

2005

George M. Lee and Gerald Lee v. Miles Walter
Langley, Robert P. Thorpe, and The Ranger
Insurance Company : Brief of Appellee

Utah Court of Appeals

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IN THE UTAH SUPREME COURT

**GEORGE M. LEE and GERALD
LEE,**

**Plaintiffs and
Appellants,**

vs.

MILES WALTER LANGLEY,

Defendant,

**ROBERT P. THORPE, and THE
RANGER INSURANCE
COMPANY,**

**Defendants and
Appellees.**

Case No. 200507³⁵---SC
2

BRIEF OF APPELLEE RANGER INSURANCE COMPANY

**Appeal Upon a Grant of Certiorari to the Utah Court of Appeals Regarding an
Appeal from the Eighth District Court, Uintah County
Judge A. Lynn Payne**

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**FILED
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COMPLETE LIST OF ALL PARTIES IN DISTRICT COURT

Defendants Miles Walter Langley and Robert P. Thorpe are listed as defendants in this lawsuit, but neither is a party to this appeal.

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I. STATEMENT OF JURISDICTION

Defendant/Appellee Ranger Insurance Company (“Ranger”) agrees with the Jurisdictional Statement in Appellants George Lee and Gerald Lee’s (“the Lees”) Appellate Brief.

II. ISSUES PRESERVED, STANDARDS OF REVIEW AND PRESERVATIONS OF ISSUES BELOW

The parties have not previously raised or briefed in any depth the issue of whether a bail agreement violates public policy to the extent it purports to permit a bail enforcement agent not licensed in Utah to apprehend a fugitive. At most, the notion that Utah’s public policy could preclude enforcement of the bail agreement was mentioned in passing in one sentence of the Lees’ principal brief to the Court of Appeals: “There is no known authority for the proposition that parties can get together in one state and contract away the public policy and statutes of another state, yet that is what the court allowed in this trial.” Lees’ Appellate Brief to Court of Appeals, at 8-9. Because the Lees’ argument to the Court of Appeals regarding public policy was so cursory, Ranger did not brief the issue. Likewise, the Court of Appeals did not focus its analysis on public policy issues when analyzing whether to affirm the bail agreement at issue in this case.

“As a general rule, claims not raised before the trial court may not be raised the first time on appeal.” *State v. Holgate*, 2000 UT 74, ¶ 11, 10 P.3d 346; *Monson v. Carver*, 928 P.2d 1017, 1022 (Utah 1996). Although this Court could choose to answer the issue presented on judicial efficiency grounds, remand for consideration by a lower court would also be jurisprudentially appropriate.

Additionally, the issue as framed may well be moot. It assumes the bail bondsman, Mr. Langley, was not licensed in Utah, yet there is no evidence in the record that establishes that.

III. DETERMINATIVE PROVISIONS, STATUTES AND RULES

There are no statutes or rules that are determinative of the issue on appeal.

While the Lees claim that Utah Code Ann. § 31A-35-601 (1999), “Acts of [Bail Bond] Agent,” and § 53-11-101, et seq, “Bail Bond Recovery Act,” govern this appeal, the trial court noted that these statutes apply to sureties and bail recovery agents who are licensed in Utah. (R. 1187, p. 6). Because the Lees argue that Mr. Langley did not have a Utah license—despite the fact that nothing in the record establishes that Mr. Langley did not have a Utah license—there is no issue regarding whether or how the statutes should be applied in this case. Instead, it appears the Lees rely on these statutes purely to the extent that the statutes express Utah’s public policy regarding bail recovery. That does not render the statutes “determinative,” and the Court need not construe nor apply the statutes in this case. Moreover, the statutes do not prohibit a bondsman duly licensed in another state, as Mr. Langley undisputedly was, from entering Utah to apprehend a fugitive pursuant to a valid arrest warrant.

To the extent the Court relies on the statutes to indicate Utah’s public policy on bail recovery, Utah Code Ann. § 77-20-8.5 (1998), is instructive. It authorizes a surety to arrest a fugitive “at any time . . . and at any place within the state” for the purpose of

surrendering him to the court. (Appellants' Brief to Utah Court of Appeals, Addendum at 25).

IV. STATEMENT OF THE CASE

A. Nature of the Case, Parties, Course of the Proceedings and Disposition Below.

The Appellants are brothers George and Gerald Lee, two Utah residents who claim they were assaulted by a Colorado bail recovery agent, Miles Langley, on April 2, 1999, in Vernal, Utah. (R. 2). At the time of the alleged assault, there were two outstanding warrants in Colorado for Gerald Lee, one for driving under the influence and one for operating a vehicle without a driver's license. (R. 1187, p. 105; R. 999 Exhibit 1, pp. 001-002).

Defendant Robert P. Thorpe owned A-1 Bail Bonds ("A-1"), a bail bond agency in Grand Junction, Colorado. (R. 1187, p. 254; M. Thorpe depo. p. 6).¹ Maria Thorpe, his wife, was also an owner. (R. 1187, p. 254; M. Thorpe depo. pp. 5-6). Shortly after Gerald Lee was arrested in Colorado in 1998 for the two separate offenses, he purchased two bail bonds from A-1; the purchase of these bonds allowed him to be released from the jail in Colorado until his initial criminal court hearings. (R. 1187, p. 106; Exhibit 2, pp. 008-010).

¹Page 254 of the trial court transcript notes that witness Maria Thorpe's deposition transcript was made part of the record. (R. 1187, p. 254). However, it appears that the clerk of the trial court did not assign a separate page number for her deposition transcript in the record. When citing portions of Ms. Thorpe's deposition transcript in this brief, Ranger has cited to the page of the trial transcript where her deposition transcript is made part of the record, then cites to the page of the deposition transcript containing the relevant testimony.

Ranger is a bail bond surety insurer in Texas. (R. 1187, pp. 256-58). Ranger contracted with A-1, through a general agent known as North American Bail Bond Services (“NABBS”), to supply surety bail bonds. (R. 1187, pp. 258-59; R. 999, Exhibit 2, p. 018). Ranger acted as principal and A-1 as independent contractor. (R. 999, Exhibit 2; R. 1187, p. 254, M. Thorpe depo., pp. 51-52). The Bail Bond Underwriting Agreement signed by A-1, Ranger and NABBS provides that A-1 is “solely responsible for . . . the apprehension, . . . arrest, extradition and/or surrender of errant bond principals [fugitives].” (R. 999, Exhibit 2, p. 020). A-1 also agreed to conduct apprehensions of fugitives “properly and lawfully in compliance with all laws, statutes, regulations and prudent business practices utilized in the bail bond business.” (R. 999, Exhibit 2, p. 020).

