

Exhibit 9

1 CODE: 2460
2 RICHARD A. MOLEZZO, ESQ.
3 State Bar No.: 5072
4 96 Winter Street
5 Reno, NV 89503
6 Tele: 775-786-5800
7 Attorney for Real Parties In Interest

8 Richard Justin, Justin Bros Bail Bonds
9 Agent Acting on Behalf of
10 International Fidelity Insurance Co.
11 808 E. Musser Street
12 Carson City, NV 89701
13 Tele: 775-841-6400
14 Fax: 775-841-1990

FILED

2014 DEC -8 PM 2:27

ACTING CLERK OF THE COURT

BY K. Jones
DEPUTY

10 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
11 **IN AND FOR THE COUNTY OF WASHOE**

12 STATE OF NEVADA

13 Plaintiff,

CASE NO.: CR14-0058

14 vs.

DEPT NO.: 1

15 NORMAN DEMETRIUS DUPREE,

BOND NO.: 1S30K-151744

16 Defendant.

BOND AMT: \$25,000.00

17 **REPLY IN SUPPORT OF MOTION FOR RECONSIDERATION AND/OR**
18 **MOTION TO SET ASIDE JUDGMENT ENTERED PURSUANT TO NRCP 60(B)**

19 **COMES NOW**, RICHARD JUSTIN, Justin Bros Bail Bonds (hereinafter "Justin"), Real
20 Party in Interest, as Agent for International Fidelity Insurance Company, by and through
21 undersigned counsel, and hereby submits his Reply in Support of Motion for Reconsideration of
22 this Court's Order entered October 3, 2014 denying Exoneration of the above-referenced bond;
23 and/or Motion to Set Aside Judgment entered on October 6, 2014.

24 Dated this 4 day of December, 2014.

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26 RICHARD A. MOLEZZO, ESQ.

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February 3, 2014 Bona Fide Bail Bonds bailed defendant out of jail, which is when Bona Fide became the new guarantor in this Case. Justin's Bond must be exonerated.

II. LEGAL AUTHORITY

Pursuant to NRS 178.509(1)(4) is written in pertinent part,

"1. If the defendant fails to appear when the defendant's presence in court is lawfully required, the court shall not exonerate the surety before the date of forfeiture prescribed in NRS 178.508 unless:
(4) Is being detained by civil...authorities..." (emphasis added)
NRS 178.509(1)(4).

There can be no question or ambiguity regarding this matter. The Statute is clear. Strictly construing this statute, January 31, 2014, defendant was being detained by "civil authorities" the Washoe County Sheriff's Department. This ended Justin's obligations to this Court on the bond in question.

Furthermore, pursuant to NRS 178.508(1)(b), is written in pertinent part,

"1. If the defendant fails to appear when the defendant's presence in court is lawfully required...the court shall:
(b) Not later than 45 days after the date on which the defendant failed to appear, order the issuance of a warrant for the arrest of the defendant..."

In the instant case, adherence to the specified statutory authority is essential to effectuating the legislature's enactment of a 'bright line' rule. Not to properly interpret a statute such as Chapter 178, goes against every Nevada Supreme Court Case authority and undermines the authority of the Supreme Court.

The Nevada Supreme Court in *International Fidelity Insurance v. State*, 122 Nev. 39, 126 P.3d 1133 (Nev. 2006), has opined "In a district court's decision in a bail bond proceeding is typically based on factual determinations made by the district court, and the reviewing court will not disturb a district court's findings of fact unless they are clearly erroneous and not based on substantial evidence." (emphasis added). Not exonerating Justin's bond on or after January 31,

1 2014 is clearly erroneous; therefore, this Honorable Court must grant the exoneration.

2 Furthermore, the \$50,000 cash only warrant was not entered into the system until after
3 the June 10, 2014 hearing well past the 45 day requirement; not as the docket reflects that it was
4 entered on March 21, 2014. The docket does have an entry that on June 10, 2014, the
5 "...\$10,000 cash only warrant, will not issue..." due to the clerical error discovered that the
6 \$50,000 cash only warrant was not entered. The Court should take judicial notice of this
7 particular entry as it parallels Justin's position in this case.

8 Surely this Honorable Court can see the problems that arise out of this situation.
9 Defendant was allowed to bail out of jail on a \$20,000 bond in May 2014, instead of being held
10 by the \$50,000 cash only warrant. No person or entity was aware of the cash only warrant from
11 Justin to the Sheriff's department. Clearly this is an erroneous clerical error, and not the fault of
12 Justin.
13

14 To forfeit the bond in question is paramount to punishing Justin for something he had no
15 control over, which in essence, goes against the very grain of our criminal justice system in place
16 today. Justin did not know nor could have known that Defendant was remanded into custody on
17 the January 31, 2014. He was never notified by anyone. Certainly this Court does not expect
18 Justin to follow every single defendant that he provides a bond for, or track every single
19 defendant's court dates or apply for exonerations, when that exoneration should have been
20 performed by operation of law. Justin was under the belief that the bond in question was to be
21 exonerated, now imagine his surprise when he received the Notice of Intent to Forfeit.
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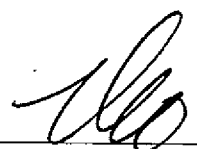
23 Notwithstanding the above, even if the bond was not exonerated on or after January 31,
24 2014, it must have been exonerated when Bona Fide Bail Bonds wrote Bond #2, securing the
25 release of the Defendant February 3, 2014. No two bond agents or companies shall have a bond
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1 written on the same person, under the same case, for the same charges. This directly controverts
2 the bond companies' insurance statutes. Therefore, the bond must be exonerated based upon the
3 above in its entirety.

4 Finally, the Defendant has since been remanded back into custody as he was surrendered
5 by Justin's Nevada Bail Enforcement Agent, Doug Lewis. Mr. Lewis surrendered him on
6 Justin's second bond of \$20,000, all within the statutory 180 day time limit; therefore, that bond
7 must also be exonerated by operation of law and Justin surely does not have to file any motion to
8 request the 2nd bond be exonerated, it should automatically happen.

9
10 WHEREFORE, Justin prays that this Honorable Court grant his Motion in its entirety and
11 for any further relief this Court deems just and proper in the premises.

12 Dated this 4 day of December, 2014.

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15 _____
16 RICHARD A. MOLEZZO, ESQ.
17 Attorney for Richard Justin et.al.
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that the foregoing document in the above entitled case was served on this 8th day of December, 2014 on all parties to this action by:

_____ placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage paid, following ordinary business practices.

☒ personal delivery

_____ Facsimile (FAX)

_____ Federal Express or other overnight delivery

_____ Messenger Service

_____ Certified Mail with Return Receipt Requested.

addressed as follows:

Deputy District Attorney Terrance Shea
Washoe County District Attorney
1 South Sierra Street, 4th Floor
Reno, NV

AFFIRMATION: The undersigned hereby affirms that this document does not contain any social security numbers of any person Pursuant to NRS 239B.030.

DATED this 8th day of December 2014.

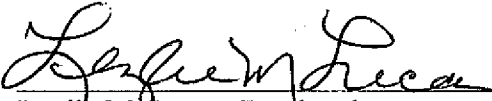

Lezlie M. Lucas, Paralegal

Exhibit 10

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

THE STATE OF NEVADA,

Plaintiff,

vs.

Case No. CR14-0058

Dept. No. 1

NORMAN DEMETRIUS DUPREE,

Defendant.

ORDER

On August 22, 2014, Richard Justin (Justin), dba Justin Bros Bail Bonds, Real Party in Interest and agent acting on behalf of International Fidelity Insurance Company, by and through Counsel, Richard Molezzo, Esq., filed a *Motion for Exoneration of Bond* pursuant to NRS 176A.330. On October 3, 2014, the Court entered an *Order* denying Justin's *Motion* because the Defendant had not appeared before the Court since January 30, 2014.

On October 23, 2014, Justin filed a *Motion for Reconsideration*. On December 8, 2014, Justin filed a *Reply* and submitted the matter for the Court's decision.


Pursuant to WDCR 12(8), a party must file its motion for reconsideration within ten days after the date the order for which the party seeks reconsideration is filed. "A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous." *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) (citation omitted). "Only in very rare

1 instances in which *new issues of fact or law* are raised supporting a ruling contrary to the ruling
2 already reached should a motion for rehearing [or reconsideration] be granted." *Moore v. City of*
3 *Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976) (emphasis added).

4 The Court has considered the motion and other papers in their entirety. The Court finds
5 Justin has not presented substantially different evidence or persuasive legal authority, nor has she
6 demonstrated that the Court's decision was clearly erroneous. Accordingly, and good cause
7 appearing, Justin's *Motion for Reconsideration* is DENIED.

8 IT IS SO ORDERED.

9 DATED this 23rd day of December 2014.

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13 JANET J. BERRY
District Judge
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3 CERTIFICATE OF ELECTRONIC SERVICE

4 I hereby certify that I am an employee of the Second Judicial District Court of the State of
5 Nevada, in and for the County of Washoe; that on this 23rd day of December, 2014,
6 I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will
7 send a notice of electronic filing to the following:

8 Zack Young/Travis Lucia, Deputies District Attorney
9 Washoe County District Attorney's Office

10 Carl Hylin/Donald White, Deputies Public Defender
11 Washoe County Public Defender's Office

12
13 CERTIFICATE OF MAILING

14
15 Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court
16 of the State of Nevada, County of Washoe; that on this 24th day of December, 2014,
17 I deposited in the County mailing system for postage and mailing with the United States Postal
18 Service in Reno, Nevada, a true copy of the attached document addressed to:

19
20 Richard Molezzo Esq.
21 96 Winder Street
22 Reno, NV 89503

23
24
25 Maria A. Schuck
26 for Christine Kuhl
27
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Exhibit 11

FILED

2015 FEB 17 PM 4:25

JACQUELINE BRYANT
CLERK OF THE COURT

BY Y. Viloria
DEPUTY

Code: 2490
Richard F. Cornell, Esq.
150 Ridge Street, Second Floor
Reno, NV 89501
(775) 329-1141
State Bar #1553
Attorney for Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF
NEVADA IN AND FOR THE COUNTY OF WASHOE

STATE OF NEVADA,

Plaintiff,

Case No.: CR14-0058

vs.

Dept. No.: 1

NORMAN DEMETRIUS DUPREE

Defendant.

MOTION TO DECLARE JUDGMENT OF OCTOBER 6, 2014
UNENFORCEABLE AND/OR COMPLETELY SATISFIED, AND TO
EXONERATE BAIL BOND NO. 1S30K-151744

COMES NOW, Richard Justin dba Justin Bros. Bail Bonds and
International Fidelity Insurance Company, by and through the undersigned
counsel, and hereby files his Motion to Declare the forfeiture judgment of October
2, 2014 to be unenforceable or, in the alternative, satisfied; and to exonerate
International Fidelity Insurance Company bond no. 1S30K-151744 in the amount

1 of \$25,000.00, issued in consideration of the release of Norman Demetrius Dupree
2 in or about November of 2013.

3
4 The within Motion is based upon all matters on file, together with the
5 attached Affidavit of Richard Justin and exhibits thereto.

6
7 DATED this 17 day of February, 2015.

8 Respectfully submitted,

9
10 LAW OFFICES OF RICHARD F. CORNELL
11 150 Ridge Street, Second Floor
12 Reno, NV 89501

13 By: 
14 Richard F. Cornell

15
16 **MEMORANDUM OF POINTS AND AUTHORITIES**

17 **A. FACTS AND CIRCUMSTANCES UP TO OCTOBER 23,2014**

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19 The Court is already aware of the following facts, from the Motion for
20 Exoneration of Bond filed on August 22, 2014 and the Motion for Reconsideration
21 and/or Motion to Set Aside Judgment entered pursuant to NRCP 60(b), filed on
22 October 23,2014:
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25 1. On November 6, 2013, one Norman Demetrius Dupree was arrested and
26 charged either with domestic battery by strangulation or sale of a schedule one or
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1 schedule two controlled substance, second offense. He was also charged with a
2 first domestic battery offense. His total bail originally was \$25,000.00, of which
3 \$5,000.00 was attributed to the misdemeanor charge and the remaining \$20,000.00
4 to the felony charge. Justin Bros., on behalf of International Fidelity Insurance
5 Company, posted the requisite bail in the amount of \$25,000.00 in the form of
6 bond no. 1S30K-151744, and Dupree was released from custody.
7

8
9 2. While Reno Justice Court had jurisdiction over the matter, that Court
10 placed Dupree on a supervised condition of bail. On January 31, 2014 Dupree's
11 supervised bail was revoked due to failure to comply (a dirty urine test). At that
12 point Dupree was remanded to the Washoe County Jail.
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15 As noted below, at that point the \$25,000.00 bail bond posted as above
16 referenced should have been exonerated by operation of law, regardless of whether
17 this Court had seen him in open court or not. However, the bond was not
18 exonerated.
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21 3. After Dupree was remanded, bail was reset in the amount \$20,000.00
22 bondable. Bonafide Bail Bonds, not affiliated with either with Justin Bros. or
23 International Fidelity Insurance Company, posted bail for Dupree on that bond,
24 and Dupree was released from custody for a second time on the same charge(s).
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27 4. On March 18, 2014, Dupree failed to appear at the scheduled
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1 arraignment. The court issued a Notice of Intent to forfeit the bond and sent it
2 both to Justin Bros. and Bonafide Bail Bonds, with a \$50,000.00 cash only warrant
3 issuing per the Notice.
4

5 5. On March 21, 2014, Dupree attempted to surrender himself *three times* at
6 the Washoe County Sheriff's Department, but to no avail because the sheriff did
7 not have the warrant in its system.
8

9 6. Dupree then turned himself in to Bonafide Bail Bonds' recovery agent,
10 who surrendered him to the custody of the sheriff. Thus, Bonafide's bond was
11 exonerated on May 14, 2014. However, for reasons unknown to Justin Bros. and
12 the surety, the \$25,000.00 bond in question was not.
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15 7. As of May 14-16, 2014 the \$50,000.00 cash only warrant had not been
16 filed with an agency, and thus the Sheriff's Office consequently was not aware of
17 the "cash only" condition. On May 16, 2014, Justin Bros. posted a \$20,000.00
18 bond on behalf of Dupree, not being aware of the "\$50,000.00 cash only"
19 requirement. The sheriff erroneously released Dupree for a third time on the same
20 charge(s), since it did not have the "\$50,000.00 cash only warrant" in its system
21 even as of that date.
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25 8. On May 27, 2014 the Court set a status hearing or arraignment for June
26 10, 2014. Dupree again failed to appear, and the Court again sent a Notice of
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1 Intent to forfeit the bond of \$20,000.00 to Justin Bros.. However, the first bond of
2 \$25,000.00 and the one that is subject to this Motion was still in forfeiture status at
3 that point, insofar as the Court was concerned, even though for reasons stated
4 below it should have been exonerated by operation of law on the Court's own
5 motion.
6
7

8 9. Justin Bros. thus made contact with Dupree and arranged for Dupree to
9 turn himself in to custody. Dupree did so. Even so, this Court did not exonerate
10 the \$25,000.00 bond in question.
11

12 10. When all of this happened, Justin Bros. filed a Motion to Exonerate
13 Bond on August 22, 2014, approximately five months after this Court had filed its
14 Notice of Intent to Forfeit to International Fidelity Insurance Company. In
15 response, the State filed a **non-opposition** to the Motion on September 18, 2014
16 wherein the State simply stated:
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19 "Assuming for the purposes of this Motion only the truth of the matter
20 asserted by the bondsman, and reserving all objections of any kind to the
21 same and any future filings, the State has no objection to the Motion for
22 Exoneration of Bond."

23 11. Notwithstanding all of that, on October 3, 2014 this Court entered its
24 Order Denying the Motion for Exoneration of Bond. This Court's reasoning
25 appeared to be: 1) Justin Bros. did not properly seek to surrender the \$25,000.00
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1 bond as soon as it could have; 2) Justin Bros. failed to surrender Dupree to the
2 proper authorities, thereby preventing the exoneration of the bond; 3) Dupree had
3 not been arraigned by the Court and, to the Court's acknowledge, remained out of
4 custody. Thus, the Court entered its "bail forfeiture judgment" on October 6, 2014
5 in favor of the State of Nevada and against International Fidelity Insurance
6 Company in the amount of \$25,000.00.
7

8
9 12. On October 23, 2014, Justin Bros. filed a Motion for Reconsideration
10 and/or a Motion to Set Aside Judgment Pursuant to NRCP 60(b). There, Justin
11 Bros. pointed out that under these facts the \$25,000.00 bond was exonerated as a
12 matter of law, once pre-trial services revoked Dupree's release and he was
13 remanded to custody; and he pointed another case with an identical factual
14 scenario in Washoe County where that actually happened. Accordingly, the
15 "surrender" of the bond was unnecessary; it was exonerated by operation of law.
16 He further argued that because of the mistake of the Sheriff's Office and not
17 putting the \$50,000.00 cash only warrant into the system, Justin Bros. was in the
18 position of bailing Dupree out on the \$20,000.00 bond, which should not have
19 happened. Petitioner argued that he should not be punished because of the
20 mistake.
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26 The State again did not oppose the Motion. However, on December 23,
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1 2014 this Court denied the unopposed Motion for Reconsideration on the grounds
2 that Justin Bros. had not presented “substantially different evidence” of
3 “persuasive legal authority.”
4

5 **B. FACTS AND CIRCUMSTANCES OCCURRING**
6 **SINCE OCTOBER 23, 2014**

7 13. Unfortunately, Justin Bros. did not point this out until the Reply to the
8 non-opposition, which technically was unnecessary. He pointed out that Dupree
9 was now in the custody of the Washoe County Jail as of December 8, 2014, as
10 Justin’s enforcement agent had surrendered Dupree on the second \$20,000.00
11 bond, IS30K-162345, all within the statutory 180-day time limit. So that there can
12 be no mistake whatsoever on this critical factual point, Justin Bros. attaches proof
13 of the same with respect to the Affidavit of Richard Justin.
14

15 14. Per the docket sheet in this case, on December 9, 2014, Mr. Dupree
16 pled guilty at his arraignment, and Judge Flanagan sentenced Dupree on February
17 5, 2015.
18

19 15. Justin Bros. filed a Notice of Appeal from the Court’s decision.
20 However, after the undersigned was retained and appeared, the Nevada Supreme
21 Court entered an Order to Show Cause on February 2, 2015, directing Justin Bros.
22 to show cause why their appeal should not be dismissed for lack of appellate
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1 jurisdiction. Indeed, per International Fidelity Insurance Co. v. State, 122 Nev.
2 39, 126 P.3d 1133 (2006), the Nevada Supreme Court lacks jurisdiction to review
3 orders in ancillary bail bond proceedings on direct appeal. The appropriate
4 vehicle for review of orders in ancillary bail bond proceedings is by Petition for
5 Mandamus. The undersigned's response is that while the Court can treat an appeal
6 as a Petition for Mandamus, the better course would be to allow Justin Bros. to file
7 and litigate this Motion, based upon facts that the Court may not have been aware
8 of in December of 2014; and only if this Court continues to mandate forfeiture
9 should the appeal become refilled as a Petition for Mandamus.
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13 C. ARGUMENT

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15 The relevant statutes to consider are as follows:

16 NRS 178.509(1)(a) provides:

17
18 "If the defendant fails to appear when the defendant's presence in court is
19 lawfully required, the court shall not exonerate the surety before the date of
20 forfeiture prescribed in NRS 178.508 unless:

21 The defendant appears before the court and the court, upon hearing the
22 matter, determine that the defendant has presented a satisfactory excuse or
23 that the surety did not in any way cause or aid the absence of the defendant;
24 or"

25 NRS 178.512 provides:

26 "1. The court shall not set aside a forfeiture unless:
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1 a) the surety submits an application to set it aside on the ground that the
2 defendant:

3 1) has appeared before the court since the date of the forfeiture and
4 has presented a satisfactory excuse for the defendant's absence . . . ;
5 and

6 b) the court determines that justice does require the enforcement of the
7 forfeiture.”

