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IN THE CIRCUIT COURT OF THE SEVENTH  
JUDICIAL CIRCUIT OF THE  
STATE OF FLORIDA IN AND FOR PUTNAM COUNTY  
CASE NO. 2009-CF-0488

STATE OF FLORIDA ,

Plaintiff,

vs.

WILLIAM EUGENE STAUBS ,

Defendant.

\_\_\_\_\_ /

DEPOSITION OF: ROBERT DICKER.

DATE: January 19, 2010,

PLACE: JOY HAYES & ASSOCIATES  
407 Courthouse Square  
Inverness, FL 34450

REPORTED BY: Patti Marshall, RPR, FPR  
Notary Public,  
State of Florida at large.

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TELEPHONIC  
APPEARANCES:           JOSEPH BOATWRIGHT, ESQUIRE  
Assistant State Atty.  
Putnam County Courthouse  
Palatka, FL 32177  
Attorney for  
State.

DONALD HOLMES, ESQUIRE  
222 N. Third St.  
Palatka, FL 32177  
Attorney for Defendant.

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NO EXHIBITS MARKED

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EXAMINATION

ROBERT DICKER sworn	3	10
DIRECT by Mr, Boatwright	3	11
CROSS by Mr. Holmes	13	18
REDIRECT by Mr. Boatwright	24	9
Stipulation - Reading & Signing Waived	27	18
Certificate of Oath	28	1
Reporter's Certificate	29	1

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DEPOSITION IN DISCOVERY

Pursuant to notice duly given, the deposition of ROBERT DICKER, called by the State in the above styled cause, was taken by me, a Notary Public in and for the State of Florida at Large, at the time and place and in the presence of counsel enumerated on Page 2 hereof.

ROBERT DICKER, having been first duly sworn, interrogation in discovery, testified as follows:

THE DEPONENT: Yes, I do.

DIRECT EXAMINATION

BY MR. BOATWRIGHT:

Q Please state your name.

A Robert W. Dicker, D-I-C-K-E-R, Jr.

Q Okay. How are you -- how are you currently employed?

A I'm retired from the Federal government, Federal Bureau of Investigations since 1995. And I currently work for the department -- excuse me, for the University of Florida as an instructor for the Division of Continuing Education, State University System of Florida for the Bail Bond Continuing Education Program.

Q Is that an actual degree you get in any kind of bonding, or are those just basically courses that you would take -- is that a degree you get there? Is that a

1 degree program?

2 A No, it is not. It's a secondary requirement  
3 to obtain your temporary bail bond license in the state  
4 of Florida. The first prerequisite would be a 120-hour  
5 program that I also teach in Florida.

6 Q How did you get into, going from the FBI, into  
7 teaching bail bond courses?

8 A Prior to retiring from the FBI, I became  
9 interested through a friend of mine who taught a program  
10 about bail bond precertification. And I sat in a few of  
11 his classes, became interested in it. And then when I  
12 retired from the bureau, I got my license and began  
13 teaching part time. And then when this individual was  
14 killed in a car accident eight years ago, I took over  
15 full time teaching -- through the Florida Bail Bond  
16 School in Miami.

17 Q Are you the -- are there more places  
18 throughout Florida that teach these bail bond courses,  
19 or are they just through the University of Florida?

20 A Well, the University of Florida is the only  
21 one that has the 20-hour correspondence course. As far  
22 as the 120-hour course, there are five or six places  
23 throughout the state where you can take the 120-hour  
24 course. There are varying programs, whether it be  
25 nights, weekends, split weeks, things like this.

1           Q     We're here on Mr. Staubs' case. Do you know  
2 Mr. Staubs?

3           A     Yes, he was one of the first students that I  
4 recall that took the course back in Miami, I would say  
5 about maybe ten years ago.

6           Q     Have you kept in contact with him over the  
7 last ten years?

8           A     On the phone, occasionally, he would call me  
9 on certain things that he wanted to know about the law  
10 or just, Hi how are you kind of things.

11          Q     All right. How did you get involved in this  
12 case?

13          A     When Billy got arrested -- I call him Billy.  
14 When he got arrested, he called me to tell me what had  
15 happened, and he asked for suggestions on how to  
16 proceed. And I picked up my statute book, and I read  
17 through the statutes, and I read him the statute as I  
18 understood them, and I said, I don't think you have a  
19 problem on this one, Billy. You were doing what you  
20 were supposed to be doing.