Miles Langley was a Colorado resident who was licensed as a bail recovery agent in Colorado. (R. 1187, pp. 56, 62-63). No evidence was presented regarding whether he was licensed in Utah. He was self-employed. (R. 1187, p. 61). Mr. Langley claimed A-1 hired him to apprehend Gerald Lee, a claim contested by A-1. (R. 1187, p. 74; R. 1187, p. 254, M. Thorpe depo. p. 39). It was undisputed that Mr. Langley was never an employee, independent contractor or agent of Ranger. (R. 1187, p. 259). The Lees deposed Mr. Langley in connection with this lawsuit, but he died before trial. (R. 1187, p. 55).

The Lees filed a Complaint in the Eighth Judicial District Court in Vernal, Utah, against Mr. Langley, Mr. Thorpe in his capacity as owner of A-1, and Ranger in its capacity as bond surety. (R. 2; R. 1187, p. 33). The Complaint alleges that on April 2,

1999, Mr. Langley, acting as an employee of A-1, apprehended Gerald Lee in Vernal, Utah, in order to take him to Colorado on the arrest warrants. (R. 2). The apprehension occurred at the home of George Lee, and during the apprehension, a scuffle ensued between the Lee brothers and Mr. Langley. (R. 3). The Lees allege they sustained physical injuries during the fight. (R. 3). The Complaint lists assault and battery, kidnap, and reckless endangerment, as the causes of action. (R. 3). The Complaint seeks both compensatory and punitive damages. (R. 3).

This case was tried to a jury in Vernal on February 2-4, 2004, with Judge Lynn Payne presiding. (R. 1187). Neither Mr. Thorpe nor Mr. Langley appeared at trial, leaving Ranger as the only defendant present. (R. 1187). Although the Lees did not plead false imprisonment in their Complaint, Judge Payne permitted them to present this claim to the jury, in addition to claims for assault, reckless endangerment and punitive damages. (R. 1187). After the Lees presented their case in chief, Judge Payne granted Ranger's motion for partial directed verdict, resulting in dismissal of the false imprisonment claim. (R. 1187, pp. 213, 222-23). The jury answered the Special Verdict form by finding that Mr. Langley did not assault or recklessly endanger the Lees, resulting in a no cause verdict for Mr. Langley, A-1, and Ranger. (R. 1009-1012).

B. Statement of Facts.

1. Gerald Lee was Arrested Twice in Colorado in 1998 for Criminal Offenses.

Gerald Lee was arrested in November 1998, in Grand Junction, Colorado, for driving under the influence of alcohol. (R. 1187, p. 105, R. 1187 p. 254, M. Thorpe depo.

p. 14). He was also arrested in Rio Blanco, Colorado, in late 1998, for driving without proof of insurance. (R. 1187, p. 105). The warrants for his arrest on both charges are still outstanding. (R. 999, Exhibit 7).

2. Mr. Lee Purchased Two Bail Bonds from A-1 in Order to be Released from Jail.

While in jail for these offenses, Mr. Lee purchased two bail bonds from A-1. (R. 999, Exhibit 2, pp. 016-017). Mr. Lee entered into a Bail Bond Application and Contract with A-1. (R. 999, Exhibit 2, pp. 008-010). Ranger was the surety for these bonds, meaning that if Mr. Lee failed to appear for court hearings in Colorado and the bonds were forfeited, Ranger guaranteed to pay the Colorado court for the forfeiture. (R. 1187, p. 258).

Because Mr. Lee purchased these bail bonds, he was released from jail immediately. (R. 1187, p. 254, M. Thorpe depo. p. 10; R. 1187, p. 141). More specifically, the Colorado court released him into A-1's custody. (R. 1187, p. 254, M. Thorpe depo. p. 12). Mr. Lee was aware that if he failed to show up for court hearings in Colorado, it would cause a forfeiture of the bonds. (R. 1187, p. 146). Additionally, his failure to appear would cause a warrant for his arrest to issue. (R. 999, Exhibit 1, pp. 001-002).

3. Mr. Lee Contractually Agreed that A-1 Could Arrest Him if He Failed to Appear for Colorado Court Hearings.

In exchange for Ranger acting as surety and A-1 acting as bonding agent so that Gerald Lee could be released from jail, he promised Ranger and A-1 several things in the

Bail Bond Application and Contract. (R. 999, Exhibit 2, pp. 008-010). First, he agreed that upon his release from jail until his appearance at court hearings, “Ranger shall have control and jurisdiction over me . . . and shall have the right to apprehend and surrender me to the proper officials at any time” (R. 999, Exhibit 2, p. 008). He further agreed that if he left Colorado or failed to appear for court hearings, “Ranger and/or its Agent shall have the right to forthwith apprehend and surrender me in exoneration of my bail bonds” (R. 999, Exhibit 2, p. 008). Thus, if Mr. Lee failed to show up for court hearings in Colorado, A-1 had the right to apprehend him and return him to jail in Colorado. (R. 1187, p. 262; R. 1187, p. 254, M. Thorpe depo. p. 14).

Third, he agreed that if he left Colorado and was apprehended by A-1, he “agree[d] to voluntarily return to [Colorado], and . . . waive extradition proceedings and hereby consent to the application of such reasonable force as may be necessary to effect such return.” (R. 999, Exhibit 2, p. 008). It was undisputed that this clause gave A-1 the right to apprehend Gerald Lee if he left Colorado. (R. 1187, p. 263). Mr. Lee never contended at trial that he entered the contracts under duress or that the contracts were otherwise illegal or void.

4. Mr. Lee Failed to Appear for Court Hearings in Colorado Related to the Two Offenses.

The court in Rio Blanco, Colorado, scheduled a hearing on Mr. Lee’s license violation for December 16, 1998. (R. 1187, p. 265). The court in Mesa County, Colorado, scheduled a hearing on Mr. Lee’s DUI violation for January 25, 1999. (R.

1187, p. 265). Mr. Lee failed to show up for either court hearing. (R. 1187, p. 109-110).² Mr. Lee testified that he knew that by failing to appear, he had caused a forfeiture of the bail bonds. (R. 1187, p. 146). A-1 had the right at this point to apprehend Mr. Lee because he had violated “not only his bail bond conditions with the court, but he also violated his bail bond application and contract” (R. 1187, p. 254, M. Thorpe depo. pp. 20-1).

On December 16, 1998, the Rio Blanco court issued a Notice of Forfeiture, addressed to Mr. Lee, A-1 and Ranger, stating that since Mr. Lee failed to show up for his court hearing the week before, the bail bond was in danger of being forfeited. (R. 1187, p. 254, M. Thorpe depo. pp. 29-30; R. 999, Exhibit 1, pp. 006-007). The court allowed A-1 until April 20, 1999, to bring Mr. Lee into court, or else the bond would be forfeited and Ranger or A-1 would have to pay the court \$500 for Mr. Lee’s failure to appear. (R. 1187, p. 254, M. Thorpe depo., pp. 30-32).³

5. A-1 Attempted to Bring Gerald Lee into Court to Avoid Forfeiture of the Bonds.

Beginning in February 1999, A-1 made several unsuccessful attempts to locate Mr. Lee and bring him into court in Colorado. (R. 1187, p. 254, M. Thorpe depo., p. 34). These attempts included calling Mr. Lee’s former employer, who had co-signed on the

²He testified at trial that he failed to appear for the hearings because they were scheduled on the same day, which obviously was not true. (R. 1187, pp. 109-110, 145).