8 NRS 178.514 provides:

9
10 “1. When a forfeiture has not been set aside, the court shall on motion enter
11 a judgment of default and execution may issue thereon.

12 2. If the Office of Court Administrator has not received an order setting
13 aside a forfeiture within 180 days after the issuance of the order of
14 forfeiture, the Court Administrator shall request that the court that ordered
15 the forfeiture institute proceedings to enter a judgment of default with
16 respect to the amount of the undertaking or money deposited instead of bail
bond with the court. Not later than 30 days after receipt of the request from
the Office of Court Administrator, the court shall enter judgment by default
and commence execution proceedings thereon.”

17 NRS 178.522 provides:

18
19 “1. When the condition of the bond has been satisfied or the forfeiture
20 thereof has been set aside or remitted, the court shall exonerate the obligor
21 and release any bail. The court shall exonerate the obligors and release any
22 bail at the time of sentencing of the defendant, if the court has not
previously done so unless the money deposited by the defendant as bail
must be applied to satisfy a judgment pursuant to NRS 178.528.

23
24 2. A surety may be exonerated by a deposit of cash in the amount of the
25 bond or by a timely surrender of the defendant into custody.

26 NRS 178.526 provides:

1 "1. For the purpose of surrendering a defendant, a surety, at any time before
2 the surety is finally discharged, and at any place within the state, may, by:

3 a) written authorization for the rest of the defendant attached to a
4 copy of the undertaking; or

5 b) a written authority endorsed on a certified copy of the undertaking,
6 cause the defendant to be arrested by a bail agent or bail enforcement
7 agent who is licensed pursuant to Chapter 697 of NRS."

8 Based upon these statutes, the only legal conclusions that can be reached are
9 as follows:
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11 1. When Dupree was remanded into custody in January of 2014, bail bond
12 no. 1S30K-151744 was exonerated by operation of law; but additionally
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14 2. When Dupree was remanded into custody after bailing out on the
15 Bonafide Bail Bonds bond, the within International Fidelity Insurance bond
16 should have been exonerated as a matter of law; but additionally
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18 3. When Dupree turned himself in to be surrendered in March of 2014, the
19 bond should have exonerated as a matter of law; but additionally
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21 4. When Justin Bros.' bail enforcement agent caused Dupree to be
22 remanded into custody within 180 days of the Notice of Intent to Forfeit on Bond
23 IS30K-162345, and when Dupree thereafter plead guilty while in custody and
24 sentenced while in custody, both bail bonds absolutely, positively, unequivocally,
25 unquestionably, and undeniably had to be exonerated as a matter of law.
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1 When a defendant is remanded to custody of the sheriff, the bail bond
2 previously posted is exonerated by operation of law. The Court may not continue
3 the surety's liability on the previously posted bond at that point. People v.
4 International Fidelity Insurance Co., 138 Cal. Rptr.3d 883, 887 (Cal. App. 2012),
5 and cases cited therein. Thus, the trial court cannot use the old bond, which
6 should have been exonerated as the matter of law, to act as additional security for
7 a subsequently ordered bail bond. When the Court does so, the new bond is void
8 and is subject to attack at any time. (Id. at 888)
9

12 The reason exoneration happens by operation of law in that instance is that
13 the responsibilities of the surety are based upon its constructive custody of the
14 person bailed. But once that person has been remanded into formal custody, the
15 surety cannot any longer have custody over the accused. Kiperman v. Klenshetyn,
16 35 Cal. Rptr.3d 178, 182 (Cal. App. 2005), and cases cited therein.
17

19 An exception to this rule may exist where the accused is returned to custody
20 in a county where the case was not filed. In that instance, exoneration does not
21 occur by operation of law; the bondsman must file a timely motion. But in the
22 case where the defendant is returned to custody in the jurisdiction where his case
23 is filed, the court must act on its own motion to exonerate the bond, and if it fails
24 to do so exoneration is accomplished by operation of law. People v. Accredited
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1 Surety & Casualty Co., 138 Cal. Rptr.3d 370, 375 (Cal. App. 2012), and cases
2 cited therein.
3

4 When a defendant appears in court, a prior order forfeiting bail is not merely
5 erroneous. It is void. People v. Safety National Casualty Corp., 57 Cal. Rptr.3d
6 659, 660-62 (Cal. App. 2007).¹
7

8 In a case where the statute is not self-executing (as here), nevertheless a bail
9 bond is exonerated by operation of law at the moment the defendant appears and is
10 convicted. The trial court cannot lawfully bind a surety to a bail bond when the
11 accused has been convicted. State v. French, 945 P.2d 752, 756-57 (Wash. App.
12 1997). Once the defendant appears and is sentenced, what happens afterwards is
13 simply irrelevant; the bond is exonerated as a matter of law. People v. King Bail
14 Bond Agency, 274 Cal. Rptr. 335, 337-38 (Cal. App. 1990).
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18 Finally, exoneration of bail bond surety normally occurs on the return of the
19 defendant to custody. "Custody" means that the defendant reasonably believes he
20 is physically deprived of freedom of action in any significant way - that is, he
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22
23 ¹That is, the October 23, 2014 motion actually was properly
24 brought under NRCP 60(b)(4). Based on the above, when Dupree was
25 remanded into custody - in this case, twice - by operation of law
26 the within bond had to be exonerated. Any other order, or
27 continuation of the bail, was void as a matter of law. Accordingly, the fact that Justin Bros didn't bring this motion
"as quickly as it could have" is legally irrelevant. A void
order or proceeding can be challenged at any time. See: Moore v.
Moore, 75 Nev. 189, 193-94, n. 2, 336 P. 2d 1073 (1959).

1 knows he is being transferred to the control of the sheriff. See: People v.
2 Lexington National Insurance Co., 54 Cal. Rptr.3d 900, 904-06 (Cal. App. 2007).
3

4 All of these authorities unquestionably inform the Court's exercise of
5 discretion: Refuse to enforce the judgment of October 6, 2014, set aside the
6 forfeiture, and declare the bond exonerated as a matter of law. There is a reason
7 the State has not opposed this: There is no other lawful discretion for this Court to
8 exercise. If it was not apparent before that, it certainly is apparent now: Dupree
9 has been remanded into custody within 180 days of the Notice of Intent to Forfeit;
10 has plead guilty while in custody; and has been sentenced while in custody. This
11 Motion simply has to be granted.
12
13
14

15 DATED this 17 day of February, 2015.
16

17 Respectfully submitted,

18 LAW OFFICES OF RICHARD F. CORNELL
19 150 Ridge Street, Second Floor
20 Reno, NV 89501

21 By: Richard F. Cornell
22 Richard F. Cornell
23
24
25
26
27
28

1 Code: 1075
2 Richard F. Cornell, Esq.
3 150 Ridge Street, Second Floor
4 Reno, NV 89501
5 (775) 329-1141
6 State Bar #1553
7 Attorney for Plaintiff

8 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF
9 NEVADA IN AND FOR THE COUNTY OF WASHOE

10 STATE OF NEVADA,

11 Plaintiff,

Case No.: CR14-0058

12 vs.

Dept. No.: 1

13 NORMAN DEMETRIUS DUPREE

14 Defendant.
15 _____/

16
17 **AFFIDAVIT OF RICHARD JUSTIN**

18 STATE OF NEVADA)
19)ss
20 COUNTY OF WASHOE)

21 RICHARD JUSTIN, being first duly sworn, deposes and says:

22
23 1. That your Affiant is the principal of Justin Bros. Bail Bonds. Justin
24 Bros. Bail Bonds does business in northern Nevada. Justin Bros.' surety is
25 International Fidelity Insurance Company, and Justin Bros. is an agent for that
26
27
28

1 surety.

2 2. Your Affiant makes this Affidavit in support your Affiant's and
3 International Fidelity's Motion to Declare Judgment of October 6, 2014
4 unenforceable and/or completely satisfied, and to exonerate bail bond no. 1S30K-
5 151744.
6
7

8 3. That attached hereto as Exhibit "1" is the paperwork kept and maintained
9 in the ordinary course of Justin Bros.' business, revealing the surrender of Norman
10 Demetrius Dupree by our bail enforcement agents to the Washoe County Jail on
11 November 6, 2014 relative to bail bone IS30K-162345.
12
13

14 4. That attached hereto as Exhibit "2" is a document that your Affiant
15 obtained and printed off his computer from the Washoe County Jail website on or
16 about February 4, 2015. That document reveals that Mr. Dupree was in custody
17 on that date, and had been booked in since November 6, 2014 and, on that date,
18 was assigned to housing unit H14.
19
20

21 5. That attached hereto as Exhibit "3" is the docket sheet maintained on the
22 Second Judicial District website relative to the within case. The docket sheet
23 clearly reflects that Mr. Dupree plead guilty in front of Judge Berry on December
24 9, 2014, and was sentenced by Judge Flanagan on February 5, 2015.
25
26

27 6. Your Affiant swears and declares under penalty and perjury that the
28

1 foregoing assertions of fact are true and correct.

2 Further, your Affiant sayeth naught.

3
4 DATED this 13 day of February, 2015.

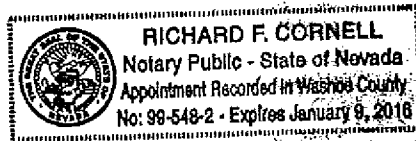
5
6 By: Richard Justin

7 Richard Justin

8 Subscribed and sworn to before me on
9 this 13 day of February, 2015.

10 Richard F. Cornell

11 Notary Public



1 CODE 2605
2 Richard F. Cornell, Esq.
3 State Bar No. 1553
4 150 Ridge Street, Second Floor
5 Reno, Nevada 89501
6 775/329-1141
7 Attorney for Defendant

8 **THE SECOND JUDICIAL DISTRICT COURT OF**
9 **THE STATE OF NEVADA IN AND FOR THE COUNTY OF WASHOE**

10 STATE OF NEVADA,

Case No. CR14-0058

11 Plaintiff,

Dept. No. 1

12 vs.

13 NORMAN DEMETRIUS DUPREE,
14

15 Defendant.
16 _____/

17 **EXHIBITS IN SUPPORT AFFIDAVIT OF RICHARD JUSTIN**

<u>No.</u>	<u>Description</u>	<u>Date</u>
1	Return to Custody by Bail Agent	11-06-2014
2	Washoe County Jail website jail custody information on Dupree	2-04-2015

23 ///

24 ///

25 ///

3

Washoe County Second Judicial
District Court Docket Sheet of
Norman Demetrius Dupree

This document does not contain any social security number.

DATED this 17 day of November, 2015.

Respectfully submitted,
LAW OFFICES OF RICHARD F. CORNELL
150 Ridge Street, Second Floor
Reno, NV 89501

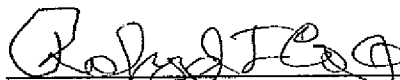
By: 
Richard F. Cornell

Exhibit 1

14-18216

RETURN TO CUSTODY BY BAIL AGENT

Name of Bail Bond Company: The Red Line Bail Bond Phone: 775.841.6400

Bail Bond Company Address: 808 E. Main St., Carson City, NV 89701
Street City State Zip

Mailing Address: Same
Street City State Zip

Defendant's Name: Dupont Nathan Dennis
Last First Middle

AKA's: None Known

Address: None Exxon
Street City State Zip

Home Phone: 775.6599 Work Phone: None DOB: 11/15/1979 SSN: [REDACTED]

Sex: M Race: ☐ White (incl. Hispanic) ☒ Black ☐ Indian ☐ Asian ☐ Pacific Islander ☐ Other

HT: 5'10" WT: 255 Hair: Dark Eyes: Brown POB: Reno, Nevada

Original Court: ☐ 2JDC ☒ RJC ☐ SJG ☐ RMC ☐ SMC ☐ Other: _____

Court Of Jurisdiction: 2nd District Court Case Number: CR 14-0058

Original Booking #: 14-7928 Original Agency's Case #: 13-5736 Original Date of Bail: 05/15/2014

11-06-2014 1530 hrs 446 Kramer St, Reno, NV
Surrender / Arrest Date Surrender / Arrest Time Arrest Location

NR/ORD #	NO	Bail	Charge	FIGM
	51092	20,000.00	1. Sell-Schen Tax. II 9/5, 222	F
			2.	
			3.	
			4.	
			5.	
			6.	

Bail is being surrendered on the above subject for: ☒ Failing to Appear in Court ☐ Other: _____

Signature of Bail Enforcement Agent

60996 Nevada License Number

11-06-2014 Date

93

**ACKNOWLEDGEMENT OF SURRENDER OF DEFENDANT BY
BAIL ENFORCEMENT AGENT**

Surrendered to law enforcement agency of the

State of : NEVADA

Sheriffs Department

County of : WASHOE

Or

Police Department

City of : N/A

Court: SECOND JUDICIAL DISTRICT

Bond #: IS30K-162345

Amount: \$20,000.00

Bail Agency: JUSTIN BROS BAIL

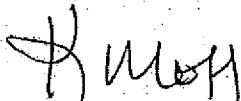
Surety: INTERNATIONAL FIDELITY

Case #: CR14-0058

Defendant: DUPREE, NORMAN DEMETRIUS / Date of Birth: [REDACTED] SSN: [REDACTED]

Charged with: SELL SCHEDULE 1 OR 2 CONTROLLED SUBSTANCE, 2ND OFFENSE
(FELONY).

I hereby certify and declare under penalty of perjury by signature below that the above named
defendant is now in custody of the law enforcement agency described above.



Dated: 11/6/14

ID #: 1586

Signature of Sheriff, Deputy, Jailer, Peace Officer, or Clerk



Printed name of person verifying custody

Bond surrender made by:
DOUGLAS M. LEWIS
NEVADA BAIL ENFORCEMENT AGENT, LICENSE # 60996
235 S. MAINE ST. # 248
FALLON, NV, 89406
TEL: (775) 721-1909/ FAX: (775) 546-6169

I hereby certify and declare under penalty of perjury by my signature below that the above named defendant is now in
custody of the law enforcement agency described above.

Signature: 

TWO COPIES TO BOOKING - TWO COPIES TO BAIL AGENCY

Exhibit 2

Washoe County Sheriff's Office
911 Park Blvd., Reno, NV 89512
775-328-3001
Commitment to Community

What We Do About Us News Records Inmate Info Staying Safe Jobs FAQs



Inmate Search? Click here

WHAT WE DO

- ADMINISTRATION
- DETECTIVES
- DETENTION
- FORENSIC SCIENCES
- PATROL
- SPECIAL OPERATIONS
- GENERAL INFORMATION
- VOLUNTEERS

File an Online Report

The online reporting system allows you to submit crimes, tips or complaints immediately.

[click here to file a report](#)

Inmate Information

Find out about current inmates, inmate web visitation, inmate contact and work programs.

[click here for inmate info](#)

Inmate Search

This information is updated every 15 minutes. The Washoe County Sheriff's Office is not liable for any erroneous information on this site. This may not be a complete list of in custody inmates. If you feel that the person you are searching for is in custody and cannot be located with this search, please contact the Washoe County Detention Facility at 775-328-3062.

You must enter at least the first five letters of the inmate's last name.

Last Name:

Dupree, Norman Demetrius

Booking Number: 1418216

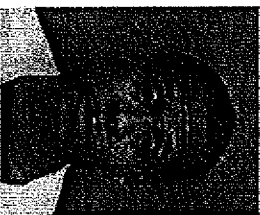
JID Number: P00008333

Booking Date: Nov 6, 2014

Date of Birth:

Housing Unit: H14 - Inmate Visiting Info

[Click to enlarge](#)



Charges (3 total)

Charge Name	Bail Amount	Court	Arresting Agency Case #	Court Date	Court Time
Fra After Bail Felony Crime	\$5000.00	21DC1	140006414	Feb 5, 2015	0900
Dom Battery By Strangulation	15000.00	21DC	140020671	Feb 5, 2015	0900
Dom Battery 1st	0.00	RJC	140020671	Unknown	Unknown

AMBER ALERT

ons & AMBER Alerts are all available [Here](#) -- Follow us on [Facebook](#) [Twitter](#) [YouTube](#)

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Exhibit 3

Case Information

Case Description: CR14-0058 - STATE VS. NORMAN DEMETRIUS DUPREE (D1)

Filing Date: 10-Jan-2014
Case Type: CR - CRIMINAL
Status: NEF - Proof of Electronic Service

Case Cross Reference

Cross Reference Number

1. DA13177350
2. DAS135736
3. PCNWCAS0001252C
4. RCR2013074258
5. SCN 67210

CaseParties [\(top\)](#)

Seq	Type	Name
2	JUDG - Judge	BERRY, JANET J.
3	PLTF - Plaintiff	STATE OF NEVADA,
6	DEFT - Defendant	DUPREE (TN), NORMAN DEMETRIUS
7	PD - Public Defender	Hylin, Esq., Carl F.
8	PD - Public Defender	White, Esq., Donald K.
9	PNP - Parole & Probation	Parole & Probation, Div. of
22	INS - Insurance/Surety	INTERNATIONAL FIDELITY INSURANCE COMPANY,
23	DA - District Attorney	Alexander, Esq., Sean
25	INST - Interested Party	JUSTIN BROS. BAIL BONDS,
26	DA - District Attorney	McCarthy, Esq., Terrence P.

