

the DEVIL in the DETAILS Bail Bond Contracts in California

May 2017

...suant (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary or Trustee to enforce this Deed of Trust. (4) To pay: at least ten days before delinquency all taxes and assessments affecting Mortgaged Property, including assessments on appurtenant water stock and community association dues; when due, all encumbrances, liens, mortgages, with interest, on Mortgaged Property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of Deed of Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary may immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure as provided by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time said statement is demanded.

B. It is mutually agreed: (1) That any award of damages in connection with any condemnation for public use of or injury to Mortgaged Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such award by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. (2) That upon accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require Trustor to pay when due of all other sums so secured or to declare default for failure to pay. (3) That at any time or from time to time Beneficiary may, without notice, upon written request of Beneficiary and representatives of this Deed of Trust, require Trustor to execute Indebtedness Documents for endorsement, and without affecting the personal liability of any person for payment of the Indebtedness secured hereby, Trustee may: recover any part of Mortgaged Property; consent to making of any map or plat thereof; consent to releasing any easement thereon; or join in any extension agreement or any agreement affecting the lien or charge hereof. (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and Indebtedness Documents to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, Trustee shall reconvey the Mortgaged Property then held hereunder. The recitals in such reconveyance shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance shall be designated as "the person or persons legally entitled thereto." (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of Mortgaged Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any Indebtedness secured hereby, to collect and retain such rents, issues and profits as they become due and payable. The Trustor's obligation of payment of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable, shall be effective to create a present security interest in existing and future rents of the Mortgaged Property under California Civil Code §2938. Upon any such default, Beneficiary may at any time, without notice either in person, by agent, or by attorney to be appointed by a court, and without regard to the adequacy of any security for the Indebtedness hereby secured, enter upon and take possession of Mortgaged Property or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, in satisfaction of any Indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of Mortgaged Property for collection of such rents, issues and profits, and the application hereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. (6) That upon default by Trustor in payment of any Indebtedness or Obligations secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and of written notice of default and of election to cause to be sold Mortgaged Property, which notice Trustee shall be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, Indebtedness Documents and all documents regarding expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of notice of default, and notice of the same having been given as then required by law, Trustee, without demand on Trustor, shall sell Mortgaged Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of Mortgaged Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Mortgaged Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, Beneficiary, or any assignee of this Deed of Trust or any of the Indebtedness Documents may purchase at such sale the proceeds or avails of any sale made under or by virtue of this Deed of Trust, together with any other sums secured by this Deed of Trust, which then may be held by the Trustee or Beneficiary or any other person, shall be applied as follows: (a) First, to the payment of the costs and expenses of such sale, including Trustee's fees, costs of title evidence, attorney fees, and reasonable compensation of Beneficiary and its agents and consultants, and of any judicial proceedings in which the same costs and expenses of sale may be made; (b) Second, to the payment of all expenses, liabilities, and advances made or incurred by the Trustee or Beneficiary under this Deed of Trust, together with interest thereon at the rate allowed by law on all advances made by the Trustee or Beneficiary and all taxes or assessments, except any taxes or assessments, or other charges subject to which the Mortgaged Property was sold; (c) third, to the payment of the whole amount then due, owing, or unpaid on the Indebtedness Documents; (d) fourth, to the payment of any other Indebtedness required to be paid by law.

Acknowledgements



The UCLA School of Law Criminal Justice Reform Clinic prepared this report in support of money bail reform in California. As pictured left to right in the photo above, law students Brianne Holland-Stergar, Carolyn Barden, Alicia Brush, Rachel Clark, Shelby King, and Jessica Cobb drafted this report under the supervision of Clinic Director Neelum Arya (not pictured). Also pictured is Senator Robert Hertzberg, sponsor of SB 10 (2017), which along with AB 42 (2017), sponsored by Assemblymember Rob Bonta, constitutes the California Money Bail Reform Act.

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The Devil in the Details: Bail Bond Contracts in California

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CRIMINAL JUSTICE REFORM CLINIC
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Key Terms Used in this Report

Accused: A person who is arrested for a criminal act, regardless of whether formal charges have been filed by a prosecutor. In bail bond contracts, the accused is often referred to as the “defendant” or “bailee.”

Bail bond agent: A bail bond agent is a person licensed to solicit, negotiate, and effect undertakings of bail on behalf of any surety insurer.

Bond: A secured bond is a promise to pay the full bail amount if the accused does not comply with the release conditions of the court. The accused contracts with a bail agency who guarantees to the court that the accused will appear at scheduled court hearings as a condition of release from jail.

