

Parties/Attorneys:

Plaintiff	County of Santa Barbara	No response
Defendant	Seaview Ins. Company	Toni L. Martinson, Esq. Margaret Lewey San Filippo, Esq.

Tentative Ruling:

For the reasons stated below, the moving party is directed to appear and clarify the relationship between Seaview Insurance Company and Aladdin Bail Bonds. Otherwise, the record as it currently stands does not foreclose the possibility that Seaview Insurance Company received actual notice of the forfeiture.

The parties are instructed to appear at the hearing for oral argument. Appearance by Zoom Videoconference is optional and does not require the filing of Judicial Council form RA-010, Notice of Remote Appearance. (See Remote Appearance (Zoom) Information | Superior Court of California | County of Santa Barbara.)

MEMORANDUM

On December 28, 2022, the District Attorney filed a complaint against Michael Todd Garrett for firearm related offenses, with special allegations. This case involves bail bond number SV50-5449183 in the amount of \$50,000, which was issued by Seaview Insurance Company by their bond agent Aladdin Bail Bonds. The court ordered it forfeited on April 16, 2025. (Case No. 22CR09085.)

Notice of Forfeiture of Bond was mailed on April 16, 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, subds. (c)–(d), (f)–(g); 1305.4.) The appearance period expired on Saturday, October 18, 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

¹ All future references are to the Penal Code unless stated otherwise.

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 October 20, 2025, the clerk mailed a bail bond demand letter. On December 5, 2025, the court entered summary judgment on the bond.

On January 8, 2026, Seaview Insurance Company filed a Motion to Vacate Summary Judgment. The motion was served on County Counsel on August 12, 2025, by Federal Express. There is no opposition.

Seaview argues that neither it nor Aladdin Bail Bonds received notice of the forfeiture that was mailed on April 16, 2025. Penal Code section 1305, subdivision (b) (3) 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.”

Seaview appears to accept 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:

<p>BAIL BONDSMAN: Aladdin Bail Bon 6868 Santa Teresa Blvd San Jose CA 951</p>

<p>SURETY CO: Seaview Insurance Compa 1000 Aviara Parkway Suite 300 Carlsbad CA 920</p>

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

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.)

The court determines that the clerk's omissions of the last two digits of the zip code is deficient within the meaning of section 1305, subdivision (b)(3)(B) and (C). Bail bond SV50-5449183 included the addresses and full zip codes for both the surety and for the agent. 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. While the court is not suggesting that any minor deviation from the full address on the bond automatically amounts to a jurisdictional defect, the omission of 2 out of 5 zip code numerals is sufficiently significant to impede notice and thus implicate the policy of the statute itself. 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 Karen Olmos, who has been employed by Aladdin Bail Bonds for 21 years. She is the Pre-Investigation Manager (Northern) for the Claims Pre-Investigations Unit of Aladdin Bail Bonds, as agent for surety Seaview Insurance Company (“Aladdin”). She describes how a notice of forfeiture is handled once it is received at their San Jose office. She attests to the fact that the notes in the Bond Management Application system do not show that the surety or the bail agent ever received notice of the April 14, 2025, forfeiture.

The other declaration is from Juneatta Malele, who has been employed by Aladdin Bail Bonds for approximately 25 years. She also states that she is “the Director of Claims Operations at *Surety's* corporate office, which is located at 1000 Aviara Parkway, Suite 300, Carlsbad, California.” (Malele Decl., para. 1.) She states: “*Aladdin* has established procedures to record and track the receipt of all notices of forfeiture.” (Malele Decl., para. 2.) She provides evidence of how the bond tracking procedure looks in its Bond Management Application system and evidence that there is there is no indication that notice of the forfeiture was received for bond number SV50-5449183. (Malele Decl., paras. 4-5.)

While it is safe to conclude that the incomplete zip code is the most likely cause for why the forfeiture notice was not delivered, the court is not entirely clear that the *surety* did not have actual notice. The surety is Seaview Insurance Company. The declarations submitted were on behalf of employees of Aladdin Bail Bonds. While the Malele declaration states that she is the Director of Claims Operations at the surety’s home office, she also expressly states that she is employed by Aladdin Bail Bonds. The moving party is directed to appear and clarify the relationship between Seaview Insurance Company and Aladdin Bail Bonds. Otherwise, the record as it currently stands does not foreclose the possibility that Seaview Insurance Company received actual notice of the forfeiture. (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].) If such evidence is presented, the court will grant the motion to vacate summary judgment and exonerate the \$50,000 bond.