EventInformation [\(top\)](#)

Date/Time	Hearing Judge	Event Description	Outcome
1. 05-Feb-2015 at 09:00	Honorable PATRICK FLANAGAN	H808 - SENTENCING	D765 - Sentenced filed on: 05-Feb-2015 <i>Extra Text:</i>
2. 09-Dec-2014 at 09:00	Honorable JANET BERRY	H160 - ARRAIGNMENT	D655 - Pled Guilty filed on: 09-Dec-2014 <i>Extra Text: TO THE INFORMATION; PSI ORDERED.</i>

3. 08-Dec-2014 at 16:30	Honorable JANET BERRY	S1 - Request for Submission	S200 - Request for Submission Complet filed on: 24-Dec-2014 <i>Extra Text:</i>
4. 15-Sep-2014 at 12:00	Honorable JANET BERRY	S1 - Request for Submission	S200 - Request for Submission Complet filed on: 03-Oct-2014 <i>Extra Text:</i>
5. 15-Sep-2014 at 10:20	Honorable JANET BERRY	S1 - Request for Submission	S200 - Request for Submission Complet filed on: 15-Sep-2014 <i>Extra Text:</i>
6. 24-Jul-2014 at 09:00	Honorable JANET BERRY	H160 - ARRAIGNMENT	D845 - Vacated filed on: 11-Jul-2014 <i>Extra Text: SHOULD HAVE BEEN SET AS "STATUS HEARING"</i>
7. 22-Jul-2014 at 09:00	Honorable JANET BERRY	H820 - STATUS HEARING	D435 - Heard ... filed on: 22-Jul-2014 <i>Extra Text: DEFT FAILED TO APPEAR. COUNSEL WHITE INDICATED NO RECENT COMMUNICATION W/DEFT. COURT ORDERED NO FURTHER ACTION TAKEN AS B/W ALREADY OUTSTANDING.</i>
8. 10-Jun-2014 at 09:00	Honorable LIDIA STIGLICH	H160 - ARRAIGNMENT	D150 - Bench Warrant Issued-Forfeit filed on: 10-Jun-2014 <i>Extra Text: BAIL SET AT \$10,000.00 CASH ONLY AFTER THE HEARING, IT WAS DETERMINED THERE IS A PRIOR BENCH WARRANT WITH BAIL AT \$50,000.00 CASH ONLY WHICH WILL REMAIN ACTIVE UNTIL ARRESTED. THIS WARRANT WILL NOT ISSUE.</i>

9. 18-Mar-2014 at 09:00	Honorable JANET BERRY	H160 - ARRAIGNMENT	D150 - Bench Warrant Issued-Forfeit filed on: 18-Mar-2014 <i>Extra Text: BAIL SET AT \$50,000.00 CASH ONLY</i>
10. 30-Jan-2014 at 09:00	Honorable JANET BERRY	H160 - ARRAIGNMENT	D450 - Heard-Continued Court filed on: 30-Jan-2014 <i>Extra Text: DEFENDANT POSITIVE FOR COCAINE - MATTER CONTINUED</i>

**Docket Entry
Information *(top)***

Docket Description	Date Filed	Extra Text
1. MIN - ***Minutes	09-Feb-2015	<i>Extra Text: SENTENCING - 02-05-15 - Transaction 4809119 - Approved By: NOREVIEW : 02-09-2015:11:58:16</i>
2. NEF - Proof of Electronic Service	09-Feb-2015	<i>Extra Text: Transaction 4809126 - Approved By: NOREVIEW : 02-09-2015:11:59:17</i>
3. NEF - Proof of Electronic Service	06-Feb-2015	<i>Extra Text: Transaction 4806185 - Approved By: NOREVIEW : 02-06-2015:09:31:59</i>
4. 1850 - Judgment of Conviction	06-Feb-2015	<i>Extra Text: 02-05-15 - Transaction 4806179 - Approved By: NOREVIEW : 02-06-2015:09:30:59</i>
5. EXONF - **Cash Bail Exon/Pay Fees/Fine	05-Feb-2015	<i>Extra Text: SLIP SENT 2/9/2015 IS30K-162345 AYOUNG</i>
6. COLL - Sent to Collections	05-Feb-2015	<i>Extra Text: 05-FEB-2015</i>
7. 1930 - Letters ...	04-Feb-2015	<i>Extra Text: DOCUMENTS SUBMITTED BY DEFENSE FOR CONSIDERATION AT SENTENCING TO BE FILED UNDER SEAL UNDER HIPAA - Transaction 4803364 - Approved By: MELWOOD : 02-04-2015:16:23:43</i>
8. NEF - Proof of Electronic Service	04-Feb-2015	<i>Extra Text: Transaction 4802273 - Approved By: NOREVIEW : 02-04-2015:10:50:58</i>
9. 1930 - Letters ...	04-Feb-2015	<i>Extra Text: DOCUMENTS SUBMITTED BY DEFENSE FOR CONSIDERATION AT SENTENCING - Transaction 4802131 - Approved By: MCHOLICO : 02-04-2015:10:49:57</i>

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10. 1930 - Letters ...	04-Feb-2015	<i>Extra Text: DOCUMENTS SUBMITTED BY DEFENSE FOR CONSIDERATION AT SENTENCING TO BE FILED UNDER SEAL - Transaction 4803014 - Approved By: MELWOOD : 02-04-2015:15:06:33</i>
11. NEF - Proof of Electronic Service	04-Feb-2015	<i>Extra Text: Transaction 4803595 - Approved By: NOREVIEW : 02-04-2015:16:25:16</i>
12. NEF - Proof of Electronic Service	04-Feb-2015	<i>Extra Text: Transaction 4803124 - Approved By: NOREVIEW : 02-04-2015:15:07:20</i>
13. NEF - Proof of Electronic Service	27-Jan-2015	<i>Extra Text: Transaction 4790038 - Approved By: NOREVIEW : 01-27-2015:11:00:55</i>
14. 1652 - Evaluations	27-Jan-2015	<i>Extra Text: SUBSTANCE ABUSE EVALUATION - Transaction 4789788 - Approved By: YLLOYD : 01-27-2015:10:59:53</i>
15. 1188 - Supreme Court Receipt for Doc	22-Jan-2015	<i>Extra Text: SUPREME COURT NO. 67210/RECEIPT FOR DOCUMENTS - Transaction 4784506 - Approved By: NOREVIEW : 01-22-2015:14:48:09</i>
16. NEF - Proof of Electronic Service	22-Jan-2015	<i>Extra Text: Transaction 4784511 - Approved By: NOREVIEW : 01-22-2015:14:48:59</i>
17. NEF - Proof of Electronic Service	22-Jan-2015	<i>Extra Text: Transaction 4785118 - Approved By: NOREVIEW : 01-22-2015:23:35:12</i>
18. 1188 - Supreme Court Receipt for Doc	22-Jan-2015	<i>Extra Text: SUPREME COURT NO. 67210/RECEIPT FOR DOCUMENTS - Transaction 4784506 - Approved By: NOREVIEW : 01-22-2015:14:48:09</i>
19. 4185 - Transcript	22-Jan-2015	<i>Extra Text: Transaction 4785117 - Approved By: NOREVIEW : 01-22-2015:23:34:22</i>
20. NEF - Proof of Electronic Service	16-Jan-2015	<i>Extra Text: Transaction 4778009 - Approved By: NOREVIEW : 01-16-2015:16:11:34</i>
21. 4500 - PSI - Confidential	16-Jan-2015	<i>Extra Text: Transaction 4777733 - Approved By: MELWOOD : 01-16-2015:16:10:38</i>
22. 1310E - Case Appeal Statement	13-Jan-2015	<i>Extra Text: Transaction 4772271 - Approved By: NOREVIEW : 01-13-2015:16:39:55</i>
23. 1350 - Certificate of Clerk	13-Jan-2015	<i>Extra Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 4772271 - Approved By: NOREVIEW : 01-13-2015:16:39:55</i>
24. NEF - Proof of Electronic Service	13-Jan-2015	<i>Extra Text: Transaction 4772275 - Approved By: NOREVIEW : 01-13-2015:16:40:55</i>
25. 2590 - Notice Withdrawal of Attorney	09-Jan-2015	<i>Extra Text: NOTICE OF WITHDRAWAL OF APPEARANCE AND REPRESENTATION AS COUNSEL OF RECORD</i>
26. SAB - **Supreme Court Appeal Bond	09-Jan-2015	<i>Extra Text:</i>
27. \$2515 - \$Notice/Appeal Supreme Court	09-Jan-2015	<i>Extra Text:</i>

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28. PAYRC - **Payment Receipted	09-Jan-2015	<i>Extra Text: A Payment of -\$34.00 was made on receipt DCDC484358.</i>
29. NEF - Proof of Electronic Service	08-Jan-2015	<i>Extra Text: Transaction 4764815 - Approved By: NOREVIEW : 01-08-2015:10:28:25</i>
30. 4075 - Substitution of Counsel	08-Jan-2015	<i>Extra Text: SEAN ALEXANDER, DDA / STATE - Transaction 4764666 - Approved By: MCHOLICO : 01-08-2015:10:27:31</i>
31. 3370 - Order ...	23-Dec-2014	<i>Extra Text: DENYING JUSTIN'S MOTION FOR RECONSIDERATION - Transaction 4748138 - Approved By: NOREVIEW : 12-23-2014:13:51:41</i>
32. NEF - Proof of Electronic Service	23-Dec-2014	<i>Extra Text: Transaction 4748142 - Approved By: NOREVIEW : 12-23-2014:13:52:41</i>
33. MIN - ***Minutes	12-Dec-2014	<i>Extra Text: Arraignment 12/9/14 - Transaction 4733933 - Approved By: NOREVIEW : 12-12-2014:13:24:51</i>
34. NEF - Proof of Electronic Service	12-Dec-2014	<i>Extra Text: Transaction 4733939 - Approved By: NOREVIEW : 12-12-2014:13:25:52</i>
35. 1785 - Guilty Plea Memo/Agreement	09-Dec-2014	<i>Extra Text: Transaction 4728619 - Approved By: NOREVIEW : 12-09-2014:15:21:22</i>
36. NEF - Proof of Electronic Service	09-Dec-2014	<i>Extra Text: Transaction 4728631 - Approved By: NOREVIEW : 12-09-2014:15:22:42</i>
37. 3795 - Reply...	08-Dec-2014	<i>Extra Text: REPLY IN SUPPORT OF MOTION FOR RECONSIDERATION AND/OR MOTION TO SET ASIDE JUDGMENT ENTERED PURSUANT TO NRCP-60(B)</i>
38. 3860 - Request for Submission	08-Dec-2014	<i>Extra Text: DOCUMENT TITLE: MOTION FOR RECONSIDERATION AND/OR MOTION TO SET ASIDE JUDGMENT PARTY SUBMITTING: RICHARD MOLEZZO DATE SUBMITTED: 12-8-14 SUBMITTED BY: S HAMBRIGHT DATE RECEIVED JUDGE OFFICE:</i>
39. NEF - Proof of Electronic Service	10-Nov-2014	<i>Extra Text: Transaction 4689075 - Approved By: NOREVIEW : 11-10-2014:12:04:32</i>
40. 1250 - Application for Setting	10-Nov-2014	<i>Extra Text: ARRAIGNMENT - DECEMBER 4, 2014 @ 9:00 AM - Transaction 4688948 - Approved By: MFERNAND : 11-10-2014:12:02:51</i>
41. 2460 - Mtn Set Aside Default Judg	23-Oct-2014	<i>Extra Text: MOTION FOR RECONSIDERATION AND/OR MOTION TO SET ASIDE JUDGMENT ENTERED PURSUANT TO NRCP 60(B)</i>
42. NEF - Proof of Electronic Service	06-Oct-2014	<i>Extra Text: Transaction 4638571 - Approved By: NOREVIEW : 10-06-2014:13:49:12</i>

43. \$1295 - \$Bail Forfeiture Judgment	06-Oct-2014	<i>Extra Text: AGAINST INTERNATIONAL FIDELITY INSURANCE COMPANY IN THE AMOUNT OF \$25,000.00 - BOND NO. IS30K-151744 - Transaction 4638563 - Approved By: NOREVIEW : 10-06-2014:13:48:12</i>
44. NEF - Proof of Electronic Service	03-Oct-2014	<i>Extra Text: Transaction 4636840 - Approved By: NOREVIEW : 10-03-2014:15:06:36</i>
45. 2842 - Ord Denying Motion	03-Oct-2014	<i>Extra Text: FOR EXONERATION OF BOND - Transaction 4636836 - Approved By: NOREVIEW : 10-03-2014:15:05:26</i>
46. NEF - Proof of Electronic Service	18-Sep-2014	<i>Extra Text: Transaction 4613246 - Approved By: NOREVIEW : 09-18-2014:11:57:07</i>
47. 3880 - Response...	18-Sep-2014	<i>Extra Text: RESPONSE TO MOTION FOR EXONERATION OF BAIL BOND - Transaction 4613093 - Approved By: SHAMBRIG : 09-18-2014:11:56:06</i>
48. 3860 - Request for Submission	11-Sep-2014	<i>Extra Text:</i>
49. 3860 - Request for Submission	11-Sep-2014	<i>Extra Text: DOCUMENT TITLE: ORDER EXONERATING BOND (ORDER ATTACHED AS EXHIBIT) PARTY SUBMITTING: RICHARD MOLEZZO, ESQ DATE SUBMITTED: 9-15-14 SUBMITTED BY: S HAMBRIG DATE RECEIVED JUDGE OFFICE:</i>
50. MIN - ***Minutes	02-Sep-2014	<i>Extra Text: STATUS HRG. DEFT. FTA'D -7/22/14 - Transaction 4587340 - Approved By: NOREVIEW : 09-02-2014:16:20:01</i>
51. NEF - Proof of Electronic Service	02-Sep-2014	<i>Extra Text: Transaction 4587350 - Approved By: NOREVIEW : 09-02-2014:16:20:57</i>
52. NEF - Proof of Electronic Service	22-Aug-2014	<i>Extra Text: Transaction 4573987 - Approved By: NOREVIEW : 08-22-2014:13:22:05</i>
53. 2490 - Motion ...	22-Aug-2014	<i>Extra Text: MOTION FOR EXONERATION OF BOND</i>
54. 4185 - Transcript	22-Aug-2014	<i>Extra Text: Transaction 4573985 - Approved By: NOREVIEW : 08-22-2014:13:21:14</i>
55. 1250 - Application for Setting	02-Jul-2014	<i>Extra Text: STATUS HEARING 7-24-14 AT 9:00 - Transaction 4500810 - Approved By: SHAMBRIG : 07-02-2014:12:29:37</i>
56. NEF - Proof of Electronic Service	02-Jul-2014	<i>Extra Text: Transaction 4501276 - Approved By: NOREVIEW : 07-02-2014:12:30:36</i>
57. 3725 - Proof ...	23-Jun-2014	<i>Extra Text: CERTIFIED MAIL - INTERNATIONAL FIDELITY INSURANCE - Transaction 4488686 - Approved By: SHAMBRIG : 06-23-2014:16:16:23</i>
58. NEF - Proof of Electronic Service	23-Jun-2014	<i>Extra Text: Transaction 4488712 - Approved By: NOREVIEW : 06-23-2014:16:17:20</i>

59. 3725 - Proof ...	19-Jun-2014	Extra Text: OF CERTIFIED MAIL RETURN REGARDING NOTICE AND ORDER OF BAIL FORFEITURE - Transaction 4483129 - Approved By: JYOST : 06-19-2014:09:14:05
60. NEF - Proof of Electronic Service	19-Jun-2014	Extra Text: Transaction 4483334 - Approved By: NOREVIEW : 06-19-2014:09:15:08
61. NEF - Proof of Electronic Service	15-Jun-2014	Extra Text: Transaction 4477156 - Approved By: NOREVIEW : 06-15-2014:21:17:59
62. 4185 - Transcript	15-Jun-2014	Extra Text: JUNE 10, 2014 MOTION TO ISSUE A BENCH WARRANT - Transaction 4477155 - Approved By: NOREVIEW : 06-15-2014:21:16:59
63. NEF - Proof of Electronic Service	12-Jun-2014	Extra Text: Transaction 4474666 - Approved By: NOREVIEW : 06-12-2014:14:50:10
64. 3725 - Proof ...	12-Jun-2014	Extra Text: OF CERTIFIED MAIL RECEIPT - NOTICE AND ORDER OF FORFEITURE (\$20,000.00 BOND FOR JUSTIN BROS.) - Transaction 4474390 - Approved By: YLLOYD : 06-12-2014:14:47:42
65. 2933 - Order for Bail Forfeiture	10-Jun-2014	Extra Text: Transaction 4470519 - Approved By: NOREVIEW : 06-10-2014:14:37:26
66. 2560 - Notice of Intent Forfeit Bail	10-Jun-2014	Extra Text: JUSTIN BROS - \$20,000.00 / BOND NO. IS30K-162345
67. NEF - Proof of Electronic Service	10-Jun-2014	Extra Text: Transaction 4469922 - Approved By: NOREVIEW : 06-10-2014:11:35:35
68. NEF - Proof of Electronic Service	10-Jun-2014	Extra Text: Transaction 4470525 - Approved By: NOREVIEW : 06-10-2014:14:38:25
69. MIN - ***Minutes	10-Jun-2014	Extra Text: 6/10/14 - ARRAIGNMENT - DEFENDANT FAILED TO APPEAR - Transaction 4469918 - Approved By: NOREVIEW : 06-10-2014:11:34:43
70. 1250E - Application for Setting eFile	27-May-2014	Extra Text: STATUS / ARRAIGNMENT ON JUNE 10, 2014 AT 9:00 A.M. - Transaction 4449371 - Approved By: NOREVIEW : 05-27-2014:13:42:44
71. NEF - Proof of Electronic Service	27-May-2014	Extra Text: Transaction 4449375 - Approved By: NOREVIEW : 05-27-2014:13:43:44
72. BAIL - **Bailbond Posted	16-May-2014	Extra Text:
73. SURR - **Bail Exon'd/Cert Surrender	14-May-2014	Extra Text: SLIP SENT 05/19/2014 AS30K-73200
74. 3725 - Proof ...	07-Apr-2014	Extra Text: PROOF OF RETURN ON CERTIFIED MAILING - NOTICE AND ORDER FOR BAIL FORFEITURE - Transaction 4375239 - Approved By: MCHOLICO : 04-07-2014:09:45:56
75. NEF - Proof of Electronic Service	07-Apr-2014	Extra Text: Transaction 4375315 - Approved By: NOREVIEW : 04-07-2014:09:48:08

76. 3725 - Proof ...	26-Mar-2014	<i>Extra Text: PROOF OF SERVICE REGARDING CERTIFIED RETURN RECEIPT RELATED TO NOTICE AND ORDER FOR BAIL FORFEITURE (JUSTIN BAIL BONDS AND BONAFIED BAIL BONDS) - Transaction 4359790 - Approved By: SHAMBRIG : 03-26-2014:08:06:56</i>
77. NEF - Proof of Electronic Service	26-Mar-2014	<i>Extra Text: Transaction 4359810 - Approved By: NOREVIEW : 03-26-2014:08:07:41</i>
78. 1300 - Bench Warrant Filed-Case Clsd	21-Mar-2014	<i>Extra Text: BAIL \$50,000 CASH ONLY - Transaction 4353976 - Approved By: NOREVIEW : 03-21-2014:10:54:05</i>
79. 2528 - Not/Doc/Rc'd/Not/Cons/by Crt	21-Mar-2014	<i>Extra Text: PROOF OF MAILING - CERTIFIED RETURN RECEIPT FOR NOTICE AND ORDER OF BAIL FORFEITURE - Transaction 4354440 - Approved By: NOREVIEW : 03-21-2014:13:26:12</i>
80. NEF - Proof of Electronic Service	21-Mar-2014	<i>Extra Text: Transaction 4353989 - Approved By: NOREVIEW : 03-21-2014:10:56:15</i>
81. NEE - Proof of Electronic Service	21-Mar-2014	<i>Extra Text: Transaction 4354446 - Approved By: NOREVIEW : 03-21-2014:13:27:57</i>
82. 2933 - Order for Bail Forfeiture	19-Mar-2014	<i>Extra Text: \$25,000.00 BAIL BOND - Transaction 4349589 - Approved By: NOREVIEW : 03-19-2014:09:18:59</i>
83. 2933 - Order for Bail Forfeiture	19-Mar-2014	<i>Extra Text: \$20,000.00 BAIL BOND - Transaction 4349578 - Approved By: NOREVIEW : 03-19-2014:09:15:04</i>
84. NEF - Proof of Electronic Service	19-Mar-2014	<i>Extra Text: Transaction 4349642 - Approved By: NOREVIEW : 03-19-2014:09:27:21</i>
85. NEF - Proof of Electronic Service	19-Mar-2014	<i>Extra Text: Transaction 4349609 - Approved By: NOREVIEW : 03-19-2014:09:20:32</i>
86. MIN - ***Minutes	18-Mar-2014	<i>Extra Text: 3/18/14 - ARRAIGNMENT - DEFENDANT FAILED TO APPEAR - Transaction 4348430 - Approved By: NOREVIEW : 03-18-2014:13:33:59</i>
87. 2560 - Notice of Intent Forfeit Bail	18-Mar-2014	<i>Extra Text: \$25,000.00 POSTED BOND</i>
88. 2560 - Notice of Intent Forfeit Bail	18-Mar-2014	<i>Extra Text: \$20,000.00 POSTED BOND</i>
89. FIE - **Document Filed in Error	18-Mar-2014	<i>Extra Text: Transaction 4349214 - Approved By: NOREVIEW : 03-18-2014:17:27:19</i>
90. NEF - Proof of Electronic Service	18-Mar-2014	<i>Extra Text: Transaction 4348440 - Approved By: NOREVIEW : 03-18-2014:13:35:44</i>
91. NEF - Proof of Electronic Service	18-Mar-2014	<i>Extra Text: Transaction 4349217 - Approved By: NOREVIEW : 03-18-2014:17:28:40</i>
92. BAIL - **Bailbond Posted	03-Feb-2014	<i>Extra Text:</i>

