



## Truth is Stranger than Fiction: Man Arrested 3 times in 14 Hours

In Annapolis, Maryland, 44-year old David Hillman was on a roll this past summer.

At 10:30 pm Monday night, a cab driver brought Hillman to the local precinct, telling officers that Hillman would not pay the fare. At the time, Hillman was in possession of an open container of alcohol, was arrested for alcohol violation, booked and released.

At 4:30 am Tuesday morning, Hillman was arrested after officers witnessed him stealing a bike from the police parking garage. He was charged with theft and, again, released.

At 12:30 pm Tuesday, a manager at Buddy's Crabs and Ribs on Main Street called police to report that a man walked into the restaurant's kitchen. "He walked out with a bowl of soup and a soda, walked downstairs, went outside and sat on the bench and started drinking his soda and eating his soup," said the manager. Police arrived and arrested Hillman for theft. He was held at the Anne Arundel County Detention Center in lieu of a \$3,500 bond.

Officer Hal Dalton, an Annapolis police spokesperson, said: "Most people have enough sense to avoid police after one incident...at least for a little while." ■

Source: *The Baltimore Sun*, 7/3/08

## Use ACH to Take the ACHE Out of Debt Collection

**A**re you tired of spending too much time trying to collect unpaid premium? Do you feel more like a collection agency than a bail bondsman? If so, ACH may be the solution for you.

Most banks offer Automated Clearing House ("ACH") services. ACH is a low cost alternative to check writing and wire transfers. ACH payments transfer funds from one bank account to another without a signed check. Instead of a payment plan that requires you to pick up checks or cash from the customer (or wait for them to mail payments to you), ACH allows your bank to automatically debit the customer's bank account.

Setting up an ACH authorization is easy. Assume that you are in a State that does not require full payment before the bond is posted and you write a \$20,000 bond with a premium of \$2,000. The defendant's parents pay you \$1,200 up front and promise to pay the remaining \$800 over the next 8 weeks. If the parents have a check with them, an ACH Authorization Form can be completed in just a few minutes (the check provides the necessary bank information). The completed ACH Authorization Form is then presented by you to your bank and automatic withdrawals from the customer's account will be made each Friday (or whatever day is agreed upon). Although there is no guarantee that the funds will be in the account at the time of the ACH withdrawal request, the hassle and difficulty of getting additional checks from customers is eliminated.

The cost to use ACH is minimal. The typical charge is \$10.00 per month plus \$1.15 per item if total ACH requests are less than 50 per month. A \$2.50 "decline debit request" is charged if insufficient funds are in the account.

If you would like to learn more about ACH, or see a sample form, contact Mark Holtschneider at 888-888-BAIL or [mholtschneider@lexingtonnational.com](mailto:mholtschneider@lexingtonnational.com). ■

## Did You Know?

### *Bail bondsmen see lots of mug shots. But, how did "mug shots" originate?*

Some contend that the term "mug shot" derives from "mug" – an 18th century English slang term for "face." Allan Pinkerton, a famous U.S. detective in the 19th century, started using mug shots on "wanted" posters during the Wild West days. At his Pinkerton National Detective Agency, the accused was asked to hold a card with his/her name, the date, and other information on it while a photo was taken. Some of these early subjects would grimace or twist their facial muscles to reduce the "mugshot's" value for future identification, known as "mugging" for the camera.

With the advent of computer technology, digital photography is used for the booking process, and the accused no longer needs to hold a card while the photo is taken. Rather, the digital photograph is linked to a database record concerning the arrest. Most mug shots are two-part, with one side-view photo, and one front-view. All are considered eligible for re-publication under the Fair Use doctrine, though the copyrights typically belong to the jurisdictions responsible for taking the photographs. Unless a case is sealed, mug shots can be obtained by anyone through a Freedom of Information Act request. ■

## Consumer Reports Must Be Properly Destroyed

If a file is going to be destroyed, a recent federal rule requires businesses and individuals to take appropriate measures to dispose of sensitive information derived from consumer reports. Any business or individual who uses a consumer report for a business purpose is subject to the requirements of the Disposal Rule, a part of the Fair and Accurate Credit Transactions Act of 2003 (FACTA), which calls for the proper disposal of information in consumer reports and records to protect against "unauthorized access to or use of the information."