³The Mesa County Court issued a Notice of Forfeiture on January 25, 1999, ordering Mr. Lee to appear on March 9, 1999, but it is not known what became of this (R. 999, Exhibit 1, p. 004).

bonds, and calling Mr. Lee's mother in Vernal. (R. 1187, p. 254, pp. 34-38). On April 1, 1999, Maria Thorpe called his employer again and told him she would be coming to Vernal soon to pick up Mr. Lee and remand him back to the Colorado court's custody. (R. 1187, p. 254, M. Thorpe depo. pp. 38).

6. Miles Langley Apprehended Gerald Lee on April 2, 1999.

Maria Thorpe testified that she did not have a chance to apprehend Mr. Lee herself, because Miles Langley traveled to Vernal and apprehended him without her direction or knowledge. (R. 1187, p. 254, M. Thorpe depo. p. 38). Ms. Thorpe testified that A-1 did not ask or hire Mr. Langley to apprehend Mr. Lee but speculated that he learned of the impending forfeiture of the bond, and therefore the right to apprehend Mr. Lee, by looking through courthouse records for Notices of Forfeiture. (R. 1187, p. 254, M. Thorpe depo pp. 39-40).

The Lees deposed Mr. Langley in 2002. (R. 1187, p. 55). He testified that he was a licensed bail recovery agent in Colorado in 1999. (R. 1187, p. 64). The Lees did not inquire whether he was licensed as a bail recovery agent in Utah in 1999. (R. 1187, p. 55). However, Mr. Langley had apprehended fugitives in Utah "numerous times" prior to 1999. (R. 1187, p. 70).

Mr. Langley testified that he went to the Mesa County courthouse to confirm that there was an outstanding warrant for Mr. Lee's arrest on a DUI charge. (R. 1187, p. 75). He drove to the Vernal Sheriff's Department on April 2, 1999, where he told the assistant sheriff he was going to apprehend Mr. Lee. (R. 1187, p. 82). The assistant sheriff told

Mr. Langley that Mr. Lee was staying at the home of his brother George Lee and gave him general directions to George Lee's home. (R. 1187, p. 82). As Mr. Langley neared George Lee's home, he stopped at the Naples Police Department and told a police officer that he was in town to apprehend Gerald Lee. (R. 1187, p. 83). After Mr. Langley showed the officer the arrest warrant, the officer gave Mr. Langley specific directions to George Lee's home. (R. 1187, p. 83). Neither police department inquired whether Mr. Langley was licensed in Utah.

Mr. Langley arrived at George Lee's home and entered the home after telling George Lee, who answered the door, that he was with a construction company and wanted to give Gerald Lee a job. (R. 1187, pp. 85-86). Mr. Langley entered the home, shook Gerald Lee's hand, then told him he had a warrant for Mr. Lee's arrest. (R. 1187, p. 86). A scuffle ensued, and George Lee testified that as he went to help his brother, Mr. Langley elbowed him. (R. 1187, pp. 192-193). Gerald Lee testified that he was also physically injured in the fight. (R. 1187, p. 119).

Officers from the Naples Police Department arrived at George Lee's home shortly afterward.⁴ (R. 1187, p. 90). Mr. Langley took Gerald Lee into custody and drove him to Grand Junction, Colorado, where he was put in jail. (R. 1187, p. 97). Gerald Lee testified that he went with Mr. Langley because Naples police officer Steve Hatzidakis told him he would be arrested if he did not accompany Mr. Langley. (R. 1187, p. 125).

⁴They cited Langley and the Lees for assault. (Appellants' Brief, xii). Mr. Langley later plead down his citation to disorderly conduct. (R. 1025).

7. Judge Payne Dismissed the Lees' False Imprisonment Claim Because They Could Not Meet the Legal Elements of This Claim.

At the close of the Lees' case in chief, Ranger moved for a partial directed verdict to dismiss the Lees' false imprisonment claim. (R. 1187, p. 213). The judge concluded that George Lee had presented no evidence that Mr. Langley confined or imprisoned him; Mr. Langley merely entered his home and allegedly struck him, but that action did not equate to confinement or imprisonment. (R. 1187, pp. 213-215, 222). Judge Payne further concluded that Gerald Lee had presented no evidence that Mr. Langley acted without reasonable grounds to believe Gerald Lee had committed an offense. (R. 1187, pp. 215-16). To the contrary, there were two separate legal bases for Mr. Langley to apprehend Gerald Lee: one stemming from Mr. Lee's contractual assent to be apprehended in the Bail Bond Application and Contract, and one stemming from the common law set forth in *Taylor v. Taintor*, 89 U.S. 366 (1872), which confers a right upon bail bondsmen to apprehend fugitives. (R. 1187, pp. 215-16).

V. SUMMARY OF ARGUMENTS

The bail agreement at issue in this case does not violate Utah's public policy. It does not purport to allow anyone to do anything contrary to Utah law. Rather, it effectively limited Gerald Lee's ability to sue Ranger and Mr. Langley after Mr. Lee became a fugitive and thereby created a need for his apprehension.

Enforcement of the bail agreement is consistent with Utah's public policy. Colorado has the same public policy interests as Utah in regulating bail recovery agents. Mr. Langley satisfied Colorado's regulations for bail recovery, since he was licensed in

Colorado. It is uncontested that Mr. Langley would have had the statutory authority to arrest Lee but for his alleged lack of a Utah license.⁵ Multiple public policy goals are at stake; Utah's interest in regulating the practice of private bail recovery is no more important than its interest in making sure that fugitives at large within its borders are apprehended. Enforcing the bail agreement best balances Utah's various public policy interests.

Extensive common law, based on *Taylor v. Taintor*, 83 U.S. 287 (1873), establishes the right of a bail recovery agent to apprehend fugitives across state lines under bail agreements such as the one in this case. Comity principles also require that Utah accord due deference to bail recovery agents who meet the standards established by other states' bail recovery regulations, as long as those other states' regulations are substantially similar to Utah's regulations and serve the same public policy goals as Utah's regulations.