95

93. 3370 - Order ...	31-Jan-2014	Extra Text: RECOMMENDATION REVOKING SUPERVISED BAIL AND ORDER
94. NEF - Proof of Electronic Service	30-Jan-2014	Extra Text: Transaction 4283968 - Approved By: NOREVIEW : 01-30-2014:16:47:14
95. MIN - ***Minutes	30-Jan-2014	Extra Text: 1/30/14 - ARRAIGNMENT - CONTINUED - Transaction 4283955 - Approved By: NOREVIEW : 01-30-2014:16:43:53
96. 1800 - Information	17-Jan-2014	Extra Text: Transaction 4264651 - Approved By: SHAMBRIG : 01-17-2014:11:03:38
97. NEF - Proof of Electronic Service	17-Jan-2014	Extra Text: Transaction 4264814 - Approved By: NOREVIEW : 01-17-2014:11:07:15
98. 4265 - Waiver of Preliminary Exam	17-Jan-2014	Extra Text: Transaction 4264651 - Approved By: SHAMBRIG : 01-17-2014:11:03:38
99. NEF - Proof of Electronic Service	14-Jan-2014	Extra Text: Transaction 4255833 - Approved By: NOREVIEW : 01-14-2014:11:21:20
100. 1491 - Court Services Report	14-Jan-2014	Extra Text: Transaction 4255684 - Approved By: JYOST : 01-14-2014:11:15:17
101. BAIL - **Bailbond Posted	10-Jan-2014	Extra Text:

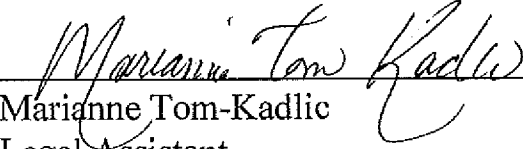
CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I certify that I am an employee of LAW
OFFICES OF RICHARD F. CORNELL, and that on this date I caused a true and
correct copy of the foregoing document to be delivered by Reno Carson

Messenger Service, addressed to:

Keith Munro
Washoe County District Attorney's Office
Civil Division
One S. Sierra St., 7th Floor
Reno, NV 89501

DATED this 17th day of February, 2015.



Marianne Tom-Kadlic
Legal Assistant

Exhibit 12

**ACKNOWLEDGEMENT OF SURRENDER OF DEFENDANT BY
BAIL ENFORCEMENT AGENT**

Surrendered to law enforcement agency of the

State of : NEVADA

Sheriffs Department

County of : WASHOE

Or

Police Department

City of : N/A

Court: SECOND JUDICIAL DISTRICT

Bond #: IS30K-162345

Amount: \$20,000.00

Bail Agency: JUSTIN BROS BAIL

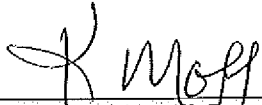
Surety: INTERNATIONAL FIDELITY

Case #: CR14-0058

Defendant: DUPREE, NORMAN DEMETRIUS / Date of Birth: 06-29-1977 / SSN: 530-21-9419

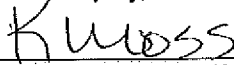
Charged with: SELL SCHEDULE 1 OR 2 CONTROLLED SUBSTANCE, 2ND OFFENSE
(FELONY).

I hereby certify and declare under penalty of perjury by signature below that the above named defendant is now in custody of the law enforcement agency described above.


Signature of Sheriff, Deputy, Jailer, Peace Officer, or Clerk

Dated: 11/6/14

ID #: 1586


Printed name of person verifying custody

Bond surrender made by:

DOUGLAS M. LEWIS

NEVADA BAIL ENFORCEMENT AGENT, LICENSE # 60996

235 S. MAINE ST. # 248

FALLON, NV. 89406

TEL: (775) 721-1909/ FAX: (775) 546-6169

I hereby certify and declare under penalty of perjury by my signature below that the above named defendant is now in custody of the law enforcement agency described above.

Signature: 

TWO COPIES TO BOOKING - TWO COPIES TO BAIL AGENCY

Exhibit 13

1 CODE 3880
2 KEITH G. MUNRO
3 Deputy District Attorney
4 Bar No. 5074
5 P.O. Box 11130
6 Reno, NV 89520-0027
7 (775) 337-5700

8 ATTORNEY FOR STATE OF NEVADA

9 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
10 **IN AND FOR THE COUNTY OF WASHOE**

11 * * *

12 THE STATE OF NEVADA,

13 Plaintiff,

14 vs.

Case No. CR14-0058

15 NORMAN DEMETRIUS DUPREE,

Dept. No. 1

16 Defendant,

17 _____ /
18 RICHARD JUSTIN dba JUSTIN BRO.
19 BAIL BONDS and INTERNATIONAL
20 FIDELITY INSURANCE COMPANY,

21 _____ /
22 Real Parties in Interest.

23 **RESPONSE TO MOTION TO DECLARE JUDGMENT OF OCTOBER 6, 2014,**
24 **UNENFORCEABLE AND/OR COMPLETELY SATISFIED,**
25 **AND TO EXONERATE BAIL BOND NO. 1S30K-151744**

26 The State of Nevada, by and through counsel, Christopher J.
Hicks, Washoe County District Attorney, and Keith G. Munro,
Deputy District Attorney, responds to the motion to declare
judgment of October 6, 2014, unenforceable and/or completely
satisfied, and to exonerate bail bond no. 1S30K-151744. This
response is made and based upon the attached points and
authorities, and all other pleadings, papers and exhibits on
file in this case.

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Exhibit 14

FILED

2015 FEB 24 PM 12:58

JACQUELINE BRYANT
CLERK OF THE COURT

BY K. Jones
DEPUTY

1 Code: 3845
2 Richard F. Cornell, Esq.
3 150 Ridge Street, Second Floor
4 Reno, NV 89501
5 (775) 329-1141
6 State Bar #1553
7 Attorney for Plaintiff

8 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF
9 NEVADA IN AND FOR THE COUNTY OF WASHOE

10 STATE OF NEVADA,

11 Plaintiff,

Case No.: CR14-0058

12 vs.

Dept. No.: 1

13 NORMAN DEMETRIUS DUPREE,

14 Defendant.
15 _____/

16
17 REQUEST FOR HEARING

18 COME NOW, Real Parties in Interest, Richard Justin dba Justin Bros. Bail
19 Bonds and International Fidelity Insurance Company, and request a hearing in the
20

21 ///

22 ///

23 ///

24 ///


1 nature of oral argument on his/its Motion to Declare Judgment of October 6, 2014
2 unenforceable and/or completely satisfied, and to exonerate bail bond no. 1S30K-
3
4 151744.

5 The undersigned avers that there are no social security numbers in this
6
7 document.

8 DATED this 24 day of February, 2015.

9
10 Respectfully submitted,

11 LAW OFFICES OF RICHARD F. CORNELL
12 150 Ridge Street, Second Floor
13 Reno, NV 89501

14 By: 
15 Richard F. Cornell
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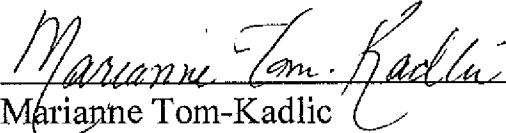
CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I certify that I am an employee of LAW
OFFICES OF RICHARD F. CORNELL, and that on this date I caused a true and
correct copy of the foregoing document to be delivered by Reno Carson

Messenger Service, addressed to:

Keith Munro
Washoe County District Attorney's Office
Civil Division
One S. Sierra St., 7th Floor
Reno, NV 89501

DATED this 24th day of February, 2015.



Marianne Tom-Kadlic
Legal Assistant

Exhibit 15

FILED
Electronically
2015-03-10 03:17:49 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 4854279

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

THE STATE OF NEVADA,

Plaintiff,

vs.

Case No. CR14-0058

Dept. No. 1

NORMAN DEMETRIUS DUPREE,

Defendant.

ORDER

On August 22, 2014, Richard Justin (Justin), dba Justin Bros Bail Bonds, Real Party in Interest and agent acting on behalf of International Fidelity Insurance Company, by and through Counsel, Richard Molezzo, Esq., filed a *Motion for Exoneration of Bond* pursuant to NRS 176A.330. On October 3, 2014, the Court entered an *Order* denying Justin's *Motion* because the Defendant had not appeared before the Court since January 30, 2014.

On October 23, 2014, Justin filed a *Motion for Reconsideration*. On December 8, 2014, Justin filed a *Reply* and submitted the matter for the Court's decision. On December 23, 2014, this Court denied Justin's *Motion for Reconsideration* finding Justin failed to present substantially different evidence, persuasive legal authority, nor demonstrated that the court was clearly erroneous.

On February 17, 2015, Justin, by and through counsel, Richard F. Cornell, Esq., filed a *Motion to Declare Judgment of October 6, 2014 Unenforceable and/or Completely Satisfied, and to*

1 forfeiture. Upon release, the Washoe County Sheriff's Office provided Dupree with paperwork that
2 instructed him to contact the Court or his Counsel to obtain the date of his next court appearance.

3 Dupree's arraignment was scheduled to occur June 10, 2014, which allowed defendant's
4 counsel sufficient time within which to contact Dupree. However, Dupree, once again, failed to
5 appear on June 10, 2014. During the June 10, 2014, hearing, the Court ordered Bond Number 3
6 (posted by Justin Bros. Bail Bonds) be forfeited. Justin Bros. Bail Bonds was notified via certified
7 mail of said order.

8 On December 8, 2014, Dupree was surrendered on Justin's second bond. Justin did not timely
9 address the forfeiture of Bond Number 1, 1S30K-151744.

10 On December 9, 2014, Dupree pled guilty and was sentenced on February 5, 2015.

11 Justin alleges bail bond no. 1S30K-151744 was exonerated by operation of law when Dupree
12 was remanded into custody in January of 2014. Justin relies upon *People v. International Fidelity*
13 *Insurance Co.*, 138 Cal. Rptr.3d 883 (Cal. App. 2012), to support this assertion. The Court notes
14 California law is not binding on this Court. In *International Fidelity Insurance*, the Court of
15 Appeals found a bond could not be reinstated without notice to the surety after the defendant had
16 been remanded into custody. *Id.* at 885. Additionally, the Court of Appeals held the bond was
17 exonerated by operation of law pursuant to Cal. Penal Code section 1305(c)(1), which requires the
18 court to direct forfeiture to be vacated and a bond exonerated if the defendant appears voluntarily in
19 custody within the 180 days of the date of forfeiture, and if the court fails to do so, the bond shall be
20 vacated and exonerated by operation of law. *Int'l Fid. Ins. Co.*, 138 Cal. Rptr 3d 886-87. Nevada
21 law does not provide such a mechanism for exoneration of a bond, nor does Justin point to any
22 Nevada statute or case authority to support the reasoning followed by the California Court of
23 Appeals.

24 Justin relies upon NRS 178.509(1)(a) which provides that when a defendant fails to appear,
25 "the court shall not exonerate the surety before the date of forfeiture" unless the defendant appears
26 before the court and the court determines the defendant has presented a satisfactory excuse or the
27 surety did not in any way cause or aid the absence of the defendant. However, on January 31, 2014,
28 when Dupree was remanded to custody he did not appear before the court, but was remanded based

1 *Exonerate Bail Bond No. 1S30K-151744.* The State filed a response and Justin submitted the matter
2 for the court's decision.

3 On September 19, 2013, Justin Bros. Bail Bonds issued Bond No. 1S30K-151744 (Bond
4 Number 1) to Norman Dupree. While out of custody on Bond Number 1, Dupree appeared before
5 the Court for an arraignment on January 30, 2014. During the hearing, the Court ordered Dupree to
6 be tested for drug use, as it appeared to the Court that Dupree was under the influence of a narcotic.
7 Following a positive finding of cocaine and marijuana, Dupree's status was changed from bail to
8 supervised bail. Dupree was ordered to be supervised by Pretrial Services. The arraignment was
9 continued to March 18, 2014, in hopes Dupree would appear clean and sober.

10 On January 31, 2014, Dupree was remanded to custody based upon a pretrial supervision
11 violation, but Dupree did not appear before the Court at that time. The violation order and request
12 for remand were sent to chambers for the Judge's signature. The Court set bail at Twenty Thousand
13 Dollars (\$20,000). On February 3, 2014, Dupree posted the Twenty Thousand Dollar (\$20,000)
14 bail bond (AS30K-73200) (Bond Number 2) through Bonafide Bail Bonds. During Dupree's time
15 of incarceration from January 31, 2014, through February 3, 2014, Justin Bros. Bail Bonds never
16 attempted to surrender Bond Number 1.

17 Subsequently, Dupree failed to appear for the March 18, 2014, arraignment and the Court
18 ordered a bench warrant be issued and set bail at Fifty Thousand Dollars (\$50,000) cash only. The
19 *Bench Warrant* was filed on March 21, 2014. The Court further ordered both previously posted bail
20 bonds be forfeited, i.e., Bond Number 1 and Bond Number 2. *See Ex. 1 Notice of Intent to Forfeit,*
21 *March 18, 2014.* Both Justin Bros. Bail Bonds and Bonafide Bail Bonds were notified via certified
22 mail of said order. *See Ex. 2 Proof of Mailing.*

23 On May 14, 2014, Bonafide Bail Bonds surrendered Dupree to the custody of the Washoe
24 County Sheriff's Office, at which point their bond was exonerated.


25 On May 15, 2014, Dupree posted bail bond (1S30K-162345) (Bond Number 3) through Justin
26 Bros. Bail Bonds. At this point, Justin Bros. Bail Bonds still did not seek to surrender Bond
27 Number 1, but instead posted Bond Number 3. Justin Bros. knew or should have known that
28 forfeiture was pending on Bond Number 1 because the Court had already sent certified notices of

1 upon a pretrial supervision violation. During Dupree's time of incarceration from
2 January 31, 2014, through February 3, 2014, Justin never attempted to surrender the bond. There is
3 no support in NRS 178.509(1) for finding automatic exoneration through operation of law.

4 The Court has considered the motion and other papers in their entirety. The Court finds
5 Justin has not presented persuasive legal authority, nor have they demonstrated that the Court's
6 decision was clearly erroneous. Accordingly, and good cause appearing, Justin's *Motion to Declare*
7 *Judgment of October 6, 2014 Unenforceable and/or Completely Satisfied, and to Exonerate Bail*
8 *Bond No. 1S30K-151744* is DENIED.

9 IT IS SO ORDERED.

10 DATED this 10th day of March 2015

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13 
14 JANET J. BERRY
District Judge
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CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe; that on this 6th day of March 2015, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

Zack Young/Travis Lucia, Deputies District Attorney
Washoe County District Attorney's Office

Carl Hylin/Donald White, Deputies Public Defender
Washoe County Public Defender's Office

Richard F. Cornell, Esq.


Tiffany Clements

Exhibit 16



SECOND JUDICIAL DISTRICT COURT
STATE OF NEVADA
WASHOE COUNTY

1533

75 COURT STREET
RENO, NEVADA 89520-3083
(775) 328-3110

March 11, 2015

International Fidelity Insurance Company
1 Newark Center - 20th Floor, Bond Dept.
Newark, NJ 07102

Justin Brothers Bail Bonds
235 South Sierra Street
Reno, NV 89501

Re: Bail Forfeiture Judgment in CR14-0058 (Norman Demetrius Dupree)
Bond Number: IS30K-151744

Dear Agent:

Please find enclosed a certified copy of the Order dated March 10, 2015 and a certified copy of the Bail Forfeiture Judgment dated October 6, 2014, filed in the case named above. In order to avoid a suspension being placed on your company, please remit payment within ten (10) business days from the date of this letter for the full bond amount. Payment in the amount of \$25,000.00 must be received no later than 4:00 p.m. on the tenth business day, March 25, 2015.

Should you have any questions, please contact me at (775) 328-3569 or by email at cathy.hill@washoecourts.us.

Sincerely,

THIS CHECK HAS A COLORED PATTERN BACKGROUND AND CONTAINS SECURITY FEATURES WITHIN THE PAPER

AIA Holdings, Inc.
Richard Justin BUF Trust
P.O. Box 9810
Calabasas, CA 91372-9810

Merrill Lynch
Bank Of America
1040 Stony Hill Road, Suite 150
Yardley, PA 19067-5557

5039

87-176/843

3/24/2015

PAY TO THE
ORDER OF Reno Second Judicial District Court

\$25,000.00**

Twenty-Five Thousand Dollars And 00/100***** DOLLARS

PAID under Protest RJD
MEMO: Dupree, Norman IS30K151744 CR14-0058

⑈ 5039 ⑈ ⑆084301767⑆ 041174672767

IN THE SUPREME COURT OF THE STATE OF NEVADA

★ ★ ★ ★ ★

Electronically Filed
Apr 13 2015 02:09 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

RICHARD JUSTIN,
JUSTIN BROS BAIL BONDS,
and INTERNATIONAL FIDELITY
INSURANCE COMPANY,

CASE NO. 67786

Petitioners,

v.

JANET J. BERRY, IN HER OFFICIAL
CAPACITY AS DEPARTMENT 1 OF
THE SECOND JUDICIAL DISTRICT
OF THE STATE OF NEVADA,

Respondent,

_____ /

THE STATE OF NEVADA,

Respondent.

