesare also testified on behalf of Collins when he successfully petitioned the courts to expunge his criminal record in 1995.

From then on, Collins would say he did not have a criminal past. He applied for a bail bondsman's license and a weapons permit and he did.

Collins also soon became a common sight at Providence police headquarters. Former and current cops say they often saw Collins with members of the narcotics unit.

In some cases, police would return from a drug bust and Collins would be waiting with pizza. It was if he knew the bust was going down before it happened.

Miami Bail Bondsman Claims His Success Is Based On "Hard Work"

As Tristram Korten discovered in 2004, Collins rarely gives interviews and when he does they are off the record and his attorney is present. At the time of that interview, Collin had former Scott Rothstein associate,

Plaintiffs' Exhibit K

Joseph Rosenbaum working as his lawyer.

Collins doesn't like being asked about his past in Rhode Island. He also denied all the stories about his past and with getting help becoming a bail bondsman in Florida.

The Miami Bail Bondsman also gets hot under the collar if the subject comes up as he did in a 2004 Miami NewTimes article:

I came down here not knowing anybody and went to bail-bond school. I work as hard as anybody, abide by the law and never asked anybody for anything!

Wayne David Collins Had a Thing For Men In Uniform:

Did Former Broward Sheriff Scott Israel Have A Secret Bromance With Rhode Island Rat Wayne David Collins?

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THE SHAKEDOWN TACTICS OF BAIL BONDSMAN COLLINS

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Bail Bondsman Wayne David Collins: The Shakedown King Of Miami

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Wayne David Collins back in the day as a Rhode Island Irish thug and rat.

There are still lingering questions about how shady Miami Bail Bondsman Wayne David Collins was able to get his license considering his criminal past in Rhode Island.

We believe we have peeled back part of the veil of this mystery.

But what is a bigger mystery is how he has been able to keep it. Especially with the plethora of lawsuits filed against him alleging he scammed or shook people down for money.

Collins's History Of Being A Thug In Rhode Island

Collins came to Florida after fleeing his native Rhode Island in 2003. He had been involved in a series of criminal and political scandals involving the Providence Police Department during the reign of the late political boss Providence Mayor Buddy Cianci.

Collins started out as a Henry Hill wannabe. He started his criminal career as a petty thief in his blue-collar Irish neighborhood and soon graduated to armed robbery.

Collins soon elevated his criminal status by ingratiating himself with the cops who arrested him. As a result of his new “relationships,” he soon began pulling scams right under their noses.

Collins was the central figure in a 1997 police exam cheating scandal. He was accused of giving or selling the answers to the police exam to police department applicants.

He also began using his “friendships” with the police to get people off the hook for crimes including himself. After the cases were concluded, Collins would tell criminal defendants that he had “inside knowledge” that they were going to be charged again.

He would then demand money from the defendant claiming he could “make it go away”.

Collins was honing his skills as a con man and a shakedown artist. He was also honing his skills of building relationships with dirty cops and dirty politicians. Skills that would greatly benefit him with his move to Florida in the coming months.

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The Secret Relationship Between Sally Burt And Wayne David Collins



What was the relationship between Wayne David Collins and Sally Burt?

Other bail bondsmen in Miami allege that Collins developed some type of relationship with Sally Burt when he came to Florida in 2003. What type of relationship the two had is unknown.

It seems like she fast-tracked the former convicted felon's license application to be a bail bondsman in Florida. She also managed to get state regulators to overlook Collins's criminal past.

Several bail bondsmen in Miami say Burt was on Collins's payroll when she ran the former Florida Department of Insurance's Bail Bonds division under former Governor Jeb Bush.

Bush later merged the Department of Insurance with the other agencies to create the Florida Department of Business and Professional Regulation (DBPR). After the re-organization of state agencies, Burt became a Regulatory Specialist at DBPR in 2007.

While at the same time, she became a principal with Peninsular Surety Company. An insurance company that offers insurance to none other than bail bondsmen.

Collins soon became an agent for Peninsular and began using them as part of his bail bonds business. He steered so much business to Peninsular that they made him a corporate officer.

Bail Bondsman Wayne David Collins Shakes Down Canadian Couple For \$188,000 To Stop Fictitious Indictment

It wasn't long before Wayne David Collins was back to his old tricks of shaking people down as he did in Rhode Island. The big question is, why hasn't the Florida AG gone after Collins?

Take the 2013 lawsuit filed by Canadian Nancy Sanchez against Collins. In 2012, Sanchez's husband Cesar Plaza was arrested in Miami. State prosecutors charged him with violating Florida narcotics laws. The court set Plaza's bond at \$250,000 or 10%. Sanchez used Collins's company, Universal Bail Bonds to put up the bond. She gave Collins the \$25,000 and in return let Collins put a \$250,000 lien on her home in Canada.

Plaintiffs' Exhibit K



Sanchez alleged in her 2013 lawsuit that a few days later Collins informed Sanchez and her husband that he needed an additional \$180,000 in collateral for Plaza's bond. Sanchez put her house for collateral with another mortgage. After closing costs, Sanchez was only able to give Collins \$146,000. Sanchez was forced to borrow \$22,000 from a family friend.

Plaza's defense attorney managed to convince a Miami judge that Plaza was not a flight risk. As a result, the judge eliminated his bond and released him from jail.

Plaza And Sanchez Allege Collins Claimed He Can Make Future Indictments Disappear For \$188,000



Collins convinced a Canadian couple that he could make a future indictment disappear like a magician. Only there was no indictment coming.

Plaza and Sanchez requested Collins return the \$188,000 minus the \$25,000 for the bond premium.

Instead of returning the remaining funds, Collins concocted a scheme to keep the funds. Specifically, Collins told Plaza and the Sanchez that he had "inside information" suggesting that the federal government was going to indict Plaza on drug charges.

In addition, Collins told Plaza and Sanchez that he was keeping the remaining funds. Court documents say Collins told Plaza he was holding on to it in case the federal government indicted him.

Plaza again asked Collins to return the collateral after several months when it became clear he was not being indicted by the federal government. Instead of returning the funds, Collins told the Plaza and Sanchez that the federal government might still indict him. As a result, would retain the funds to post bond.

Collins instilled fear in Plaza and Sanchez by claiming that the federal government might indict Plaza.

After months passed without an indictment, Plaza again asked Collins to return the collateral because Sanchez was having financial problems. Instead of returning the funds, Collins told Plaza that he would return the funds in a few weeks. Those weeks turned into months. Plaza and Sanchez allege this went on for an additional 4-5 months.

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Bail Bondsman Collins Cranked Up The Bullshit. Did Collins Spend Money That Wasn't His?



The former Irish thug cranks up the lies so he doesn't have to give back \$163,000 that wasn't his.

Sanchez kept demanding Collins to return her money. However, Collins continued with his delay tactics and cranked up the bullshit excuses.

This time, Collins told Sanchez that he needed to file a motion to discharge the bond in the state court. However, the state court had already discharged the bond the previous year.

Sanchez confronted the Miami Bail Bondsman and told him that she knew that the bond had already been discharged.

In response, Collins informed Sanchez that he had filed a bond with federal authorities even though the federal government never indicted Plaza. He then informed Sanchez the federal government would indict her husband if he moved to discharge the bond.

Collins Resorts To Rhode Island Thuggery Days As He Bullies And Harasses Canadian Couple



Collins resorts to his days as a Rhode Island Irish thug to bully and harass Canadian couple.

Plaza and Sanchez continued pursuing the return of the collateral. As a result, Collins resorted to his old school Rhode Island tricks. He began threatening Sanchez and Plaza.

For example, Collins told the Plaintiff that the federal government was going to indict her. He also sent multiple text messages to Plaza stating that Collins was going to make sure that the federal government was going to indict him and send him to jail.

For example, in one of the many text messages, Collins writes:

"I will work with the government 2 put u away for all the harm you have caused me . . . u owe me the money I must now give your wife that I am being extorted for . . . I will see u soon in prison I promise u that."

In another text, Collins writes:

Plaintiffs' Exhibit K

"hey I am wondering if u are coming 2 turn u and wife in or do they come and get you."

Plaza and Sanchez's lawsuit also alleges that in addition to the harassing texts, Collins repeatedly called them threatening them.

During litigation, the court ordered Collins place \$185,000 into a court-mandated escrow account. The case was settled soon after.

Plaza and Sanchez weren't the only ones Collins tried to shake down or scam money from. The Miami-Dade Clerk's website and the federal government's PACER system has a plethora of lawsuits filed against Collins for doing the same exact thing.

Tags bail bonds • bail bondsman wayne collins • DBPR • Department of Business and Professional Regulation florida bail bonds • miami bail bonds • miami bail bondsman • Peninsular Surety Company south florida bail bonds • Wayne David Collins • wayne david collins miami • Wayne David Collins Providence Rhode Island Wayne David Collins Rhode Island •

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Devil or Angel

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David Collins is not an imposing man. He's a baby-faced 37 years old, about five feet, five inches tall, heavysset, with thinning hair. He has a habit of talking fast and crass, which makes him seem nervous or gives him a hustler's air -- depending on the subject.

But lack of polish and physical stature haven't held him back. In the world of shoulder-holstered bail bondsmen and the clients who need them, Collins looms large. "Many respected bondsmen have reiterated to me how Mr. Collins is the number-one player in the bail-bond industry in South Florida," says Sally Burt, former bail-bond coordinator for the State of Florida. In the industry, Burt was the law -- until she resigned last year to join Collins.

So he's done well for himself, quite an accomplishment given that Collins has been in business here a mere three years. And it's a crowded field. In Miami-Dade County alone there are more than 500 bondsmen. Most work out of grungy offices that satellite the criminal courthouse near Jackson Memorial Hospital, cluttered places smelling of burned coffee and decorated with mug shots of clients, all of whom are in legal limbo and willing to pay to temporarily maintain their freedom.

