

***County of Santa Barbara vs Lexington National Insurance Corp  
(Case No. 26CV00627)***

**Hearing Date:** May 12, 2026

**Nature of Proceeding:** Motion to Set Aside Summary Judgment on Bond Forfeiture

**Attorneys:** *For plaintiff:* County Counsel

*For defendant:* Daniel Moaddel

**Tentative Ruling:**

The court finds that mailing occurred and that it had jurisdiction to enter judgment. The motion to vacate is accordingly denied.

**Background:**

On February 27, 2025, the District Attorney filed a complaint against Serena Vega for first degree residential burglary. Lexington National Insurance Co. issued bail bond number 2025DD005830 in the sum of \$50,000, which was posted by Superior Bail Bond. The court ordered it forfeited on May 28, 2025. (Case No. 25CR01497.)

Notice of Forfeiture of Bond was mailed on May 30, 2025. (Pen. Code,[1] § 1305, subd. (b)—clerk of the court shall, within 30 days of the forfeiture, mail notice of the forfeiture to the surety if amount of bond exceeds \$400.) The surety then had 180 days, plus five days because the notice is mailed, to either produce the accused in court and have the forfeiture set aside, or to demonstrate other circumstances requiring the court to vacate the forfeiture, or to file a motion to extend the appearance period. (See §§ 1305, subs. (c)–(d), (f)–(g); 1305.4.) The appearance period expired on December 1, 2025.

If the appearance period expires and the bail forfeiture has not been set aside, the court must enter summary judgment against the surety/bail agent in accordance with the terms of the bail bond. (§ 1306 (a); *People v. North River Ins. Co.* (2020) 53 Cal.App.5th 559, 563.) Summary judgment in this context is a consent judgment based on the terms of the bond; there is no hearing (it is tantamount to a ministerial act). The trial court had 90 days to enter summary judgment on the bond. (*People v. American Contactors Indemnity Co.* (2004) 33 Cal.4th 653, 658.) On January 27, 2026, within 90 days of the expiration of the appearance period, the court entered summary judgment forfeiting the bond. Notice of entry of the judgment was mailed on January 29, 2026. (Case No. 26CV00627.)

On February 17, 2026, Lexington National Insurance Corp. and Superior Bail Bonds filed a motion to set aside the summary judgment. The motion was timely served on County Counsel on February 13, 2026, by mail. Opposition was due April 29, 2026. There is no opposition on file.

**Analysis:**

The parties argue that the court lost jurisdiction over this bond because it failed to mail the notice of forfeiture to the bail agent and surety pursuant to Penal Code section 1305. That section provides that the 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. [¶] (B) The clerk fails to mail the notice of forfeiture to the surety at the address printed on the bond. [¶] (C) The clerk fails to mail a copy of the notice of forfeiture to the bail agent at the address shown on the bond.” (Pen. Code, § 1305, subd. (b)(3).) 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.)

Here, the motion proceeds on the assumption that notice of forfeiture was not sent. The moving parties have attached as an exhibit a copy of the Superior Court Case Information obtained from the court’s website and they assert “there is nothing entered as to the Court Clerk mailing the Notice of Forfeiture to the Surety and BAIL AGENT.” (Memorandum, p. 3, ll. 19-22.) However, there is a line item on the Exhibit under Events Hearing that states: “Notice of Forfeiture of Surety Bond, Filed.” This was entered on May 30, 2025 and can be found in the register of actions.

Evidence Code section 641 creates a presumption “that adequate proof of mailing is presumptive evidence of receipt.” (*Seibert Security Services, Inc. v. Superior Court* (1993) 18 Cal.App.4th 394, 403.) If there is evidence that a document was properly mailed, the trier of fact must presume the document was received. (Evid. Code, § 604.) That presumption, however, may be rebutted by contradictory evidence. (*Seibert Security Services, Inc. v. Superior Court, supra*, at p. 403.) But even when “presumption disappears where, as here, it is met with contradictory evidence, inferences may nevertheless be drawn from the same circumstances that gave rise to the presumption in the first place.” (*Craig v. Brown & Root, Inc.* (2000) 84 Cal.App.4th 416, 421.)

Notably, nothing in the governing Penal Code sections requires that the notice be received as a condition to obtaining summary judgment on the bond. Section 1305 requires that the forfeiture be set aside if “[t]he clerk fails to mail the notice of forfeiture in accordance with this section within 30 days after the entry of forfeiture.” Here, the clerk did, in fact, mail the notice, as evidenced by the proof of service in the register of action. A comparison of the addresses stated on the certificate of service with the addresses that appear on the bail bonds shows that the addresses on the certificates are correct. This is sufficient to support the presumption under Evidence Code section 641 that the bond issuer and bond agent received the notice. (*Craig v. Brown & Root, Inc., supra*, 84 Cal.App.4th at p. 421.)

The parties have supplied the declaration of Robin Frank, Vice-President of Lexington, in which he states that he is responsible for California bail bond forfeitures sent to Lexington; that he does the data entry on each one; that neither he nor any other employee of Lexington National Insurance Corporation received a forfeiture notice on bond number 2025-DD-5830; and if one had been received, he would have been informed of it.

(Frank Decl., ¶¶ 1-5.) In addition, the declaration of Martin Basaldua, of Superior Bail Bonds, states that he is in charge of inputting all notices from the court of bail bond forfeitures and that Superior Bail Bond did not receive any notice of forfeiture from the clerk. (Basaldua Decl., ¶¶ 2, 5.)

To the extent the parties contend that this evidence establishes the trial court lacked jurisdiction to enter summary judgment because the clerk of the court failed to mail notice of the bond forfeiture, as section 1305 requires, it is incorrect. As noted above, the proper focus is whether the clerk *mailed* it, not whether it was *received*. Evidence that mail was not received does not establish that it was not mailed. (See *People v. Safety National Casualty Corp.*, *supra*, 186 Cal.App.4th at p. 59—“That Surety and Agent have no records of the certificate or having received it does not mean that the clerk of the court did not mail it.”)

The court finds that mailing occurred and that it had jurisdiction to enter judgment. The motion to vacate is accordingly denied.