

FILED

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DISTRICT

2008 JAN 31 AM 11:47

CLERK, U.S. DISTRICT COURT  
OCALA, FLORIDA

THE UNITED STATES OF AMERICA.

Plaintiff,

v.

Case No. 5:06-CR-00022-WTH-GRJ

WESLEY SNIPES,

Defendant.

\_\_\_\_\_ /

**MOTION FOR EXONERATION OF SURETY BOND AFTER VERDICT**

The Surety, AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA, files its Motion for Exoneration of Surety Bond after Verdict pursuant to Rule 46 of the Federal Rules of Criminal Procedure, and states as follows:

1. The Surety herein is a corporate surety having posted a corporate surety bond for the Defendant in the above styled case.
2. The Surety objects to the release of the Defendant on the existing surety bond pending an appeal of his conviction or pending sentencing. The Surety submits that pursuant to Federal Statutes 18 U.S.C. § 3143 following a conviction there must first be clear and convincing evidence to establish that the Defendant is not likely to flee the jurisdiction, that there must be a showing that the appeal is not merely for the purpose of delay and that the appeal raises a substantial legal question likely to result in a reversal or an order for new trial.
3. The Surety asserts that there exists no clear and convincing evidence to establish that this Defendant is not likely to flee the jurisdiction, following a conviction. In anticipation of the

possibility of a guilty verdict, Surety respectfully requests that the Court either detain the Defendant following a conviction or require the posting of a new bond with a different surety.

4. In the Surety's view, defendant Snipes' waiver of defenses indicates more than a lack of resolve. It can easily be inferred that the defendant has no faith in the judicial system and is an unwilling participant. It is apparent that he may not vigorously pursue an appeal, if he is not interested in presenting a defense at trial. Therefore, any appeal is likely for purposes of delay in order to allow the defendant to flee. It is also likely that Snipes simply does not consider himself to be subject to the jurisdiction of the court, or any United States governmental body. According to Associated Press reporter Travis Reed in an article published January 29, 2008 4:14pm, Snipes has, "argued in long, bizarre letters that he was a nonresident alien." In fact, Snipes was born on July 31, 1962 in Orlando Florida, making him a United States Citizen. If Snipes now believes he is a non-resident alien, it follows that he would likely believe he is not extraditable if he flees to another country. The Surety faces an enhanced risk based on these recent developments and can no longer guarantee the appearance of the defendant before the Court.

5. Due to increased risk on the bond, and in an effort to properly perform its responsibility to the court, the Surety has approached counsel for Mr. Snipes to enhance tangible bond collateral for possible release on pre-sentence and appeal. Snipes' legal counsel refused to consider any increase in tangible collateral on the bond. He further indicated that he has arrangements with another surety who is present at court and would write the pre-sentence and appeal bond without collateral. Unwillingness to consider an increase in collateral is an indicator to the Surety of increased flight risk. Providing surety with the requested tangible collateral for the bond is essentially a moot point unless the defendant flees the jurisdiction. Accordingly, the Surety is no longer able to guarantee the appearance of the defendant before the court.


6. The Surety has no meaningful direct contact with the defendant/client. All communication is through third parties and defendant's legal counsel. This lack of direct communication impedes the Surety's ability to gauge the status of the defendant and maintain the client relationship necessary to perform its duty to the court. Without direct and timely communication with the client, the Surety is unable to guarantee the appearance of the defendant before the court.

7. Based on decades of underwriting experience and considering the foregoing changes in circumstance, the Surety submits that it can no longer guarantee the appearance of the defendant and requests that in the event of a guilty verdict the defendant be remanded into custody or in the alternative allowed to post a bond with a different surety.

WHEREFORE the Surety prays that this Court will enter its Order Exonerating the Surety Bond for the Defendant.


Respectfully submitted this 31<sup>st</sup> day of JANUARY, 2008.

AMERICAN BANKERS INSURANCE  
COMPANY OF FLORIDA  
Corporate Surety  
1575 NW 14 Street  
Miami, Florida 33125  
305-324-7777

  
By: Aaron Aaba  
Surety Agent

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Surety's Motion for Exoneration of Surety Bond after Verdict has been hand delivered/mailed to Jeffrey A. McLellan, US Department of Justice. M. Scotland Morris, John Sciortino Robert E. O'Neill. James R. Klindt Assistant USA Attorneys and Defense counsel Daniel R. Meachum. Robert E. Barnes and Robert G. Bernhoft this 31<sup>st</sup> day of JANUARY, 2008.

  
By: Aaron Aaba