Plaintiffs' Exhibit K

Anybody who watches television cop shows knows the system: Judges set bail to assure that a criminal defendant shows up for trial. If the defendant can afford to pay the bail amount, he's free until the trial concludes. If not, he can pay a bondsman ten percent of the bail as a fee. The bondsman guarantees the court that the defendant will appear as required; should the defendant skip town, the bondsman will be liable for the full bail amount. Bondsmen, in turn, pay insurance companies between fifteen and twenty percent of their fee to insure the bond. Ultimately the insurance company must pay if the defendant vanishes.

This is where Collins is a big man. He's Florida's general managing agent for New York-based Seneca Insurance Company, which underwrites millions of dollars in bonds each year and has more than a hundred bondsmen bringing it business statewide.

It's a service at the threshold of law and order, a place where people are not yet wards of the state but have already lost many of their rights, where they have been charged with crimes but have been proven neither innocent nor guilty. The bond business itself operates in a likewise complex place, straddling both the criminal courts, where judges set bail, and the civil courts, where the rules governing bond contracts are enforced.

Over the years some bail-bond companies have exploited this complexity, using one court's ignorance of what happened in another court to avoid paying a bond after a client has fled. Collins, who personally signs off on the bonds for Seneca Insurance, has benefited handsomely from this murky setup. In 2003 Miami-Dade judges vacated nearly a million dollars' worth of Collins's Seneca bonds after defendants skipped out. That was ten times the money vacated for his two biggest competitors, money that otherwise would have gone into the county's "fines and forfeiture" fund. In a notorious case from last year, Collins beat the county out of \$400,000 after one of his clients, an accused drug dealer, disappeared. The deciding factor? A minor typographical error on an envelope.

Plaintiffs' Exhibit K

But Collins, a Rhode Island transplant, says it's all perfectly legal and he's just a good businessman. The way he runs his operation is a source of pride for him. Who else could have opened shop and become a force in the bail-bond world in three short years? Who else could have so quickly become the state's top man for a huge insurance company? Who else could have hired the former state regulator of the bail-bond industry, adding clout that reaches all the way to Tallahassee?

No wonder there's a bit of swagger about Collins. He's gained prominence by writing eye-popping bonds, betting hundreds of thousands of dollars that a defendant will stick around for trial. And so far it's paid off. Collins parks his black Mercedes at his office building, which he has remodeled to resemble a mini-Italian villa, complete with columned portico and polished stone, a far cry from the cluttered hovels of the lowly bondsmen.

To those who know his background, his success is not only astounding, it's literally unbelievable. That's because, technically, Collins shouldn't be allowed to work as a bail bondsman. Florida law prohibits convicted felons from obtaining the required state license. Collins has been convicted of at least two felonies, armed robbery among them. But a Rhode Island state judge annulled these criminal convictions, erasing them from official records through a procedure known as expungement. The judge did this after a couple of high-level law-enforcement officials testified on behalf of Collins. That testimony was given in closed hearings, and the authorities never publicly explained why they vouched for Collins or what relationship they had with him.

The judge's order, however, violated Rhode Island's own expungement rules: Only first-time offenders convicted of nonviolent crimes are eligible, and ten years must have passed since they completed their sentences. Nonetheless it happened, and that allowed Collins to acquire a bail-bond license -- first in Rhode Island, then in Florida.

Plaintiffs' Exhibit K

His defenders, including the former police chief of Providence, Rhode Island, Urbano Prignano, say Collins is a model of rehabilitation. "You never made a mistake in your life?" Prignano asks pointedly. "He got in some trouble and straightened his life out."

The issue of his character might have found a delicate balance on that fulcrum -- present businessman versus former thug -- except that Wayne David Collins, Jr., has had a difficult time leaving his past behind.

Collins doesn't like to talk unless his lawyer, Joseph S. Rosenbaum, is present, and even then most of it is off the record. When he's on the record, as he was one day recently, Collins can get hot. "I came down here not knowing anybody. I went to bail-bond school. I work as hard as anybody. I abide by the law and I never asked anybody for anything!" he fumed at those who would question his reputation. But some people are doing just that, people Collins views with contempt. "These guys," he sneered, "are cooking up a story to get out of jail. You're gonna print that crap?"

Collins the businessman is concerned about echoes of Collins the goon that have surfaced in a federal criminal case now wending its way through the system in Massachusetts. The defendant, whom the feds accuse of trafficking marijuana, says he worked with a man named John Dana, whose principal business partner was David Collins.

According to court documents, Collins allegedly hired a lawyer for the defendant in an elaborate scheme to control events and make some money. The lawyer succeeded in having the criminal charges dismissed, though Collins took credit. According to the accused man, Collins bragged that the dismissal was the result of his close ties to federal agents.

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Then Collins demanded a huge sum of money. When the defendant couldn't pay, Dana allegedly paid him a visit in the company of a "bald muscular guy with piercings going through his eyes ... sent by J.D.'s boss, the bail bondsman, because I owed a lot of money," the defendant states in a 2003 sworn affidavit filed in his case. "This guy explained that ... my life and my family's life would be in danger" if payment wasn't made.

Collins, of course, rejects this claim as fantasy. But it's been corroborated by none other than the scary-looking bald guy, Joseph Pavone, who faces federal charges in an unrelated case. "I, Joseph Pavone, was working for John P. Dana and David Collins as 'hired muscle' and as a debt collector," Pavone asserts in a recent affidavit, adding that "John P. Dana ... explained to [the accused man] that if he did not pay, that [he] and his family would be killed."

Pavone and the accused pot smuggler are not the only people who link Collins to criminal activity. His name also appears in FBI interviews with drug dealers as well as in cases involving robberies and narcotics transactions.

In at least three instances, criminal defendants in New England have alleged that Collins insinuated himself into their proceedings -- hiring their lawyers, making big promises that his law-enforcement connections could make their charges disappear -- and then demanded large amounts of money for his services.

Providence police sources say they've heard all this before. But Collins, who made sure to pal around with only the most powerful lawmen while in Rhode Island, was perceived as untouchable. "He played law enforcement up here like a violin," says one Providence cop, who asked not to be identified. "It's supposed to be the other way around."

Collins denies the accusations wholesale. In fact he says he's never met Pavone or the defendant in the federal trafficking case. His attorney, Rosenbaum, puts it this way: "These are desperate people making these claims, and they will do anything to get out of jail."

Plaintiffs' Exhibit K

Despite being the home of the Ivy League's Brown University, Providence is still a rusty port town with a history of mob-influenced corruption that can make Miami's scandals seem quaint. (Its popular mayor, Buddy Cianci, is currently in federal prison for turning city hall into a one-stop shopping center for extortion and bribery.) In his strut and language, Collins is a native son. He grew up in tough Italian-American neighborhoods, Federal Hill and Silver Lake, where he ran petty scams in the street, according to newspaper articles and friends who knew him then. But he was apparently a kid with ambitions.

On a November afternoon in 1986, eight-teen-year-old Collins and an accomplice walked into Abraham's Fur Salon, pointed a gun at owner Francisco Pinales, tied him up, and made off with \$100,000 in furs. The same year as the fur heist, Collins was arrested in a hit-and-run incident in which he tried to bribe the victim into recanting, according to the *Providence Journal-Bulletin*. In 1987 he pleaded no contest to both felonies, the paper reported. (He was fined and received a suspended sentence.)

A year after that, he was arrested for torching a business, but authorities dropped the charges. "This person here is the devil," Collins told the *Journal*, referring to his criminal past, before he went straight. The turning point, Collins said, came when he got a job as an errand boy in the politically connected law office of Joseph Bevilacqua, a family friend whose father had been a Rhode Island Supreme Court justice forced to resign during a probe into his alleged ties to mobsters. That's when Collins found his focus. That's when he became friendly with men who wear badges.

But there might have been more than friendship involved.

Fur-store owner Pinales tells *New Times* that after Collins robbed him, he had a meeting with Michael Burns, who was head of the State Attorney General's criminal division, the number-two prosecutor in the state. "I was in the office and I saw him [Collins]. I got scared. I said, 'That's him! That's the guy who robbed me!' And Mr. Burns said, 'This guy's okay. He works for us now.'"

Plaintiffs' Exhibit K

Collins denies he ever worked for prosecutors but acknowledges that Burns was a friend. In fact Burns, along with state police Lt. Anthony Pesare, who later became the department's second-in-command, testified on behalf of Collins when he successfully petitioned the courts to expunge his criminal record in 1995. From then on, Collins could say he did not have a criminal past. He was free to apply for a bail bondsman's license and a weapons permit, both of which he promptly did.

Before long he became a common sight at Providence police headquarters. Former and current cops say they often saw Collins with Urbano Prignano, who at the time was a major in charge of the narcotics unit. In some instances, they say, police would return from a drug bust and Collins would be waiting with pizza, as if he knew the bust was going down before it happened. "Collins could walk anywhere in the station," says one cop who asked not to be identified. "He had complete access."

Absurd, insists Prignano. "He didn't have no access inside the department," the retired chief retorts. "This is coming from people who don't like me. That was a very political place."

It all came to an end in 1997, when the *Journal* wrote a series of detailed stories exposing Collins. In their wake, Brown University studied the expungement process and concluded that up to 22 percent of the state's felony convictions had been improperly expunged over a five-year period.

The judge who'd granted Collins his bail-bond license reacted to the paper's exposé by holding a special hearing into the expungement of Collins's criminal record, a record he'd not been aware of before approving the license. Though the judge demanded his presence, Collins didn't bother attending the hearing. He surrendered his license and a short time later moved to South Florida.

"Have you ever been convicted, found guilty, or pleaded guilty or nolo contendere (no contest) to a felony under the law of any municipality, county, state, territory or country whether or not a judgment of conviction has been entered?" -- Question Number 19, Section 3, State of Florida Insurance License Application.

Plaintiffs' Exhibit K

In 1999 Collins scratched "no" in the box provided. By 2000 he was a licensed Florida bail bondsman. He settled in Deerfield Beach but set up a bail business, Universal Surety Corporation, in Miami, where there was no shortage of people in a jam with the law.

Collins may have left New England, but one man there claims the convict-turned-Miami-bail-bond-mogul remained a constant presence in his life. Arlindo DosSantos, 34 years old, is a third-generation Portuguese lobsterman from Dartmouth, Massachusetts. He was also a midlevel marijuana dealer who alleges in court documents that one of his suppliers was John P. Dana, and that Dana was partners with Collins. On August 3, 1999, FBI agents picked up DosSantos and charged him in a drug-trafficking conspiracy dating back to 1992.