21                     And then I left it at that, and he later  
22 called back and said I -- I don't know how to proceed  
23 from here.

24          Q     What did he tell you had happened?

25          A     He said that he was in Palatka, working on the

1 Kalely (phonetic) Cummings -- I don't think I have the  
2 right name -- Haleigh Cummings case. Do I have that  
3 correct, sir? Sir?

4 Q Yes, sir. Go ahead.

5 A Haleigh Cummings; is that correct?

6 Q Correct.

7 A Yeah, the Haleigh Cummings case on the behest  
8 of a minister or something and was told to pick up an  
9 individual known as -- help me.

10 Q I can't help you.

11 A I know. I'll think of it, don't get old. Um,  
12 I'm drawing a blank. Help me.

13 Q If I mentioned the name Daniel Snodgrass  
14 (phonetic) to you --

15 A Snodgrass. Yeah, okay. Let me write that  
16 down.

17 And he went into the bail bond agency.

18 Q Let me stop you right there. Did he tell you  
19 who had given him permission to come in and pick up  
20 Snodgrass?

21 A Yes, the agency, the bail bond agency in that  
22 particular town. I'm still drawing a blank on that.  
23 You know, I don't know all the players on this -- but  
24 Snodgrass as you gave me the name. The agency that had  
25 him out on bond, I think it was like a 70,000-dollar

1 bond. Billy got the file from the agency. Went out to  
2 interview Snodgrass at his residence with police backup,  
3 as I understand it, because Snodgrass had been involved  
4 with weapons previously. And went out to the residence  
5 with the intent of either revoking him on bond because  
6 of his affiliation with a location where there were  
7 minor children present. And that Snodgrass had no  
8 business being around that location, because he was out  
9 on a sexual bond that precluded him from being near any  
10 children.

11 Q All right. If that is true, and he -- let me  
12 ask you this: What authority did he have at that point  
13 to detain or arrest Mr. Snodgrass?

14 A Well, by his appointment with the surety  
15 company, and I think it was Continental Heritage if I am  
16 correct. Am I correct?

17 Q Correct.

18 A Okay. I remembered that. Continental  
19 Heritage. Through his appointment with that surety and  
20 being at the behest of the bail bond company, which I  
21 cannot recall the name now, but it will come to me.

22 By them giving him the file, he went out to  
23 interview this individual on any information he may have  
24 on the Cummings case and to revoke him for being in that  
25 area where the children were present, because it had not

1 been the first time.

2 Q Okay.

3 A He had police backup. The police said it's  
4 your call; we're just -- it's your case, it's your  
5 pickup, so on and so forth.

6 Q Did he tell you that he had permission from, I  
7 guess I'll call it the insurance company that insurances  
8 the bond, Continental Heritage? Did he say that he had  
9 permission from them to detain him or to arrest him?

10 A Well, that's -- that's a given, because he was  
11 appointed by Continental Heritage and then went to the  
12 bail bond company, who is under Continental Heritage.  
13 They are the sub -- you know, they are -- the surety  
14 company insurances the bail bond company.

15 Q Let me stop you there.

16 A Yes, sir.

17 Q As you understand the laws and the courses  
18 that you teach, if somebody is appointed by the  
19 insurance company like Continental Heritage, does that  
20 give them the automatic right to go pick up anybody in  
21 the state that Continental Heritage insurances a bond  
22 on?

23 A Only if the bail bond company, the local  
24 company authorizes him to go pick up. He has blanket  
25 authority by the surety company, the big insurance



1 company, to act on their behalf. He just couldn't go  
2 roaming the state, saying -- to go pick up people. He  
3 has to go through the local company. And he had done  
4 that by obtaining the file and the information to go  
5 pick up this Snodgrass.

6 Q If an individual -- what do you call the file?  
7 What are you calling a file? Is there anything in the  
8 statutes that describes what a file is?

9 A Well, the file would be the information taken  
10 down by the local bail bond company as far as Snodgrass'  
11 address, his family, his benefactors, who is  
12 guaranteeing the bond, any criminal record he may have,  
13 any of photographs that may have been taken. It's his  
14 confidential file.