VI. ARGUMENT

THE BAIL AGREEMENT AT ISSUE DOES NOT VIOLATE UTAH PUBLIC POLICY

A. The Bail Agreement Did Not Purport to Permit Any Action Contrary to Utah Law.

The bail agreement in this case did not allow Ranger or Mr. Langley to flout the law. It simply permitted Gerald Lee to, in exchange for being released from jail, contract away the right to bring a civil suit against a bail enforcement agent if he fled the

⁵Again, there was no evidence presented at trial, and no evidence in the record, that Mr. Langley was not licensed in Utah.

jurisdiction and thereby created a need for the agent to apprehend him. The contract provided, in pertinent part:

1. Ranger shall have control and jurisdiction over me during the term for which my bail bond(s) is executed and shall have the right to apprehend and surrender me to the proper officials at any time for violation of my bail bond(s) obligations to the Court and Ranger as provided by law.
2. It is understood and agreed that any one of the following actions by me shall constitute a breach of my obligations to Ranger and that Ranger and/or its Agent shall have the right to forthwith apprehend and surrender me in exoneration of my bail bond(s):
 - a. If I depart the jurisdiction of the court without written consent of the court and Ranger or its Agent.
 -
3. If I depart the jurisdiction of the Court wherein my bail bond(s) is posted by Ranger for any reason, and I am captured by Ranger and/or its Agent . . . in a State other than the one in which my bail bond(s) is posted, I hereby agree to voluntarily return to the State of original jurisdiction, and I hereby waive extradition proceedings and further consent to the application of such reasonable force as may be necessary to effect such return.

(*Lee v. Langley*, 2005 UT App 339 at ¶ 2, 129 P.3d 33). The contract says nothing about whether the bail recovery agent must comply with the bail recovery laws of other jurisdictions into which a fugitive may flee. It does not purport to exempt the bail recovery agent from any criminal liability that may arise from the manner in which he apprehends a fugitive. All the contract in this case did was prevent Gerald Lee from suing Mr. Langley for apprehending him pursuant to the contract. As the Court of Appeals correctly explained, “Langley’s authority to arrest Lee arose from the bail contract, and that authority existed even if its exercise by Langley, an unlicensed bail

enforcement agent, was illegal.” *Id.* at ¶ 10 (citing *Mosley v. Johnson*, 453 P.2d 149, 152 (1969)).

The Lees have made no attempt to refute this crucial analysis of the Court of Appeals: “While the bail contract would not relieve Langley from criminal liability under the Act, it does preclude Lee from arguing in this civil action that Ranger—and by extension Langley—had no authority to apprehend him in Utah.” *Id.* at ¶ 15 (citing *Snyder v. Lovercheck*, 992 P.2d 1079, 1087 (Wyo. 1999) (holding that contracting parties “are not permitted to assert actions in tort in an attempt to circumvent the bargain they agreed upon”)). Utah’s statutes on bail recovery do not prohibit parties from privately agreeing that a bail recovery agent can apprehend a fugitive. The Lees do not claim, as they cannot, that any statutory language actually specifically prohibits bounty hunters licensed elsewhere from apprehending fugitives in Utah. The Lees’ argument in its brief to this Court is simply that enforcement of a contract, freely entered into, contravenes Utah’s supposed public policy regarding bail recovery. To the contrary, Utah’s public policy strongly weighs in favor of finding the contract enforceable.

B. Utah’s Public Policy Strongly Supports Enforcing the Bail Agreement.

There is substantially more depth to Utah’s public policy on bail recovery than the Lees suggest. The Lees emphasize the statutory requirement that a bail recovery agent in Utah be licensed, but the Court should consider the *reasons* why licensing is required. The Lees exalt the licensing requirement as if licensing itself was an end goal of Utah’s public policy, when it is simply a means to effectuate that public policy.

1. Colorado's Bail Recovery Agent Requirements Foster the Same Public Policy Goals as Utah's Bail Recovery Agent Requirements.

Understanding Utah's public policy on bail recovery requires more than mere recognition of the fact that Utah requires bail recovery agents to be licensed. Licensing is essentially a means to ensure that bail recovery agents do not have criminal backgrounds, Utah Code Ann. § 53-11-108(1)(2), and have attained a minimum level of training in fugitive apprehension. *Id.* at 53-11-108(4)(b). The statute mandates a training program of at least sixteen hours in length, which must include training in four main areas: "instruction on the duties and responsibilities" of a bail recovery agent, "the laws and rules relating to the bail bond business," "the rights of the accused," and "ethics." *Id.* § 53-11-108(4)(a)(I) - (iv). Additionally, a bail recovery agent must also have a minimum of 1,000 hours of "experience consisting either of actual bail recovery work, or work as a law enforcement officer." *Id.* at § 53-11-111(1)(a).

Not surprisingly, Colorado, where it is undisputed that Mr. Langley was licensed, has the same public policy goals with respect to bail recovery. Those goals are evident in Colorado's requirements for bail recovery agents. In Colorado, someone applying to be a bail recovery agent must first have his fingerprints taken by a law enforcement agency. Colo. Rev. Stat. Ann. § 12-7-105.5(2) (2003). The law enforcement agency then submits those fingerprints to the Colorado Bureau of Investigation (the "CBI") for a background investigation. *Id.* During the background investigation, the CBI checks the applicant's fingerprints against both its own records and those of the FBI. *Id.* § 12-7-105.5(3). The

purpose of the background investigation is to ensure that the prospective applicant has never “been convicted of or pled guilty or nolo contendere to any felony under federal or state law during the previous fifteen years.” *Id.* A bail bonding agent cannot hire a bail recovery agent without first confirming that the applicant has successfully passed the background check. *Id.* § 12-7-105.5(1)(a).

In addition to passing a criminal background check, Colorado requires that an applicant to be a bail recovery agent receive formal training in “bail fugitive apprehension.” *Id.* § 12-7-105.5(1)(b). This training must conform to the standards established by the “peace officers standards and training board” (“POST”). *Id.* The bail recovery training program entails a minimum of sixteen hours of instruction on five main subjects: Introduction to Bail Recovery, Principles of Criminal Culpability, Colorado Criminal Code, Firearms and Weapons, and Seizure-Entry. *See* Colorado Department of Regulatory Agencies (“DORA”), Notice of Prelicensure Education Requirements For Bail Bonding Agents (“Colorado Education Requirements”), Addendum A at 2, 7⁶; *compare with* Utah Code Ann. § 53-11-108(4)(a)(I) - (iv) (requiring sixteen hour training program in “duties and responsibilities” of a bail recovery agent, “the laws and rules relating to the bail bond business,” “the rights of the accused,” and “ethics”). One of the three primary learning objectives of the course on “Introduction to Bail Recovery” is specific instruction on *Taylor v. Taintor*, 83 U.S. 287 (1873). *See* Colorado Education

⁶At <http://www.dora.state.co.us/insurance/regs/b07-99.doc> (indicating Bail Recovery Training Program adopted by POST on 12/4/98).

Requirements at 7. A bail bonding agent's license will be revoked if he knowingly hires a bail recovery agent who failed the criminal background check, or is not POST-certified in bail fugitive apprehension. Colo. Rev. Stat. Ann. at § 12-7-106(1)(b).