DosSantos tells his story in a lengthy affidavit filed in Massachusetts federal court in July 2003. The affidavit is part of a motion to dismiss his case because of "gross government misconduct" based on the claim that Collins was working as a confidential informant for the feds while at the same time orchestrating DosSantos's defense. Parts of his narrative are corroborated by the statements of others involved. The entire document, however, is denied by Collins. "I don't even know this guy," he says, refusing further comment on the case, such as how DosSantos might know his name. Collins does admit he knew John Dana, though as "just a friend." (Dana couldn't be reached for comment, but he has never been charged with any crimes related to DosSantos's allegations.)

According to the affidavit: After his arrest, DosSantos hired an attorney and was released on \$250,000 bond, using his house as collateral. Initially he agreed to cooperate with the FBI in an investigation of possible police corruption in New Bedford, where DosSantos packaged marijuana above a colleague's motorcycle shop. But he changed his mind when he became suspicious that word of his cooperation had leaked. That's when he heard from John Dana.

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DosSantos says Dana (referred to as "J.D.") called and arranged a meeting: "J.D. advised me that he had a friend, a Florida bail bondsman, who had some of the best attorneys in Boston and Rhode Island working for him. ...J.D. explained that the criminal case would cost me approximately \$125,000, that they would ensure that I would not receive any jail time."

DosSantos says he was told to switch to a Boston lawyer named Richard Ivker, which he did. The new attorney allegedly told him he must cooperate with the feds in the police corruption investigation because "the bail bondsman said it was necessary," according to the affidavit. (Contacted in Boston, Ivker denied DosSantos's claims as "fiction.... I am aware of the content, but it is absolutely outrageous and false, and to print it in a newspaper article would be borderline defamatory." Ivker would not say whether he knew Collins or if Collins hired him to represent DosSantos.)

In his affidavit, DosSantos states that Dana and Collins began pressing him for the money and for information about his drug contacts in other states. If he didn't come up with either, "Collins advised that my bail would be revoked and attorney Ivker would be taken off of my case." DosSantos claims that when he complained to Ivker about this, the lawyer "told me that I better comply with Collins's requests because he is a very powerful man and I should not anger him."

Plaintiffs' Exhibit K

Scrambling for cash, DosSantos went on a week-long commercial fishing trip. The night he returned, Dana paid a visit, asking to speak privately. Waiting inside Dana's car was Joseph Pavone, a construction worker with a shaved head and pierced eyebrows. In a sworn affidavit Pavone writes, "John P. Dana requested that I accompany him to Dartmouth, Mass., for the purpose of acting as back-up in an attempt to collect a debt which Mr. DosSantos owed to David Collins. John P. Dana told me that this debt was incurred by Mr. DosSantos when David Collins hired attorney Richard Ivker to represent him in his federal case. Upon arrival at Mr. DosSantos's residence, John P. Dana began to threaten Mr. DosSantos.... He explained to Mr. DosSantos that if he did not pay, Mr. DosSantos and his family would be killed." In an attempt to buy time, DosSantos reached into his little black book and gave up the name of a marijuana contact in Tucson, Arizona. On April 3, 2000, the feds dropped all charges against him.

It appeared Collins had kept his word. Now he wanted to be paid. Under relentless pressure from Collins, DosSantos says he contacted a Miami Beach acquaintance in hopes of borrowing money. The man explained he was broke, that he'd just been robbed by someone named Joseph Alarie in a dope deal gone bad. Collins knew Alarie from New England, DosSantos writes in his affidavit, and boasted that he could get the money back: "Collins telephoned the person who committed the robbery ... and left a threatening message on his voicemail."

Apparently the threat worked. Alarie agreed to pay Collins the money, about \$70,000, which would be deducted from DosSantos's debt. The Miami Beach robbery victim would also receive a cut of the payoff. Not wanting to go near Alarie, DosSantos paid a friend to pick up weekly \$1250 payments and deliver them to him. DosSantos then gave the money to Collins, who was staying in Rhode Island at the time. (Alarie and DosSantos's friend later were arrested. Records show that in separate interviews with FBI agents, they identified Collins by name and confirmed his payoff scheme.)

Plaintiffs' Exhibit K

Not long after his friend's arrest, DosSantos states in his affidavit, "Collins advised that if I did not pay him \$200,000 then I would be arrested within six months." This time, though, the charges would come back in a more serious form -- part of a continuing criminal enterprise. By then, DosSantos says, he had paid Collins \$65,000 and simply couldn't come up with cash any faster. So he stopped paying altogether.

In June 2001 the feds arrested DosSantos on the same drug charges as before, only this time, as foretold, they were listed as part of a continuing criminal enterprise, which carries far more severe penalties.

DosSantos's allegations have opened a Pandora's box for authorities and provided a treasure trove of information for other defendants, Joseph Pavone among them. Pavone was arrested in October 2001 on federal conspiracy charges in a matter unrelated to DosSantos. But very much like DosSantos's legal woes, Collins got involved. In a jailhouse telephone interview, Pavone told *New Times* that not only did Collins know he was going to be indicted before the information became public, but that Collins claimed he could "make it go away completely for \$125,000."

Pavone ended up using attorneys connected to Collins, including Richard Ivker. "J.D. [John Dana] would tell me: 'You got to tell us everything about the case so we can tell the lawyer,'" Pavone said. It wasn't until he bumped into DosSantos at a Rhode Island prison that he learned of Collins's alleged connection to the feds and the implications for his own case. The coincidental encounter provided a bit of grim humor for the two men. The only other time they'd met was when Pavone had been hired to threaten DosSantos inside a car.

Pavone is now filing a motion to dismiss the charges against him based on Collins's involvement in his case. (Another man, Patrick Vigneau, convicted in an unrelated case in Rhode Island, is making the same claims in court documents, and is basing his appeal on them.)

Plaintiffs' Exhibit K

According to David Collins, he has never met Arlindo DosSantos or Joseph Pavone, and the incidents alleged simply never happened. Besides, he maintains, he was too busy starting up his fledgling Miami bail business to run around New England threatening people. In fact business was brisk and about to get a lot busier. In 2001, right around the time DosSantos was rearrested, Collins leaped beyond being a mere bond hound when Seneca Insurance Company hired him as its managing general agent for all of Florida, a job that entails contracting with bondsmen to bring him their business.

Collins continued operating his own bail-bond company, Universal Surety, and quickly made a name for himself as a guy willing to gamble on the big numbers -- and win. "He writes bonds that other bondsmen are not willing to write," says Nathaniel Sala-Suarez, a bondsman who routinely works with Collins. "Some people are ballsy and some people are stupid. He's not stupid."

Collins scored a coup, as well, when he hired Sally Burt as his director of operations. Prior to joining Collins in January 2003, Burt had spent eighteen years regulating the bail-bond industry for the state Department of Insurance (now a division of the Financial Services Department). But her hiring was immediately controversial, largely because she had conducted a series of audits of bondsmen and insurance companies in Miami-Dade County shortly before quitting. Competitor National Surety has sued for "interference with a business relationship," claiming she took proprietary financial information with her to Collins, giving him an unfair business advantage. The suit is pending.

There is another area in which Collins has scored well: persuading judges to vacate bonds after a client has disappeared.

Plaintiffs' Exhibit K

When a defendant skips bail and flees, the bondsman has 60 days to produce him. If the defendant hasn't been found by the deadline, the bond company forfeits the bond and must pay the full amount to the county. That doesn't mean the bondsman can't retrieve his money. The courts allow up to two years to find the defendant, and can refund on a sliding scale up to 85 percent of the bond after the first year and 50 percent of the money after the second year. Another option is for the bond company to notify the criminal court that it wants to argue in civil court why it shouldn't have to forfeit the bond. (The civil-court process is known as estreatment.) In either case, law requires the bond to be paid in full in the criminal court until the matter is resolved.

There are legitimate reasons for a bond to be vacated. State law says that if the bond company isn't notified of a defendant's court hearing, and thus is not able to ensure the defendant's attendance, or if authorities increase the charges against a defendant without informing the bond company, then the company is not responsible should the defendant flee.

Under Collins's direction, Seneca frequently won its estreatment cases. *New Times* analyzed two years of these court hearings, comparing Seneca with two other large bond writers, American Banker and Ranger Insurance.

In 2002: Ranger challenged 58 bonds that had gone into forfeiture in Miami-Dade County, worth a combined \$117,000. Judges vacated 33 of them, saving Ranger from having to pay \$86,500. American Banker challenged 102 bonds, worth \$190,000. Judges vacated 54 bonds worth \$152,000. Collins, acting on behalf of Seneca, challenged 60 forfeitures worth \$200,000. Judges vacated 49 of them, saving the company \$190,000.

In 2003: American Banker filed 55 estreatment cases worth a total of \$97,000. Judges vacated 44 of them, saving the company \$81,000. Ranger challenged 86 bonds, worth \$173,000, and won 54 of them, a savings of \$144,000.

Plaintiffs' Exhibit K

In terms of dollar amount, Seneca far outstripped its competitors last year. It challenged 128 bonds valued at \$913,000, and judges vacated 94 of them, saving the company \$833,000, nearly ten times the amount of its competitors.

The biggest of those bonds was \$400,000 for client Angel Cabrera. Police in Hanover, Massachusetts, arrested Cabrera on February 24, 2003, during an alleged \$500,000 cash-for-cocaine transaction with two Colombians. Cabrera was extradited to Miami because the case originated here. On June 11 Miami-Dade Circuit Court Judge Maria Espinosa Dennis released him on the \$400,000 bond. Cabrera promptly disappeared. When he didn't show for an August 11, 2003, hearing, the office of the Miami-Dade Clerk of the Courts sent a "Notice and Forfeiture of Bail Bond" to Collins's office at 1540 NW 15th Street Rd.