15 Q Is the term "file" a term of art in the  
16 practice? Or is that something that is in the statutes?

17 A I would say it's in the practice. But it's --  
18 yeah, I would say in the practice. It's a confidential  
19 file.

20 Q If he had gotten a copy of the bond and the  
21 bond application, would you consider that to be getting  
22 a copy of the file?

23 A Well, he couldn't -- he could get a copy of  
24 the bond maybe at the courthouse, but he wouldn't have  
25 gotten a copy of the application. The application would

1 rest only with the bail bond company.

2 Q That's not the question I asked. The question  
3 I asked is if he had gotten a copy of the bond and a  
4 copy of the application, from -- I will clarify, from  
5 the local bonding company, is that what you consider to  
6 be the file?

7 A Yes.

8 Q Okay. Could he -- he could get that bond from  
9 the clerk's office, you said?

10 A A copy of the bond, yes.

11 Q What about the bond application? Is that  
12 filed at the jail?

13 A At the jail? No.

14 Q The bond application is not filed with either  
15 the jail or the clerk's office, as to your  
16 understanding?

17 A As to my understanding, no.

18 Q So, based on what he told you, based on those  
19 facts that he told you, what is your -- what is your  
20 legal understanding of whether he violated the law or  
21 not?

22 A Well, my understanding is that he was totally  
23 correct in what he was doing, because he held the letter  
24 of appointment from the surety company, the local bail  
25 bond agency asked him to do the pick up and furnished

1 him a copy of the file. The copy of the file could be,  
2 you know, a piece of paper with all the information  
3 about. It doesn't have to be anything printed up or  
4 anything. It was all the -- where he lived, what his  
5 date of birth was, who his relatives were, so on and so  
6 forth -- and said go do what you have to do.

7 Q You and I spoke a few weeks ago, and I think  
8 we were discussing -- correct me if I'm wrong, we were  
9 discussing Section 648.30 of the Florida Statute?

10 A Yes, sir, I have that in front of me.

11 Q And you were talking about the scope of  
12 authority of a bondsman in Florida. Could you maybe  
13 explain that in light of the facts here, why your -- let  
14 me rephrase that. Strike that.

15 Is this -- is based on 648.30, is that why you  
16 are coming to the legal conclusion you are?

17 A Yes, sir.

18 Q Can you explain that for me?

19 A All right. Well, specifically Section 1 of  
20 that says, A person may not act in this capacity as a --  
21 of a bail bond agent or temporary bail bond agent or  
22 perform the duties and functions of a temporary, unless  
23 this person is qualified, license and appointed as  
24 provided in this chapter. All right?

25 Skip down to three: A person, other than a

1 certified law enforcement officer, may not apprehend,  
2 detain or arrest a principal on a bond, wherever issued,  
3 unless that person is a qualified, licensed, and  
4 appointed as provided in this chapter or licensed as a  
5 bail bond agent or bail bond enforcement agent, or holds  
6 an equivalent license by the state where the bond was  
7 written.

8 Four, A person who violates this section  
9 commits a felony of the third degree punishable as  
10 provided by statute so-and-so in the state of Florida.

11 Q Let me ask you this, since you have some  
12 expertise in this area. Let me ask you this question:  
13 Let's say for example, let's assume this factual  
14 pattern: That Mr. Staubs had contacted the insurance  
15 company, Continental Heritage and had asked them could  
16 he go and revoke Mr. Snodgrass' bond? And they tell  
17 him, no, you cannot. But you can go -- I will direct  
18 the local bonding company here who wrote the bond to  
19 give you a copy of the bond application and bond, for  
20 informational purposes to help you in your  
21 investigation, but at no time are you to represent the  
22 company or at no time are you to surrender the bond.

23 If he goes to the local bonding company here  
24 that wrote the bond and they tell him the exact same  
25 thing, at that point, is he acting within his scope of

1 authority under 648.30?

2 A If they specifically told him that he could  
3 not, no. But how did he get the file?

4 Q That was -- all I was asking you was from a  
5 specific question, if they had told him, Here's a copy  
6 of the file, but we're only give you this for  
7 informational purposes so you can look at the file to  
8 gain information on Snodgrass to help you with your  
9 investigation of him, but you are not to go pick him up,  
10 your opinion would be that he would not be acting within  
11 648.30?