“It is uncontested that Langley would have had the statutory authority to arrest Lee but for his lack of a [Utah] license.” *Lee*, 2005 UT App. 339 at ¶ 15 (citing W. Page Keeton et al., *Prosser and Keeton on the Law of Torts* § 36 at 226 (5th ed. 1984) (licensing statutes create no liability if the actor is competent but unlicensed)). The Lees do not dispute Mr. Langley's competence or qualifications. Mr. Langley had the background, training, and experience to operate as a Utah bail recovery agent by meeting the requirements to obtain a Colorado license. He was licensed in Colorado, but the Lees claim, without supporting evidence, he was not licensed in Utah. That does not warrant invalidating the bail contract.

2. Utah's Other Public Policy Goals, Such As Encouraging Private Bail Recovery, and Avoiding Creation of a Haven for Fugitives, Support Enforcing the Bail Recovery Agreement.

Utah's public policy strongly favors the use of private bail recovery agents to apprehend fugitives. While Utah has an important public policy interest in regulating bail recovery agents, it also has equally important public policy interests in seeing that fugitives from Utah's justice system are apprehended. Likewise, Utah has a strong interest in seeing that fugitives who flee to Utah from other states are apprehended, lest Utah become a haven for out-of-state fugitives. *See Boudreaux v. State*, 1999 UT App. 310, ¶ 27, 989 P.2d 1103 (citing *Emig v. Hayward*, 703 P.2d 1043, 1049 (Utah 1985))

(noting that state into which fugitive has fled has a “strong interest” in delivering fugitive back to state from which fugitive fled)). As long as bail agreements such as the one at issue in this case are enforceable, all three of these public policy interests are protected. If the bail agreement in this case were invalidated, the current balance of public policy interests would be upset.

The current system of private bail recovery, when reasonably regulated, serves all of these interests. This system is built on 134 years of reliance on *Taylor v. Taintor*. Colorado and Utah (and, it is safe to assume, other states as well) have enacted statutes to ensure that bail recovery agents are law-abiding and competent in safe fugitive apprehension. Were this Court to determine that the bail agreement is invalid because Mr. Langley was licensed in Colorado but allegedly not licensed in Utah, the logical extension of that determination is that Utah bail recovery agents cannot pursue fugitives who have committed criminal offenses in Utah into other states, to bring those fugitives back to Utah so they are held accountable for their transgressions. If Utah bail recovery agents were forced to stop pursuing fugitives to other states, Utah’s interest in apprehending those fleeing Utah’s justice system would be stymied.

Utah could become a haven for fugitives if fugitives in other states were able to throw off their pursuers by crossing into Utah. If the bail agreement were unenforceable, companies such as A-1 would have to employ a different bail recovery agent for every state into which a fugitive fled, geometrically increasing the cost of providing bail services. This added cost would hurt not just bail bonding companies, but also people

who wish to be bailed out of jail, many of whom would find bail unaffordable. Many more people would stay in jail, overwhelming jail facilities.⁷ Mr. Langley testified that he had apprehended fugitives in Utah on several prior occasions without incident. On this occasion, he informed local law enforcement authorities that he was apprehending Mr. Lee pursuant to valid Colorado arrest warrants. The Utah authorities did not stop Mr. Langley or inquire if he was licensed in Utah; instead, they acknowledged his authority to

⁷See Jonathan Drimmer, “When Man Hunts Man: The Rights and Duties of Bounty Hunters in the American Criminal Justice System,” 33 Houston L. Rev. 731, 761-62 (1996). Drimmer has explained:

Moreover, bondsmen and bounty hunters help ease prison overcrowding, a condition which, by 1987, had resulted in judicial rulings in almost every state finding the state correctional system unconstitutional and ordering major changes. To relieve the burden on prisons and help decrease state pretrial detention costs, courts began to set lower bail rates. Although lower bail rates cause more defendants to be freed on bail before trial, they also cause more defendants to fail to properly appear in court. Cuts in police budgets and manpower has made it impractical to chase those defendants, leading states and bondsmen to increase their reliance on bounty hunters, whose participation in the criminal justice system saves the state expenses associated with searching for, arresting, and transporting the suspect to court.

The increased reliance states and bondsmen place on bounty hunters is well deserved. Based on their expertise and economic incentives, bounty hunters are significantly more effective at retrieving fugitives than the police, returning 99.2% of suspects committed to the custody of bondsmen. Because of that proficiency, police also enlist the aid of bounty hunters to help track down elusive criminal suspects before an initial arrest or after an escape, and experts have even proposed entirely privatizing fugitive retrieval through the use of bounty hunters. Thus, state privatization efforts and endeavors to decrease prison overcrowding and costs have made bondsmen and bounty hunters valuable participants in state pretrial detention programs.

. . . The ultimate beneficiaries of bounty hunters’ comprehensive powers are the states themselves, who are freed from the financial burdens of confining suspects until trial, or searching for fugitives, while remaining assured that those defendants appear for trial.

Id. at 761-64 (footnotes omitted) (emphasis added).

apprehend Mr. Lee and directed Mr. Langley to his whereabouts. Such cooperation between bail recovery agents and law enforcement authorities clearly comports with Utah's public policy on bail recovery, and a Utah license was not required for this cooperation to occur.

C. Common Law and Comity Principles Provide Ample Justification for Affirming the Court of Appeals.

The Lees wrongly assert that “[t]he old federal common law right of a bail bondsman to pursue a fugitive in another state was eliminated by the adoption of Title 53.” Lees’ Appellate Brief at 23. The Lees’ reasoning flies in the face of fundamental rules of statutory interpretation:

It has been said that statutes are not presumed to make any alterations in the common law further than is expressly declared, and that a statute, made in the affirmative without any negative expressed or implied, does not take away the common law. The rules of the common law are not to be changed by doubtful implication, nor overturned except by clear and unambiguous language. In order to hold that a statute has abrogated common law rights existing at the date of its enactment, it must clearly appear that they are repugnant to the act or thereof invoked, that their survival would in effect deprive it of its efficacy and render its provision nugatory.

Shifflett v. State, 560 A.2d 587, 591-92 (Md. App. 1989) (internal quotation omitted) (holding that Maryland’s statutory codification of bail bondsmen’s rights “clearly” did not abrogate bail bondsmen’s rights with respect to their principals), *aff’d*, 572 A.2d 167 (Md. 1990).

Moreover, although the Court of Appeals based its analysis primarily on the language of the bail agreement itself, *see Lee*, 2005 UT App. 339 at ¶ 15 (finding bail contract “does preclude Lee from arguing in this civil action that Ranger . . . had no

authority to apprehend him”), extensive precedent and principles of comity also justify the decision to enforce the contract. “The bondsman’s authority to arrest and deliver the principal derives from three overlapping sources: (1) the common law principles enunciated by the Supreme Court in *Taylor v. Taintor* . . .; (2) statutory authorization; and (3) the contract between the surety and the principal.” *State v. Tapia*, 468 N.W.2d 342, 343 (Minn. App. 1991) (finding bounty hunter did not have authority to forcibly break into third party’s home to apprehend fugitive).