All such forfeiture notices are generated by computers in the clerk's office. Scores of them are produced each day and sent out via the U.S. Postal Service. But the notice regarding the Cabrera bond forfeiture contained an address error. It read: 1540 NW 15th Street R (instead of "Road"). The postal service, however, did not return the notice to the clerk's office as "undeliverable." Collins, through his Miami attorney, argued before Judge Peter Lopez that his office never received it.

The county attorney's office assigns a single lawyer to manage all estreature cases, more than a thousand each year. Rashmi Airan-Pace, the assistant county attorney in charge at the time, says she challenged Collins and Seneca in the Cabrera case, but to no avail. "At no point did I agree to vacate this bond," she recounts. "I opposed it, I set it for hearing, and I argued that there was sufficient notice." But Judge Lopez wasn't persuaded and vacated the bond this past December. Collins and Seneca were off the hook for \$400,000.

Plaintiffs' Exhibit K

If Collins did not receive the forfeiture notice as he claimed in court, and if the post office did not return it as undeliverable, it likely ended up with Joanne Monrabal, who lives at 1540 NW 15th St. In fact Monrabal says she's been receiving mail for Collins's company, Universal Surety, for the year she's been living there -- including August 2003, when the clerk's office mailed the \$400,000 forfeiture notice. "Yeah, back in August I got tons of their mail," she recalls. "I would take it all back to them. I kept telling them to do something about this. I mean, these are official court notices and checks, letters from the clerk of courts. Not once did someone from there come and ask if we had any mail for them.

"It's a real problem," Monrabal says in exasperation. She stopped hand-delivering mail to Universal Surety this past January because "they didn't seem to care." Instead she began taking it to the post office to be returned. She was diligent about it. "I felt like it was my civic duty," she explains, "because these are citations and court notices, these are people who could go to jail if they don't get this stuff, and it's the bail bondsman's job to make sure they appear in court."

When competing bondsmen around the county learned of Collins's courtroom victory in the Cabrera case, they were stunned. "He *never* has to pay his bonds," says one who asked not to be identified. At least that's the impression in the bail-bond community. Because estreatures are assigned to civil court judges randomly, the bondsmen's rancor turned to the county attorney's office.

At the time the \$400,000 bond was vacated, Airan-Pace had been handling estreatures for about a year, along with five or six other assignments. She says that when she took the bond assignment, she was directed by more senior attorneys in handling estreatures. "I was told if there were sufficient grounds per statute to agree to vacate, then we would agree to vacate [without a court hearing]," she explains. "I got those directions from the two attorneys who did bonds before me. This was because there were so many bond cases. We got like 25 to 30 a week." The work, she adds, is "time-consuming, cumbersome, and detail-oriented."

Plaintiffs' Exhibit K

Airan-Pace left the county attorney's office in February to enter private practice. Since then the county's procedures have been changed. Her former boss, Miami-Dade County Attorney Robert Ginsburg, concedes that his office has been receiving complaints about the way bond cases are managed. "We have assigned this area to a new lawyer, Scott Mario, and he's taking a whole fresh look at it," Ginsburg says. The office is now opposing more bond estreatures. They've also concluded that many of the civil court hearings have been proceeding improperly. According to the law, before a bond company can initiate an estreature case, it must deposit with the county the full amount of the bond in question. Miami-Dade's circuit court judges, for some reason, have not been enforcing that requirement.

Within months of taking over, Mario challenged a \$150,000 Collins/Seneca bond in which Collins's attorney claimed the company had not been notified of all pertinent hearings. Mario argued that the claims were frivolous and that the company received plenty of notice. He also pointed out that the bond money had not been deposited with the county as required, and so it was premature to hold an estreature hearing. The judge denied Seneca's appeal and in May ordered the company to pay the bond in full. When Seneca didn't pay by the deadline, state regulators suspended the company's license to write bonds. Seneca is, at least temporarily, out of business in Florida.

Throughout 2003, Arlindo DosSantos's new lawyer, Robert Goldstein, pressed the motion to dismiss the criminal case against his client based on government misconduct. Several times he has tried to serve David Collins with a subpoena to appear in court, but with no luck. "In my opinion he avoided the process servers," Goldstein says. The judge in the case has agreed that Collins's testimony is necessary and demanded that the government bring him to Massachusetts. "The U.S. Attorney's Office agreed they would produce him, but Collins told them he was unable to travel for 60 days starting October 12," Goldstein recounts. The feds then agreed to produce Collins by December 9, 2003.

Plaintiffs' Exhibit K

Just before that date, the government instead made DosSantos an offer: If he dropped the misconduct dismissal motion, they would drop their opposition to releasing him on bail. DosSantos accepted and was set free without bail and without travel restrictions. His lawyer won't comment, but that type of leniency commonly suggests that plea negotiations are under way.

Last month Joseph Pavone was released on bail while the court reviews his own misconduct allegations involving Collins.

When Collins learned *New Times* was working on a story about him, his Miami lawyers threatened to sue the paper if it published allegations that he was an informant for various law enforcement agencies. When tough didn't work, he tried nice, purchasing full-page advertisements in *New Times* touting his bond company's "honest services" and alerting readers to "look for our upcoming article on South Florida's most successful and #1 bail bonds company."

Meanwhile Seneca doesn't appear to be in a hurry to pay its forfeited \$150,000 bond. At press time its license was still suspended. Not one to be deterred, Collins has signed on as managing general agent for another insurance company, Indiana Lumbermans.

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Plaintiffs' Exhibit K

Exhibit "L"

PRINCIPAL ARNALDO VALDO

EXECUTION DATE

AGENT

TERMS AND CONDITIONS

The undersigned Indemnitor desires American Surety Company (hereinafter called "Surety") to execute, or cause to be executed, the bond herein applied for. Indemnitor makes answers to the question below, and every answer is warranted to be true without any mental reservations whatever.

The following terms and conditions are an integral part of the Financial Statement and Indemnity Agreement; Application Bond Number (s) _____

Surety or its Agent shall receive a premium in the amount of THREE HUNDRED THOUSAND dated _____ for which (\$ 300,000) and the parties agree that said Appearance Bond is conditioned upon full compliance of the following:

1. Surety shall have control and jurisdiction over the Principal during the term for which the Bond is executed and shall have the right to apprehend, arrest and surrender the Principal to the proper officials at any time provided by law.
2. In the event surrender of Principal is made prior to the time set for Principal's appearances, and for reason other than as enumerated below in Paragraph three, then Principal shall be entitled to a refund of the bond premium.
3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of Principal's obligations to Surety, and Surety shall have the right to forthwith apprehend, arrest, and surrender Principal, and Principal shall have no right to any refund of premium whatsoever.

- (a) If Principal shall depart the jurisdiction of the court without the written consent of the court and Surety, or its Agent.
- (b) If Principal shall move from one address to another without notifying Surety, or its Agent in writing prior to said move.
- (c) If Principal shall commit any act which shall constitute reasonable evidence of Principal's intention to cause a forfeiture of said bond.
- (d) If Principal is arrested and incarcerated for any offense other than a minor traffic violation.
- (e) If Principal shall make any material false statement in this Application.

NOTICE: Should any dispute arise, write to American Surety Company, P.O. Box 68932, Indianapolis, IN 46268 or call (317) 875-8700. If the dispute cannot be resolved you may also write to the Florida Dept of Financial Services, Bail Bond Section, 200 East Gaines Street, Tallahassee, Florida 32399-0320 or call (850) 413-5660. This notice of procedure is for information only and does not become a part or condition of the bond.

NAME OF INDEMNITOR JORGE VALDO DATE OF BIRTH 09-08-1957
 RESIDENCE ADDRESS 5450 SW 156 PL CITY/STATE MIAMI FL ZIP 33185 HOW LONG? _____
 HOME PHONE _____ CELL PHONE 305-790-6025 E-MAIL jvaldo57@yahoo.com
 EMPLOYED BY Self Employed HOW LONG? 20 years SOCIAL SECURITY NUMBER 594-41-3466
 EMPLOYER'S ADDRESS _____ PHONE _____
 SPOUSE'S NAME Vanessa Valdo DATE OF BIRTH 4-2-1990
 EMPLOYED BY Her Sister's Owner ADDRESS _____ HOW LONG? 2 years PHONE _____
 PARENTS _____ ADDRESS _____ PHONE _____
 AUTOMOBILE - MAKE Mercedes Benz YEAR 2010 COLOR WHY REGISTRATION NO. _____ STATE FL
 WHEN AND WHERE DID YOU BUY CAR? _____ AMOUNT OWING _____ TO WHOM? _____
 DRIVER'S LICENSE NUMBER S240 860 90 6220 STATE _____
 AUTOMOBILE INSURANCE COMPANY Geico HOME-BUY ☒ RENT ☐ LEASE ☐ FROM WHOM? _____
 HOME PRESENT VALUE \$625,000 AMOUNT OWED _____ INSURANCE COMPANY _____

| REFERENCES | FINANCIAL | OTHER INFORMATION |
|------------|-----------|-------------------|
| | | |
| | | |

The maker of the above statement hereby authorizes the Surety to confirm all items comprising said statement.

