

1 CALIFORNIA DEPARTMENT OF INSURANCE
LEGAL DIVISION
2 Compliance Bureau - San Francisco
Bruce S. Wiener, Bar No. 049027
3 45 Fremont Street, 21st Floor
San Francisco, CA 94105
4 Telephone: 415-538-4128
Facsimile: 415-904-5490

5 Attorneys for Steve Poizner
6 Insurance Commissioner

7

8

BEFORE THE INSURANCE COMMISSIONER

9

OF THE STATE OF CALIFORNIA

10

11 In the Matter of the Licenses and Licensing
Rights of

File No. 08CO72896-AP

12

ACCUSATION

13

JOEL THOMAS TOLER,

14

Respondent.

15

16

The Insurance Commissioner of the State of California in his official capacity alleges that:

17

I

18

Respondent, JOEL THOMAS TOLER, now is and since December 8, 2003, has been
19 licensed by the Insurance Commissioner to act as a Bail Agent. Respondent was previously
20 licensed by the Insurance Commissioner to act as a Fire and Casualty Broker-Agent from January
21 16, 2004 to January 31, 2006.

22

II

23

In early April of 2008, Respondent was contacted by telephone from jail by Adam
24 Baldwin and arranged bail bonds for the release of Adam Baldwin and his wife, Akela Gilmore,
25 who was also in custody on a separate case. The bail bond for Akela Gilmore was exonerated on
26 May 19, 2008, when Akela Gilmore was released on her own recognizance. The bail bond issued
27 for Adam Baldwin was exonerated on May 6, 2008, when he was sentenced. Neither Adam
28 Baldwin nor Akela Gilmore was out on bail or had any bail bond in effect on May 29, 2008.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

III

On May 29, 2008, at approximately 10:00 p.m., Respondent went to the apartment in Vacaville where Adam Baldwin and Akela Gilmore resided and knocked on the door. When Akela Gilmore answered the door, Respondent told her that he was the bail bondsman and asked her if Adam Baldwin was inside the apartment. Akela Gilmore told him that Baldwin was not there, that she did not know where Baldwin was, that she had court papers showing that both she and Baldwin were no longer out on bail, and that their bail bonds had been exonerated. When Respondent told Akela Gilmore that he needed to see the court papers, she told Respondent to wait at the door. Akela Gilmore closed the door and went to her bedroom to look for the court papers. A few minutes later she heard Respondent banging forcefully on the door and was afraid that he would wake up her sleeping family members. Akela Gilmore went back and opened the front door slightly and told Respondent that she needed more time to find the papers. Respondent told Akela Gilmore that he was coming inside to look for Baldwin, pushed the door open and entered the apartment despite her protests, and began shining his flashlight around the apartment. Respondent's actions caused Akela Gilmore's aunt and father to awaken and come out of their bedrooms into the hallway of the apartment.

IV

Larry Gilmore, Akela's father, asked Respondent under what authority he was searching the apartment and to show him a document that authorized Respondent to be there. Respondent showed Larry Gilmore the badge he was wearing which stated "Bail Agent" on it. Larry Gilmore repeatedly told Respondent that if he did not have any document showing his legal justification to be in the residence that he needed to leave the apartment. Respondent refused to leave the apartment. A verbal and physical confrontation then took place between Larry Gilmore and Respondent in the hallway and front room of the apartment. Larry Gilmore shoved Respondent toward the front door and told him to leave. Respondent pulled a Taser out of the vest he was wearing and fired at Larry Gilmore, with the Taser darts hitting a kitchen cabinet. Larry Gilmore then grabbed a baseball bat to defend himself, told Akela to call the police, and again told Respondent to leave. When Respondent refused to leave the apartment, Larry Gilmore struck

1 Respondent in the rib cage area with the bat and Respondent fired the Taser at Larry Gilmore
2 again, with one of the darts hitting him in the chest and knocking him to the floor. Respondent,
3 who had also called the police from inside the apartment, then left the apartment and waited for
4 the police outside the door of the apartment. When the police arrived, Respondent told them that
5 he was doing a "compliance" check on Adam Baldwin, that prior to going to the apartment he had
6 not checked their bail status or any court paperwork to determine whether either Akela Gilmore
7 or Adam Baldwin was in violation of their bail, that he had never met either Akela Gilmore or
8 Baldwin prior to Akela Gilmore identifying herself at the door of the apartment, that he did not
9 have any photographs of Akela Gilmore or Baldwin, and that he knew only Baldwin's height and
10 weight and had no physical description of Akela Gilmore.