_____ /

EXHIBITS TO PETITION FOR WRIT OF MANDAMUS

**RICHARD JUSTIN,
DBA JUSTIN BROS. BAIL BONDS AND
INTERNATIONAL FIDELITY INSURANCE COMPANY
CASE NO.**

EXHIBITS TO ORIGINAL PETITION FOR WRIT OF MANDAMUS

NO.	DESCRIPTION	DATE	PAGES
1	Various Washoe County Jail Inmate Booking and Release Forms for Norman DeMetrius Dupree and Bond IS30K-162345	9-18-13 1-31-14 5-14-14 5-15-14	1-7
2	Notice of Intent to Forfeit	3-18-14	8-9
3	Order of Bail Forfeiture	3-19-14	10-14
4	Motion for Exoneration of Bond	8-22-14	15-19
5	Response to Motion for Exoneration of Bail Bond	9-18-14	20-22
6	Order	10-03-14	23-26
7	Bail Forfeiture Judgment	10-06-14	27-28
8	Motion for Reconsideration and/or Motion to Set Aside Judgment Entered Pursuant to NRCP 60(B)	10-23-14	29-54
9	Reply in Support of Motion for Reconsideration [etc.]	12-08-14	55-60
10	Order	12-23-14	61-63
11	Motion to Declare Judgment of October 6, 2014 Unenforceable and/or Completely Satisfied, and to Exonerate Bail Bond No. IS30K-151744	2-17-15	64-97
12	Acknowledgment of Surrender of Defendant by Bail Enforcement Agent	11-16-14	98

13	Response to Motion to Declare Judgment [etc.]	2-19-15	99-101
14	Request for Hearing	2-24-15	102-104
15	Order	3-10-15	105-109
16	Demand Letter of Second Judicial District Payment Under Protest	3-11-15 3-24-15	110

Exhibit 1

Washoe County Jail

Inmate Release Information Form

Booking Name DUPREE, NORMAN DEMETRIUS				Jail ID# P-8533	Booking No 13-14785	Booking Date 09/18/2013	Booking Time 12:32
MNI 269437	Fac WC	Unit H07	Cell 14	Rls Reason BAIL		Release Date 09/19/2013	Release Time 00:51

Charge 1

Authority ARREST	NOC/Charge 52948	Charge Literal FAIL TO REGISTER BY	PCN WCAS0001252C
Court RENO JUSTICE COURT, ONE SOUTH SIERRA ST, RENO, NV 89520			
Bail Amount \$500.00		Rls Condition	
Court Date 10/16/2013	Court Time 09:30	Disp Type BAIL	
Disposition Date 09/18/2013	Disp Time 22:10		
Remarks JUSTIN BROS BAIL BONDS			

Charge 2

Authority ARREST	NOC/Charge 56330	Charge Literal RESIST PUB OFF	PCN WCAS0001252C
Court RENO JUSTICE COURT, ONE SOUTH SIERRA ST, RENO, NV 89520			
Bail Amount \$500.00		Rls Condition	
Court Date 10/16/2013	Court Time 09:30	Disp Type BAIL	
Disposition Date 09/18/2013	Disp Time 22:11		
Remarks JUSTIN BROS BAIL BONDS			

Charge 3

Authority ARREST	NOC/Charge 51127	Charge Literal POSS SCH I, II, III, IV	PCN WCAS0001252C
Court RENO JUSTICE COURT, ONE SOUTH SIERRA ST, RENO, NV 89520			
Bail Amount \$5,000.00		Rls Condition	
Court Date 10/16/2013	Court Time 09:30	Disp Type BAIL	
Disposition Date 09/18/2013	Disp Time 22:12		
Remarks JUSTIN BROS BAIL BONDS			

Charge 4

Authority ARREST	NOC/Charge 51137	Charge Literal POSS <= 1 OZ MARIJUA	PCN WCAS0001252C
Court RENO JUSTICE COURT, ONE SOUTH SIERRA ST, RENO, NV 89520			
Bail Amount \$500.00		Rls Condition	
Court Date 10/16/2013	Court Time 09:30	Disp Type BAIL	
Disposition Date 09/18/2013	Disp Time 22:11		
Remarks JUSTIN BROS BAIL BONDS			

THIS REPORT NOT
TO BE REPRODUCED

Washoe County Jail

Inmate Release Information Form

Charge 5

Authority ARREST	NOC/Charge 51093	Charge Literal SELL SCH I OR II C/S	PCN WCAS0001252C
Court RENO JUSTICE COURT, ONE SOUTH SIERRA ST, RENO, NV 89520			
Bail Amount \$20,000.00		Reis Condition	
Court Date 10/16/2013	Court Time 09:30	Disp Type BAIL	
Disposition Date 09/18/2013	Disp Time 22:12		
Remarks JUSTIN BROS BAIL BONDS			

If I am released on my Own Recognizance, or by bail posted, I hereby promise to appear in the Court, and on the date and time, that are shown on the charges indicated above with the court name, address, appearance date, and appearance time printed with each. I am fully aware that my Failure to Appear to any of the above mentioned dates will result in my arrest, and an additional charge being placed against me. If I should leave the Court's Jurisdiction, I hereby waive all rights and any formal requirements that relate to extradition proceedings; and further, I will be responsible for any and all expenses relating to my return to this jurisdiction.

I further acknowledge that I understand that any Court of competent jurisdiction may revoke this order of release without bail, without notice, and may order me into custody or require me to furnish bail, or otherwise, in order to ensure my appearance.

Release Prepared By _____

Defendant's Signature _____

Sergeant's Signature _____

THIS REPORT NOT
TO BE REPRODUCED

Washoe County Jail									
Inmate Booking Information Form									
Jail ID# P-8533	Booking No 14-1814	Soc [REDACTED]	MNI 269437	Booking Date 01/31/2014	Booking Time 14:00				
Name DUPREE, NORMAN DEMETRIUS									
Booking Name DUPREE, NORMAN									
Address 4535 MT BACHELOR DR			City SPARKS		State NV	Zip Code 89431			
Race BLACK			Sex M	Height 5'10"	Weight 155#	Hair Color BLK	Eye Color BRO		
Total Charges 1	Unsentenced	Sentenced	Holds	State Hold		Federal Hold			
DOB 06/29/1977									
Place Of Birth City RENO			Place Of Birth State NEVADA						
Occupation LABOR			Employer UNEMPLOYED						
Arrest Agency SECOND JUDICIAL DISTRICT COURT				Arrest Date 01/31/2014		Arrest Time 13:00			
Vehicle Stored At: N/A									
Charge 1									
NOC/Charge 51093		Charge Literal SELL SCH I OR II C/S, 2ND			3599NV		Level F		
Court SECOND JUDICIAL DISTRICT COURT DEPT 1						OCA# 13-5736			
Warrant No		Warrant Agency							
PCN WCAS0001252C	Bail Amount \$20,000.00	Bail Type BB	Court Case No CR14-0058						
Remarks REBKD FROM 13-14785 - O/R REVKD PER JUDGE HARDY 01/31/14 BONA FIDE									
BAIL BONDS									
TOTALS									
Bail Fees \$20,000.00		Total Fees for All Current Charges \$20,000.00							

UNLAWFUL DISSEMINATION OF THIS
RESTRICTED INFORMATION IS PROHIBITED.
VIOLATION WILL SUBJECT THE OFFENDER
TO CRIMINAL AND CIVIL LIABILITY.

REL TO: Doug Lewis @ Run Can't Hide
Bail Bonds
DATE: 10/21/14
WASHOE COUNTY SHERIFF'S OFFICE
BY: [Signature] 4266

**THIS REPORT NOT
TO BE REPRODUCED**

Washoe County Jail

Inmate Release Information Form

Booking Name DUPREE, NORMAN				Jail ID# P-8533	Booking No 14-1814	Booking Date 01/31/2014	Booking Time 14:00
MNI 269437	Fac WC	Unit INK	Cell 0001	Rls Reason BAIL		Release Date 01/31/2014	Rel Time 21:34

Charge 1

Authority REBOOK	NOC/Charge 51093	Charge Literal SELL, SON I OR II C/S	PCN WCAS0001252C
----------------------------	----------------------------	--	----------------------------

Court SECOND JUDICIAL DISTRICT COURT DEPT 1, 75 COURT ST, RENO, NV 89520
--

Bail Amount \$20,000.00	Rls Condition
-----------------------------------	---------------

Court Date 03/18/2014	Court Time 09:00	Disp Type BAIL
---------------------------------	----------------------------	--------------------------

Disposition Date 01/31/2014	Disp Time 19:40
---------------------------------------	---------------------------

Remarks REBKD FROM 13-14785 - O/R REVKD PER JUDGE HARDY 01/31/14 BONA FIDE
--

BAIL BONDS

If I am released on my Own Recognizance, or by bail posted, I hereby promise to appear in the Court, and on the date and time, that are shown on the charges indicated above with the court name, address, appearance date, and appearance time printed with each. I am fully aware that my Failure to Appear to any of the above mentioned dates will result in my arrest, and an additional charge being placed against me. If I should leave the Court's Jurisdiction, I hereby waive all rights and any formal requirements that relate to extradition proceedings; and further, I will be responsible for any and all expenses relating to my return to this jurisdiction.

I further acknowledge that I understand that any Court of competent jurisdiction may revoke this order of release without bail, without notice, and may order me into custody or require me to furnish bail, or otherwise, in order to ensure my appearance.

Release Prepared By _____

Defendant's Signature _____

Sergeant's Signature _____

THIS REPORT NOT
TO BE REPRODUCED

Washoe County Jail									
Inmate Booking Information Form									
Jail ID# P-8533	Booking No 14-7928	Soc [REDACTED]	MNI 269437	Booking Date 05/14/2014	Booking Time 18:35				
Name DUPREE, NORMAN DEMETRIUS									
Booking Name DUPREE, NORMAN									
Address 4535 MT BACHELOR DR			City SPARKS		State NV	ZIP Code 89436			
Race BLACK			Sex M	Height 5'10"	Weight 155#	Hair Color BLK	Eye Color BRO		
Total Charges 1	Unsentenced	Sentenced	Holds		State Hold	Federal Hold			
DOB 06/29/1977									
Place Of Birth City RENO			Place Of Birth State NEVADA						
Occupation CAREGIVER			Employer UNEMPLOYED						
Arrest Agency BAIL BOND SURRENDER					Arrest Date 05/14/2014	Arrest Time 17:45			
Vehicle Stored At: NA									
Charge 1									
NOC/Charge 51093		Charge Literal SELL SCH I OR II C/S, 2ND				3599NV		Level F	
Court SECOND JUDICIAL DISTRICT COURT DEPT 1						OCA# 13-5736			
Warrant No		Warrant Agency							
PCN WCAS0001252C	Bail Amount \$20,000.00	Bail Type BB	Court Case No CR14-0058						
Remarks REBOOK BOND SURRENDER: BONAFIDE BAIL BONDS. BCA#:14-1814.5/15/14									
JUSTIN BROS BAIL BONDS.									
TOTALS									
Bail Fees \$20,000.00		Total Fees for All Current Charges \$20,000.00							

UNLAWFUL DISSEMINATION OF THIS
RESTRICTED INFORMATION IS PROHIBITED.
VIOLATION WILL SUBJECT THE OFFENDER
TO CRIMINAL AND CIVIL LIABILITY.

REL TO: Doug Lewis & Bail Bonds *Run Can't Hide*
DATE: 10/21/14
WASHOE COUNTY SHERIFF'S OFFICE
BY: Jul 4266

THIS REPORT NOT
TO BE REPRODUCED

Washoe County Jail

Inmate Release Information Form

Booking Name DUPREE, NORMAN				Jail ID# P-8533	Booking No 14-7928	Booking Date 05/14/2014	Booking Time 18:35
MNI 269437	Fac WC	Unit H07	Cell 06	Rls Reason BAIL		Release Date 05/15/2014	Relis Time 02:15

Charge 1

Authority REBOOK	NOC/Charge 51093	Charge Literal SELL SCH I OR II C/S	PCN WCAS0001252C
----------------------------	----------------------------	---	----------------------------

Court SECOND JUDICIAL DISTRICT COURT DEPT 1, 75 COURT ST, RENO, NV 89520
--

Bail Amount \$20,000.00	Relis Condition
-----------------------------------	-----------------

Court Date	Court Time	Disp Type BAIL
------------	------------	--------------------------

Disposition Date 05/15/2014	Disp Time 00:41
---------------------------------------	---------------------------

Remarks REBOOK BOND SURRENDER: BONAFIDE BAIL BONDS. BCA#:14-1814.5/15/14
--

JUSTIN BROS BAIL BONDS.

If I am released on my Own Recognizance, or by bail posted, I hereby promise to appear in the Court, and on the date and time, that are shown on the charges indicated above with the court name, address, appearance date, and appearance time printed with each. I am fully aware that my Failure to Appear to any of the above mentioned dates will result in my arrest, and an additional charge being placed against me. If I should leave the Court's Jurisdiction, I hereby waive all rights and any formal requirements that relate to extradition proceedings; and further, I will be responsible for any and all expenses relating to my return to this jurisdiction.

I further acknowledge that I understand that any Court of competent jurisdiction may revoke this order of release without bail, without notice, and may order me into custody or require me to furnish bail, or otherwise, in order to ensure my appearance.

Release Prepared By _____

Defendant's Signature _____

Sergeant's Signature _____

*THIS REPORT NOT
TO BE REPRODUCED*

the original Power of Attorney
will bind this Surety.

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
P.O. BOX 9810, CALHOUN, GA 31722-9810 (800) 935-2245

POWER NUMBER **K1530K-162345**

THIS POWER VOID IF NOT USED BY: **October 31, 2014**

POWER AMOUNT **\$ 830,000**

KNOW ALL MEN BY THESE PRESENTS, that INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New Jersey, has constituted and appointed, and does hereby constitute and appoint, its true and lawful Attorney-in-Fact with full power and authority to sign the company name and corporate seal to and deliver on its behalf as surety, any and all obligations as herein provided, and the execution of such obligations in pursuance of the presents shall be as binding upon the company as fully and to all intents and purposes as if done by the regularly elected officers of said company at its home office in the town of Calhoun, Georgia, and the said company hereby ratifies and confirms all and whatsoever its said Attorney-in-Fact may lawfully do and perform in the premises by virtue of these presents.

THIS POWER OF ATTORNEY IS VOID IF A **CRIMINAL** **BOND** OF THE COMPANY SHALL NOT EXCEED THE SUM OF **THIRTY THOUSAND*******

AND MAY BE EXECUTED FOR RECOGNIZANCE **CRIMINAL BOND** ONLY.

Authority of such Attorney-in-Fact is limited to the execution of bonds and cannot be construed to guarantee Defendant's future lawful conduct, adherence to trial limitation, fines, restitution, payments or penalties, or any other conditions imposed by a court not specifically stated in court appearances. A separate Power of Attorney must be attached to each bond executed. Powers of Attorney must be returned to Attorney-in-Fact, but should remain a permanent part of the court records.

Bond Amt: **20,000.00** Date Executed **5/15/14**

Defendant **NORMAN, Duane** DOB

Case # **CR14 0058** Appearance Date **TO BE SET**

Offense **2nd DEGREE BURGLARY**

Court County **23 DEPT. WASHOE**

Court City **20061 Reno** Court State **NV** Div/Dept. Received By

If rewrite, give orig. power to **INCREASE** ☐ Increase ☐ Decrease

Executing Agent **[Signature]**

Notice: Statement of Powers is strictly prohibited. No more than one power from this surety may be used to post any one bail amount.

IN WITNESS WHEREOF, said INTERNATIONAL FIDELITY INSURANCE COMPANY, by virtue of authority conferred by its Board of Directors, has caused these presents to be signed with its corporate seal, signed by its Chairman of the Board and attested by its Secretary, this 23rd day of March, 2014.

[Signature]
President
[Signature]
Secretary

NOT VALID FOR IMMIGRATION



01904116

Form # IFI 0100 (9/06)

AGENT COPY

Exhibit 2

1. Code: 2560

P11-13R
FILED

3/18/2014 9:59:31AM

Joey Orduna Hastings

BY

DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF
NEVADA

STATE OF NEVADA,

Plaintiff,

Case No. CR14-0058

vs.

Dept No. D1

NORMAN DEMETRIUS DUPREE,

Defendant.

NOTICE OF INTENT TO FORFEIT

To: INTERNATIONAL FIDELITY INSURANCE COMPANY

NOTICE IS HEREBY GIVEN that the Defendant has failed to appear in Court on
3/18/2014, effecting a breach of condition of your \$25,000.00, Bond No. IS30K-151744.

According to law, in 180 days, the Court shall declare a forfeiture of the bail. (N.R.S.
178.506, 178.508 and 178.509).

Dated: 3/18/2014.

Joey Orduna Hastings

Clerk of the Court

By

Deputy Clerk

CR14-0058
STATE VS. NORMAN DEMETRIUS D 2 Pages
District Court 03/18/2014 09:59 AM
Washoe County
2560
KNOTEC

AFFIDAVIT OF MAILING.

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE.)

The undersigned, being duly sworn, desposes and says:

That on 3/18/2014, I personally placed in an envelope, postage prepaid, certified mail, a copy of the foregoing Notice of Intent to Forfeit to each addressee listed below and deposited the same in the Post Office at Reno, Nevada, to wit:

District Attorney's Office
via-Inter-Office Mail

INTERNATIONAL FIDELITY INSURANCE COMPANY
1 Newark Center 20th Floor - Bond Department
Newark NJ 07102

JUSTIN BROS. BAIL BONDS
235 S. Sierra Street
Reno NV 89501

Subscribed and sworn to before me 3/18/2014.

Joey Orduna Hastings
Clerk of the Court

By

K. M. Malerassa
Deputy Clerk

Exhibit 3

1 CODE 2933

2
3
4
5
6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF WASHOE

8
9 THE STATE OF NEVADA,

10 Plaintiff,

Case No. CR14-0058

11 vs.

Dept. No. 1

12 NORMAN DEMETRIUS DUPREE,

13 Defendant.
14 _____/

15
16 ORDER OF BAIL FORFEITURE

17 This matter having come before the Court on March 18, 2014, and
18 the defendant failed to appear, effecting a breach of condition of bail in the amount of
19 \$25,000.00, Bond No. IS30K-151744.

20 According to law, in 180 days, the Court shall declare a forfeiture of the
21 bail, pursuant to N.R.S. 178.506, 178.508, 178.509 and 178.514.

22 IT IS SO ORDERED.

23 Dated this 18th day of March, 2014.

24
25
26 Janet Berry
27 DISTRICT JUDGE
28

CERTIFICATE OF SERVICE

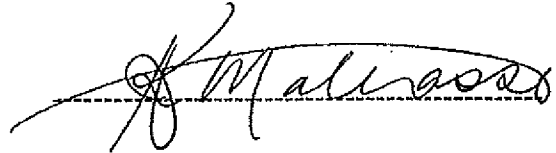
Pursuant to NRCP 5(b), I hereby certify that I am an employee of the
Second Judicial District Court of the State of Nevada, County of Washoe; that on 19th
day of March, 2014, I deposited in the County mailing system for postage
and mailing with the U.S. Postal Service in Reno, Nevada, or by the other manner noted
below, a true and correct copy of the foregoing document addressed to:

District Attorney's Office (Via E-Filing)

INTERNATIONAL FIDELITY INSURANCE COMPANY
1 Newark Center - 20th Floor, Bond Department
Newary, NJ 0712

JUSTIN BROS BAIL BONDS
235 S. Sierra Street
Reno, NV 89501

Public Defender's Office (Via E-Filing)

A handwritten signature in dark ink, appearing to read "J. Malinasso", is written over a horizontal dashed line.

CERTIFIED MAIL™



7010 0290 0002 6555 9999

JANET J. BERRY
DISTRICT JUDGE
75 COURT STREET
RENO, NEVADA 89501



ADDRESS SERVICE REQUESTED

JUSTIN BROS BAIL BONDS
235 S. Sierra Street
Reno, NV 89501



U.S. POSTAGE & PITNEY BOWES
ZIP 89512 \$006.48⁰
02 1W
0001381859MAR 20 2014

8950181909 COSI

JANET J. BERRY
DISTRICT JUDGE
75 COURT STREET
RENO, NEVADA 89504



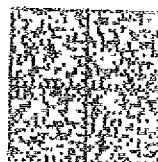
ADDRESS SERVICE REQUESTED

7010 0290 0002 6555 9999



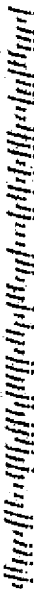
CERTIFIED MAIL™

JUSTIN BROS BAIL BONDS
235 S. Sierra Street
Reno, NV 89501



U.S. POSTAGE
PITNEY BOWES
ZIP 89512 \$006.48
02 18 0001381869 MAR 20 2014

8950181869 0001



Only the original Power of Attorney will bind this Surety.