Are you guarantor upon any other bonds? _____ Endorser upon any note or other obligation? _____ Are there any judgments against you? _____
 Explain "yes" answers _____

YOU ARE ASSUMING SPECIFIC OBLIGATIONS - READ CAREFULLY! INDEMNITY AGREEMENT

This AGREEMENT is made by and between the undersigned Principal, Indemnitors, and American Surety Company through its duly authorized Agent

WHEREAS, American Surety Company (hereinafter called "Surety"), at the request of the Indemnitors has or is about to become Surety on an appearance bond for

Principal in the sum of THREE MILLION Dollars (\$ 3,000,000) by its certain bond executed on the power of attorney number(s) _____

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties jointly and severally agree as follows:

1. That the Indemnitors will have Principal forthcoming before the Court named on said Bond at the time(s) therein fixed, and at such other times as may be ordered by the Court.
2. For good and valuable consideration, the undersigned Principal and/or Indemnitor agree(s) to indemnify and hold harmless the Surety Company or its agent for all losses not otherwise prohibited by law or by rules of the department of insurance. The Indemnitors will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments or adjudications whatsoever which the Surety shall or may for any cause sustain or incur, by reason of Surety having executed said Bond or undertaking, and will, upon demand, place the Surety in funds to meet all such claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments or adjudications against it, by reason of its suretyship, and before the Surety shall be required to pay the same.
3. The Indemnitors agree not to make, or attempt, any transfer of property, real or personal, in which they may have or may acquire any interest, and they agree that the Surety shall have a lien upon all property of Indemnitors for sums due Surety or for which Surety has or may become liable by reason of having executed the Bond referred to herein.
4. That the voucher, or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall, in itself, be conclusive evidence of such payment as to the Indemnitors, their estate, and those entitled to share in their estate, and their successors and assigns.
5. That the Surety may withdraw, at any time provided by law, from its Suretyship upon the Bond or undertaking herein, without liability to any party.
6. That Indemnitors' liability to Surety is not limited to the Bond referred to herein, but shall apply to all other bonds or undertakings issued by Surety at the request of Indemnitors.
7. That Indemnitors' obligations and indemnities as contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that Surety is relieved of all duties, demands, liabilities, obligations, costs or expenses in any way related thereto.
8. That the waiver by Surety of any breach of any term or condition herein shall not be deemed a waiver of same of any subsequent breach of the same term or condition, and that failure of any indemnitor to comply with the terms and conditions herein shall not act as or be construed as a release or waiver as to the remaining Indemnitor who shall remain liable and bound by all provisions of this Agreement.
9. This Agreement shall be construed and enforced under the laws of the State of Florida. In the event any of the provisions of this Agreement are inconsistent with the laws of this State, this Agreement, as to these provisions only, shall be null and void, and the remainder shall be enforced with the same effect as though such provisions were omitted.
10. The use of the plural herein shall include the singular. Obligations of the Indemnitors shall be joint and several and the provisions of this Agreement shall be binding upon Indemnitors' heirs, successors, representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20 19.

The undersigned Defendant and Indemnitor(s) acknowledge receipt of this Financial Statement and Indemnity Agreement and have received a copy of all other documents signed relating to the bond(s).

X
 Signature of Defendant JORGE VALDO Signature of Co-Indemnitor _____
 Signature of Indemnitor _____ Address of Co-Indemnitor _____

PROMISSORY NOTE

This Note is being executed by the undersigned to secure American Surety Company, as Surety, upon forfeiture or estreatment of the surety bond(s) posted on behalf of the Principal named below.

On demand after date, for value received, I/We promise to pay to the order American Surety Company the sum of

THREE MILLION DOLLARS.

DOLLARS,

(\$ 3,000,000), at P.O. Box 68932, Indianapolis, Indiana 46268, with interest

thereon at the rate of 18% per cent, per annum from Call Date until fully paid. Interest is payable semi-annually. The maker and endorser of this note further agrees to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. After maturity, this Note shall bear interest at 18% per cent, per annum, payable semi-annually.

It is further agreed and specifically understood that this Note shall become Null and Void in the event the said Principal

ARNALDO VALIDO

shall appear in the proper court at the time or times so directed by the Judge or Judges or competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the Principal have been fulfilled and the Surety discharged of all liability thereunder, otherwise to remain in full force and effect.

Date: April 14, 2019

Principal

JORGE VALIDO

Indemnitor

Indemnitor

SEAL

SEAL

SEAL

DISCLOSURE

Bond Numbers:

Amount of Bond: 3,000,000 Premium: 300,000 Date:

I understand by indemnifying the bond(s) for obtaining the release of: ARNALDO VALIDO who must make all required court appearances and meet the following conditions: SEE SPECIAL BOND CONDITIONS SIGNED BY JUDGE ON JAN 31, 2019

I am responsible for him/her appearing in court each time he/she is so ordered; also I understand I am responsible for payment of any court costs for non-appearance if he/she fails to follow any and all instructions or orders of the Court or if the court forfeits this bond, and it becomes necessary to apprehend and surrender him/her to the Court. I understand I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such forfeiture occurs and Defendant is not surrendered to the Court within time prescribed by law, I understand I am required to pay the FULL AMOUNT of the bond posted, including unpaid bail premium.

COLLATERAL cannot be returned until such time as the Company received written notice from the Clerk of the Court. Defendant and Indemnitor must call American Surety Company or its authorized agent should they move, change employment or if the phone number is changed or disconnected or any other condition changes relevant to the bond or indemnity application. FAILURE TO COMPLY WITH THESE CONDITIONS MAY RESULT IN REVOCATION OF THE BOND.

If the Indemnitor wishes to be released from his obligation prior to adjudication, he must recommit the Defendant into the custody of the jail of jurisdiction. Our agency may provide for the recommitment of the Defendant, however fees will be determined by time and distance involved.

SHOULD THE DEFENDANT FAIL TO APPEAR FOR HIS/HER COURT DATE, THE FULL AMOUNT OF THE BOND IS DUE WITHIN 21 DAYS FROM THAT DATE.

I am not a paid signor. I have no connection with a Bail Bond Consultant.

For dispute resolution contact American Surety Company, P.O. Box 68932, Indianapolis, Indiana 46268; (317)875-8700 or the Florida Department of Financial Services, Bail Bond Section, 200 East Gaines Street, Tallahassee, FL 32399-0320; (850) 413-5660.

WAIVER OF RIGHTS AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

In addition, the Defendant/Indemnitor hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue Service, the State Department of Disability Insurance, the U.S. Armed Forces, the State Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement Agencies, all telecommunication carriers, ie, paging, cellular phone, long distance and phone companies, and any other persons or organizations having information concerning the indemnitor to give such information to American Surety Company or its authorized agent and its assigns and/or duly authorized representative for the purpose of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. The Defendant/Indemnitor hereby waives his/her rights with respect to The Privacy Act and authorizes the use of copies of this document by American Surety Company or its authorized agent and its assigns and/or fully authorized representatives. I further understand that this is an application for a type of credit and authorized review of my credit history via credit reporting agencies.

I have read the above contract and understand it and agree to fulfill ALL provisions therein.

SIGNED: JORGE VALIDO
Indemnitor

Defendant

Co-Indemnitor

Agent

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THREE MILLION DOLLARS

DOLLARS,

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thereon at the rate of 18% per cent, per annum from Call Date until fully paid. Interest is payable semi-annually. The maker and endorser of this note further agrees to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. After maturity, this Note shall bear interest at 18% per cent, per annum, payable semi-annually.

It is further agreed and specifically understood that this Note shall become Null and Void in the event the said Principal

ARNALDO VALDO

shall appear in the proper court at the time or times so directed by the Judge or Judges or competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the Principal have been fulfilled and the Surety discharged of all liability thereunder, otherwise to remain in full force and effect.

Date: _____, 2019

Principal
VANESSA ~~XXXX~~ SICILIA [Signature] SEAL
Indemnitor
Indemnitor SEAL

DISCLOSURE

Bond Numbers: _____

Amount of Bond: 3,000,000 Premium: 300,000 Date: _____

I understand by indemnifying the bond(s) for obtaining the release of: ARNALDO VALDO who must make all required court appearances and meet the following condition: SEE SPECIAL BOND CONDITIONS SIGNED BY JUDGE ON JAN 31, 2019.

I am responsible for him/her appearing in court each time he/she is so ordered; also I understand I am responsible for payment of any court costs for non-appearance if he/she fails to follow any and all instructions or orders of the Court or if the court forfeits this bond, and it becomes necessary to apprehend and surrender him/her to the Court. I understand I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such forfeiture occurs and Defendant is not surrendered to the Court within time prescribed by law, I understand I am required to pay the FULL AMOUNT of the bond posted, including unpaid bail premium.

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I have read the above contract and understand it, and agree to fulfill ALL provisions therein.

SIGNED VANESSA ~~XXXX~~ SICILIA [Signature]

Indemnitor

Defendant

Co-Indemnitor

Agent

PRINCIPAL ARNALDO VALIDO EXECUTION DATE _____ AGENT _____

TERMS AND CONDITIONS

The undersigned Indemnitor desires American Surety Company (hereinafter called "Surety") to execute, or cause to be executed, the bond herein applied for. Indemnitor makes answers to the question below, and every answer is warranted to be true without any mental reservations whatever.

The following terms and conditions are an integral part of the Financial Statement and Indemnity Agreement; Application Bond Number (s) _____

Surety or its Agent shall receive a premium in the amount of THREE HUNDRED THOUSAND dated _____ for which (\$ 300,000) and the parties agree that said Appearance Bond is conditioned upon full compliance of the following:

1. Surety shall have control and jurisdiction over the Principal during the term for which the Bond is executed and shall have the right to apprehend, arrest and surrender the Principal to the proper officials at any time provided by law.
2. In the event surrender of Principal is made prior to the time set for Principal's appearances, and for reason other than as enumerated below in Paragraph three, then Principal shall be entitled to a refund of the bond premium.
3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of Principal's obligations to Surety, and Surety shall have the right to forthwith apprehend, arrest, and surrender Principal, and Principal shall have no right to any refund of premium whatsoever.

- (a) If Principal shall depart the jurisdiction of the court without the written consent of the court and Surety, or it's Agent.
- (b) If Principal shall move from one address to another without notifying Surety, or it's Agent in writing prior to said move.
- (c) If Principal shall commit any act which shall constitute reasonable evidence of Principal's intention to cause a forfeiture of said bond.
- (d) If Principal is arrested and incarcerated for any offense other than a minor traffic violation.
- (e) If Principal shall make any material false statement in this Application.

NOTICE: Should any dispute arise, write to American Surety Company, P.O. Box 68932, Indianapolis, IN 46268 or call (317) 875-8700. If the dispute cannot be resolved you may also write to the Florida Dept of Financial Services, Bail Bond Section, 200 East Gaines Street, Tallahassee, Florida 32399-0320 or call (850) 413-5660. This notice of procedure is for information only and does not become a part or condition of the bond.