11 V

12
13 Craig Chavez, of Suisun City, California, obtained a bail bond through Respondent and
14 put up his house as collateral on the bond. As of March of 2009, Chavez had made all his court
15 appearances and had attempted to make premium payments to Respondent for the bail bond, but
16 Respondent had refused premium payments from Chavez because he wanted to take over the
17 property. On March 4, 2009, at approximately 8:00 p.m., Chavez's girlfriend, Lisa Walker, and
18 her two children were asleep inside the residence when Respondent opened the unlocked front
19 door and yelled, "Hello, anybody there?" When Walker, who was lying on the couch in the
20 living room, replied who was there, she observed Respondent standing in the doorway pointing a
21 big gun at her. When Respondent asked Walker if anyone else was in the house, Walker told him
22 that her two children were in one of the bedrooms. Respondent told Walker that he was looking
23 for Chavez and Walker told him that Chavez was not present in the residence. Another bail agent
24 with Toler searched all the rooms of the house for Chavez while Respondent stood at the doorway
25 with his gun pointed at her. Respondent told Walker that he owned the property and she needed
26 to leave the property with her children. Respondent then saw Chavez drive by the house and he
27 and the other bail agent exited the house and went after the car. Chavez parked the car about one
28 hundred yards south of the house and fled from the car on foot up a hill when he saw

1 Respondent's car in front of the house. When Respondent and the other bail agent did not find
2 Chavez, they returned to the house about fifteen minutes later and searched the master bedroom
3 and searched through boxes in the garage. Respondent told Walker that he had disabled her car
4 before the two men left the house. Respondent had slashed two of the tires on Walker's car.

5 VI

6 Joey Alcala, of Fairfield, California, was arrested in early April of 2009 and booked into
7 the Solano County Jail. Alcala called Respondent to arrange for a bail bond. When Alcala told
8 Respondent that he worked at Timec, Respondent asked Alcala if he knew a Jeffrey Moore who
9 was a foreman at Timec. When Alcala stated that he did know Moore, Respondent told Alcala
10 that if Alcala would help him find Moore within three weeks that he would not have to pay any
11 money for the bail bond, and if Alcala could not find Jeffrey Moore within the three weeks,
12 Respondent would only have to pay \$1,000 and Respondent would give Alcala ninety days to pay
13 the \$1,000 premium for the bail bond. After being released from jail, Alcala called Respondent
14 several times but Respondent never responded to Alcala's messages. On Easter Sunday (April
15 13, 2009), Respondent called Alcala and told him that he was going to take him back to jail
16 unless he arranged for a co-signer for the bail bond. Alcala made arrangements with Marina Paris
17 to co-sign for him on the bond and set up a meeting with Respondent at Alcala's residence with
18 the co-signer, but Respondent failed to show up for the meeting. On April 17, 2009, Respondent
19 called Alcala again and told Alcala that he was going to take him back to jail. Alcala did not
20 understand why Respondent was going to take him back to jail as Alcala had not missed any of
21 his court appearances. Respondent told Alcala that he would see him at his next court appearance
22 on April 20, 2009, but although Alcala waited for Respondent until 3:00 p.m. at the court house,
23 Respondent never showed up for the meeting.

24 VII

25 In the late afternoon of April 20, 2009, Alcala was working in the fields on his ranch in
26 Fairfield when he noticed several vehicles driving down Cherry Glen Road. One of the cars
27 stopped and a man asked if he was Joey Alcala. When Alcala answered in the affirmative, the
28 man exited his vehicle, drew a handgun and pointed it at Alcala, and told Alcala to put his hands

1 up. Respondent then drove up in a second car, placed Alcalá's hands behind his back and
2 handcuffed him, placed Alcalá on his knees and kicked him from behind while telling the other
3 man that "This is the way you treat these guys." Respondent then kicked and punched Alcalá
4 several times while Alcalá was handcuffed and face down on the ground. Alcalá was then placed
5 in Respondent's car where Respondent grabbed Alcalá's throat and squeezed very hard.
6 Respondent then drove to the Solano County Sheriff's Office with Alcalá, but got into a verbal
7 argument with a deputy sheriff and placed Alcalá back in his car. Respondent drove around for
8 about three hours with Alcalá handcuffed in the backseat of his car. Respondent then told Alcalá
9 that he needed a co-signer and Alcalá said that his cousin could sign the papers. Respondent then
10 drove Alcalá to his office and held him there handcuffed until the co-signer arrived and signed the
11 papers, at which time Alcalá was released. Alcalá sustained bruises to his face, throat, back and
12 chest while in Respondent's custody.

