

### Parties/Attorneys

Plaintiff	County of Santa Barbara	
Defendant / Real Party in Interest	Allegheny Casualty Company	Brendan Pegg
Bail Bondsman	Natalie Rodriguez	

### Proposed Tentative

Penal Code<sup>1</sup> section 1305, subdivision (b)(1) provides in relevant part that “[i]f the amount of the bond or money or property deposited exceeds four hundred dollars ((\$400), the clerk of the court shall, within 30 days of the forfeiture, mail notice of the forfeiture to the surety or the depositor of money posted instead of bail. At the same time the court shall mail a copy of the forfeiture notice to the bail agent whose name appears on the bond. The clerk shall execute a certificate of mailing of the forfeiture notice and shall place the certificate in the court’s file . . . .” Subdivision (b)(2) provides that “[i]f the surety is an authorized corporate surety, and if the bond plainly displays the mailing address of the corporate surety and the bail agent, then notice of the forfeiture shall be mailed to the surety at that address and to the bail agent, and mailing alone to the surety or the bail agent shall not constitute compliance with this section.” Under subdivision (b)(3), surety or depositor shall be released of all obligations under the bond if any of the following conditions apply: (A) The clerk fails to mail the notice of forfeiture in accordance with this section within 30 days after the entry of forfeiture. [¶] (2) The clerk fails to mail the notice of forfeiture to the surety at the address printed on the bond. [¶] (3) The clerk fails to mail a copy of the notice of forfeiture to the bail agent at the adds shown on the bond.”

The surety accepts that the clerk mailed out notice of forfeiture to both the agent of the surety (the bail bondsman) and the surety, and that there is a certificate of mailing. The surety nevertheless claims that the statute above was not followed because the addresses were incomplete, as follows:

<b>BAIL BONDSMAN:</b> Natalie Rodrigu 403 E Palm Ave Burbank CA 915	<b>SURETY CO:</b> Allegheny Casualty Compa PO Box 5600 Thousand Oaks CA 913
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<sup>1</sup> All statutory references are to the Penal Code unless otherwise indicated.

Surety observes that the full names of both the bail bondsman and the surety were omitted.<sup>2</sup> More significantly, the surety emphasizes that the zip code is incomplete (missing the last two numbers). Surety insists these deficiencies failed to comply with the statutory scheme, rendering the summary judgment void and requiring exoneration of the bond. Surety attempts to bolster this argument by claiming that neither the bondsman nor the surety received the “Notice of Forfeiture,” as detailed in two declarations.

The provisions of section 1305 are said to be “jurisdictional.” (*People v. Safety National Casualty Corp.* (2010) 186 Cal.App.4th 959, 965.) Because the law disfavors forfeitures, this provision must be strictly construed in favor of the surety to avoid a forfeiture of the bond. (*Ibid.*) Failure to follow the jurisdictional prescriptions in section 1305 renders a summary judgment on the bail void. (*County of Orange v. Lexington Nat. Ins. Corp.* (2006) 140 Cal.App.4th 1488, 1493.)

Surety insists that the present matter is similar to *County of Los Angeles v. Resolute Ins. Co.* (1972) 22 Cal.App.3d 961. There, the bonds at issue were forfeited, and notice was sent by the clerk to the Fresno address of the bail agent who issued the bonds, and to an address in Los Angeles. No notice was mailed to the surety’s principal office in Palo Alto, the address that was printed on the bail bonds. The trial court denied the motion to vacate summary judgment and exonerate the bond; the appellate court reversed. Section 1305 clearly and unmistakably required notice to be mailed to the surety to the surety’s address “plainly printed or stamped” on the bond. “Clearly, the address of [the surety’s] principal California address was imprinted on the bonds, and there was error by the clerk in addressing and sending the notice of forfeiture elsewhere. It appears that failure to send the Notice to [the surety’s] principal California office in this instance was the result of an unfortunate error or accident, perhaps the result of a misunderstanding but, in any event, the summary judgment is void.” (*Id.* at p. 963.)