12 A He would not be acting in the scope of his  
13 authority, yes.

14 MR. BOATWRIGHT: I don't think I have any  
15 further questions. Mr. Holmes may have some  
16 questions for you.

17 THE WITNESS: Okay.

18 CROSS-EXAMINATION

19 BY MR. HOLMES:

20 Q Mr. Dicker, we spoke on the phone before also,  
21 I believe, right?

22 A Yes.

23 Q We looked at a couple of the statutes and if  
24 (unintelligible) with me asking you what statutory  
25 authority you were relying on in saying that once

1 Mr. Staubs had the authority from the insurance company  
2 acting on their behalf in picking up any -- anything  
3 further to say that he had any further directives or  
4 authority from them to go effect a particular pickup.  
5 Do you remember that conversation?

6 A Yes, sir.

7 Q Have you thought about that anymore?

8 A No. He had the authority by the letter of  
9 appointment. He cannot rescind that unless it's in  
10 writing.

11 Q Mr. Boatwright asked you a question that  
12 assumed that -- I guess, the distinction was to assume  
13 that he had been directed not to pick up the bailee.  
14 And you said, then he wouldn't have the authority -- he  
15 wouldn't have the authority on behalf of the insurance  
16 company, right?

17 A Well, yeah, I mean, you're getting technical.  
18 But he had the file. All the -- all the company would  
19 have had to do was deny him the file.

20 Q I guess the problem we're running into in  
21 speaking with you is you are attributing a significance  
22 to his possession of the, quote, file. And you  
23 attribute to it as if he had it in his possession, the  
24 file in his possession, that means, or at least implies,  
25 that he had a specific directive from the insurance

1 company, in this case the bonding agent, to go pick up a  
2 person. And, of course, that kind of leads to a  
3 question of fact: Did he or didn't he have a specific  
4 directive in this particular instance to go pick up this  
5 particular person? I'm asking more a question of in a  
6 general nature, and that is, forget about whether he had  
7 specific authority to go pick the person up or whether  
8 someone told him verbally not to. By virtue of his  
9 appointment from Continental Heritage, as a bail bond  
10 agent, as a bail agent, and to act on behalf of the  
11 insurance company with regard to a bond that it had  
12 written, did he, in your opinion, have authority as far  
13 as the state law is concerned to go detain an  
14 individual, a bailee, based on the general rules of a  
15 bails man and a contract between the insurance company  
16 and the bailee?

17 A Yes, sir.

18 Q And I guess my distinction would be -- my  
19 thought would be that if he did have that appointment,  
20 he did have that authority, can he exercise it in a  
21 fashion that was careless, reckless, or maybe even  
22 outside the scope of what he'd been told, that would  
23 have become an issue between him and the insurance  
24 company, as their agent, rather than an issue between  
25 him and the bailee. Now that's my hypothesis to you if

1 you understand it. Do you agree or disagree?

2 A I'm a little hazy on that one.

3 Q Okay. My understanding of the general law of  
4 bail bonds is that the defendant contracts with an  
5 insurance company to bail out of jail.

6 A Yes.

7 Q Contractually, by contract, he gives that  
8 insurance company the right to detain him, apprehend  
9 him, and surrender him back to the jail that he was  
10 released from; is that correct?

11 A Correct.

12 Q And as a matter of fact, those contractual  
13 rights have been interpreted as being broader than those  
14 that a law enforcement officer has in many regards?

15 A Correct, sir.

16 Q He can go into a house without a warrant --  
17 well, he can do things that a normal law enforcement  
18 officer wouldn't be able to do without given authority;  
19 is that your understanding?

20 A Correct. He can go state to state, yes.

21 Q So I guess my question was, once that bail  
22 bondsman, that agent, has an appointment to act on  
23 behalf of have that company, and until that appointment  
24 is revoked through Tallahassee, isn't that bail bondsman  
25 always acting on behalf of the company in making an



1 apprehension?

2 A Yes, sir.

3 Q And if he does it for circumstances that the  
4 insurance company doesn't like, then that may lead to a  
5 lawsuit between him and the insurance company about  
6 whether he did what they asked him not to do, but in  
7 terms of the bailee, that bailee has contracted with the  
8 insurance company, and that bonding agent has the powers  
9 of the insurance company by virtue of the appointment  
10 filed in Tallahassee?