Collateral: Money, financial products, or tangible items (e.g., real estate, vehicles, or jewelry) pledged as a promise to pay the bail bond contract amount.

Forfeiture of bond: When the accused fails to appear for a scheduled court date or violates a condition of the bond, the court may require the full amount to be paid if the bail bond agent does not return the accused to custody within the time frame established by the court.

Indemnitor: A person, usually a family member or friend of the accused, who agrees to pay the full amount of the bond should the accused forfeit the bond. In bail bond contracts, the indemnitor is also referred to as the “co-signer.”

Jails: Jails are local facilities designed to hold arrestees who are awaiting trial and/or convicted inmates who are serving relatively short sentences or whose crimes are classified as less severe. Jails are distinct from state or federally operated prisons, which are designed to hold convicted inmates serving longer sentences for more severe crimes.

Money Bail: Money or collateral that is provided to the court to ensure that the accused appears at future court dates. Money bail is usually refundable if the accused does not violate release conditions; however, a premium paid to a surety is not refundable.

Premium: A nonrefundable amount of money, usually 10% of the bail amount, that the accused or their indemnitor/co-signer must pay to a surety through a bail bond agent to secure release from jail. Many bail bond contracts require that the premium be repaid annually to keep the bond in effect.

Pretrial Detention: Pretrial detention refers to holding an accused person in jail before a criminal trial has taken place, either because of a failure to post bail or because release was denied under a pretrial detention statute.

Promissory Note: A signed document containing a written promise to pay a stated sum to a certain person/entity; in the case of bail bond contracts, the promise is made to the surety.

Surety: The insurance company approved to pay a bail bond to the court to secure the accused’s release from jail before their scheduled court date.

Trustee: The person or persons who hold titles to the property offered as collateral to secure the agreement between the indemnitor and the surety.

Executive Summary

The California Money Bail Reform Act of 2017 (SB 10 and AB 42) intends to significantly reduce the use of money bail and to increase the number of people who are able to safely return home after arrest. Under the current money bail system, many people accused of crimes lack sufficient financial resources to post bail and must enter into bail bond contracts to avoid unnecessary pretrial detention. This study examines the potential consequences of bail bond contracts for the accused and their families. Our research shows that problems of money bail extend well beyond exorbitant bail amounts and into the commercial bail bond industry.

The Devil in the Details: Bail Bond Contracts in California provides an analysis of publicly available bail bond contracts. We found that even the most industrious and sophisticated consumer would be significantly hampered in making an educated choice of bail bond company. We examined more than 400 bail bond company websites across the 58 counties to find that fewer than 15% of companies provide copies of their agreements online for review prior to signing. After analyzing the fine print in more than 100 contract documents online corresponding to 10 sureties, we identified 20 problems with bail bond contracts that violate common notions of fairness and justice.

CONDITIONS ON THE ACCUSED

1. Bail bond contracts give the bail bond agent broad leeway to return the accused to jail.
2. Many bail bond contracts require the accused to give up substantial privacy rights without any ability to opt out of bail bond agents' invasive techniques.
3. Bail bond contracts sacrifice the privacy rights of friends and family of the accused.

COSTS IN BAIL BOND CONTRACTS

4. Sureties and bail bond agents charge non-refundable premiums, regardless of whether the accused was falsely arrested.
5. Discounts are available—to wealthier people.
6. Bail bond agents charge numerous fees, some of which may not be legal.
7. Bail bond agents may skirt reporting requirements when charging extra fees.
8. Bail bond agents profit off their poor clientele through late fees and interest payments.
9. Broad language requires the accused to indemnify bail bond agents and sureties against all liability.
10. Clauses modify how a court should interpret the bail agreement.