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
P.O. BOX 9810, CALABASAS, CA 91372-9810 (800) 935-2245

POWER NUMBER **IS6K-673968**

POWER VOID IF NOT USED BY: March 31, 2014

POWER AMOUNT \$ 6,000

WALL MEN, BY THESE PRESENTS, that INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New Jersey, has constituted and appointed, and does hereby constitute and appoint, its true and lawful Attorney-in-Fact, with full power and authority to sign the company's corporate seal to, and deliver on its behalf as surety, any and all obligations as herein provided, and the execution of such obligations in pursuance of these presents shall be as binding upon the company as fully and to all intents and purposes as if done by the regularly elected officers of said company at its home office in their proper person; and the said company hereby ratifies and confirms all and whatsoever its said Attorney-in-Fact may lawfully do and perform in the premises by virtue of these presents.

THIS POWER OF ATTORNEY IS VOID IF ALTERED OR ERASED, THE OBLIGATION OF THE COMPANY SHALL NOT EXCEED THE SUM OF SIX THOUSAND*****

MAY BE EXECUTED FOR RECOGNIZANCE ON CRIMINAL BAIL BONDS ONLY.

Authority of such Attorney-in-Fact is limited to the execution of appearance bonds and cannot be construed to guarantee defendant's future lawful conduct, adherence to travel restrictions, fines, restitution, payments or penalties, or any other condition imposed by a court not specifically related to court appearances. A separate Power of Attorney must be attached to each bond executed. Powers of Attorney must not be returned to Attorney-in-Fact, but should remain a permanent part of the court records.

Amount \$ 1500 Date Executed 9-18-13
Defendant NORMAN DUPACE D.O.B. _____
Case # 13-5736 Appearance Date 10-16-13 9:30 AM
Cause FAIL TO REGISTER BY CONVICTED PEAS.
RESIST 910 GFF POSS LESS - 102 MAR 1, 1ST
Court County RJC WASHOE
Court City RJC REAO Court State NV Div./Dept. _____

NOTICE: Stacking of Powers is strictly prohibited. No more than one power from this Surety may be used to post any one bail amount.

IN WITNESS WHEREOF, said INTERNATIONAL FIDELITY INSURANCE COMPANY, by virtue of authority conferred by its Board of Directors, has caused these presents to be sealed with its corporate seal, signed by its Chairman of the Board and attested by its Secretary, this 23rd day of March, 1998.

Francis Mitterhoff, Chairman of the Board

Norman Korvitz, Secretary



write, give orig. power # ☐ Increase ☐ Decrease

Cutting Agent [Signature] Signature if applicable, add your COURT assigned Agent # _____

NOT VALID FOR IMMIGRATION



Form# IFI.0100 (9/06)

AGENT COPY

Exhibit 4

CODE 2490
RICHARD MOLEZZO, ESQ.
Nevada State Bar No.: 5072
96 Winter Street
Reno, NV 89503
Attorney for

Richard Justin, Justin Bros Bail Bonds
Real Party In Interest,
Agent Acting on Behalf of
International Fidelity Insurance Co.
808 E. Musser Street
Carson City, NV 89701
Tele: 775-841-6400

FILED

14 AUG 22 PM 3:56

JOEY BRUNA HASTINGS
CLERK OF THE COURT

BY S. Williams
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

STATE OF NEVADA

Plaintiff,

CASE NO.: CR14-0058

vs.

NORMAN DEMETRIUS DUPREE,

BOND NO.: 1S30K-151744

Defendant.

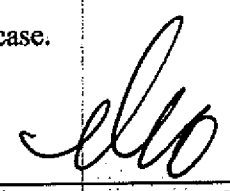
BOND AMT: \$25,000.00

MOTION FOR EXONERATION OF BOND

COMES NOW, RICHARD JUSTIN, Justin Bros Bail Bonds (hereinafter "Justin"), Real Party in Interest, as Agent for International Fidelity Insurance Company, by and through his attorney of record hereby submits his Motion for Exoneration of the above-referenced Bond based upon the attached memorandum of points and authorities, the papers and pleadings on file herein and the attached exhibits incorporated herein by reference.

Undersigned counsel hereby certifies that a copy of this Motion will be delivered to all interested parties involved in the above-referenced case.

Dated this 28 day of August, 2014.


RICHARD A. MOLEZZO, ESQ.
Attorney for Richard Justin, Justin Bros Bail Bonds

MEMORANDUM OF POINTS AND AUTHORITIES

On March 18, 2014, Defendant failed to appear at his scheduled court appearance according to the Notice of Intent to Forfeit.

Notice of Defendants Failure to Appear was mailed on or about the 19th day of March 2014; per statute the 180 day due date is the 10th day of September, 2014, with three days for mailing the appropriate due date is the 13th day of September, 2014, therefore this motion is timely.

This Motion is brought pursuant to NRS 176A.330(1)(b) and (2)(d), as well the inherent powers of this Court and based upon new information described more fully below. Justin on behalf of International Fidelity Insurance Company respectfully request that the above-referenced bond be exonerated due to said bond should have been exonerated prior to Defendant's failure to appear. A review of the docket will reveal the reason that this bond should have already been exonerated and the following is a chronological order of events:

On or about, the 10th day of January, 2014, Defendant's bond number IS30K-151744 for \$25,000 was transferred from Reno Justice Court to this Court; and,

On or about the 31st day of January, 2014, Defendant's supervised bail is revoked and Defendant is remanded to Jail. The above bond should have been exonerated at this time, but instead it is not and the following is a chronological description of what happens:

On or about the 3rd day of February, 2014, Bonafide Bail Bonds re-bails the Defendant on a \$20,000.00 bond and at this time is when Justin Bros Bail Bonds \$25,000 bond should have been exonerated; however, it is not instead;

On the 18th day of March, 2014, Defendant again fails to appear at the scheduled arraignment and a notice of intent to forfeit bond is sent to both Justin Bros and Bonafide Bail Bonds and a \$50,000 cash only warrant is issued; and

On the 21st day of March, 2014, Defendant tries to surrender himself three (3) times to

1 the Washoe County Sheriff's Department to no avail. Defendant is being advised that there is no
2 warrant for him in their system. Defendant goes to Bonafide who surrenders Defendant to the
3 custody of the Washoe County Sheriff's Department and Bonafide's bond is exonerated on the
4 14th day of May 2014, but not Justin Bros. However, the \$50,000 Cash Only Warrant is never
5 filed with any agency therefore the Washoe County Sheriff's Department is not aware of the
6 cash only conditions; and,

7 On or about the 14th day of May, 2014, this Court exonerates Bonafides Bond and sent
8 the exoneration to Bona Fide; Still, Justin Bros Bond is not yet exonerated, but should have been
9 when Defendant was remanded back into custody, this is not what happened. Or Justin Bros
10 Bond should have been exonerated when Bonafide stepped in and provided a bond for the
11 Defendant, yet still Justin's bond number 1S30K-151744 for \$25,000 has not yet been
12 exonerated; and,

14 On or about the 16th day of May, 2014, Justin posts a \$20,000 bond number IS30K-
15 162345 on behalf of the Defendant not being aware of the "\$50,000 Cash Only" set by this Court
16 due to the warrant not being properly filed with the proper authorities, and neither did the
17 Washoe County Sheriff's Department; and,

18 On or about the 27th day of May, 2014, this Court set a Status/Arraignment for the 10th
19 day of June, 2014, which this Court never notified Justin with the new date and, it is unclear
20 whether or not the Defendant was notified. Defendant again failed to appear on that date and
21 therefore this Court notified Justin by sending the Notice of Intent to Forfeit on Bond number
22 IS30K-162345 for \$20,000 on or about the same day. Still bond number 1S30K-151744 for
23 \$25,000 is still in forfeiture status and the same should be exonerated based upon the above.
24 When this court revoked Defendant's bond, Justin Bros Bond number 1S30K-151744, should
25 have been exonerated; When Bonafide posted its bond, Justin's bond should have been
26 exonerated, but it still has not been exonerated.
27
28

1 Justin is in contact with the defendant and the Defendant is due to turn himself in to the
2 proper authorities after the birth of his child. However, Bond Number 1S30K-151744 for
3 \$25,000 is still under forfeiture status and it should not be, therefore, it is proper to exonerate the
4 \$25,000 bond at this time.

5 The decision to grant exoneration or discharge of a bond rests with the discretion of the
6 trial judge, as long as the sureties do not aid in the defendant's absence. NRS 178.509; NRS
7 178.512(2); *State v. Indemnity Ins. Co. of N. Am.*, 2 Kan.App.2d 672 P.2d 251, 254 (Kan. Ct.
8 App. 1983). Justin did not in any way, shape or fashion aid or collude in the non appearance of
9 the above named Defendant.

10 Exoneration refers to a court order that discharges a person from liability. In this case,
11 when the Court remanded defendant to custody, it relieve the bondman from any further liability
12 and especially the surety company's liability. Furthermore, when a cash bail has been posted the
13 previous bond is then relieved of any further liability and therefore should be exonerated.

14 Forfeitures are not favored at law, and statutes imposing them must be strictly construed.
15 *Wilshire Insurance Co. v. State*, 94 Nev. 546, 582 P.2d 372 (1978). In this case, pursuant to
16 NRS 178.509 (3)(a) and (b) is written in pertinent part,
17

18 "...3. If the court exonerates a surety pursuant to this section and there
19 is any undertaking or money deposited instead of bail bond where the defendant
20 has been charged with a gross misdemeanor or felony, the court shall:

- 21 (a) Prepare an order exonerating the surety; and
22 (b) Forward a copy of the order to the Office of Court Administrator."

23 WHEREFORE, the Real Parties in Interest pray that this Honorable Court grant the
24 exoneration of the bond as discussed above for any further relief this Court deems just and
25 proper in the premises.

26 Dated this 28 day of August, 2014.

27 
28 RICHARD A. MOLEZZO, ESQ.

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am Petitioner in the above entitled case and that on this 22 day of August 2014, I served the foregoing on all parties to this action by:

xx placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage paid, following ordinary business practices.

 personal delivery
 Facsimile (FAX)
 Federal Express or other overnight delivery
 Messenger Service
 Certified Mail with Return Receipt Requested.

addressed as follows:

Washoe County District Attorney's Office
One South Sierra Street
4th Floor
Reno, NV 89501

AFFIRMATION: The undersigned hereby affirms that this document does not contain any social security numbers of any person Pursuant to NRS 239B.030.

DATED this 22 day of August 2014.

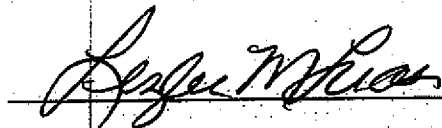


Exhibit 5

1 CODE 3880
TERRANCE SHEA
2 Deputy District Attorney
Bar Number: 29
3 P.O. Box 11130
Reno, Nevada 89520
4 (775) 328-5700
ATTORNEY FOR STATE OF NEVADA
5

6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF WASHOE

8 * * *

9 THE STATE OF NEVADA,

10 Plaintiff,

11 vs.

Case No. CR14-0058

Dept. No. 6

12 NORMAN DEMETRIUS DUPREE

13 Defendant.
14 _____/

15 JUSTIN BAIL BONDS, and
16 INTERNATIONAL FIDELITY
INSURANCE
17 COMPANY,

18 Real Parties in Interest.
19 _____/

20 RESPONSE TO MOTION FOR EXONERATION OF BAIL BOND

21 COMES NOW the state of Nevada by and through its attorneys
22 of record Richard A. Gammick, Washoe County District Attorney,
23 and Terrance Shea, Washoe County Deputy District Attorney, and
24 hereby files its Response to Motion for Exoneration of Bond.

25 This response is based upon the attached Points and Authorities

26 //

1 and all the papers and pleadings on file with this Honorable
2 Court.

3 POINTS AND AUTHORITIES

4 Assuming, for the purposes of this Motion only, the truth
5 of the matters asserted by the bondsmen, and reserving all
6 objections of any kind to the same in any future filings, the
7 State has no objection to the motion for exoneration of bond.

8 AFFIRMATION PURSUANT TO NRS 239B.030

9 The undersigned does hereby affirm that the preceding
10 document does not contain the social security number of any
11 person.

12
13 Dated this 18th day of September of 2014.

14 RICHARD A. GAMMICK
15 District Attorney

16
17 By /s/ Terrance Shea
18 TERRANCE SHEA
19 Deputy District Attorney
20 Bar NO. 29
P.O. Box 11130
Reno, NV 89520
(775) 337-5700

21 ATTORNEY FOR PLAINTIFF
22
23
24
25
26

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Exhibit 6

1 CODE 3370
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6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF WASHOE
8

9 THE STATE OF NEVADA,

10 Plaintiff,

11 vs.

Case No. CR14-0058

Dept. No. 1

12
13 NORMAN DEMETRIUS DUPREE,

14 Defendant.
15 _____/

16 ORDER

17 On August 22, 2014, Richard Justin, (hereinafter "Justin") dba Justin Bros Bail Bonds, Real
18 Party in Interest and agent acting on behalf of International Fidelity Insurance Company, by and
19 through counsel, Richard Molezzo, Esq., filed a *Motion for Exoneration of Bond*¹ pursuant to
20 NRS 176A.330. The bond (IS30K-151744), which is subject of this *Motion*, shall be referenced as
21 "Bond Number 1."

22 The record reflects Defendant Norman Demetrius Dupree (hereinafter "Dupree") was
23 arrested and subsequently posted bail by way of Bond Number 1. While out of custody on Bond
24 Number 1, Dupree appeared before the Court for an arraignment on January 30, 2014.

25 During the hearing, the Court ordered Dupree to be tested for drug use. Following a positive
26 finding of cocaine and marijuana, Dupree's status was changed from bail to supervised bail, and was
27 ordered to be supervised by Pretrial Services. The arraignment was continued to March 18, 2014.

28 _____
¹ Three bail bonds have been issued in this case; all three will be discussed herein.

1 On January 31, 2014, Dupree was remanded to custody based upon a pretrial supervision
2 violation. The Court set bail at Twenty Thousand Dollars (\$20,000). On February 3, 2014, Dupree
3 posted the Twenty Thousand Dollar (\$20,000) bail bond (AS30K-73200) through Bonafide Bail
4 Bonds. This bond is referenced herein as "Bond Number 2."

5 During Dupree's time of incarceration from January 31, 2014, through February 3, 2014,
6 Justin Bros. Bail Bonds never attempted to surrender Bond Number 1.

7 Subsequently, Dupree failed to appear for the March 18, 2014, arraignment and the Court
8 ordered a bench warrant be issued and set bail at Fifty Thousand Dollars (\$50,000) cash only². The
9 *Bench Warrant* was filed on March 21, 2014.

10 The Court further ordered both previously posted bail bonds be forfeited, i.e., Bond Number
11 1 and Bond Number 2. Both Justin Bros. Bail Bonds and Bonafide Bail Bonds were notified via
12 certified mail of said order.

13 On May 14, 2014, Bonafide Bail Bonds surrendered Dupree to the custody of the Washoe
14 County Sheriff's Office, at which point Bond Number 2 was exonerated.

15 On May 15, 2014, Dupree posted bail bond (IS30K-162345) through Justin Bros. Bail
16 Bonds. This bond is referenced herein as "Bond Number 3."

17 At this point, Justin Bros. Bail Bonds still did not seek to surrender Bond Number 1. Upon
18 release, the Washoe County Sheriff's Office provided Dupree with paperwork that instructed him to
19 contact the Court or his Counsel to obtain the date of his next court appearance.

20 Dupree's arraignment had now been scheduled to occur June 10, 2014, which allowed
21 counsel sufficient time within which to contact Dupree. However, Dupree failed to appear on
22 June 10, 2014. At the June 10, 2014, arraignment, Dupree's Counsel outlined the attempts made to
23 notify Dupree of the arraignment date, including: (1) mailing a letter to Dupree advising of the
24 arraignment date (the letter was not returned by the U.S. Postal Service); (2) calling Dupree's
25 cellular number (which turned out to be no longer in service); and (3) communicating with Dupree's
26 parents who agreed to contact Dupree and provide him with the June 10, 2014, arraignment date.

27
28 _____
² Dupree has not been booked by the Washoe County Sheriff's Department on this warrant.

1 During the June 10, 2014, hearing, the Court ordered Bond Number 3 (posted by Justin Bros.
2 Bail Bonds) be forfeited. Justin Bros. Bail Bonds was notified via certified mail of said order.

3 Pursuant to the request of Dupree's counsel, a status hearing was scheduled for
4 July 24, 2014, and Dupree failed to appear. Defendant's Counsel indicated a letter was sent to
5 Defendant regarding the court date and it had not been returned by the U.S. Postal Service.

6 The Court ordered no further action was necessary, as the March 21, 2014, bench warrant
7 with bail set at Fifty Thousand Dollar (\$50,000) cash only, remained active.

8 In the *Motion for Exoneration of Bond*, Justin contends Bond Number 1 should have been
9 exonerated prior to Defendants failure to appear on March 18, 2014. Justin further indicates their
10 company is in contact with Dupree, yet has failed to surrender the Defendant to the proper
11 authorities, therefore preventing the exoneration of both their bonds (Bond Number 1 and
12 Bond Number 3).

13 At this time Dupree has not been arraigned by this Court and, to the Court's knowledge,
14 remains out of custody. As previously noted, a *Bench Warrant* has been issued for Dupree.

15 The Court has considered the arguments of counsel and the record in its entirety. The Court
16 finds Bond Number 1 could not have been exonerated at any time because the Defendant has not
17 appeared before the Court since January 30, 2014.

18 Accordingly, and good cause appearing, Defendant's *Motion for Exoneration of Bond*
19 (referencing Justin Bros Bail Bond Number IS30K-151744), is DENIED.

20 IT IS SO ORDERED.

21 DATED: This 3rd day of October, 2014.

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25 DISTRICT JUDGE
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Exhibit 7

1 **\$1295**

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5 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
6 **IN AND FOR THE COUNTY OF WASHOE**
7

8 **THE STATE OF NEVADA,**

9 **Plaintiff,**

Case No. CR14-0058

10 **vs.**

Dept. No. 1

11 **NORMAN DEMETRIUS DUPREE,**

12 **Defendant.**
13

14
15 **BAIL FORFEITURE JUDGMENT**
16

17 Pursuant to an Order of Forfeiture in compliance with the provisions of NRS
18 178.508 and NRS 178.514, and all the requirements of said statutes having been
19 satisfied,

20 IT IS HEREBY ORDERED that judgment be entered for the State of Nevada and
21 against International Fidelity Insurance Company in the amount of TWENTY-FIVE
22 THOUSAND DOLLARS (\$25,000.00), Bond no. IS30K-151744.

23 Dated this 6th day of October, 2014.
24
25
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27 
DISTRICT JUDGE
28

CERTIFICATE OF MAILING

Case No. CR14-0058

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on the 6th day of October, 2014, I electronically filed the Bail Forfeiture Judgment with the Clerk of the Court by using the ECF system.

I further certify that I transmitted a true and correct copy of the foregoing document by the method(s) noted below:

Electronically via the ECF system:

Zach Young, Esq. for the State of Nevada

Division of Parole & Probation

Donald White, Esq. for Norman D. Dupree

Carl Hylin, Esq. for Norman D. Dupree

Richard Molezzo, Esq.

