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# For Poor, Bail System Can Be an Obstacle to Freedom

By JOHN ELIGON

Before George Zouvelos agrees to post someone's bail, a customer must put up cash, sign a 20-page contract and initial 86 separate paragraphs.

Those paragraphs are chock-full of fees: \$250 if the defendant misses a weekly check-in; as much as \$375 an hour for obscure tasks like bail consulting and research; and unspecified amounts if Mr. Zouvelos, a bail bondsman based in Manhattan, farms out tasks like obtaining court documents or delivering release papers to jail.

Then there are the thousands of dollars that Mr. Zouvelos can charge if he decides to revoke a bond and return a defendant to jail, as he did 89 times during a four-month period last year.

The common perception of how the bail-bond system operates is fairly straightforward: A bondsman bails a defendant out of jail. If that defendant misses a court appearance, the bondsman can "surrender" him — chase him down and haul him back to jail.

The reality is more troubling.

Vague laws and insufficient oversight have allowed some bondsmen in New York to return defendants to jail for questionable or unspecified reasons, and then withhold thousands of dollars to which they may not be entitled, according to lawyers, judges, state regulators and even some bondsmen.

Those cases turn the system on its head: Those who are supposed to give poor defendants a shot at freedom while their cases are pending are instead the ones locking them up and disenfranchising them further.

The laws "are open for exploitation," said James Carfora, a Long Island-based bail bondsman.

“They need to be more specific,” he said. “If I bail a guy out today and I don’t like him, I can put him back in jail, and it’s O.K. To me, that’s screwed up.”

Complaints against bondsmen have risen in recent years, according to the [New York State Insurance Department](#). Although the allegations may often involve only a thousand dollars, that sum can be the difference between freedom and detention for indigent defendants who make up most of bondsmen’s clientele.

Over a four-year period that ended in mid-July, the department received 227 complaints against 43 bail-bond agents. But those figures may represent only a fraction of the actual grievances: People often do not know when a bondsman is violating their rights or where to file a complaint, experts say.

But the complaints have been alarming enough that the Insurance Department, which licenses bondsmen, is considering implementing new regulations intended to rein in agents who do things like place onerous restrictions on defendants, frequently surrender them, and deduct excessive fees from the cash collateral that clients are supposed to get back.

“Our current enforcement actions are more aggressive than in the past, but the regulations need to be enhanced to provide additional enforcement powers,” said Steven Nachman, the head of the department’s frauds and consumer services bureaus.

Justice Thomas A. Farber of State Supreme Court in Manhattan was so disturbed by the number of defendants that bondsmen were surrendering that he wrote a letter to the borough’s administrative judge within the past year expressing his concern.

“It is a process and an industry that seems to elude effective regulation,” said Timothy J. Murray, the executive director of the [Pretrial Justice Institute](#), a Washington organization that advocates bail reform. “So much of the business transaction is not subject to the public view, nor to much in the way of scrutiny.”

Bail is money that defendants give courts to hold in exchange for their freedom while their cases are pending. But thousands of defendants who lack the money to post bail turn to bondsmen, who charge a percentage of the bail amount and submit a bond to the court, promising to pay the bail if the defendant flees.

The bondsmen often take collateral — usually cash or property — that is supposed to be returned as long as a judge does not order the bail forfeited.

A more common complaint among defendants who pay the collateral in cash is that bondsmen keep some or all of it, deducting fees for unnecessary or invented services. Some bondsmen say the fees are for legitimate purposes like rearresting a defendant. For defendants who have been rearrested, the effects can be devastating: unless the collateral was returned, they often do not have enough money to pay for a new bond.

During a four-month period in 2010, Mr. Zouvelos sent back to jail at least 89 people whom he had bailed out, including some defendants who had not missed a single court appearance, said Vincent Conwell, one of Mr. Zouvelos's contract bounty hunters.

"I'd say 60 percent of the people I put back in jail I feel bad for putting them back," Mr. Conwell said. "You start thinking like, 'This guy really shouldn't be going back.'"

Mr. Zouvelos said his staff was now better at tracking cases, so he no longer had to surrender as many defendants.

The contract that Mr. Zouvelos requires customers to sign includes a charge of 15 percent of a client's bail amount if he rearrests the client — essentially giving himself a financial incentive to throw back in jail someone he has bailed out.

Mr. Zouvelos said a large part of the fees he charged went to vendors for things like locating, rearresting and transporting the clients. He said he did not keep any of the money.

He also defended his practice and the industry, saying that bail bondsmen take on a lot of financial risk and that he must do what he can to avoid having to pay the courts when his clients skip bail.