13 VIII

14 In 2008 Respondent issued a bail bond to secure the release of Jeffrey Moore. A man
15 named Thomas Hughes acted as a co-signer on Moore's bail bond. Thomas Hughes receives
16 some mail at the house of Terry Compton-Gordon and Donald Gordon in Vallejo and listed the
17 Gordon address as his address on the bail papers, but Hughes has never resided with the Gordons.
18 Hughes was a childhood friend of Compton-Gordon's son, John Compton. Moore was a bail
19 fugitive in 2008. In October of 2008, Respondent came onto the Gordon property and requested
20 identification from John Compton who was in the yard. John Compton told Respondent that
21 Hughes did not live there and to leave the yard. Respondent told John Compton that he could
22 arrest him and that he had the authority to search the Gordon house for Thomas Hughes. Both
23 Terry Compton-Gordon and Donald Gordon called Respondent the following day and told him
24 that Hughes did not live at their residence and that they did not want him coming back to their
25 property.

26 IX

27 On January 19, 2009, at approximately 2:00 p.m., Respondent walked up to the front door
28 of the Gordon house where he was met by Terry Compton-Gordon. Respondent identified

1 himself and stated that he was looking for Moore or Hughes. Compton-Gordon told him that
2 neither Moore nor Hughes lived there. Donald Gordon then came to the door, told Respondent
3 that Respondent had been told before that neither Moore nor Hughes lives at the Gordon house,
4 and asked Respondent to leave their property. When Respondent told the Gordons that his job
5 was rough and a hard one to do, Donald Gordon told Respondent that they were not there to do
6 Respondent's job and again asked Respondent to leave the property. Respondent became
7 agitated, took a few steps back from the door, and told Donald Gordon to come down to the
8 driveway area to fight him. Terry Compton-Gordon called the police. Respondent told the
9 Gordons that people like you get buried and never get found. Respondent then moved his right
10 hip at the waist area toward the Gordons and pulled back his jacket with his right arm to reveal a
11 handgun in a waist holster. Donald Gordon told Respondent to get off his property and
12 Respondent left.

13 X

14 Respondent failed to notify the local police or sheriff in advance that he was attempting to
15 apprehend Jeffrey Moore as a bail fugitive prior to going to the Gordon property in violation of
16 section 1299.08(a) of the California Penal Code, and further failed to have any documentation
17 with him on January 19, 2009, authorizing him to apprehend any bail fugitive in violation of
18 section 1299.06 of the California Penal Code.

19 XI

20 The matters hereinabove set forth in Paragraphs II through X show that Respondent has
21 no understanding of the obligations and duties of bail, and each paragraph constitutes separate
22 and distinct grounds for the Insurance Commissioner to suspend or revoke the license and
23 licensing rights of Respondent pursuant to the provisions of sections 1805(c) and 1807 of the
24 California Insurance Code.

25 XII

26 The matters hereinabove set forth in Paragraphs II through X show that Respondent is not
27 a fit and proper person to hold a license to act as a Bail Agent, and constitute sufficient grounds
28 for the Insurance Commissioner to suspend or revoke the license and licensing rights of

1 Respondent pursuant to the provisions of sections 1805(h), 1806 and 1807 of the California
2 Insurance Code.

3 XIII

4 The matters hereinabove set forth in Paragraphs II through X show that Respondent has
5 demonstrated incompetency or untrustworthiness in the conduct of his insurance business or has
6 by the commission of a wrongful act or practice exposed the public or those dealing with him to
7 the danger of loss, and each paragraph constitutes separate and distinct grounds for the Insurance
8 Commissioner to suspend or revoke the license and licensing rights of Respondent pursuant to the
9 provisions of sections 1668(j), 1738 and 1821 of the California Insurance Code.

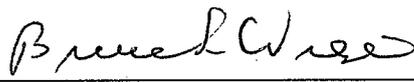
10 XIV

11 The matters hereinabove set forth in Paragraphs II through X show that Respondent has
12 participated in or has been connected with a business transaction which tends to show unfitness to
13 act in a fiduciary capacity or to maintain the standards of fairness and honesty required of a
14 trustee or fiduciary, and each paragraph constitute separate and distinct grounds for the Insurance
15 Commissioner to suspend or revoke the license and licensing rights of Respondent pursuant to the
16 provisions of sections 1805(d) and 1807 of the California Insurance Code.

17
18
19
20
21
22
23
24
25
26
27
28

DATED: 4-30-2010

STEVE POIZNER
Insurance Commissioner

By 
BRUCE S. WIENER
Senior Staff Counsel