11 A Correct.

12 Q Do you know of anything in the statutes that  
13 you teach or that you reviewed that says that a bail  
14 bondsman has to have a letter or specific directive from  
15 the insurance company or the arising bond agent before  
16 he can go out and make an apprehension?

17 A He has that authority when he gets his letter  
18 of appointment, every two years.

19 Q But I'm talking about anything that says he's  
20 got to have a letter from the agency, the company, that  
21 says go out and pick up Snodgrass or Joe Blow?

22 A No, no.

23 Q So my question is -- I understand the common  
24 sense part of it. We all do. I think Mr. Boatwright  
25 and I have been scratch our heads about this for awhile.

1 Does the -- the ridiculous extension of that contest is  
2 that a bail bondsman with a general power of appointment  
3 could go out and start harvesting bailees without the  
4 specific direction of the bondsman that wrote the bond  
5 and surrender them to the jail. Of course, that would  
6 be chaos.

7 My question is do you know of anything in the  
8 statute that says you can't do that?

9 A The statute says that the person -- the  
10 bondsman who does the pickups can only pickup people  
11 under the surety company to which he's appointed, and  
12 the bonding company which has asked him to do the  
13 pickup. He can't go out and harvest, as you say, all  
14 those people who are wanted on skips.

15 Q Where does it say that he has to be  
16 specifically designated by the bonding company to go out  
17 and make a pickup?

18 A Yes [sic].

19 Q Where does it say that?

20 A Yes [sic].

21 Q Where?

22 A In the letter of the appointment. Under  
23 648.382.

24 Q 648.382?

25 A Yes. Appointment of bail bond agents and

1 temporary -- effective date of appointment: They  
2 shall -- Each insurer appointing a bail bond agent and  
3 each insurer, managing general agent, or bail bond agent  
4 appointing a temporary bail bond agent in this state  
5 must file the appointment with the department. At the  
6 same time, pay the applicable appointment fees and  
7 appointment [sic]. Persons appointed under this section  
8 must hold a valid bail bond or temporary bail bond  
9 agent's license.

10           You are working -- you are under that --

11           Q     (Indiscernible.)

12           A     What's that?

13           Q     If you could hold on, just for a second.

14           We're trying to look that up.

15           A     Sure, okay. 648.382.

16           Q     I think we both have it. My point is, I  
17 understand that there is an appointment that is made  
18 under 648.382 --

19           A     Yes.

20           Q     -- filed with the department?

21           A     Yes.

22           Q     Are you telling me that if your file says that  
23 the agent or appointee is only authorized to pick up  
24 people who the company specifically tells the agent to  
25 go pick up?

1           A     No.  He can only pick up people that are  
2 bonded out by that surety company.

3           Q     I understand that.

4           A     Yes.

5           Q     But I think we missed something in the  
6 translation.  What are the limitations on the power of  
7 appointment that is made under 848.382 [sic]?  Where  
8 does it say that he can only act on behalf of the  
9 insurance company in picking up a bailee, for instance,  
10 if he has the permission of the bonds company that wrote  
11 the bond or the insurance company to go make the pick  
12 up?  Where does it say that?

13          A     Well, it's implied that you have the -- once  
14 you have the appointment, you are working under the  
15 auspices of the company.

16          Q     I know that.  But the implied authority based  
17 upon the employment is different from specific authority  
18 to go make a specific pickup.

19                 Let me give you a scenario.  Let's assume that  
20 Staubs had an appointment under 648.382 by Continental  
21 Heritage that was valid at the time he picked Snodgrass  
22 up.  Okay?

23          A     Correct.

24          Q     Let's say he did not have a specific direction  
25 from Continental Heritage or Chuck's Bail Bonds, who

1 bonded Snodgrass out of jail, okay?

2 A Yeah.

3 Q Tell me where in the statute it says that he  
4 had to have a specific directive from Continental  
5 Heritage or Chuck's Bail Bonds to go pick Snodgrass up  
6 if he already had that general appointment on file?

7 A He had the general appointment on file as far  
8 as the letter of appointment from the surety.

9 Q Right.

10 A Correct?

11 Q Right.

12 A By statute.

13 Q Right.

14 A The Chucks Bail Bonds gave him the file.

15 Q Forget about Chucks Bail Bonds giving him the  
16 file. That's my whole point. I want you to forget  
17 about that all together.