### **What is the Disposal Rule?**

The Disposal Rule applies to consumer reports or information derived from consumer reports. The Fair Credit Reporting Act defines the term "consumer report" to include information obtained from a consumer reporting company that is used in establishing a consumer's eligibility for credit, employment, or insurance, among other purposes. Examples of consumer reports include credit reports, credit scores, residential or tenant history, or medical history.

The Rule requires disposal practices that are reasonable and appropriate to prevent the unauthorized access to – or use of – information in a consumer report. For example, rea-

sonable measures for disposing of consumer report information could include establishing and complying with policies to: burn, pulverize, or shred papers containing consumer report information so that the information cannot be read or reconstructed; destroy or erase electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or conduct due diligence and hire a document destruction contractor to dispose of material specifically identified as consumer report information consistent with the Rule. Due diligence could include: reviewing an independent audit of a disposal company's operations and/or its compliance with the Rule; obtaining information about the disposal company from several references; requiring that the disposal company be certified by a recognized trade association; or reviewing and evaluating the disposal company's information security policies or procedures.

### **The Bottom Line**

Whenever you discard an indemnitor's or defendant's credit report, or an application that contains information from a credit report, you need to shred it or use some other proper method of disposal. Do not simply throw the documents in the trash can. ■

## Lexington National Insurance Corporation



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Contact the editor Mark Holtschneider at [mholtschneider@lexingtonnational.com](mailto:mholtschneider@lexingtonnational.com) or 1-888-888-BAIL. Deadline for next newsletter issue content: December 31, 2008.

### **Important Note**

Lexington National Insurance Corporation does not endorse any of the vendors, web sites, forums, organizations, resources, etc. that are presented in this newsletter. All articles and references are prepared strictly for informational purposes.

# For Name's Sake: Snoddy Bail Bonds in Texas

by Maryanne Arthur

**W**orking within the confines of the law is familiar territory for Thomas Snoddy. A former police officer for 10 years and a part-time, freelance private investigator, Snoddy has seen his share of unlawful activity in his hometown of Longview, Texas. Now, he spends his days helping people who are accused of crimes secure bail.

At age 39, Snoddy is the sole owner of Snoddy Bail Bonds and several other bail bond companies in small town Texas. A former all-star high school athlete, Snoddy and his family name are well-known and respected. Recently, he shared his history and accomplishments in the bail bond industry. Here are highlights of that conversation:

## **What attracted you to the bail business?**

I met bondsmen Doug Smith and Harold Stein while working as a Private Investigator. With them, I learned the ropes and made some great contacts in the business. When their company expanded to my hometown, they offered me the chance to do it on my own.

"Here you go. You can handle it," my friends said. And, here I am today. I now have a 10-member team and manage six different bail businesses at five locations. In addition to my team, my close friend attorney John Hudgens of Longview, Texas keeps me caught up on all of the legal issues that may arise, which indeed keeps me levelheaded. My former high school football coach works in our home office. He's been such an inspiration in my life. His presence keeps me grounded.

## **How did you begin working with Lexington National?**

When I began reaching my property bond limit and had no writing power, I found myself working my bail list quite often on the weekends. I knew then, I needed an insurance company to support my business. I started looking around at options and was turned down by some companies — probably because, in the past, I owned a trucking company that had some financial difficulty. So, I searched the Internet and found Lexington National. Randy Parton and I had a good conversation. He was very down to earth; he met me at my office and we've been working together ever since. What's funny now is that I'm being wooed by other insurance companies who didn't want my business before.

## **Describe your relationship with Lexington National?**

We've been working together almost three years now. Lexington National is so easy to deal with. They offer insight into the usual bail business problems, particularly legal issues. When my company expanded to other counties, they supported our growth and assisted with all the necessary details. They also visit our Texas offices whenever they're traveling in the area.