The Lees’ assertion that “the best that could be said for Langley’s legal status would be that he . . . [made] a citizen’s arrest,” Lees’ Appellate Brief at 17, is wrong, because it ignores his Colorado license, the bail agreement and well over a century of case law built around such bail agreements. “In point of fact, the authority of a bail bondsman in relationship to his principal is quite a bit broader [than that of a “private citizen’s right to effect an arrest].” *Shifflett v. State*, 560 A.2d 587, 590-91 (Md. App. 1989); *see also Tapia*, 468 N.W.2d at 344 (“A bail bondsman has *at least* the same authority a private citizen would have to make a citizen’s arrest.” (emphasis added)).

1. Taylor v. Taintor Has Formed the Backbone of Bail Recovery Law for 134 Years.

The Lees cited no case law from other jurisdictions showing, under analogous circumstances, that *Taylor v. Taintor*, 83 U.S. 366 (1872), is no longer good law on the right of a bounty hunter to pursue fugitives into Utah. “The most frequently quoted exposition of the bondsman’s common law arrest powers was set forth in *Taylor v.*

Taintor, 83 U.S. 366 (1872).” *Bailey v. Kenney*, 791 F. Supp. 1511, 1521 (D. Kan. 1992).

In *Taylor*, the United States Supreme Court held that

[w]hen bail is given, the principal [fugitive] is regarded as delivered to the custody of his sureties. Their dominion is a continuance of the original imprisonment. Whenever they choose to do so, they may seize him and deliver him up in their discharge They may pursue him into another State; may arrest him on the Sabbath; and if necessary, may break and enter his house for that purpose.

Taylor v. Taintor, 83 U.S. at 371. “[E]ven where there are statutory provisions that the bail may arrest the principal on a bailpiece or certified copy of the recognizance, these provisions have sometimes been held to be cumulative and not to affect the common law right to arrest without process.” *Frasher v. State*, 260 A.2d 656, 660 (Md. App. 1970).

Courts in numerous cases have relied upon *Taylor* and its progeny when affirming the right of a bail recovery agent to pursue and apprehend a fugitive across state lines. For example, in *Hunt v. Steve Dement Bail Bonds, Inc.*, the court cited *Taylor* to emphasize the expansive rights sureties have traditionally possessed to arrest their principals. 914 F. Supp. 1390, 1393 (W.D. La 1996). In *Sallee v. Werner*, 171 Ill. App. 96 (1912), two men had entered into a bail agreement (which the court called a “recognizance”) in Illinois. *Id.* at 1. They became “fugitives from justice” when they crossed state lines to Indiana, in violation of their bail agreement. *Id.* The court held that all the bail recovery agent needed to apprehend the two men, “whether they were in the State of Indiana or elsewhere,” was a copy of the bail agreement. *Id.* “[T]he bail in a suit entered in another state have a right to seize and take the principal in a sister state” *In re Von Der Ahe*, 85 F. 959, 961 (C.C. W.D. Penn. 1898) (internal quotation omitted).

Although the Lees believe that *Taylor*'s discussion of the bail bondsman's common law right to apprehend fugitives across state lines was mere dicta, Lees' Appellate Brief at 20, numerous courts have relied on *Taylor* over the past 134 years. In particular, the Fifth Circuit Court of Appeals cited *Taylor* and emphasized the contractual nature of the surety's right to cross state lines to apprehend fugitives: "As this right is a private one and not accomplished through criminal procedure, there would seem to be no obstacle to its exercise wherever the surety finds the principal. Needing no process, judicial or administrative, to seize his principal, jurisdiction does not enter into the question." *Fitzpatrick v. Williams*, 46 F.2d 40, 41 (5th Cir. 1931). The court explained *Taylor* in depth, detailing the *Taylor* court's analysis on why the bail recovery agents had a right to "seize [the fugitive] wherever they could find him," and stated, "[o]bviously, **this was not dictum.**" *Id.* (emphasis added).

The Lees downplay *Taylor v. Taintor* by referring to a few cases from other jurisdictions in which the courts determined under different circumstances that state statutes could override the common law. For example, *Walker v. Commonwealth*, 127 S.W.3d 596 (Ky. 2004), concerned a bondsman who detained an individual in Kentucky without an arrest warrant, in violation of Kentucky law prohibiting a bondsman from detaining without a warrant. In this case, there were two valid arrest warrants for Gerald Lee, and Utah's bail recovery statutes are different from Kentucky's. The case of *Green v. State*, 829 S.W.2d 222 (Texas App. 1992), is inapposite because the Texas court concluded that the state legislature intended to abrogate *Taylor v. Taintor* by passing laws

that squarely contradicted it. As explained above, the Lees cannot point to any Utah statute that contradicts the common law principle of apprehension in another state set forth in *Taylor v. Taintor*. The court in *Johnson v. County of Kittitas*, 11 P.3d 862 (Wash. Ct. App. 2001), expressed its view that *Taylor v. Taintor* contains dicta but also acknowledged that “it is generally understood to be the seminal authority on the bond surety’s common law authority to seize and surrender the principal” *Johnson*, 11 P.3d. at 864. Finally, the court in *McFarland v. State*, 666 N.W. 2d 621 (Iowa Ct. App. 2003), simply noted that *Taylor v. Taintor* did not allow a bondsman to break into the home of an innocent third party he mistakenly thought was housing a fugitive. In the instant case, George Lee was harboring a fugitive, and Mr. Langley did not break in.

Taylor v. Taintor remains good law, relied upon by bail recovery agents all over the country—including, undoubtedly, Utah bail recovery agents pursuing fugitives into other states. A determination by this Court that bondsmen cannot cross state lines to bring a fugitive back to the state where the crime was committed would contravene long-established law and procedures in the criminal justice system.

2. Comity Requires Cooperation With Other States in the Regulation and Facilitation of Private Bail Recovery.

Because Colorado’s bail recovery regulations serve the same public policy goals as Utah’s, comity principles should allow licensed bail recovery agents from Colorado to operate in Utah under bail contracts such as the one in this case. “Comity is the principle that a court, for considerations of public policy, should defer to a court of another jurisdiction or to a coordinate branch of government and is a matter that calls for the

exercise of judicial discretion.” *Pan Energy v. Martin*, 813 P.2d 1142, 1146 (Utah 1991).

Among the reasons courts may extend comity to the laws of another state are “to foster cooperation, promote harmony, and build goodwill among sister states.” *Jackett v. Los Angeles Dept. of Water and Power*, 771 P.2d 1074, 1076 (Utah Ct. App. 1989) (citing *Barry Lee v. Miller County, Arkansas*, 800 F.2d 1372 (5th Cir. 1986)).