"By curtailing the activity and constantly monitoring the bonds," Mr. Zouvelos said, "it's mitigating loss. I take less collateral and give people a shot. Those are traditionally much riskier undertakings."

One of his clients, Annette George, said that in March, Mr. Zouvelos revoked her son's \$15,000 bond and threw him back in jail. About two months earlier, she had given Mr. Zouvelos's company more than \$5,000 in premium and collateral for her son, Travis Saunders, 20.

At a hearing in State Supreme Court in Manhattan the day after Mr. Saunders was sent back to jail, his lawyer said the bond company explained that it had surrendered Mr. Saunders because of new "police contact." But the judge, the prosecutor and the defense lawyer had

no record of any new contact by the police with Mr. Saunders.

State laws do not require bondsmen to give a reason, and no one from Mr. Zouvelos's company was in court to explain. The judge kept Mr. Saunders in custody, setting a new bail of \$3,500, and freeing Mr. Zouvelos from the bond.

Now, 10 months later, Ms. George said she still has not received the \$4,150 in collateral she had given Mr. Zouvelos, and she has since sued him for it.

Mr. Zouvelos acknowledged that Ms. George's contract called for the collateral to be returned in 90 days, and he said he was not sure why she had not received it within that period. In any case, Mr. Zouvelos said, he was now holding on to the money because Ms. George might be responsible for paying his legal bills in what he characterized as her frivolous lawsuit.

Ms. George also broke Mr. Zouvelos's rules by filing a lawsuit, he said, because his contract stated that all disputes had to be settled through arbitration.

Since 2005, the Insurance Department has received about 60 complaints against Mr. Zouvelos and his company, Spartan Bail Bonds.

Last week, the department filed administrative charges against Mr. Zouvelos, saying among other things that he had charged improper fees and failed to return collateral and premium. The department has identified a dozen cases over a period of two and a half years in which Mr. Zouvelos received a total of more than \$41,000 in collateral but returned only about \$15,000 of it to clients. A hearing on the charges has been scheduled for next month.

Mr. Nachman, the head of fraud and consumer services, declined to comment on specific cases, but he said it was generally difficult to determine what fees were improper because the law allowed bondsmen to enter into private contracts with the people they bail out. In Mr. Zouvelos's case, the department has charged that he acted in an untrustworthy and incompetent manner.

Mr. Zouvelos pleaded guilty last year to misdemeanor charges of possessing an unloaded shotgun and knife, and attempting to pass the weapons to someone else while the police were arresting him in his office. He was sentenced to 10 days of community service.

Another case in Manhattan illustrated how a bail-bond company could try to extract extra money from anyone associated with a bond.

In May, Affordable Bails, a company with seven offices in the New York area, posted a bond for Abdur Rashid Salaam, who had been arrested in Manhattan on grand larceny charges. Property and \$5,000 were given as collateral on Mr. Salaam's behalf.

About a month later, Affordable Bails sent Mr. Salaam back to jail. Mr. Salaam's lawyer at the time, Gary G. Becker, said he had to argue with the company before it returned the \$5,000, which Affordable Bails did not record on the bond affidavit filed in court, even though the law required that the collateral be listed.

When Affordable Bails returned the \$5,000, an agent with the company demanded \$10,000 in recovery fees from the two people whose signatures were on the bond: Mr. Salaam's daughter, Robinette Merritt, and a friend, James Greene. The bond company threatened them with jail, according to Ms. Merritt and Mr. Greene's former lawyer, Dawn Florio.

"I didn't understand what all these costs were for," Ms. Florio said, adding that Mr. Salaam "turned himself in" and "it wasn't like you had to go bounty hunting to get him."

Mr. Greene paid an additional \$2,000, Ms. Florio said, and Affordable Bails stopped asking for more after she became involved.

Because Mr. Salaam had been surrendered, a judge set his new bail at \$75,000, which Mr. Salaam has not posted. Lewis Lilla, an owner of Affordable Bails, declined to comment.

Mr. Becker wrote in an e-mail that he was troubled that "a defendant can be ordered imprisoned by a court based solely on the unsworn, untested word of a non-law-enforcement civilian, a civilian who stands to profit financially if the defendant is incarcerated." The lawyer added, "That is not due process of law."

Justice [Michael J. Obus](#), the administrative judge in State Supreme Court in Manhattan, said he periodically received complaints from judges about seemingly improper bond revocations. But he said it was up to the department to respond to complaints of improper surrender.

"I really don't think we have much choice but to accept the defendant back if the bond company doesn't want to continue taking responsibility for it," Judge Obus said.