Surety also claims that *People v. United Bonding Ins. Co.* (1971) 5 Cal.3d 898 supports its claim. There, on January 8, 1968, defendant failed to appear. The court issued a bench warrant but did not order forfeiture of a bond previously posted. On April 16, 1968, defendant again failed to appear. On May 14, 1968, the court ordered the bond forfeited *nunc pro tunc* to January 8, 1968. The clerk gave notice of the forfeiture on May 14, 1968. The surety thereafter filed a motion to set aside the order of forfeiture and for exoneration of the bond, which was denied. Our high court reversed, concluding that a forfeiture of a bail bond under the statute must be timely declared. The court’s failure to declare a forfeiture upon nonappearance without sufficient excuse, either where no excuse is offered or where the finding of an excuse constitutes an abuse of discretion, deprives the court of jurisdiction to later declare a forfeiture. (*Id.* at p. 907.) The court was advised on January 8, 1968 that defendant’s nonappearance was without cause, and at

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<sup>2</sup> This is the address that would have appeared in the mailing to both the bondsman and the surety, as this would have been folded and placed in a window envelope.

that time, the trial court was required to declare a forfeiture. The failure to do so later deprived the court of declaration forfeiture months later. (*Ibid.*)

No doubt the names and addresses as detailed above are incomplete. There was a scrivener's omission as to the full names of the agent and surety, and as to all numerals of the zip code. But these omissions are not similarly situated to the deficiencies at issue in *County of Resolute Ins. Co.*, *supra*. As noted above, the clerk in that case **completely failed** to mail the "Notice of Forfeiture" to the surety, posting it instead to another "general agent" in Los Angeles, who asked the clerk to send the "Notice of Forfeiture" to him, which in the end was a request for a favor of a third informational notice, and could not stand as an alternative to the statutory notice to surety based on the address imprinted on the bond. Nothing similar occurred here. The same is true for *People v. United Bonding Ins. Co.*, which involves an entirely different issue – not notice but the trial court's failure to declare a forfeiture at the appropriate time.

Despite the absence of case law that supports the surety's position, the court nevertheless determines that the clerk's omissions (notably with regard to omissions of the zip code numerals) is deficient within the meaning of section 1305, subdivision (b)(3)(B) and (C). These provisions expressly provide, respectively, that the surety is "released" of all obligations under the bond if the clerk fails to mail notice of forfeiture to the surety "**at the address printed on the bond**" or fails to mail the notice of forfeiture to the bail agent "**at the address shown on bond.**" Both addresses on the bond (attached as Exhibit B) expressly included the full zip code for the surety as Thousand Oaks 91359 and for the agent as Burbank 91501. The court is not suggesting that any minor deviation from the full address on the bond automatically amounts to a jurisdictional defect. But as the court is required to construe the statute (including section 1305) in favor of the surety and against forfeiture (and thus construe the statute strictly), the court cannot say that the omission of 2 out of 5 zip code numerals constitutes a minor deviation, being sufficiently significant to impede notice and thus implicate the policy of the statute itself. As noted in *People v. American Bankers Ins. Co.* (1991) 227 Cal.App.3d 1289, 1292, the policy of section 1305 is twofold – to employ a reasonably effective means of notice and to create a reasonably reliable record of that notice. It seems anomalous to suggest that the clerk's failure to transcribe the full zip code (omitting 2 out of 5 numerals) substantially furthers the statutory scheme. Omitting 2 out of 5 numbers falls short of transcribing the address "shown on the bond" and raises a real possibility that the "Notice of Forfeiture" would not be delivered. The court finds that these omissions amount to noncompliance with section 1305, and thus constitutes a jurisdictional defect.

This determination does not end the inquiry. In *American Contractors Indemnity Co. v. County of Orange* (2005) 130 Cal.App.4th 579, the appellate court found that there was a failure to comply with the applicable notice requirements when the clerk failed to include the surety's and agent's address in the declaration of service (even though the bail bond itself included both

addresses). (*Id.* at p. 583.) The appellate court found this defect did not require vacation of summary judgment and exoneration of the bond if the surety received actual notice of the forfeiture. (*Id.* at p. 584 [the notification requirements of section 1305 are satisfied if the bail agent received actual notice of the forfeiture despite the clerk’s statutory noncompliance]; *People v. International Fidelity Ins. Co.* (2010) 185 Cal.App.4th 1391, 1401 [even if the explicit requirements of section 1305 are not met, as long as the surety has actual notice of the bond forfeiture, the goals of section 1305 have been satisfied].) The undisputed evidence in *American Contractors* showed that both the bail agent and the surety received actual notice of the forfeiture, based on declarations presented. “Therefore, Penal Code section 1305’s goals were satisfied, and the trial court did not abuse its discretion in denying American’s motion to set aside the summary judgment.” (*Id.* at p. 584.)