Travis Lucia, Esq. for the State of Nevada

Deposited in the Washoe County mailing system for postage and mailing:

Washoe County District Attorney's Office

Attn: Karen Hollister
(via inter-office mail)

Justin Brothers Bail Bonds

235 South Sierra Street

Reno, NV 89501

CMR: 7004 2570 0005 3647 6165

International Fidelity Insurance Company

1 Newark Center - 20th Floor, Bond Dept.

Newark, NJ 07102

CMR: 7004 2570 0005 3647 6172



Misty M. Best

Exhibit 8

1 CODE: 2460

2 RICHARD A. MOLEZZO, ESQ.

3 State Bar No.: 5072

4 96 Winter Street

5 Reno, NV 89503

6 Tele: 775-786-5800

7 Attorney for Real Parties In Interest

8 Richard Justin, Justin Bros Bail Bonds

9 Agent Acting on Behalf of

10 International Fidelity Insurance Co.

11 808 E. Musser Street

12 Carson City, NV 89701

13 Tele: 775-841-6400

14 Fax: 775-841-1990

FILED

2014 OCT 23 PM 2:58

CATHY HILL
ACTING CLERK OF THE COURT

BY M. Torres
DEPUTY

15 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
16 IN AND FOR THE COUNTY OF WASHOE

17 STATE OF NEVADA

18 Plaintiff,

CASE NO.: CR14-0058

19 vs.

DEPT NO.: 1

20 NORMAN DEMETRIUS DUPREE,

BOND NO.: 1S30K-151744

21 Defendant.

BOND AMT: \$25,000.00

22 MOTION FOR RECONSIDERATION AND/OR
23 MOTION TO SET ASIDE JUDGMENT ENTERED PURSUANT TO NRCP 60(B)

24 COMES NOW, RICHARD JUSTIN, Justin Bros Bail Bonds (hereinafter "Justin"), Real
25 Party in Interest, as Agent for International Fidelity Insurance Company, by and through
26 undersigned counsel, and hereby submits his Motion for Reconsideration of this Court's Order
27 entered the 3rd day of October, 2014 denying Exoneration of the above-referenced bond; and/or
28 Motion to Set Aside Judgment entered in the above-reference matter on the 6th day of October,
2014 herein.

///

1 This motion is made and based upon the attached memorandum of points and authorities,
2 all of the papers and pleading on file herein.

3 Undersigned Counsel hereby certifies that a copy of this Motion will be sent to all
4 persons involved in the above-entitled case.

5 Dated this ____ day of October, 2014.

6
7 

8 Richard A. Molezzo, Esq.
9 Attorney for Richard Justin, Justin Bros Bail Bonds

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. MOTION BACKGROUND**

3 On the 22nd day of August, 2014, Justin by and through undersigned counsel filed his
4 Motion to Exonerate the above-referenced bond based upon pretrial services revoking
5 defendant's release on the 31st day of January, 2014 and defendant was remanded to custody.

6 On the 18th day of September, 2014, the Deputy District Attorney Terrance Shea filed his
7 Response to said Motion stating in pertinent part, "...the State has no objection to the motion for
8 exoneration of bond." (Response; p.2, Line 7). The Deputy District Attorney agreed with Justin
9 in exoneration of said bond.
10

11 On the 3rd day of October, 2014, this Court entered it Order denying the motion based
12 upon the entire history of the case and that Justin did not surrender the defendant to custody. It is
13 noted however, this Court did not cite any statutory or case authority in which it relied its
14 decision upon.

15 On the 6th day of October, 2014, this Court entered its Judgment upon the record against
16 Justin in the amount of \$25,000 as forfeiture for the above-referenced bond; therefore, this
17 motion follows.
18

19 **II. ISSUES IN QUESTION**

20 1. Whether or not revoking defendant's release under bond number IS30K-151744
21 on the 31st day of January, 2014, revokes said bond; and does the revocation relieve the
22 bondsman and surety from any further liability?

23 2. Whether or not the District Court erred in issuing a forfeiture and subsequent
24 judgment on the above-reference bond due to the revocation of the defendant's release and
25 setting a new bail?
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27
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II. DISCUSSION OF CASE

When defendant was originally arrested, in pertinent part to this case, he was charged with 2 felony counts; his 1st count is possession, which carries a bail amount of \$5,000 and his 2nd charges is sales of a controlled substance, which carries a bail amount of \$20,000 according to the bail schedule. Justin posted his bond on the 18th day of September, 2013 for \$25,000. This bond was subsequently transferred from Reno Justice Court to this Court. SEE Exhibit 1, which is the Washoe County Jail's printout information.

During the administration of this Case there have been numerous clerical errors that have been entered on its record, and must be corrected to reflect the accuracy of this case. Justin agrees with this Court's assessment of such history, with a few exceptions that will be clarified as follows:

On January 31, 2014, pretrial services revoked defendant's release, and he was remanded to custody. Once a defendant's release is revoked and a new bail is set for the same criminal charge, i.e., Sales of a Controlled Substance and posted by a new bond agency, the first bond must be exonerated by operation of law. Justin completely relied upon this fact as he does in all other courts in this county. Sparks Justice, Reno Justice, Incline Justice, and Wadsworth Justice Court's automatically exonerate a bond once the above takes place. SEE Exhibit "2" attached hereto, which is the Washoe County Sheriff's Department ("WSCO") booking recap. Defendant was booked into the Washoe County Sheriff's Department under "revoked" status, and defendant had to post a new bond for the \$20,000. Once a new bond is posted, Justin's bond is exonerated by operation of law.

Surely, this Honorable Court understands once something is revoked, it does not also have to be surrendered? Moreover, once a new bail has been set, and a new bond has been posted, it automatically exonerates the first bond. Merriam-Webster's dictionary defines revoked as "to officially cancel the power or effect of (something, such as a law, license, agreement, etc.), to make (something) not valid". (Webster's Ninth New Collegiate Dictionary 345 (9th ed.1983)). If the bond is not valid then the forfeiture nor the judgment cannot be valid.

1 In short there are 2 statutory reasons why the declaration of forfeiture of bond 1 is void;
2 1) by pretrial services revoking defendant's release, thereby revoking Justin's \$25,000 bond prior
3 to the forfeiture; and 2) a new bail was set by the Court and subsequently posted by Bonafide for
4 \$20,000; (once the new bond posted it completely exonerated Justin of liability). The suretyship
5 along with custody of the defendant changed from Justin to the WCSO. NRS 178.509(1)(b)(4),
6 "...being detained by civil authorities...", therefore, once pretrial services had defendant taken
7 into custody and transported to the WCSO, the suretyship transfers to the jailers and the
8 defendant is no longer under the jurisdiction of Justin. Once Bonafide posted its bond, the new
9 suretyship and custody of defendant belongs only to Bonafide, not Justin.

10 Therefore, the first error in this case began, when the Court declared forfeiture on Justin's
11 bond and Bonafide's Bond, it should have only been Bonafide's forfeiture due to defendant's
12 failure to appear on March 18, 2014. It is our contention that this Court has no jurisdiction to
13 forfeit Justin's bond. The surrender of said bond is unnecessary. The bond must be exonerated
14 by operation law.

15 On March 18, 2014 the defendant failed to appear at his hearing scheduled herein is when
16 the \$50,000 cash only warrant was issued for the defendant; however, this warrant is not entered
17 in the system as it should have been.

18 On or about the 14th day of May, 2014, defendant telephoned Justin and informed him
19 that there was a warrant for his arrest and he needed to surrender himself. Defendant presented
20 himself to the WCJ and they refused to take him into custody due to "no warrant" for his arrest.
21 Justin advised defendant to present himself to Bonafide for surrender, due to Justin's belief that
22 his bond no longer existed and was waiting on the exoneration of said bond.

23 On the 14th of May, 2014, defendant was surrendered by Bonafide and the WCSO
24 records reflect this situation. The defendant's charges were "Sale of a Controlled Substance", in
25 the same original charge from 2013, and based upon this one charge, a new proper bail amount
26 of \$20,000 was set by Bonafide's surrender due to this being the only information available. (See
27 Exhibit 1 and 3). At this time, WCSO is unaware of a \$50,000 cash only warrant issued for the
28

1 defendant.

2 On the 15th day of May, 2014, defendant was re-bailed by Justin at the proper bail
3 amount of \$20,000, (bond number 3). This bond is a re-write of the original bond at no charge to
4 the defendant. Bond 3 replaces Bond 1 and 2, exonerating both bond 1 and 2. Neither the
5 WCSO nor Justin knew about the \$50,000 cash only warrant. If the \$50,000 cash only warrant
6 would have been entered into the system, when it was originally ordered, surely Justin could not
7 have bailed the defendant on the \$20,000 bond, which is correctly under forfeiture status and
8 Justin is currently looking for the defendant to bring him to justice. **SEE Exhibit "3"** attached
9 hereto.

10 One of the clerical errors mentioned above, is the \$50,000 cash bail warrant was not
11 entered prior to the May 15th date. It was not entered on the 21st day of March, 2014 as the
12 docket now reflects until after the June 10, 2014 hearing. This is not an uncommon occurrence of
13 late with the Second Judicial District Court. In Justin's opinion, errors have been ongoing of this
14 nature for approximately 10 years. This type of situation must be corrected by this Court and this
15 Court must ensure these clerical errors do not happen in the future.

16 On the 10th day of June, 2014, defendant failed to appear again at a hearing held herein.
17 The Honorable Judge Lidia Stiglich ordered Justin's second bond for \$20,000 (bond number 3),
18 to be forfeited and a bench warrant was issued for \$10,000 cash only.

19 Subsequently to this hearing, the clerk discovered the already existing \$50,000 cash only
20 warrant that was not entered into the system. Once the \$10,000 cash only warrant was entered
21 correctly into the system, the \$50,000 cash only warrant was discovered. According to the
22 Docket the \$10,000 cash only warrant would not issue and the \$50,000 did after June 10, not
23 March 21st. The Court should correct the record to reflect this.

24 Again, this is the clerical errors on the part of the Court's not Justin's. The \$50,000 cash
25 only warrant should have been entered into the system correctly, which is of no fault of Justin's
26 and he should not be punished because of it.

27 Moreover, the \$50,000 cash only warrant was not posted after defendant's failure to
28

1 appear on the 18th day of March, 2014 until approximately 90 days after March 18, certainly not
2 within the 45 day statutory time period. NRS 178.508(1)(b). The error was discovered after the
3 June 10, 2014, hearing. The docket reflects that the warrant was posted on March 21, 2014,
4 which is not correct and must be corrected. The clerical errors are not Justin's fault and must be
5 fixed, which will absolve Justin of any wrongdoing. It is of the utmost importance that the
6 record reflects accurately the history of this case. Not to do so, the inaccuracies may be held
7 against the defendant unfairly, and this type of situation can never be allowed to happen in our
8 criminal justice system. This Court must correct its clerical errors.

9 III. LEGAL AUTHORITY

10 Pursuant to NRS 178.509(1)(b)(4), is written in pertinent part,

11 "1. If the defendant fails to appear when the defendant's presence in court is
12 lawfully required, the court shall not exonerate the surety before the date of
13 forfeiture prescribed in NRS 178.508 unless:

14 (4) Is being detained by civil or military authorities..." (emphasis added)

15 Surely, this Court now realizes that when defendant's release was revoked and when
16 defendant was remanded, Justin no longer had custody or jurisdiction over the defendant, and his
17 \$25,000 bond at that time ceases to exist, therefore any forfeitures or judgments thereafter are
18 void as a matter of law.

19 The Nevada Supreme Court has previously stated that in construing statutes, "the first
20 great object of the courts ... [is] to place such construction upon them as will carry out the
21 manifest purpose of the legislature...." Thomas v. State, 88 Nev. 382, 384, 498 P.2d 1314, 1315
22 (1972). In other situations, substantial compliance has validated statutory notice despite
23 technical, non-prejudicial errors. See Harris v. State, 104 Nev. 246, 247, 756 P.2d 556, 556
24 (1988). In the instant case, adherence to the specified statutory authority is essential to
25 effectuating the legislature's enactment of a 'bright line' rule.

26 In construing statutes, "shall" is presumptively mandatory and "may" is construed as
27 permissive unless legislative intent demands another construction. Givens v. State, 99 Nev. 50,
28

54, 657 P.2d 97, 233 (1983); *Thomas v. State*, 88 Nev. 382, 384, 498 P.2d 1314, 1315 (1972).

At the very moment the pretrial services revoked defendant's release and remanded him, he is "...being detained by civil authorities...", which automatically exonerates the bond in question by operation of law. The clerical errors in this case are clearly erroneous and must be corrected.

The Nevada Supreme Court in *International Fidelity Insurance v. State*, 122 Nev. 39, 126 P.3d 1133 (Nev. 2006), has opined "In a district court's decision in a bail bond proceeding is typically based on factual determinations made by the district court, and the reviewing court will not disturb a district court's findings of fact unless they are clearly erroneous and not based on substantial evidence." In this case, the substantial evidence is that this Court clearly revoked defendant's bond and remanded him to custody, as evidenced by the new bail set. All other entries are erroneous as to the forfeiture, judgment, and the issuing of the \$50,000 cash only not being posted in a timely manner. The facts presented herein has demonstrated that the entries and record does not reflect the correct history of this case and therefore, must be corrected.

Exoneration of a bail bond when another is posted in place of it, whether before or after forfeiture, must automatically happen and does at the Justice Court level by the bond clerk who handles the exonerations and forfeitures; therefore, this Court must reconsider its decision, enter an order exonerating the bond and set aside the judgment entered in this case as moot, and correct the record to reflect the true history so as to not prejudice this Court against either the defendant or Justin.

The Nevada Supreme Court has held that the requirement in NRS 178.508 should be strictly construed. *Harris v. State*, 104 Nev. 46 (1988). Furthermore, in the *International Fidelity Insurance v. State*, the Supreme Court stated in pertinent part,

"...In our previous decisions reviewing district court orders entered in bail bond proceedings, we have applied an abuse of discretion standard of review.¹

¹ See *Int'l Fidelity*, 114 Nev. 1061, 967 P.2d 804 (applying a manifest abuse of discretion standard of review to an appeal from an order denying a motion to exonerate a bail bond); *State of Nevada v. American Bankers Ins.*, 106 Nev. 880, 802 P.2d 1276

1 Typically, a district court's decision in a bail bond proceeding will be based on
2 factual determinations made by the district court. In the appellate context, this
3 court will not disturb a district court's findings of fact unless they are clearly
4 erroneous and not based on substantial evidence.² Thus, if the district court's
5 findings are supported by substantial evidence, then the district court has
6 generally not abused its discretion in ruling on a bail bond matter."

7 In the instant case, the Court did not support its decision by any factual determination
8 other than when the bonds were posted, and went further to say that "Justin has not attempted to
9 surrender his bond". (Order; p.2, ln: 6). The facts of this case as stated in this Court's order are
10 correct to a point, however as stated herein the record must be corrected to reflect what has been
11 pointed out in this motion, such as revoking the bond, not timely posting the \$50,000 cash only
12 warrant, etc. Surely, when a new bail is set and a new bond replaces the original bond, the first
13 bond is void as a matter of law. Justin no longer had jurisdiction to surrender the defendant or his
14 bond. The Court placed the onus on WCSO and Bonafide by its own volition.

15 The surety and the bail agent should have been exonerated under common law defenses.
16 "a bail bond is a contract between the State and the surety of the accused." *All Star Bonding v.*
17 *State*, 119 Nev. 47, 49, 62 P.3d 1124, 1125 (2003) (quoting *State v. Eighth Judicial Dist. Court*,
18 97 Nev. 34, 35, 962 P.2d 976, 976 (1981).

19 Because the statutes governing bail bonds are incorporated into the agreement of the
20 parties, interpreting the language of the bail bond statute is of utmost importance. NRS
21 178.509(1) states that "the court *shall not* exonerate the surety before the date of forfeiture
22 prescribed in NRS 178.508 *unless*" one of the five conditions listed in the statute is present;
23 "...being detained by civil authorities..." NRS 178.509(1)(b)(4). (Emphasis added).

24
25 (1990) (applying an abuse of discretion standard of review to an appeal from an order exonerating bail bonds); *Surety Midland*,
26 97 Nev. 108, 625 P.2d 90 (applying an abuse of discretion standard of review to an appeal from a denial of a motion to set aside
the forfeiture of a bail bond).

27 ² *Guaranty Nat'l Ins. Co. v. Potter*, 112 Nev. 199, 206, 912 P.2d 267, 272 (1996) (quoting *Nevada Ins. Guaranty v. Sierra Auto*
28 *Chr.*, 108 Nev. 1123, 1126, 844 P.2d 126, 128 (1992)); *Beverly Enterprises v. Globe Land Corp.*, 90 Nev. 363, 365, 526 P.2d
1179, 1180 (1974).

1 Furthermore, a court should presume that the legislature intended to use words in their
2 usual and natural meaning. Thus, under a plain reading of the text, NRS 178.509(1)(b)(4) allows
3 the courts to exonerate a bond when the defendant was remanded to custody of the Washoe
4 County Sheriff's Department. Therefore, to issue forfeiture on a bond that no longer exists is
5 equal to taking the bond erroneously.

6 The words of a statute should be given their plain meaning unless this violates the spirit
7 of the act. *McKay v. Bd. of Supervisors*, 102 Nev. 644, 648, 730 P.2d 438, 441 (1986).
8 Furthermore, a court should presume that the legislature intended to use words in their usual and
9 natural meaning. *Anthony Lee R., A Minor v. State*, 113 Nev. 1406, 1414, 952 P.2d 1, 6 (1997)
10 ("the plain meaning of a statute's words are presumed to reflect the legislature's intent").
11

12 The phrase "being detained by civil or military authorities" is not defined in NRS Chapter
13 178, but its meaning is not difficult to decipher. The provision plainly speaks to circumstances
14 where the defendant is in the custody or detention of some civil authority. More technically, the
15 term "detain" is defined as "to hold or keep in or as if in custody" or "to restrain esp[ecially]
16 from proceeding: STOP." Webster's Ninth New Collegiate Dictionary 345 (9th ed.1983). It is
17 wholly unfair and unjust to forfeit the bail bond when the surety, through no fault of its own, is
18 legally prevented from retrieving the defendant. The defendant was already in custody on the
19 above-referenced bond and it should have been exonerated automatically, but forfeiture
20 happened instead.
21

22 In the Nevada Supreme Court previous decisions reviewing district court orders entered
23 in bail bond proceedings, they have applied an abuse of discretion standard of review.³
24 Typically, a district court's decision in a bail bond proceeding will be based on factual
25 determinations made by the district court. In the appellate context, the court will not disturb a
26 district court's findings of fact unless they are clearly erroneous and not based on substantial
27
28

1 evidence.³ (Emphasis added). In Justin's opinion, he did not have jurisdiction to surrender the
2 defendant or to surrender the bond. Defendant's release and subsequently the bond was revoked,
3 therefore the bond does not exit that moment and forfeiture and judgment are moot as a matter of
4 law.