## **How do you obtain new business?**

We do the usual - advertise in the phonebook and pass out giveaways. Mostly, we get out and talk to people in the commu-

nity and at the courthouse. My family name has a strong reputation in Longview, Texas, especially in sports. So, many people knew my name when I first started my bail business. Although some now see me as an authority figure, I just tell them I'm no different than I was. Now, I'm just helping people along the way — as that is just the career path that I have chosen in life.



## **Tell us your best advice for other agents.**

Always treat people as you would want to be treated. Be honest and respectful. Don't spread yourself too thin. A bad \$20K bond can take a lot of your annual profit. Be smart about the business you write, and surround yourself with a good working staff.

## **What are you most proud of in the bail business?**

I'm proud of the way I do business and the success of my business. I started out with one company in a small town with a population of 5,000 people and have grown my business from there. I'm proud of the relationships I've gained with the people I work with -- Al Alexander, Derrick Dixon, Derrick Haynes, Francis Malvo, Wanda Hodge, Brandi Taylor, Oscar Wilson, Margie Evans, Curtis Jones, Attorney John Hudgens, and Howard Fisher. I wouldn't trade them. I tell everyone: "Always treat people the way you would want to be treated, because it could be you on the other side of those bars." ■

*Thomas Snoddy is the owner of Snoddy Bail Bonds, Bad Boy Bail Bonds, Fast Action Bail Bonds, ASAP Bail Bonds and A Fast Response Bail Bonds in Texas. He is an active member of Professional Bondsmen of Texas, Texas Association of Licensed Investigators, and Louisiana Private Investigators Association. Snoddy and his team can be reached at 903-753-2200 or road-sidesnoddy@msn.com.*



## **Stay in Touch**

Have an idea for our next newsletter? Need to update your contact information? Want to subscribe to our electronic version or unsubscribe from our mailing list? Send a quick note to our newsletter team at [newsletter@lexingtonnational.com](mailto:newsletter@lexingtonnational.com).



Mark Holtschneider and Jeff and Frieda Meade

## Ohio Bail Agents Association



Tami Belcher and Jonathan Smith



Mary Smith and representative from the Ohio Department of Insurance Keith Blosser



Steve Domonkos "in jail" to help raise money for Ohio Bail Agents Association

## Tax Wisdom of Solomon: Tips and Updates

**A**s always, here are a few useful tax tips and updates for bail bond agents and their families:

### IRS Raises Standard Business Mileage Rate

In response to higher gas prices, the IRS has raised the standard business mileage reimbursement amount to 58.5 cents-per-mile from 50.5 cents. The increase is effective from July 1, 2008 to December 31, 2008. IRS continues to also allow additional deductions for the business portion of parking expense, tolls and interest on vehicle loans. The rate-per-mile was also increased for medical and moving expenses from 19 cents-per-mile to 27 cents-per-mile. The charitable use mileage rate stays at 14 cents-per-mile, but could increase as well.

As a reminder, taxpayers can continue to use the actual expense method. Business use of more than 50% is required to

by Eric M. Nislow, CPA



deduct items such as gas and oil, financing costs, interest, routine maintenance, taxes, license fees, repairs, parking, insurance, car washes and depreciation. The deduction is then limited to the overall percentage of business use of the vehicle.

### Depreciation on Automobile Placed in Service in 2008

Although the increased cents-per-mile deduction can be very enticing, taxpayers should be aware of their ability to deduct \$10,960 (if bonus depreciation is elected) in depreciation for 2008 for certain vehicles placed in service in 2008. This is part of statutes passed and/or in process for economic stimulation. The use of depreciation is always part and parcel of what amounts to an election to use the operating expense method for determining automobile expense. These choices need consultation with your tax professional.

## EMPLOYEE SPOTLIGHT: Justin Mondowney



When Justin Mondowney is in the office, people know it. A self-proclaimed Jack-of-all-Trades, Justin never hesitates to help a co-worker. Want to convert to a paperless office? Need help handling a forfeiture? Need a ride to the airport? Justin is your man.

“I like a challenge,” says Mondowney. A former restaurant cook, Justin is now forfeiture clerk at Lexington National. He works mostly with Fran Whiting to manage the company’s forfeitures across the country.