NAME OF INDEMNITOR ELIZABETH M. VALIDO DATE OF BIRTH 01/24/1988
 RESIDENCE ADDRESS 23844 SW 115 CT CITY/STATE MIAMI ZIP 33032 HOW LONG? 2 years
 HOME PHONE _____ CELL PHONE _____ E-MAIL _____
 EMPLOYED BY ACADEMIC CAREER SCHOOL HOW LONG? 2 years SOCIAL SECURITY NUMBER _____
 EMPLOYER'S NAME _____ ADDRESS _____ PHONE _____
 SPOUSE'S NAME _____ DATE OF BIRTH _____
 EMPLOYED BY _____ ADDRESS _____ HOW LONG _____ PHONE _____
 PARENTS _____ ADDRESS _____ PHONE _____
 AUTOMOBILE - MAKE _____ YEAR _____ COLOR _____ REGISTRATION NO. _____ STATE _____
 WHEN AND WHERE DID YOU BUY CAR? _____ AMOUNT OWING _____ TO WHOM? _____
 DRIVER'S LICENSE NUMBER V430-233-88-524-0 STATE _____
 AUTOMOBILE INSURANCE COMPANY _____ HOME-BUY ☐ RENT ☐ LEASE ☐ FROM WHOM? _____
 HOME PRESENT VALUE _____ AMOUNT OWED _____ INSURANCE COMPANY _____

| REFERENCES | FINANCIAL | OTHER INFORMATION |
|------------|-----------|-------------------|
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The maker of the above statement hereby authorizes the Surety to confirm all items comprising said statement.

Are you guarantor upon any other bonds? _____ Endorser upon any note or other obligation? _____ Are there any judgments against you? _____

Explain "yes" answers _____

YOU ARE ASSUMING SPECIFIC OBLIGATIONS - READ CAREFULLY! INDEMNITY AGREEMENT

This AGREEMENT is made by and between the undersigned Principal, Indemnitors, and American Surety Company through its duly authorized Agent.

WHEREAS, American Surety Company (hereinafter called "Surety"), at the request of the Indemnitors has or is about to become Surety on an appearance bond for

ARNALDO VALIDO
 Principal in the sum of THREE MILLION Dollars (\$ 3,000,000) by its certain bond executed on the power of attorney number(s) _____

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties jointly and severally agree as follows:

1. That the Indemnitors will have Principal forthcoming before the Court named on said Bond at the time(s) therein fixed, and at such other times as may be ordered by the Court.
2. For good and valuable consideration, the undersigned Principal and/or Indemnitor agree(s) to indemnify and hold harmless the Surety Company or its agent for all losses not otherwise prohibited by law or by rules of the department of insurance. The Indemnitors will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments or adjudications whatsoever which the Surety shall or may for any cause sustain or incur, by reason of Surety having executed said Bond or undertaking, and will, upon demand, place the Surety in funds to meet all such claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments or adjudications against it, by reason of its suretyship, and before the Surety shall be required to pay the same.
3. The Indemnitors agree not to make, or attempt, any transfer of property, real or personal, in which they may have or may acquire any interest, and they agree that the Surety shall have a lien upon all property of Indemnitors for sums due Surety or for which Surety has or may become liable by reason of having executed the Bond referred to herein.
4. That the voucher, or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall, in itself, be conclusive evidence of such payment as to the Indemnitors, their estate, and those entitled to share in their estate, and their successors and assigns.
5. That the Surety may withdraw, at any time provided by law, from its Suretyship upon the Bond or undertaking herein, without liability to any party.
6. That Indemnitors' liability to Surety is not limited to the Bond referred to herein, but shall apply to all other bonds or undertakings issued by Surety at the request of Indemnitors.
7. That Indemnitors' obligations and indemnities as contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that Surety is relieved of all duties, demands, liabilities, obligations, costs or expenses in any way related thereto.
8. That the waiver by Surety of any breach of any term or condition herein shall not be deemed a waiver of same of any subsequent breach of the same term or condition, and that failure of any Indemnitor to comply with the terms and conditions herein shall not act as or be construed as a release or waiver as to the remaining Indemnitor who shall remain liable and bound by all provisions of this Agreement.
9. This Agreement shall be construed and enforced under the laws of the State of Florida. In the event any of the provisions of this Agreement are inconsistent with the laws of this State, this Agreement, as to these provisions only, shall be null and void, and the remainder shall be enforced with the same effect as though such provisions were omitted.
10. The use of the plural herein shall include the singular. Obligations of the Indemnitors shall be joint and several and the provisions of this Agreement shall be binding upon Indemnitors' heirs, successors, representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14 day of April, 20 19.

The undersigned Defendant and Indemnitor(s) acknowledge receipt of this Financial Statement and Indemnity Agreement and have received a copy of all other documents signed relating to the bond(s).

X E. Valido Signature of Defendant
 X _____ Signature of Indemnitor
 _____ Signature of Co-Indemnitor
 _____ Address of Co-Indemnitor

PROMISSORY NOTE

This Note is being executed by the undersigned to secure American Surety Company, as Surety, upon forfeiture or estreatment of the surety bond(s) posted on behalf of the Principal named below.

On demand after date, for value received, I/We promise to pay to the order American Surety Company the sum of

THREE MILLION DOLLARS. DOLLARS,

(\$ 3,000,000.00), at P.O. Box 68932, Indianapolis, Indiana 46268, with interest

thereon at the rate of 18% per cent, per annum from Call Date until fully paid. Interest is payable semi-annually. The maker and endorser of this note further agrees to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. After maturity, this Note shall bear interest at 18% per cent, per annum, payable semi-annually.

It is further agreed and specifically understood that this Note shall become Null and Void in the event the said Principal

ARNALDO VALIDO
shall appear in the proper court at the time or times so directed by the Judge or Judges or competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the Principal have been fulfilled and the Surety discharged of all liability thereunder, otherwise to remain in full force and effect.

Date: April 14, 2019

Principal
ELIZABETH M. VALIDO E. Valido SEAL
Indemnitor
Indemnitor SEAL

DISCLOSURE

Bond Numbers:

Amount of Bond: 3,000,000 Premium: 300,000 Date:

I understand by indemnifying the bond(s) for obtaining the release of: ARNALDO VALIDO who must make all required court appearances and meet the following conditions: SEE: SPECIAL BOND CONDITIONS SIGNED BY JUDGE ON JAN 31, 2019

I am responsible for him/her appearing in court each time he/she is so ordered; also I understand I am responsible for payment of any court costs for non-appearance if he/she fails to follow any and all instructions or orders of the Court or if the court forfeits this bond, and it becomes necessary to apprehend and surrender him/her to the Court. I understand I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such forfeiture occurs and Defendant is not surrendered to the Court within time prescribed by law, I understand I am required to pay the FULL AMOUNT of the bond posted, including unpaid bail premium.

COLLATERAL cannot be returned until such time as the Company received written notice from the Clerk of the Court. Defendant and Indemnitor must call American Surety Company or its authorized agent should they move, change employment or if the phone number is changed or disconnected or any other condition changes relevant to the bond or indemnity application. FAILURE TO COMPLY WITH THESE CONDITIONS MAY RESULT IN REVOCATION OF THE BOND.

If the Indemnitor wishes to be released from his obligation prior to adjudication, he must recommit the Defendant into the custody of the jail of jurisdiction. Our agency may provide for the recommitment of the Defendant, however fees will be determined by time and distance involved.

SHOULD THE DEFENDANT FAIL TO APPEAR FOR HIS/HER COURT DATE, THE FULL AMOUNT OF THE BOND IS DUE WITHIN 21 DAYS FROM THAT DATE.

I am not a paid signor. I have no connection with a Bail Bond Consultant.

For dispute resolution contact American Surety Company, P.O. Box 68932, Indianapolis, Indiana 46268, (317)875-8700 or the Florida Department of Financial Services, Bail Bond Section, 200 East Gaines Street, Tallahassee, FL 32399-0320, (850) 413-5660.

WAIVER OF RIGHTS AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

In addition, the Defendant/Indemnitor hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue Service, the State Department of Disability Insurance, the U.S. Armed Forces, the State Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement Agencies, all telecommunication carriers, ie, paging, cellular phone, long distance and phone companies, and any other persons or organizations having information concerning the indemnitor to give such information to American Surety Company or its authorized agent and its assigns and/or duly authorized representative for the purpose of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. The Defendant/Indemnitor hereby waives his/her rights with respect to The Privacy Act and authorizes the use of copies of this document by American Surety Company or its authorized agent and its assigns and/or fully authorized representatives. I further understand that this is an application for a type of credit and authorized review of my credit history via credit reporting agencies.

I have read the above contract and understand it, and agree to fulfill ALL provisions therein.

SIGNED: ELIZABETH M. VALIDO E. Valido
Indemnitor

Defendant

Co-Indemnitor

Agent

PRINCIPAL ARNALDO VALDE

EXECUTION DATE

AGENT

TERMS AND CONDITIONS

The undersigned Indemnitor desires American Surety Company (hereinafter called "Surety") to execute, or cause to be executed, the bond herein applied for. Indemnitor makes answers to the question below, and every answer is warranted to be true without any mental reservations whatever.

The following terms and conditions are an integral part of the Financial Statement and Indemnity Agreement; Application Bond Number (s) _____

Surety or its Agent shall receive a premium in the amount of THREE HUNDRED THOUSAND dated _____ for which (\$ 300,000) and the parties agree that said Appearance Bond is conditioned upon full compliance of the following:

1. Surety shall have control and jurisdiction over the Principal during the term for which the Bond is executed and shall have the right to apprehend, arrest and surrender the Principal to the proper officials at any time provided by law.
2. In the event surrender of Principal is made prior to the time set for Principal's appearances, and for reason other than as enumerated below in Paragraph three, then Principal shall be entitled to a refund of the bond premium.
3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of Principal's obligations to Surety, and Surety shall have the right to forthwith apprehend, arrest, and surrender Principal, and Principal shall have no right to any refund of premium whatsoever.

- (a) If Principal shall depart the jurisdiction of the court without the written consent of the court and Surety, or it's Agent.
- (b) If Principal shall move from one address to another without notifying Surety, or it's Agent in writing prior to said move.
- (c) If Principal shall commit any act which shall constitute reasonable evidence of Principal's intention to cause a forfeiture of said bond.
- (d) If Principal is arrested and incarcerated for any offense other than a minor traffic violation.
- (e) If Principal shall make any material false statement in this Application.