5 Thus, if the district court's findings are supported by substantial evidence, then the
6 district court has generally not abused its discretion in ruling on a bail bond matter. In this case
7 however, this Honorable Court has overlooked the plain meaning of NRS 178.509(1)(b)(4),
8 when the defendant was remanded to custody, that automatically relieved Justin from all liability
9 on the instant bond, and therefore it must be exonerated; however, of the utmost importance, is
10 correcting the record, the cash only warrant did not post on March 21, 2014. It was lost
11 somewhere in the judicial system until after the June 10th arraignment, then the \$10,000 cash
12 only was inserted as it "will not issue". Surely this Court understands that it cannot forfeit on
13 two bonds for the same person, for the same crime in the total amount of \$45,000, which is
14 excessive. The proper bail amount to forfeit on according to the defendant's charges, sales of a
15 controlled substance is \$20,000, not \$45,000. Justin agrees that his second bond for \$20,000 is
16 correctly under forfeiture status and he is currently looking for the defendant.
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19 The provisions of NRS 178.506-.516 address forfeiture of bail bonds due to breach of a
20 bond condition by a defendant or failure of a defendant to make a court appearance. NRS
21 178.512 sets forth certain conditions under which a court shall set aside forfeiture and order
22 return of the forfeited money to the surety. The statute does not specifically address any period
23 of limitation within which a surety must apply for a return of forfeiture. However, despite the
24 legislative restrictions placed upon courts, the Nevada Supreme Court has held: "The decision to
25 grant exoneration or discharge of a bond rests with the discretion of the trial judge, as long as the
26

27 ³ Guaranty Nat'l Ins. Co. v. Potter, 112 Nev. 199, 206, 912 P.2d 267, 272 (1996) (quoting Nevada Ins. Guaranty v. Sierra Auto
28 Ctr., 108 Nev. 1123, 1126, 844 P.2d 126, 128 (1992)); Beverly Enterprises v. Globe Land Corp., 90 Nev. 363, 365, 526 P.2d
1179, 1180 (1974).

1 sureties do not aid in the defendant's absence." *State v. American Bankers Ins.*, 106 Nev. 880,
2 883, 802 P. 2d 1276 (1990)(citing NRS 178.512).

3 It is considered a general principle of law that the court disfavors forfeiture. Forfeiture
4 and the subsequent payment for failing to return a defendant to the court must never be
5 considered as a source of revenue; the primary purpose of the criminal justice system is
6 punishing those who break the laws, so as to dissuade future criminal acts, with the ultimate
7 intent of reducing crime in society. Thus, the bail agent must be afforded every reasonable
8 consideration that assists in fulfilling the obligation to the court of returning defendant. In this
9 case, the defendant was already in custody; therefore Justin did not have to surrender either the
10 defendant or his bond. By surrendering the bond with suretyship belonging to Bonafide, would
11 have been prejudicial to the defendant. Surrendering the bond is a moot point.

13 This Honorable Court has the inherent authority to correct its clerical errors in any case
14 based upon statutory and case authority cited herein. In this case, there are numerous clerical
15 errors that began on February 3, 2014 as discussed herein. The bond clerk should have known
16 that pretrial services revoked defendant's release thereby revoking Justin's bond and it should
17 have been exonerated, thereby relieving him and the surety of all liability in this case. After that
18 moment, all other clerical errors such as the forfeiture and the judgment are moot and cannot
19 exist. Therefore, this Court must correct its errors and absolve Justin of any wrongdoing in the
20 instant matter.

22 Pursuant to NRCP 60 (a) and (b)(1) and (b)(4), is written in pertinent part,

23 "Clerical mistakes in judgments, orders or other parts of the record and errors
24 therein arising from oversight or omission may be corrected by the court at any
time of its own initiative, or on the motion of any party and after such notice";

25 "the court may relieve a party or a party's legal representative from a final
26 judgment, order, or proceeding for the following reasons: (1) mistake..."; and (4)
27 the judgment is void...".

1 WHEREFORE, the Real Parties in Interest pray that this Honorable Court grant this
2 Motion in its entirety and for any further relief this Court deems just and proper in the premises.

3 Dated this ____ day of October 2014.

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6 RICHARD A. MOLEZZO, ESQ.
7 Attorney for Richard Justin et.al.
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that the foregoing document in the above entitled case was served on this 23 day of October, 2014 on all parties to this action by:

_____ placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada, postage paid, following ordinary business practices.

☒ personal delivery

_____ Facsimile (FAX)

_____ Federal Express or other overnight delivery

_____ Messenger Service

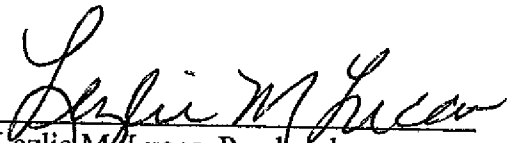
_____ Certified Mail with Return Receipt Requested.

addressed as follows:

Deputy District Attorney Terrance Shea
Washoe County District Attorney
1 South Sierra Street, 4th Floor
Reno, NV

AFFIRMATION: The undersigned hereby affirms that this document does not contain any social security numbers of any person Pursuant to NRS 239B.030.

DATED this 22 day of October 2014.


Lezlie M. Lucas, Paralegal

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EXHIBIT LISTS

EXHIBIT NUMBER

DESCRIPTION

- | | |
|----|-----------------------------|
| 1. | 09-13-13 WCSO Booking Recap |
| 2. | 01-31-14 WCSO Booking Recap |
| 3. | 05-14-14 WCSO Booking Recap |

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EXHIBIT 1

EXHIBIT 1

Washoe County Jail

Inmate Booking Information Form

Jail ID# P-8533	Booking No 13-14785	Soc [REDACTED]	MNI 269437	Booking Date 09/18/2013	Booking Time 12:32
Name DUPREE, NORMAN DEMETRIUS					
Booking Name DUPREE, NORMAN DEMETRIUS					
Address 4535 MT BACHELOR DR			City SPARKS	State NV	ZIP Code 89431
Race BLACK			Sex M	Height 5'10"	Weight 155#
Total Charges 5			Unsentenced	Sentenced	Holds
DOB 06/29/1977			State Hold		
Place Of Birth City RENO			Place Of Birth State NEVADA		
Occupation WAREHOUSE			Employer DISABLED		
Arrest Agency DEPARTMENT OF ALTERNATIVE SENTENCING				Arrest Date 09/18/2013	Arrest Time 11:08
Vehicle Stored At: NA					

Charge 1

NOC/Charge 52948	Charge Literal FAIL TO REGISTER BY CONVICTED PERS 5099NV	Level M
Court RENO JUSTICE COURT		OCA # 13-5736
Warrant No	Warrant Agency	
PCN WCAS0001252C	Bail Amount \$500.00	Bail Type BB
Court Case No		
Remarks JUSTIN BROS BAIL BONDS		

Charge 2

NOC/Charge 56330	Charge Literal RESIST PUB OFF 4801WA	Level M
Court RENO JUSTICE COURT		OCA # 13-5736
Warrant No	Warrant Agency	
PCN WCAS0001252C	Bail Amount \$500.00	Bail Type BB
Court Case No		
Remarks JUSTIN BROS BAIL BONDS		

Charge 3

NOC/Charge 51127	Charge Literal POSS SCH I, II, III, IV C/S, 1ST/2ND 3599NV	Level F
Court RENO JUSTICE COURT		OCA # 13-5736
Warrant No	Warrant Agency	
PCN WCAS0001252C	Bail Amount \$5,000.00	Bail Type BB
Court Case No		
Remarks JUSTIN BROS BAIL BONDS		

Charge 4

NOC/Charge 51137	Charge Literal POSS <= 1 OZ MARIJUANA, 1ST 3562NV	Level M
Court RENO JUSTICE COURT		OCA # 13-5736
Warrant No	Warrant Agency	
PCN WCAS0001252C	Bail Amount \$500.00	Bail Type BB
Court Case No		
Remarks JUSTIN BROS BAIL BONDS		

THIS REPORT NOT
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DISSEMINATION OF THIS
RESTRICTED INFORMATION IS PROHIBITED.
VIOLATION WILL SUBJECT THE OFFENDER
TO CRIMINAL AND CIVIL LIABILITY.

REL TO: **Doug Lewis @ Run Can't Hide Bail Bonds**

Washoe County Jail**Inmate Booking Information Form****Charge 5**

NOC/Charge 51093		Charge Literal SELL SCH I OR II C/S, 2ND		3599NV	Level F
Court RENO JUSTICE COURT					OCA # 13-5736
Warrant No		Warrant Agency			
PCN WCAS0001252C	Bail Amount \$20,000.00	Bail Type BB	Court Case No		
Remarks JUSTIN BROS BAIL BONDS					
TOTALS					
Bail Fees \$26,500.00		Total Fees for All Current Charges \$26,500.00			

**THIS REPORT NOT
TO BE REPRODUCED**

EXHIBIT 2

EXHIBIT 2

Washoe County Jail

Inmate Booking Information Form

Jail ID# P-8533	Booking No 14-1814	Sec [REDACTED]	MNI 269437	Booking Date 01/31/2014	Booking Time 14:00
Name DUPREE, NORMAN DEMETRIUS					
Booking Name DUPREE, NORMAN					
Address 4535 MT BACHELOR DR			City SPARKS	State NV	ZIP Code 89431
Race BLACK			Sex M	Height 5'10"	Weight 155#
Total Charges 1	Unsentenced	Sentenced	Holds	State Hold	Federal Hold
DOB 06/29/1977					
Place Of Birth City RENO			Place Of Birth State NEVADA		
Occupation LABOR			Employer UNEMPLOYED		
Arrest Agency SECOND JUDICIAL DISTRICT COURT				Arrest Date 01/31/2014	Arrest Time 13:00
Vehicle Stored At: N/A					
Charge 1					
NOC/Charge 51093		Charge Literal SELL SCH I OR II C/S, 2ND		Level F	
Court SECOND JUDICIAL DISTRICT COURT DEPT 1				OCA# 13-5736	
Warrant No		Warrant Agency			
PCN WCAS0001252C	Bail Amount \$20,000.00	Bail Type BB	Court Case No CR14-0058		
Remarks REBKD FROM 13-14785 - O/R REVKD PER JUDGE HARDY 01/31/14 BONA FIDE					
BAIL BONDS					
TOTALS					
Bail Fees \$20,000.00		Total Fees for All Current Charges \$20,000.00			

UNLAWFUL DISSEMINATION OF THIS
RESTRICTED INFORMATION IS PROHIBITED.
VIOLATION WILL SUBJECT THE OFFENDER
TO CRIMINAL AND CIVIL LIABILITY.

REL TO: Doug Lewis @ Run Can't Hide
Bail Bonds

DATE: 10/21/14

WASHOE COUNTY SHERIFF'S OFFICE

BY: [Signature] 4266

THIS REPORT NOT
TO BE REPRODUCED

Washoe County Jail

Inmate Release Information Form

Booking Name DUPREE, NORMAN				Jail ID# P-8533	Booking No 14-1814	Booking Date 01/31/2014	Booking Time 14:00
MNI 269437	Fac WC	Unit INK	Cell 0001	Rls Reason BAIL		Release Date 01/31/2014	Relis Time 21:34

Charge 1

Authority REBOOK	NOC/Charge 51093	Charge Literal SELL, SCH I OR II C/S	PCN WCAS0001252C
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Court SECOND JUDICIAL DISTRICT COURT DEPT 1, 75 COURT ST, RENO, NV 89520
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Bail Amount \$20,000.00	Relis Condition
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Court Date 03/18/2014	Court Time 09:00	Disp Type BAIL
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Disposition Date 01/31/2014	Disp Time 19:40
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Remarks REBKD FROM 13-14785 - O/R REVKD PER JUDGE HARDY 01/31/14 BONA FIDE
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BAIL BONDS

If I am released on my Own Recognizance, or by bail posted, I hereby promise to appear in the Court, and on the date and time, that are shown on the charges indicated above with the court name, address, appearance date, and appearance time printed with each. I am fully aware that my Failure to Appear to any of the above mentioned dates will result in my arrest, and an additional charge being placed against me. If I should leave the Court's Jurisdiction, I hereby waive all rights and any formal requirements that relate to extradition proceedings; and further, I will be responsible for any and all expenses relating to my return to this jurisdiction.

I further acknowledge that I understand that any Court of competent jurisdiction may revoke this order of release without bail, without notice, and may order me into custody or require me to furnish bail, or otherwise, in order to ensure my appearance.

Release Prepared By _____

Defendant's Signature _____

Sergeant's Signature _____

THIS REPORT NOT
TO BE REPRODUCED

EXHIBIT 3

EXHIBIT 3

Washoe County Jail									
Inmate Booking Information Form									
Jail ID# P-8533	Booking No 14-7928	Soc [REDACTED]	MNI 269437	Booking Date 05/14/2014	Booking Time 18:35				
Name DUPREE, NORMAN DEMETRIUS									
Booking Name DUPREE, NORMAN									
Address 4535 MT BACHELOR DR				City SPARKS	State NV	ZIP Code 89436			
Race BLACK				Sex M	Height 5'10"	Weight 155#	Hair Color BLK	Eye Color BRO	
Total Charges 1	Unsentenced	Sentenced	Holds		State Hold	Federal Hold			
DOB 06/29/1977									
Place Of Birth City RENO				Place Of Birth State NEVADA					
Occupation CAREGIVER				Employer UNEMPLOYED					
Arrest Agency BAIL BOND SURRENDER					Arrest Date 05/14/2014		Arrest Time 17:45		
Vehicle Stored At: NA									
Charge 1									
NOC/Charge 51093			Charge Literal SELL SCH I OR II C/S, 2ND				3599NV		Level F
Court SECOND JUDICIAL DISTRICT COURT DEPT 1							OCA# 13-5736		
Warrant No			Warrant Agency						
PCN WCAS0001252C	Bail Amount \$20,000.00	Bail Type BB	Court Case No CR14-0058						
Remarks REBOOK BOND SURRENDER: BONAFIDE BAIL BONDS. BCA#:14-1814.5/15/14									
JUSTIN BROS BAIL BONDS.									
TOTALS									
Bail Fees \$20,000.00		Total Fees for All Current Charges \$20,000.00							

UNLAWFUL DISSEMINATION OF THIS
RESTRICTED INFORMATION IS PROHIBITED.
VIOLATION WILL SUBJECT THE OFFENDER
TO CRIMINAL AND CIVIL LIABILITY.

REL TO: Doug Lewis & Run Can't Hide
Bail Bonds
DATE: 10/21/14
WASHOE COUNTY SHERIFF'S OFFICE
BY: Jul 4266

THIS REPORT NOT
TO BE REPRODUCED

Washoe County Jail

Inmate Release Information Form

Booking Name DUPREE, NORMAN				Jail ID# P-8533	Booking No 14-7928	Booking Date 05/14/2014	Booking Time 18:35
MNI 269437	Fac WC	Unit H07	Cell 06	Rls Reason BAIL	Release Date 05/15/2014		Rel's Time 02:15

Charge 1

Authority REBOOK	NOC/Charge 51093	Charge Literal SELL SCH I OR II C/S	PCN WCAS0001252C
Court SECOND JUDICIAL DISTRICT COURT DEPT 1, 75 COURT ST, RENO, NV 89520			
Bail Amount \$20,000.00		Rel's Condition	
Court Date	Court Time	Disp Type BAIL	
Disposition Date 05/15/2014	Disp Time 00:41		

Remarks
REBOOK BOND SURRENDER: BONAFIDE BAIL BONDS. BCA#:14-1814.5/15/14

JUSTIN BROS BAIL BONDS.

If I am released on my Own Recognizance, or by bail posted, I hereby promise to appear in the Court, and on the date and time, that are shown on the charges indicated above with the court name, address, appearance date, and appearance time printed with each. I am fully aware that my Failure to Appear to any of the above mentioned dates will result in my arrest, and an additional charge being placed against me. If I should leave the Court's Jurisdiction, I hereby waive all rights and any formal requirements that relate to extradition proceedings; and further, I will be responsible for any and all expenses relating to my return to this jurisdiction.

I further acknowledge that I understand that any Court of competent jurisdiction may revoke this order of release without bail, without notice, and may order me into custody or require me to furnish bail, or otherwise, in order to ensure my appearance.

Release Prepared By _____

Defendant's Signature _____

Sergeant's Signature _____

THIS REPORT NOT
TO BE REPRODUCED

Washoe County Jail

Inmate Release Information Form

Booking Name DUPREE, NORMAN DEMETRIUS				Jail ID# P-8533	Booking No 13-14785	Booking Date 09/18/2013	Booking Time 12:32
MNI 269437	Fac WC	Unit H07	Cell 14	Rls Reason BAIL		Release Date 09/19/2013	Rel Time 00:51

Charge 1

Authority ARREST	NOC/Charge 52948	Charge Literal FAIL TO REGISTER BY	PCN WCAS0001252C
Court RENO JUSTICE COURT, ONE SOUTH SIERRA ST, RENO, NV 89520			
Bail Amount \$500.00		Rels Condition	
Court Date 10/16/2013	Court Time 09:30	Disp Type BAIL	
Disposition Date 09/18/2013	Disp Time 22:10		
Remarks JUSTIN BROS BAIL BONDS			

Charge 2

Authority ARREST	NOC/Charge 56330	Charge Literal RESIST PUB OFF	PCN WCAS0001252C
Court RENO JUSTICE COURT, ONE SOUTH SIERRA ST, RENO, NV 89520			
Bail Amount \$500.00		Rels Condition	
Court Date 10/16/2013	Court Time 09:30	Disp Type BAIL	
Disposition Date 09/18/2013	Disp Time 22:11		
Remarks JUSTIN BROS BAIL BONDS			

Charge 3

Authority ARREST	NOC/Charge 51127	Charge Literal POSS SCH I, II, III, IV	PCN WCAS0001252C
Court RENO JUSTICE COURT, ONE SOUTH SIERRA ST, RENO, NV 89520			
Bail Amount \$5,000.00		Rels Condition	
Court Date 10/16/2013	Court Time 09:30	Disp Type BAIL	
Disposition Date 09/18/2013	Disp Time 22:12		
Remarks JUSTIN BROS BAIL BONDS			

Charge 4

Authority ARREST	NOC/Charge 51137	Charge Literal POSS <= 1 OZ MARIJUA	PCN WCAS0001252C
Court RENO JUSTICE COURT, ONE SOUTH SIERRA ST, RENO, NV 89520			
Bail Amount \$500.00		Rels Condition	
Court Date 10/16/2013	Court Time 09:30	Disp Type BAIL	
Disposition Date 09/18/2013	Disp Time 22:11		
Remarks JUSTIN BROS BAIL BONDS			

THIS REPORT NOT
TO BE REPRODUCED

Washoe County Jail

Inmate Release Information Form

Charge 5

Authority ARREST	NOC/Charge 51093	Charge Literal SELL SCH I OR II C/S	PCN WCAS0001252C
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Court
RENO JUSTICE COURT, ONE SOUTH SIERRA ST, RENO, NV 89520

Bail Amount \$20,000.00	Rele Condition
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Court Date 10/16/2013	Court Time 09:30	Disp Type BAIL
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Disposition Date 09/18/2013	Disp Time 22:12
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Remarks
JUSTIN BROS BAIL BONDS

If I am released on my Own Recognizance, or by bail posted, I hereby promise to appear in the Court, and on the date and time, that are shown on the charges indicated above with the court name, address, appearance date, and appearance time printed with each. I am fully aware that my Failure to Appear to any of the above mentioned dates will result in my arrest, and an additional charge being placed against me. If I should leave the Court's Jurisdiction, I hereby waive all rights and any formal requirements that relate to extradition proceedings; and further, I will be responsible for any and all expenses relating to my return to this jurisdiction.

I further acknowledge that I understand that any Court of competent jurisdiction may revoke this order of release without bail, without notice, and may order me into custody or require me to furnish bail, or otherwise, in order to ensure my appearance.

Release Prepared By _____

Defendant's Signature _____

Sergeant's Signature _____

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