Years ago, he admits, this work involved a lot of paper management. In one instance, Justin recalls a client who called him for information on a pending forfeiture, but didn’t have any of the identifying details (i.e. no client name, no power # and no claim #). Within minutes, Justin found the information — right at his desk! Just proves, he knows his stuff.

Now, with the functionality of scanning and email, the process is quicker, easier and less space-consuming. As Lexington National began going paperless, Justin was the point person

for this project. When agents now call for information, Justin can quickly find the information in the computer system.

“I’m glad I chose to work at Lexington National,” says Mondowney. “It’s been a great learning opportunity...Everyone is like family here.”

In fact, Justin does have family at the office. Older sister Quiana is the person who convinced him to interview for the job in 2005. And, Quiana is one of those people to whom he makes his presence known each day.

A spur-of-the-moment kind of guy, Justin enjoyed traveling with the company to the PBUS convention in Las Vegas last year to meet agents, answer questions, distribute information at the booth and, of course, test his luck at the gaming tables. He enjoys shooting pool with friends and hanging out at the local gun club. His best buddy, Sampson, is a 15-year old Yorkshire terrier that accompanies him whenever it’s appropriate to tag along. ■

## Evanovich Releases 14th Novel about Bail and Family Bonds

In Janet Evanovich’s latest crime-stopping, knee-slapping novel, *Fearless Fourteen*, bounty hunter protagonist Stephanie Plum gets caught up in her most explosive adventure yet. It’s a bankruptcy-gone-bad catastrophe filled with personal vendettas and hidden treasure played out by a cast whose antics keep readers on their toes.

When Plum’s love interest, policeman Joe Morelli, inherits a house from his Aunt Rose, he soon realizes there’s more to the property than meets the eye. A parolee cousin of Morelli’s

stalks the house, implying that loot from a former bank robbery is hidden deep within the construction. So, Morelli hires “Mooner” to protect the property — which he does successfully with a potato cannon.

Don’t miss the thrills, chills and “possible incontinence” (as Evanovich herself admits) that may result from reading this latest spoof in the author’s collection. Catch a copy at your local bookstore or check out Evanovich’s website at [www.evanovich.com](http://www.evanovich.com) to read an excerpt from the first chapter. ■

### Swiss Bank Accounts

Most of us probably first heard of Swiss Bank Accounts so long ago it’s hard to say just when. I think we also learned that these accounts were numbered and were kind of sacrosanct, impenetrable or the like. So many pulp novels told us that we were better off not knowing.

But, hold on, something new is brewing! Sen. Carl Levin (D-Mich) states that the Justice Department and the IRS have served summonses on two particular foreign banks for starters — the government’s object being to look through the bank account information for five years ending 2007. The IRS Commissioner announced that he has met with the heads of several international accounting firms, seeking their assistance in securing taxpayer identification numbers, etc.

Allegedly, the banks have brazenly marketed illegal tax shelters and tax evasion schemes to U.S. Citizens. The U.S. authorities have cited the banks for using secret code names for clients, pay phones, undeclared accounts, encrypted computers, and a laundry list of secrecy tricks such as foreign shell companies, fake charitable trusts and on-and-on.

This is just another reminder that nothing with the IRS stays the same and they can change their minds rather quickly. So, stay on your toes and give us a call to discuss any concerns you might have. ■

*Eric M. Nislow, CPA is the managing partner of Solomon and Nislow, P.A., a Baltimore-based tax, accounting and consulting firm serving clients since 1965. For assistance or questions, contact Eric Nislow at 410-727-2717 or [enislow@solomonandnislow.com](mailto:enislow@solomonandnislow.com).*



# Legal Beat: Recent Cases Impacting the Bail Industry

by Mark Holtschneider, Esq.

