

STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF INSURANCE

In the Matter of:)
)
BOBBYLEE JEAN CASTOE)
)
Former Licensee)
)
_____)

Case No. D 14-26

STIPULATED AGREEMENT AND ORDER

The Division of Insurance (division) and BobbyLee Jean Castoe (Castoe), the former licensee in this case, stipulate and agree to the following:

I. BACKGROUND

A. On or about December 10, 2013, Castoe obtained Alaska bail bond limited producer license number 0100101198.

B. In January 2014, Castoe was employed by AK LMO Bail Bonds LLC (AK LMO) as a contract bail bond agent.

C. On or about August 18, 2014, the division opened an investigation in response to reports received from AK LMO of misconduct by Castoe.

D. The division's investigation revealed that

(i) on or about January 29, 2014, Castoe accepted \$1,500 in cash from an AK LMO customer, Willie Bankston¹, for placement with the Alaska Superior Court (court) to satisfy a performance bond in a criminal court case. Castoe signed an AK LMO receipt form for Bankston's money. Bankston provided Castoe his name and address with the expectation that Castoe would place the cash with the court under Bankston's name;

(ii) on or about January 29, 2014, Castoe submitted the cash to the court to satisfy the performance bond and secure the release of the defendant; however, Castoe, in a court document, represented to the court that she was the owner of the cash and gave her home address as the mailing address for "refund of bail;"

(iii) on or about April 23, 2014, after exonerating the performance bond, the court sent a court check for \$1,500 to Castoe at her home address;

(iv) on or about April 24, 2014, Castoe endorsed the court check and divided the funds by applying \$339 to four of her personal accounts and taking the remaining \$1,161 in cash;

(v) when AK LMO learned the court check had been sent to Castoe and cashed, AK LMO suspended Castoe and contacted her multiple times in an attempt to have her refund the money. Castoe initially denied cashing the court check and then said it had been sent to the wrong address;

(vi) Castoe finally admitted cashing the court check but said she mistook it for a child support check representing funds from Jason Feucht (Feucht), a non-custodial father to

¹ Willie Bankston was not the defendant in the court case.

one of her children. At the time of cashing the court check, however, Castoe had no expectation of receiving a child support check representing funds from Feucht, because in July, 2013, she had withdrawn from the services of the Child Support Services Division in Feucht's case;

(vii) on or about June 1, 2104, AK LMO repaid Bankston \$1,500 to replace the money Bankston originally gave to Castoe;

(viii) on or about September 30, 2014, when interviewed by the division's investigators, Castoe continued to falsely assert she thought she had received a child support check; and

(ix) on or about October 2, 2014, Castoe repaid AK LMO \$1,500 by cashier's check.

(E) Castoe's actions and failures in paragraph D are violations of

(i) AS 11.46.130-theft in the second degree;

(ii) AS 11.46.210-theft by failure to make required disposition of funds received or held;

(iii) AS 11.46.620-misapplication of property;

(iv) AS 21.27.020(b)(4)-a licensee shall be a trustworthy person;

(v) AS 21.27.410(a)(4)-misappropriation, conversion to personal use, or illegally withholding money required to be held in a fiduciary capacity by a licensee or applicant;

(vi) AS 21.27.410(a)(8)-conduct reflecting incompetence or untrustworthiness, or to be a source of potential injury or loss to the public; and

(vii) 3 AAC 23.630-personal use of fiduciary money.

(F) On or about November 8, 2014 Castoe's bail bond limited producer license number 0100101198 expired.

(G) Under AS 21.27.380, the director may reinstate an expired license if the person continues to qualify for the license, pays renewal license fees, and a delayed renewal penalty. Castoe, however, has not submitted an application for reinstatement of her license.

II. TERMS OF AGREEMENT

1. Castoe agrees her conduct described in paragraph D above constitutes violations of Alaska law as specified in paragraph E above.

2. Castoe agrees not apply or otherwise seek to be licensed in this state as a licensee under AS 21.27 for a period of 20 years from the date the director signs the order adopting this agreement.

3. Castoe waives her right to a hearing and enters into this agreement voluntarily with full knowledge of all rights she may have in this matter.

4. Castoe understands that this agreement is not binding on the parties unless and until the director signs the order adopting this agreement.

5. Castoe further understands that this agreement resolves the civil liability issues between the parties to this agreement related to her violation of the state's insurance laws, but she still may be subject to criminal liability.

DATED: 12/16/2014

DIVISION OF INSURANCE

By: Alex M. Romero
Alex Romero
Chief Investigator

DATED: 12-16-14

BOBBYLEE JEAN CASTOE

By: BobbyLee Jean Castoe
BobbyLee Jean Castoe

Approved as to form and content:

DATED: 12/16/14

CRAIG W. RICHARDS
ATTORNEY GENERAL

By: Erin K. Egan
Erin K. Egan
Assistant Attorney General

ORDER

IT IS ORDERED that this Stipulated Agreement and Order is adopted in full resolution of the civil liability issues between the parties to this agreement, and shall constitute the final order in this matter.

DATED this 16th day of December, 2014.

Lori Wing-Heier
Lori Wing-Heier
Director