NOTICE: Should any dispute arise, write to American Surety Company, P.O. Box 68932, Indianapolis, IN 46268 or call (317) 875-8700. If the dispute cannot be resolved you may also write to the Florida Dept of Financial Services, Bail Bond Section, 200 East Gaines Street, Tallahassee, Florida 32399-0320 or call (850) 413-5660. This notice of procedure is for information only and does not become a part or condition of the bond.

NAME OF INDEMNITOR Julio Valido DATE OF BIRTH 6/29/1988
 RESIDENCE ADDRESS 23844 SW 115th CITY/STATE MIAMI ZIP 33032 HOW LONG? 2 years
 HOME PHONE JACKSON CALL PHONE _____ E-MAIL _____
 EMPLOYED BY JACKSON MEMORIAL HSP HOW LONG? 6 years SOCIAL SECURITY NUMBER _____
 EMPLOYER'S ADDRESS _____ PHONE _____
 SPOUSE'S NAME _____ DATE OF BIRTH _____
 EMPLOYED BY _____ ADDRESS _____ HOW LONG _____ PHONE _____
 PARENTS _____ ADDRESS _____ PHONE _____
 AUTOMOBILE - MAKE _____ YEAR _____ COLOR _____ REGISTRATION NO. _____ STATE _____
 WHEN AND WHERE DID YOU BUY CAR? _____ AMOUNT OWING _____ TO WHOM? _____
 DRIVER'S LICENSE NUMBER V430-421-88-225-0 STATE _____
 AUTOMOBILE INSURANCE COMPANY _____ HOME-BUY ☐ RENT ☐ LEASE ☐ FROM WHOM? _____
 HOME PRESENT VALUE _____ AMOUNT OWED _____ INSURANCE COMPANY _____

| REFERENCES | FINANCIAL | OTHER INFORMATION |
|------------|-----------|-------------------|
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The maker of the above statement hereby authorizes the Surety to confirm all items comprising said statement.

Are you guarantor upon any other bonds? _____ Endorser upon any note or other obligation? _____ Are there any judgments against you? _____

Explain "yes" answers _____

YOU ARE ASSUMING SPECIFIC OBLIGATIONS - READ CAREFULLY! INDEMNITY AGREEMENT

This AGREEMENT is made by and between the undersigned Principal, Indemnitors, and American Surety Company through its duly authorized Agent.

WHEREAS American Surety Company (hereinafter called "Surety"), at the request of the Indemnitors has or is about to become Surety on an appearance bond for

ARNALDO VALDE
 Principal in the sum of THREE MILLION Dollars (\$ 3,000,000) by its certain bond executed on the power of attorney number(s) _____

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties jointly and severally agree as follows:

1. That the Indemnitors will have Principal forthcoming before the Court named on said Bond at the time(s) therein fixed, and at such other times as may be ordered by the Court.
2. For good and valuable consideration, the undersigned Principal and/or Indemnitor agree(s) to indemnify and hold harmless the Surety Company or its agent for all losses not otherwise prohibited by law or by rules of the department of insurance. The Indemnitors will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments or adjudications whatsoever which the Surety shall or may for any cause sustain or incur, by reason of Surety having executed said Bond or undertaking, and will, upon demand, place the Surety in funds to meet all such claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments or adjudications against it, by reason of its suretyship, and before the Surety shall be required to pay the same.
3. The Indemnitors agree not to make, or attempt, any transfer of property, real or personal, in which they may have or may acquire any interest, and they agree that the Surety shall have a lien upon all property of Indemnitors for sums due Surety or for which Surety has or may become liable by reason of having executed the Bond referred to herein.
4. That the voucher, or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall, in itself, be conclusive evidence of such payment as to the Indemnitors, their estate, and those entitled to share in their estate, and their successors and assigns.
5. That the Surety may withdraw, at any time provided by law, from its Suretyship upon the Bond or undertaking herein, without liability to any party.
6. That Indemnitors' liability to Surety is not limited to the Bond referred to herein, but shall apply to all other bonds or undertakings issued by Surety at the request of Indemnitors.
7. That Indemnitors' obligations and indemnities as contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that Surety is relieved of all duties, demands, liabilities, obligations, costs or expenses in any way related thereto.
8. That the waiver by Surety of any breach of any term or condition herein shall not be deemed a waiver of some of any subsequent breach of the same term or condition, and that failure of any Indemnitor to comply with the terms and conditions herein shall not act as or be construed as a release or waiver as to the remaining Indemnitor who shall remain liable and bound by all provisions of this Agreement.
9. This Agreement shall be construed and enforced under the laws of the State of Florida. In the event any of the provisions of this Agreement are inconsistent with the laws of this State, this Agreement, as to these provisions only, shall be null and void, and the remainder shall be enforced with the same effect as though such provisions were omitted.
10. The use of the plural herein shall include the singular. Obligations of the Indemnitors shall be joint and several and the provisions of this Agreement shall be binding upon Indemnitors' heirs, successors, representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4 day of April, 20 19

The undersigned Defendant and Indemnitor(s) acknowledge receipt of this Financial Statement and Indemnity Agreement and have received a copy of all other documents signed relating to the bond(s).

D. Dave
 Signature of Defendant Signature of Co-Indemnitor
 X Signature of Indemnitor Address of Co-Indemnitor

PROMISSORY NOTE

This Note is being executed by the undersigned to secure American Surety Company, as Surety, upon forfeiture or estreatment of the surety bond(s) posted on behalf of the Principal named below.

On demand after date, for value received, I/We promise to pay to the order American Surety Company the sum of

THREE MILLION DOLLARS DOLLARS,

(\$ 3,000,000), at P.O. Box 68932, Indianapolis, Indiana 46268, with interest

thereon at the rate of 18% per cent, per annum from Call Date until fully paid. Interest is payable semi-annually. The maker and endorser of this note further agrees to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. After maturity, this Note shall bear interest at 18% per cent, per annum, payable semi-annually.

It is further agreed and specifically understood that this Note shall become Null and Void in the event the said Principal

ARNALDO VALIDO shall appear in the proper court at the time or times so directed by the Judge or Judges or competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the Principal have been fulfilled and the Surety discharged of all liability thereunder, otherwise to remain in full force and effect.

Date: April 4, 20 19

Principal: JULIO VALIDO Deve SEAL
Indemnitor: _____ SEAL
Indemnitor: _____ SEAL

DISCLOSURE

Bond Numbers: 14

Amount of Bond: \$3,000,000 Premium: \$300,000 Date: _____

I understand by indemnifying the bond(s) for obtaining the release of ARNALDO VALIDO, who must make all required court appearances and meet the following conditions: SPECIAL BOND CONDITIONS SIGNED BY JUDGE ON JAN 31, 2019

I am responsible for him/her appearing in court each time he/she is so ordered; also I understand I am responsible for payment of any court costs for non-appearance if he/she fails to follow any and all instructions or orders of the Court or if the court forfeits this bond, and it becomes necessary to apprehend and surrender him/her to the Court. I understand I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such forfeiture occurs and Defendant is not surrendered to the Court within time prescribed by law, I understand I am required to pay the FULL AMOUNT of the bond posted, including unpaid bail premium.

COLLATERAL cannot be returned until such time as the Company received written notice from the Clerk of the Court. Defendant and Indemnitor must call American Surety Company or its authorized agent should they move, change employment or if the phone number is changed or disconnected or any other condition changes relevant to the bond or indemnity application. FAILURE TO COMPLY WITH THESE CONDITIONS MAY RESULT IN REVOCATION OF THE BOND.

If the Indemnitor wishes to be released from his obligation prior to adjudication, he must recommit the Defendant into the custody of the jail of jurisdiction. Our agency may provide for the recommittal of the Defendant, however fees will be determined by time and distance involved.

SHOULD THE DEFENDANT FAIL TO APPEAR FOR HIS/HER COURT DATE, THE FULL AMOUNT OF THE BOND IS DUE WITHIN 21 DAYS FROM THAT DATE.

I am not a paid signor. I have no connection with a Bail Bond Consultant.

For dispute resolution contact American Surety Company, P.O. Box 68932, Indianapolis, Indiana 46268, (317)875-8700 or the Florida Department of Financial Services, Bail Bond Section, 200 East Gaines Street, Tallahassee, FL 32399-0320, (850) 413-5660.

WAIVER OF RIGHTS AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

In addition, the Defendant/Indemnitor hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue Service, the State Department of Disability Insurance, the U.S. Armed Forces, the State Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement Agencies, all telecommunication carriers, ie. paging, cellular phone, long distance and phone companies, and any other persons or organizations having information concerning the indemnitor to give such information to American Surety Company or its authorized agent and its assigns and/or duly authorized representative for the purpose of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. The Defendant/Indemnitor hereby waives his/her rights with respect to The Privacy Act and authorizes the use of copies of this document by American Surety Company or its authorized agent and its assigns and/or fully authorized representatives. I further understand that this is an application for a type of credit and authorized review of my credit history via credit reporting agencies.

I have read the above contract and understand it, and agree to fulfill ALL provisions therein.

SIGNED: JULIO VALIDO Deve
Indemnitor

Defendant

Co-Indemnitor

Agent

FINANCIAL STATEMENT AND INDEMNITY AGREEMENT

PRINCIPAL ARNALDO VALIDO EXECUTION DATE _____ AGENT _____

TERMS AND CONDITIONS

The undersigned Indemnitor desires American Surety Company (hereinafter called "Surety") to execute, or cause to be executed, the bond herein applied for. Indemnitor makes answers to the question below, and every answer is warranted to be true without any mental reservations whatever.