## **Fugitive Recovery Agent Not Required to Give Miranda Warning – Washington**

In March 2006, a fugitive recovery agent tracked a bail jumper to a motel. The recovery agent called the police and told them he was going to apprehend the fugitive. He asked for emergency backup assistance in the event something went wrong. The police arrived at the motel and waited in the parking lot across from the fugitive's room. The fugitive recovery agent was wearing a jacket and badge that identified him as a recovery agent. He knocked on the motel room door and when the fugitive opened it, the recovery agent forced his foot into the doorway, entered the room, and placed the fugitive in handcuffs. The fugitive recovery agent brought the fugitive to his car. One of the police officers asked the recovery agent if everything was okay and the recovery agent said "yes." The recovery agent's assistant was covering the backside of the motel room during the apprehension and saw a bag thrown from the window. The fugitive told the recovery agent during the ride to the jail that he was happy that the recovery agent was not a police officer because he had to throw something out of the window. The police recovered the bag and found narcotics and a gun.

The fugitive was charged with unlawful possession of a firearm and possession of a controlled dangerous substance. The fugitive argued that because his Miranda Warnings were not given to him by the recovery agent, none of his statements could be used in his trial. The court held that Miranda Warnings did not apply because "only State agents must give Miranda Warnings." Because the recovery agent was a private citizen and not an employee or agent of the State, he was not required to give the Miranda Warnings.

**Lesson Learned:** As long as fugitive recovery agents are not being directed by law enforcement officers, Miranda Warnings need not be given in Washington.

## **Bail Surety Company Required to be Represented by Attorney – Arizona**

A bail bondsman posted a \$30,000.00 bail bond using a power of attorney from an insurance company. The defendant failed to appear and a forfeiture hearing was set. The bondsman quickly apprehended the defendant and returned him to jail before the bond forfeiture hearing. At the hearing, the owner of the local bail bond company attempted to represent the insurance company and his bail bond company. The court ruled that companies can only be represented in court through an attorney. Because the bail bond owner was not an attorney, the court did not allow the owner to present any facts or argument. The attorney for the State then presented a brief argument requesting that \$27,000 of the bond be forfeited. The trial court ordered that \$20,000 be forfeited.

The appeals court reviewed the trial court's decision based on an "abuse of discretion" standard. The appellate court held

that the trial court properly precluded the owner of the bail bond business from representing the insurance company or his bail bond company at the hearing. The appeals court held that the trial court could have continued the case to allow the insurance company and bail bond company an opportunity to hire an attorney, but the trial court was not required to do so. The appellate court also stated that the "better practice" for the trial court would have been to allow the owner to testify as a witness and for the judge to take an active role in questioning the owner. The trial court's failure to do so, however, was not an abuse of discretion. *State v. Liberty Bail Bonds* (AZ.App.2008)

**Lesson Learned:** In many states, a corporation can only be represented by an attorney. Some states have exceptions for smaller cases. In all bail bond forfeiture cases, bondsmen should consult with a local attorney to determine whether an attorney is needed at a hearing.

## **Indemnitor Discharged in Bankruptcy – Federal Law**

An Oklahoma bondsman posted a \$16,000 bond. After the defendant failed to appear, the bondsman paid the forfeiture judgment and sued the indemnitor. The bondsman obtained a judgment against the indemnitor, and then the indemnitor filed for Chapter 7 Bankruptcy. The bondsman filed a motion seeking to determine that the debt owed to her by the indemnitor was not dischargeable because it was a "fine, penalty or forfeiture payable to and for the benefit of a governmental unit". The bankruptcy court held that the debt was dischargeable. A federal appeals court affirmed the judgment. The appeals court held that because there was no obligation from the indemnitor to the State, the debt was dischargeable. *Affordable Bail Bond v. Sandoval* (U.S. 10th Cir. 2008)

**Lesson Learned:** If an indemnitor files bankruptcy, the bankruptcy court will likely discharge the debt owed to the bondsman.

## **Additional Charge against Defendant after FTA Does Not Relieve Surety – Florida**

On July 24, 2006, a surety posted a \$30,000.00 bond for a defendant charged with four counts of lewd battery against a minor. On August 14, 2006, the defendant failed to appear for the arraignment and the bond was estreated. At the arraignment, a count of incest was added against the defendant. The surety later argued that the bond should be exonerated because the additional charge against the defendant changed the surety's risk. The trial court denied the motion.