18 A I will try.

19 Q The question is -- I don't want to fight about  
20 whether he has a file because Chuck's Bail Bonds wanted  
21 him to pick Snodgrass up or because Chuck's Bail Bonds  
22 was just giving him the information to help him  
23 investigate Haleigh Cummings's disappearance. I want to  
24 forget about that.

25 My question is under the statute, and just in

1 general, tell me where in the statute it says that  
2 Staubs can't use that general power of appointment that  
3 he got under 648.382 to go pick Snodgrass up without  
4 Chuck or Continental Heritage giving him any specific  
5 directive to go pick Snodgrass up. Where does it say he  
6 can't do that?

7 A The only thing I can add to that is  
8 Subsection 3 of that is that the company is bound by the  
9 actions of each bail bond agent acting within the scope  
10 of his appointment.

11 Q The scope his appointment is to pick up  
12 bailees who are out on a bond written by Continental  
13 Heritage, isn't it?

14 A Underwritten by Continental Heritage.

15 Q Right. He's acting within the scope of his  
16 appointment, isn't he, in picking Snodgrass up?

17 A Yes. They do not -- the local bail bond  
18 companies, like Chuck's Bail Bond or anybody else,  
19 anybody --

20 (Speaking simultaneously.)

21 Q -- put it to you a different way.

22 A Yes.

23 Q Consider a power of appointment under that  
24 statute to be similar to a power of attorney that I  
25 might give someone to act on my behalf?

1           A     Correct.

2           Q     All right.  So, let's say I give you a power  
3 of attorney, full power of attorney for me.  Let's say  
4 you used that power of attorney to sell my house to a  
5 third party.  Okay?

6           A     Correct.

7           Q     And I have not revoked the power of attorney  
8 at the time you sell my house to a third party?

9           A     You have not.

10          Q     Now, do you think that that person that I've  
11 sold my house to -- do you think that house can be taken  
12 back from him just because it wasn't my intention that  
13 you sold my house to him?

14          A     It has to be a lot more than that.

15          Q     Right.  I might sue you for doing something  
16 that you aren't suppose to do.  But I can't go after the  
17 person that you sold my house to, because he acted and  
18 relied on a power of attorney that was valid at the time  
19 that you sold him my house, correct?

20          A     Correct.

21          Q     Why isn't that the same thing as Staubs having  
22 a power of appointment that's general in nature by  
23 Continental Heritage going out and using that power of  
24 appointment to pick Snodgrass up and then Snodgrass or  
25 the insurance company says, You weren't supposed to do

1 that. Why isn't it -- it's fine for the insurance  
2 company to sue because you weren't supposed to do that  
3 and you're going to be in trouble. But how does that  
4 give Snodgrass the right to come back against Staubs?

5 A It doesn't. Because Staubs was acting within  
6 the scope of his employment -- of his appointment.

7 MR. HOLMES: I don't have any further  
8 questions.

9 REDIRECT EXAMINATION

10 BY MR. BOATWRIGHT:

11 Q Let me just clear up - this is Joe Boatwright  
12 again.

13 Let me clear up one thing with you Mr. Dicker:  
14 Are you tell me that if someone has a general power of  
15 appointment, that they can basically carte blanche go  
16 pick up anybody within the state? Where there has been  
17 an insurance company or -- Continental Heritage in this  
18 case --

19 A Yes, sir.

20 Q -- has insured a bond for someone. And Staubs  
21 is appointed by them. Staubs can then, let's say they  
22 have got 2,000 people they have insured bonds for  
23 throughout the state. Does that mean Staubs can just go  
24 pick up all 2000 people without the local bonding people  
25 who wrote the bond or the insurance company giving him



1 any kind of oral or written directive to go do that. Is  
2 that within the scope of his authority?

3 A No, the scope within that would have to come  
4 from the local bonding agency, saying there was a  
5 forfeiture or estreature that the person on bond took  
6 off, did not make his court appearances.

7 Q So I just want to clarify that. You are not  
8 saying that if I have this appointment through the  
9 insurance company, like Continental Heritage, does that  
10 give Staubs carte blanche to just go pick up anybody who  
11 Continental Heritage has underwritten a bond for? Does  
12 that give him authority to go pick up any of those  
13 people just because he has that appointment? Does there  
14 need to be something more, in your opinion, to be within  
15 the scope of his employment?