This case is analogous to cases involving choice-of-law issues where a court must decide whether to extend sovereign immunity to an action against another state’s governmental entity in that court. In *Jackett*, a Utah trial court declined to assert jurisdiction over a California governmental entity, citing the doctrine of comity. 771 P.2d at 1076. The Utah Court of Appeals found this decision to be “fair, just, and abundantly sensible.” *Id.* One of the key reasons for this conclusion was that the legal issue—whether to grant immunity—was treated similarly by both the pertinent Utah and California statutes, because both Utah and California had two-year limitations periods. *Id.* at 1077. “Thus, the court was applying a statute of limitations consonant with Utah public policy” *Id.*

Even where some differences exist between different states’ laws, a court can properly rely on comity. In *Barry Lee v. Miller County*, the Fifth Circuit Court of Appeals explained that the doctrine of comity permits a court to recognize the laws of other states even if those laws are “not in harmony” with a forum state’s laws, as long as those laws are not contrary to the forums state’s public policy. 800 F.2d at 1375. The court explained,

mere disparity between the law of Texas and that of the other state involved is not enough to preclude enforcement of the other sovereign's law. Rather, the law of the other state sought to be recognized in Texas must be so antithetical to Texas public policy as to violate good morals, natural justice, or [be] prejudicial to the general interest of [Texas] citizens.

Id. The court explained that it would recognize other states' laws unless those laws were "repugnant to Texas public policy." *Id.* (internal quotations omitted).

Apprehension of fugitives from justice is the kind of task states need to cooperate on for the common good. It is analogous to the civil defense emergencies that the *Barry Lee* court said justified extending comity:

The state extending comity often does so to maintain harmony and foster cooperation. We can think of very few situations that present as starkly the need to maintain harmony and foster cooperation as the one before us. As was the case with the bucket brigades used to battle fires decades ago, the need for cooperation in civil defense matters is paramount.

800 F.2d at 1378. As with the civil defense matters in *Barry Lee*, apprehension of fugitives is an issue of tremendous cross-jurisdictional importance. Utah should not send the message to other states with this case that their bail recovery regulations are inadequate or inferior to Utah's regulations.

CONCLUSION

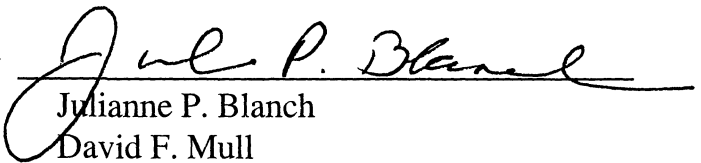
Gerald Lee had two outstanding warrants for his arrest in Colorado in 1999. He would have been required to remain in jail in Colorado until his court hearings had A-1 not issued him bail bonds releasing him from the court's custody into A-1's custody. In exchange for his freedom, he agreed that if he failed to show up for court hearings or left Colorado, A-1 could apprehend him. He further promised that if he were apprehended by

A-1, he would voluntarily agree to return to Colorado. Finally, he consented to the use of reasonable force against him to assure his return to Colorado. (R. 999, Exhibit 2).

The Court should affirm based on basic principles of contract law, well-established common law, Utah's public policy, and comity. Even more fundamentally, the Court should affirm the common sense notion that those who try to evade the law by leaving one state for another can be brought to justice.

DATED this 1st day of February, 2006.

SNOW, CHRISTENSEN & MARTINEAU

By 
Julianne P. Blanch
David F. Mull
Attorney for Defendant/Appellee Ranger
Insurance Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 18th day of February, 2006, I caused a true and correct copy of the foregoing **BRIEF OF APPELLEE RANGER INSURANCE COMPANY** to be mailed to the following:

Gregory J. Sanders
Kipp & Christian, PC
10 Exchange Place, Suite 400
Salt Lake City, UT 84111
Attorneys for Plaintiffs/Appellants

Robert P. Thorpe
3047 1-1/2A 1-1/2 Road
Grand Junction, CO 81503

A handwritten signature in black ink, appearing to read "Gregory J. Sanders", is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

supreme court appellee's brief wpd

ADDENDUM A

Bulletin 7-99

Notice Of Prelicensure Education Requirements For Bail Bonding Agents

Issue and Effective Date: November 1, 1999

background

This Bulletin replaces Bulletin 14-98. In 1998 the General Assembly enacted §12-7-102.5(1)(b), C.R.S. which mandated bail recovery prelicensure education for all post January 1, 1999 applicants applying for a bail bonding agent license. In 1999 the General Assembly enacted §12-7-102.5(1)(6), C.R.S. which mandated bail bond prelicensure education for all Professional Cash Bail Agents. The purpose of this Bulletin is to inform the bail bond insurance industry and prelicensure course providers of the requirements for prelicensure education for bail bond licensure applicants, and to provide forms to be used by the provider when applying to the Division of Insurance for:

- Approval of a bail bond prelicensure education course or program.
- Certification of the applicant's satisfactory completion of the bail bond prelicensure course or program, as required by §12-7-102.5(1)(a) & (6), C.R.S.
- Registration of bail recovery training.
- Certification of the applicant's satisfactory completion of bail recovery training, as required by §12-7-102.5(1)(b), C.R.S.

Action necessary

- Regarding Bail Bonds - eight clock hours:

All applicants for initial licensure must submit evidence of satisfactory completion of approved prelicensure education or training courses. Such education or training shall consist of the following:

Criminal Court System – 2 hours
Bail Bond Industry Ethics – 2 hours
Laws Relating to Bail Bonds – 4 hours

Bail bond prelicensure education courses must be certified, registered and reviewed by the Commissioner pursuant to §10-2-203, C.R.S.

Contact the Division of Insurance for copies of Regulation 1-2-11 which contains the

requirements for approval of bail bonding agent prelicensure education courses or programs and standards for satisfaction of prelicensure education requirements by bail bonding agent applicants. This Bulletin contains forms to be used by providers applying for bail bonding agent prelicensure course or program approval and for certification of completion.

- Regarding Bail Recovery – sixteen clock hours:

Effective January 1, 1999 all applicants for initial licensure must submit evidence of satisfactory completion of bail recovery prelicensure education training which complies with the curriculum adopted by the Colorado Peace Officer Standards and Training Board (P.O.S.T.). The curriculum for bail recovery training was approved by P.O.S.T. on December 4, 1998. The P.O.S.T. education or training consists of the following:

Introduction to Bail Recovery – 3 hours
Principals of Criminal Culpability – 3 hours
Colorado Criminal Code – 6 hours
Firearms and Weapons – 2 hours
Seizure – Entry – 2 hours

A copy of the P.O.S.T. approved bail recovery curriculum is attached. Bail recovery course providers may register their courses or program with the Division of Insurance. In order to register a bail recovery course or program, the provider must certify that the course or program complies with the curriculum established by P.O.S.T. on the registration form provided in this bulletin.