On appeal, the court held that "where the criminal charges are substantially changed from the charges on which the bail bond was originally written, the surety is no longer obligated under the bond." Here, the information containing the additional charge was filed after the FTA, and thus the surety was not relieved. The court suggested that if the defendant had known of the additional charge before the arraignment FTA, the result may have been different. *Contental Heritage Ins. Co. v. State* (Fla. App. 2008)

**Lesson Learned:** When additional charges are added against a bonded defendant, the surety's risk changes and the surety should be discharged. If the new charges are added after an FTA, the bond might still be exonerated if the defendant was aware of the new charge before the FTA.

### **Failure To Serve Surety Vacates Judgment – Texas**

After the defendant failed to appear, the court entered a judgment nisi and eventually a final judgment against the defendant and the bail agent. The court, however, did not serve the insurance company on the bond. The bondsman argued that he should be relieved of liability, but the trial court denied the petition. On appeal, the court noted that Texas law requires that the surety be given notice and served with a citation. The court held that if the surety is not served with the judgment, the judgment against the defendant and bail agent is void. The court further held that the State is prohibited from instituting any case for a bond forfeiture more than four years after the defendant has failed to appear. *Castaneda v. State* (Tex. App. Corpus Christi 2008)

**Lesson Learned:** Review all forfeitures to determine whether proper service was made. If improper notice is given, the surety and bondsman have less opportunity to apprehend the defendant and are thus deprived of their contractual and statutory rights.

### **Bail Bond Board Required To Suspend or Revoke License if Unpaid Judgments – Texas**

A bondsman failed to disclose unpaid judgments for bail bond forfeitures in his license application. The Grimes County Bail Bond Board suspended and then later revoked the bondsman's surety license. The Board's decision was appealed to the District Court which conducted a trial. The trial court found that the bondsman had failed to pay judgments as required by the Occupations Code, Section 1704.204. Nevertheless, the court reinstated the bondsman's license. The Bail Bond Board appealed.

The appellate court reversed the previous decision. The appeals court held that Section 1704.204 requires a bondsman to pay a final judgment on a bail bond forfeiture not later than 31 days after the final judgment. Section 1704.252 states that, when a bondsman fails to pay a due forfeiture, the Bail Bond Board has only two choices – revocation or suspension. Reinstatement by the trial court was not an option. The court held that the bondsman could cure the violation by paying the outstanding judgments and at that point the license could be reinstated. *Grimes County Bail Bond Board v. Ellen* (Tex. App. 2008)

**Lesson Learned:** In Texas, a bail bondsman's license will be suspended or revoked if forfeitures are not paid within 31 days. ■

## Electronic Monitoring Start-Up Kits

**E**lectronic Resource Associates (“ERA”) was formed by Lexington National and three other bail-only surety companies to supply bail bondsmen with the electronic monitoring products and services needed to supplement their bail businesses. ERA provides unique program solutions that can be tailored to the individual requirements of each bail agent.

Our Bail Tracker program offers low rates, so you can easily track your defendants' whereabouts.

ERA is now offering an all-in-one Start-Up Kit for those who want to get started right away, or just expand their present program. The kit includes:

- How-to directions for the system
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- PowerPoint marketing presentation branded with your firm's logo
- Forms for use with offenders, courts, and agencies
- Online hardware and software classes
- Offender pay program assistance
- Business plan considerations

If you would like additional information or have any questions, please call Lani Johnson at 954-703-6033. ■



Lani Johnson, National Sales Director for Electronic Resources Association (ERA)



## Courtroom Humor

During the jury selection process, an obnoxious lawyer quizzed the potential jurors for a long time and then finally asked, “Does any one of you here today dislike lawyers?” After a long, awkward silence, the judge was heard to say, “I do.”



## **YOU'LL HAVE THE POWER WHEN YOU NEED THE POWER!**

Have you ever lost a bond because your surety didn't send you enough **powers**?

Have you ever lost a *large* bond because your surety didn't send you a **large enough power**?

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