The following terms and conditions are an integral part of the Financial Statement and Indemnity Agreement; Application Bond Number (s) _____

Surety or its Agent shall receive a premium in the amount of THREE HUNDRED THOUSAND Dollars dated _____ for which (\$ 300,000) and the parties agree that said Appearance Bond is conditioned upon full compliance of the following:

1. Surety shall have control and jurisdiction over the Principal during the term for which the Bond is executed and shall have the right to apprehend, arrest and surrender the Principal to the proper officials at any time provided by law.
2. In the event surrender of Principal is made prior to the time set for Principal's appearances, and for reason other than as enumerated below in Paragraph three, then Principal shall be entitled to a refund of the bond premium.
3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of Principal's obligations to Surety, and Surety shall have the right to forthwith apprehend, arrest, and surrender Principal, and Principal shall have no right to any refund of premium whatsoever.

- (a) If Principal shall depart the jurisdiction of the court without the written consent of the court and Surety, or it's Agent.
- (b) If Principal shall move from one address to another without notifying Surety, or it's Agent in writing prior to said move.
- (c) If Principal shall commit any act which shall constitute reasonable evidence of Principal's intention to cause a forfeiture of said bond.
- (d) If Principal is arrested and incarcerated for any offense other than a minor traffic violation.
- (e) If Principal shall make any material false statement in this Application.

NOTICE: Should any dispute arise, write to American Surety Company, P.O. Box 68932, Indianapolis, IN 46268 or call (317) 875-8700. If the dispute cannot be resolved you may also write to the Florida Dept of Financial Services, Bail Bond Section, 200 East Gaines Street, Tallahassee, Florida 32399-0320 or call (850) 413-5660. This notice of procedure is for information only and does not become a part or condition of the bond.

NAME OF INDEMNITOR Edilmis Gonzalez DATE OF BIRTH 10-5-88
 RESIDENCE ADDRESS 5112 SW 1st St CITY/STATE Miami ZIP 33185 HOW LONG? _____
 HOME PHONE _____ CELL PHONE _____ E-MAIL _____
 EMPLOYED BY self employer HOW LONG? 3 SOCIAL SECURITY NUMBER 593-95-0981
 EMPLOYER'S ADDRESS _____ PHONE _____
 SPOUSE'S NAME None DATE OF BIRTH _____
 EMPLOYED BY _____ ADDRESS _____ HOW LONG _____ PHONE _____
 PARENTS _____ ADDRESS _____ PHONE _____
 AUTOMOBILE - MAKE _____ YEAR _____ COLOR _____ REGISTRATION NO. _____ STATE _____
 WHEN AND WHERE DID YOU BUY CAR? _____ AMOUNT OWING _____ TO WHOM? _____
 DRIVER'S LICENSE NUMBER G524-200-88-865-0 STATE FL
 AUTOMOBILE INSURANCE COMPANY _____ HOME-BUY ☐ RENT ☐ LEASE ☐ FROM WHOM? _____
 HOME PRESENT VALUE 5325,000 AMOUNT OWED _____ INSURANCE COMPANY _____

| REFERENCES | FINANCIAL | OTHER INFORMATION |
|------------|-----------|-------------------|
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The maker of the above statement hereby authorizes the Surety to confirm all items comprising said statement.

Are you guarantor upon any other bonds? NO Endorser upon any note or other obligation? NO Are there any judgments against you? NO

Explain "yes" answers _____

YOU ARE ASSUMING SPECIFIC OBLIGATIONS - READ CAREFULLY! INDEMNITY AGREEMENT

This AGREEMENT is made by and between the undersigned Principal, Indemnitors, and American Surety Company through its duly authorized Agent

WHEREAS, American Surety Company (hereinafter called "Surety") at the request of the Indemnitors has or is about to become Surety on an appearance bond for

Principal in the sum of THREE MILLION Dollars (\$ 3,000,000) by its certain bond executed on the power of attorney number(s) _____

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties jointly and severally agree as follows:

1. That the Indemnitors will have Principal forthcoming before the Court named on said Bond at the time(s) therein fixed, and at such other times as may be ordered by the Court.
2. For good and valuable consideration, the undersigned Principal and/or Indemnitor agree(s) to indemnify and hold harmless the Surety Company or its agent for all losses not otherwise prohibited by law or by rules of the department of insurance. The Indemnitors will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments or adjudications whatsoever which the Surety shall or may for any cause sustain or incur, by reason of Surety having executed said Bond or undertaking, and will, upon demand, place the Surety in funds to meet all such claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments or adjudications against it, by reason of its suretyship, and before the Surety shall be required to pay the same.
3. The Indemnitors agree not to make, or attempt, any transfer of property, real or personal, in which they may have or may acquire any interest, and they agree that the Surety shall have a lien upon all property of Indemnitors for sums due Surety or for which Surety has or may become liable by reason of having executed the Bond referred to herein.
4. That the voucher, or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall, in itself, be conclusive evidence of such payment as to the Indemnitors, their estate, and those entitled to share in their estate, and their successors and assigns.
5. That the Surety may withdraw, at any time provided by law, from its Suretyship upon the Bond or undertaking herein, without liability to any party.
6. That Indemnitors' liability to Surety is not limited to the Bond referred to herein, but shall apply to all other bonds or undertakings issued by Surety at the request of Indemnitors.
7. That Indemnitors' obligations and indemnities as contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that Surety is relieved of all duties, demands, liabilities, obligations, costs or expenses in any way related thereto.
8. That the waiver by Surety of any breach of any term or condition herein shall not be deemed a waiver of same of any subsequent breach of the same term or condition, and that failure of any Indemnitor to comply with the terms and conditions herein shall not act as or be construed as a release or waiver as to the remaining Indemnitor who shall remain liable and bound by all provisions of this Agreement.
9. This Agreement shall be construed and enforced under the laws of the State of Florida. In the event any of the provisions of this Agreement are inconsistent with the laws of this State, this Agreement, as to these provisions only, shall be null and void, and the remainder shall be enforced with the same effect as though such provisions were omitted.
10. The use of the plural herein shall include the singular. Obligations of the Indemnitors shall be joint and several and the provisions of this Agreement shall be binding upon Indemnitors' heirs, successors, representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14 day of April, 2019.

The undersigned Defendant and Indemnitor(s) acknowledge receipt of this Financial Statement and Indemnity Agreement and have received a copy of all other documents signed relating to the bond(s).

X _____ Signature of Defendant
 X ARNALDO VALIDO Signature of Co-Indemnitor
 _____ Address of Co-Indemnitor

PROMISSORY NOTE

This Note is being executed by the undersigned to secure American Surety Company, as Surety, upon forfeiture or estreatment of the surety bond(s) posted on behalf of the Principal named below.

On demand after date, for value received, I/We promise to pay to the order American Surety Company the sum of

THREE MILLION DOLLARS DOLLARS.

(\$ 3,000,000), at P.O. Box 68932, Indianapolis, Indiana 46268, with interest

thereon at the rate of 18% per cent, per annum from Call Date until fully paid. Interest is payable semi-annually. The maker and endorser of this note further agrees to waive demand, notice of non-payment and protest, and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. After maturity, this Note shall bear interest at 18% per cent, per annum, payable semi-annually.

It is further agreed and specifically understood that this Note shall become Null and Void in the event the said Principal

ARNALDO VALIDO shall appear in the proper court at the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the Principal have been fulfilled and the Surety discharged of all liability thereunder, otherwise to remain in full force and effect.

Date: April 14 2019

Principal
EDILIS GONZALEZ Egon SEAL
Indemnitor SEAL
Indemnitor SEAL

DISCLOSURE

Bond Numbers:

Amount of Bond: 3,000,000 Premium: 300,000 Date:

I understand by indemnifying the bond(s) for obtaining the release of: ARNALDO VALIDO, who must make all required court appearances and meet the following conditions: SEE SPECIAL BOND CONDITIONS SIGNED BY JUDGE ON JAN 31, 2019

I am responsible for him/her appearing in court each time he/she is so ordered; also I understand I am responsible for payment of any court costs for non-appearance if he/she fails to follow any and all instructions or orders of the Court or if the court forfeits this bond, and it becomes necessary to apprehend and surrender him/her to the Court. I understand I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such forfeiture occurs and Defendant is not surrendered to the Court within time prescribed by law, I understand I am required to pay the FULL AMOUNT of the bond posted, including unpaid bail premium.

COLLATERAL cannot be returned until such time as the Company received written notice from the Clerk of the Court. Defendant and Indemnitor must call American Surety Company or its authorized agent should they move, change employment or if the phone number is changed or disconnected or any other condition changes relevant to the bond or indemnity application. FAILURE TO COMPLY WITH THESE CONDITIONS MAY RESULT IN REVOCATION OF THE BOND.

If the Indemnitor wishes to be released from his obligation prior to adjudication, he must recommit the Defendant into the custody of the jail of jurisdiction. Our agency may provide for the recommitment of the Defendant, however fees will be determined by time and distance involved.

SHOULD THE DEFENDANT FAIL TO APPEAR FOR HIS/HER COURT DATE, THE FULL AMOUNT OF THE BOND IS DUE WITHIN 21 DAYS FROM THAT DATE.

I am not a paid signor. I have no connection with a Bail Bond Consultant.

For dispute resolution contact American Surety Company, P.O. Box 68932, Indianapolis, Indiana 46268; (317)875-8700 or the Florida Department of Financial Services, Bail Bond Section, 200 East Gaines Street, Tallahassee, FL 32399-0320, (850) 413-5660.

WAIVER OF RIGHTS AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

In addition, the Defendant/Indemnitor hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue Service, the State Department of Disability Insurance, the U.S. Armed Forces, the State Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement Agencies, all telecommunication carriers, i.e. paging, cellular phone, long distance and phone companies, and any other persons or organizations having information concerning the indemnitor to give such information to American Surety Company or its authorized agent and its assigns and/or duly authorized representative for the purpose of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. The Defendant/Indemnitor hereby waives his/her rights with respect to The Privacy Act and authorizes the use of copies of this document by American Surety Company or its authorized agent and its assigns and/or fully authorized representatives. I further understand that this is an application for a type of credit and authorized review of my credit history via credit reporting agencies.

I have read the above contract and understand it, and agree to fulfill ALL provisions therein.

SIGNED: EDILIS GONZALEZ - Egon

Indemnitor

Defendant

Co-Indemnitor

Agent