This Bulletin also contains the form to be used by providers for certification of completion of bail recovery training.

further information

Prelicensure education requirements shall not apply to a person applying for reinstatement of a canceled or expired bail bonding agent license, if such license has been inactive for one year or less, or if such person has been licensed in another state for at least one year and has completed or satisfied prelicensure requirements which are substantially similar to Colorado requirements.

Any requests or questions concerning Bail Bonding Agent Prelicensure Education should be directed to:

bail bond compliance section
Division of Insurance
1560 Broadway, Suite 850
Denver, Colorado 80202
303-894-7499

**State of Colorado
Division of Insurance
1560 Broadway, Suite 850
Denver, Colorado 80202
303-894-7499**

**Application for approval of Bail Bonding Agent
Prelicensure Education Course or PROGRAM**

The provider named below requests approval of the general outline of training attached and requests that the listed hours be approved for meeting bail bonding agent prelicensure education requirements

Education or training shall consist of
(check courses in program)

_____	Criminal Court System	2 hours
_____	Bail Bond Industry Ethics	2 hours
_____	Laws Relating to Bail Bonds	4 hours

Type of education or training program
(check as appropriate)

_____	Correspondence Course
_____	Seminar
_____	Classroom
_____	Other (Please explain below)

Name of Provider (This name must show on every Certificate of Completion of Prelicensure Education for Bail Bonding Agents)

Date Submitted

Contact Person

Name of Instructor

Address

Phone

DIVISION USE ONLY

_____ Program approved

_____ PROGRAM DENIED

_____ Date approved

_____ Approving official

State of Colorado
Division of Insurance
1560 Broadway, Suite 850
Denver, Colorado 80202
303-894-7499

CERTIFICATE OF COMPLETION

This is to Certify that: _____ Social Security Number: _____
has successfully completed Bail Bonding Agent Prelicensure Education as follows:

(check as appropriate)

_____	The criminal court system	2 hours
_____	Bail bond industry ethics	2 hours
_____	Laws relating to bail bonds	4 hours

Provider

Name of Instructor

Signature of Instructor

Course Number
(As assigned by the Division of Insurance)

Date of Completion

This form is to be furnished IN DUPLICATE by the provider to each individual who has successfully completed a course approved by the Division of Insurance for bail bonding agent prelicensure education.

DOI BB CC (5/95)

**State of Colorado
Division of Insurance
1560 Broadway, Suite 850
Denver, Colorado 80202
303-894-7499**

registration of bail RECOVERY training

The provider named below registers the following Bail Recovery Training Program.

Education or training shall consist of:

(check as appropriate)

_____	Introduction to Bail Recovery	3 hours
_____	Principles of Criminal Culpability	3 hours
_____	Colorado Criminal Code	6 hours
_____	Firearms and Weapons	2 hours
_____	Seizure – Entry	2 hours

Type of education or training:

(check as appropriate)

_____	Correspondence Course
_____	Seminar
_____	Classroom
_____	Other (Please explain below)

Name of Provider *(This name must show on every Certificate of Completion of Bail Recovery Training)*

Name of Instructor

Date Submitted

Address

Contact Person

Phone

DIVISION USE ONLY

Date received: _____

I certify that the Bail Recovery Training included in this program complies with the curriculum established by P.O.S.T.

Signature of Provider if an individual,
or signature of Officer of Provider

Date

State of Colorado
Division of Insurance
1560 Broadway, Suite 850
Denver, Colorado 80202
303-894-7499

CERTIFICATE OF COMPLETION

This is to Certify that: _____ Social Security Number: _____
has successfully completed Bail Recovery Training as follows:

(check as appropriate)

_____	Introduction to bail recovery	3 hours
_____	principles of criminal CULPABILITY	3 hours
_____	Colorado criminal code	6 hours
_____	firearms and weapons	2 hours
_____	Seizure – entry	2 hours

Provider

Name of Instructor

Signature of Instructor

Date of Completion

I certify that the Bail Recovery Training included in this program complies with the curriculum established by P.O.S.T.

Signature of Provider if an individual, or signature of Officer of Provider

Date

This form is to be furnished IN DUPLICATE by the provider to each individual who has successfully completed a course registered with the Division of Insurance for bail recovery training education.

DOI BR CC (12/98)

adopted by p.o.s.t. on december 4, 1998

BAIL RECOVERY TRAINING PROGRAM

MINIMUM REQUIRED HOURS 16

A. INTRODUCTION TO BAIL RECOVERY
RECOMMENDED HOURS 3

General learning goal: The student will have basic knowledge of the
Colorado Revised Statutes pertaining to Bail Recovery

Learning objectives:

1. The student will explain the provisions of C.R.S. Title 12,
Article 7, Part 1.
2. The student will be able to recognize and describe the provisions
of C.R.S. 20-1-103, 24-31-303(1)(h), and 24-33.5-412 (1)(p).
3. The student will be familiar with Taylor v. Taintor, 16 Wall. 366,
83 US. 287 (1873).

B. PRINCIPLES OF CRIMINAL CULPABILITY
RECOMMENDED HOURS 3

General learning goal: The student will explain the concept of
Criminal Culpability

Learning objectives

1. The student will explain and describe the definitions and elements
of CRS Title 18, Article 1, Part 5 and 6

2. The student will understand the provisions of CRS 16-11-309(a) sub paragraphs (I) and (II) as they elate to violent crimes.
3. The student will describe and explain the provisions of CRS 18-1-704 thru 18-1-707(7) as they pertain to the use of physical and deadly force.

C. COLORADO CRIMINAL CODE

RECOMMENDED HOURS 6

General learning goal: The student will have basic knowledge of the Colorado Criminal Code.

Learning objectives

1. The student will be able to identify the elements of the following statutes and definitions as they pertain to potential violations by bail recovery agents:
 - a. Definitions 18-1-901(3)(c),(d),(e),(g),(h),(m) and (p)
 - b. Murder 18-3-102 and 103
 - c. Manslaughter 18-3-104
 - d. Criminally negligent homicide 18-3-105
 - e. Assault in first degree 18-3-202
 - f. Assault in second degree 18-3-203
 - g. Assault in third degree 18-3-204
 - h. Menacing 18-3-206

- i. Reckless endangerment 18-3-208
- j. False imprisonment 18-3-303
- k. Criminal mischief 18-4-501
- l. First degree criminal trespass 18-4-502
- m. Second degree criminal trespass 18-4-503

D. FIREARMS AND WEAPONS

RECOMMENDED HOURS 2

General learning goal: The student will have basic knowledge of offenses relating to firearms and weapons.

Learning objectives:

- 1. The student will be able to explain the definitions and identify the elements of the offense for the following CRS codes:
 - a. Definitions 18-12-101
 - b. Title 18, Article 12 except 18-12-108.5 thru 18-12-108.7

E. SEIZURE – ENTRY

RECOMMENDED HOURS 2

General learning goal: The student will understand the concept of Probable Cause.

Learning objective:

- 1. The student will explain the concept of Probable Cause and Totality of Circumstances as established in Colorado Court decisions