16 A Yes.

17 Q Okay. What would that be?

18 A An overt act on the part of the person being  
19 bailed out, that he did not make his appearance or he  
20 skipped downtown, that the bond was about to be revoked.  
21 And that there would be some loss to be borne by the  
22 surety company. And they would call in the person to  
23 pick up this person to stem the loss -- stop the loss to  
24 the court system by the surety company.

25 Q Who would that call have to come from?

1           A     Most likely from the local bail bond company,  
2 because there is a sliding scale of time they have  
3 before they incur a total loss of the amount of the  
4 bond, that being two years. After a two-year period of  
5 time, an estreature, they would recover none of their  
6 money through the court system.

7           Q     I don't want to put words in your mouth. Are  
8 you saying that it's not within the scope of a  
9 bondsman's authority, just because they have this  
10 appointment, to go pick up anybody they want to if they  
11 have not actually written the bond, itself; it's not  
12 within that scope of appointment. They would have to  
13 have some kind of -- some kind of authority or directive  
14 from either the insurance company or the local agent who  
15 wrote the bond?

16          A     Correct. Because in Mr. Staub's case, he  
17 would receive no money from Continental Heritage. Any  
18 money that he would receive for picking up a person that  
19 was wanted or an estreature status would come from the  
20 local bail bond company, because they bear the loss --  
21 ultimately the loss would be borne by the surety  
22 company, but the local bail bond company bears the loss.

23                 MR. BOATWRIGHT: I don't have any further  
24 questions. Mr. Holmes?

25                 MR. HOLMES: I don't either.

1 MR. BOATWRIGHT: You have had your deposition  
2 taken before. If we have this typed up, do you  
3 want to read this or do you want to waive?

4 THE DEPONENT: I would waive it, but I would  
5 like a copy, please.

6 MR. BOATWRIGHT: Is the court reporter there?

7 COURT REPORTER: Yes.

8 MR. BOATWRIGHT: I will let you know if we're  
9 going to need this for trial or not, okay?

10 Candy has contacted you from our office, so I  
11 have (352) 726-9411 number is a good number?

12 COURT REPORTER: That's a fax line.

13 MR. BOATWRIGHT: Okay. What is your number?

14 COURT REPORTER: (352) 726-4451.

15 THE DEPONENT: He was fading out a little bit.

16 COURT REPORTER: We're hanging up.

17 THE DEPOSITION WAS CONCLUDED AT 2:43 P.M.

18

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19 STIPULATION

20 It was stipulated by and between counsel  
21 and the deponent that the reading and signing of this  
22 deposition be waived.

23 The Original of this transcript was ordered by  
24 Mr. Holmes.

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CERTIFICATE OF OATH

STATE OF FLORIDA                    )  
COUNTY OF                    CITRUS                    )

I, the undersigned authority, certify that  
ROBERT DICKER personally appeared before me and was duly  
sworn.

WITNESS my hand and official seal this 28th  
day of February, 2010.

\_\_\_\_\_  
PATTI MARSHALL, RPR, FPR.

## 1 REPORTER'S DEPOSITION CERTIFICATE

2  
3 STATE OF FLORIDA )

4 COUNTY OF CITRUS )

5  
6 I, PATTI MARSHALL, Registered Professional  
7 Reporter, Florida Professional Reporter, hereby certify  
8 that I was authorized to and did stenographically report  
9 the telephonic deposition of ROBERT DICKER; that a  
10 review of the transcript WAS NOT requested; and that  
11 pages 1 through 29, inclusive, are a true record and  
12 complete record of my stenographic notes.13 I further certify that I am not a relative  
14 employee, attorney or counsel of any of the parties, nor  
15 am I a relative or employee of any of the parties'  
16 attorney or counsel connected with the action, nor am I  
17 financially interested in the action.

18 DATED this 28th day of February, 2010.

19 \_\_\_\_\_  
20 PATTI MARSHALL, RPR, FPR.  
21 Notary Public  
22 State of Florida at  
23 large.24 \*\*\* REPORTER'S CERTIFICATE MUST BE SIGNED IN INK.  
25 PHOTOCOPIES ARE NOT ADMISSIBLE IN COURT AND MAY NOT BE  
USED FOR PURPOSES OF IMPEACHMENT.