The moving party here claims that neither the bondsmen nor the surety received actual “Notice of Forfeiture.” In support, it presents two declarations. The first is from Natalie Rodriquez (the named bondsmen on the bond), who is the “authorized Bail Agent for Allegheny Casualty Company . . . .” She declares that her agency posted the bond at issue, and her responsibilities “include oversight on all bail bond forfeitures on bonds written by my agency and each one is logged into our system.” “Neither I, nor anyone at my agency received a forfeiture notice on bond number AS30K234353 [the bond at issue] posted on behalf of Gagik Kristosturyan. Had a forfeiture notice been delivered to my office at the address listed on the bond, it would have been stamped accordingly and entered into our system. I have conducted a thorough search, both of our physical files and our digital records and I am certain that no forfeiture notice on this bond was ever received. . . .” By contrast, on December 23, 2025, “I received a copy of the Notice of Summary Judgment in this matter. Receipt of this Notice was the first time I became aware of the forfeiture on this bond . . . .” She emphasizes that she has been a “licensed bail agent since 2017 and there has never been a forfeiture on one of my bonds that I was not aware of. My forfeiture management system is very well organized, and every forfeiture is accounted for and thoroughly investigated.” In her opinion, “the incomplete zip code is the most likely cause for why the forfeiture notice was not delivered. . . .”

In the second declaration, Loss Control Manager for Alleghany Casualty Company Jimmy Moscoso declares that his job responsibilities “include oversight on all bail bond forfeitures on Alleghany Casualty Company bail bonds and each one is logged into our system.” He declares (as did Ms. Rodriguez) that no one in his department (including himself) “received a forfeiture notice on [the same bond as above]. Had a forfeiture notice been delivered to Alleghany Casualty Company at the address listed on the bond, it would have been stamped accordingly and entered into our system. I have conducted a thorough search, both of our physical files and our digital records, and I am certain that no forfeiture notice on this bond was ever received.” It is his opinion that the “incomplete zip code is the most likely cause” as to why the notice of forfeiture “was not delivered . . . .”

There is no argument that the clerk of the court failed to regularly perform his or her duty pursuant to Evidence Code section 664. (*American Contractors Indemnity Co.*, *supra*, 130 Cal.App.4th at p. 583.) Indeed, it is undisputed that the clerk mailed the notice. The presumption at issue is the one contained in Evidence Code section 641, which provides that a letter “correctly addressed” and properly mailed creates a rebuttable presumption that the letter was received in the ordinary course of mail. Here, as discussed above, the court has concluded that the letter was not correctly addressed. The court need not rely on this fact to discount the presumption, however, because the surety (unlike the surety in *American Contractors Indemnity Co.*) has presented credible, uncontested evidence in both declarations that neither the bondsman nor the surety received actual notice of the “Notice of Forfeiture” despite adequate procedures in place if the notice had been received. (See, e.g., *Bonzer v. City of Huntington Park* (1993) 29 Cal.App.4th 1474, 1481 [the rebuttable presumption for receipt of a letter can be overcome by detailed and credible declarations that notice was not actually received].) The evidence is uncontested, as no opposition has been filed, despite service by mail on January 2, 2026, to the Santa Barbara District Attorney in Lompoc and the Santa Barbara County Counsel in Santa Barbara.<sup>3</sup> The only appropriate inference from the unimpeached evidence shows that neither the bondsman nor the surety received actual notice.

Accordingly, the court grants the motion to vacate summary judgment and exonerate the \$25,000 bond. The court will sign the moving party’s proposed order.

The parties are directed to appear at the hearing either in person or by Zoom.

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<sup>3</sup> In the electronic court file there is a letter from the Office of County Counsel, County of Santa Barbara, dated January 14, 2026, and addressed to the surety and bondsmen (with the full address as presented on the bond), demanding payment of the \$25,000 bond. The letter does not address in any way the moving parties’ contentions (and thus fails to present a different evidentiary picture).