CONDITIONS ON INDEMNITORS

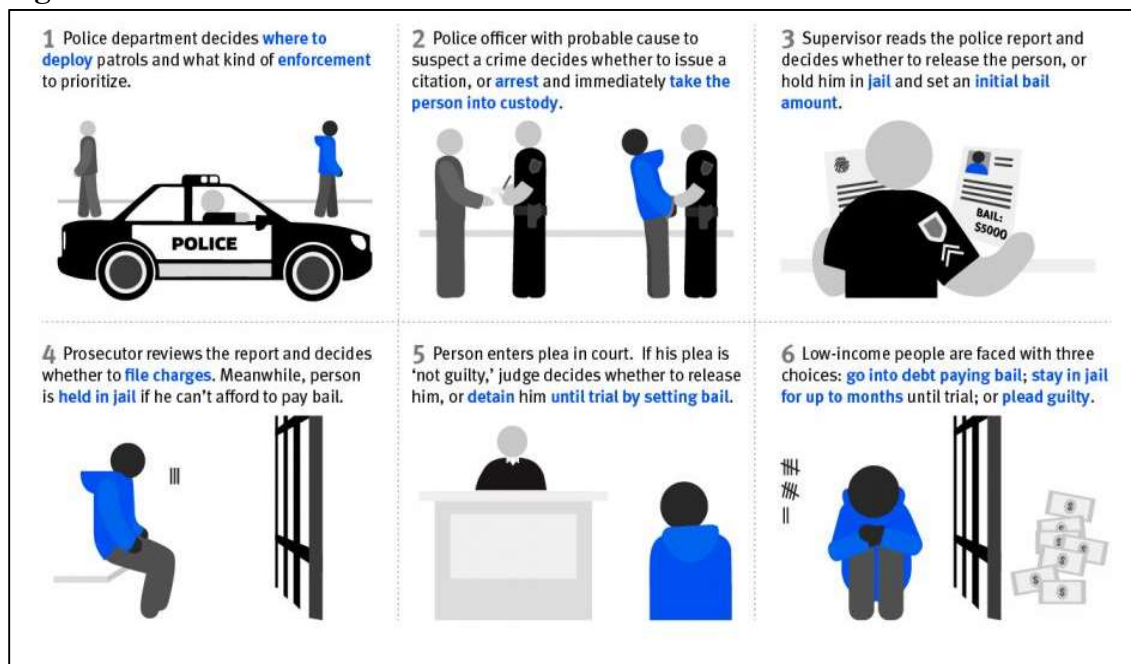
11. Bail bond contracts may force friends and family to surrender their loved one to jail.
12. The indemnitor is held fully responsible for additional expenses from a breach by the accused – regardless of whether the accused has the resources to pay.
13. If the court increases the bail amount, the surety can demand additional collateral.
14. Sureties may refund overpayments to the defendant rather than the indemnitor.
15. Sureties may exercise total control over indemnitors' life savings, homes, and vehicles offered as collateral to secure a bail bond.
16. The indemnitor loses all discretion and control over his or her own property put up as collateral.
17. Sureties can hold indemnitors responsible for any depreciation in the value of collateral.
18. Some contracts require indemnitors to maintain property insurance of whatever type the surety deems necessary.
19. Bail bond contracts can allow sureties to transfer their rights to collateral – including indemnitors' life savings, homes, and vehicles – without consent or notice.
20. Sureties may require the trustor, indemnitor, or accused to give up their legal rights to defend against onerous debt and unfair foreclosure.

Pretrial Detention in California

Every year, American taxpayers waste \$14 billion on pretrial detention.¹ Most of these funds are used to house low-risk individuals who can be safely supervised in the community. Spent otherwise, \$14 billion could provide shelter and services for 50,000 homeless veterans, salaries for 300,000 firefighters, or free or reduced lunch to 31 million children.²

California relies heavily on pretrial detention, jailing 59% of people accused of crimes as opposed to 32% nationwide.³ For instance, at the main jail in Santa Clara County, pretrial detention costs \$204 for each accused person per day compared; by contrast, the cost of release on pretrial supervision is only \$15 per person per day.⁴ See Figure 1 for a visual description of the process of pretrial detention in California.

Figure 1. Pretrial Detention in California⁵



Source: Human Rights Watch

People incarcerated before trial often lose their housing and employment, and pretrial detention damages family relationships. People held in pretrial detention often lose their housing due to inability to pay rent because of lost wages or even the inability to make payments to their landlord from jail.⁶ Income loss can also push individuals deeper into debt through missed payments to creditors, leading to a cycle of economic harms as vehicles and items needed for work are repossessed.⁷ Pretrial detention can also prevent the accused from paying child support and threaten custody arrangements.⁸ The Santa Clara County Human Relations Commission found that the inability to raise money for bail and lengthy pretrial detention separates caregivers from dependent family members, including children, the elderly, and disabled people, leaving them to suffer.⁹

Holding poor people in jail results in dire consequences, including harms to mental health, physical health, and personal safety. Awaiting trial in jail disrupts the normal routines of life that are critical to maintaining personal health, such as regular doctors' visits and access to necessary medication.¹⁰ While in jail, individuals are exposed to diseases and infections that can cause both short and long-term medical conditions and that can be transmitted from the jail setting to families and communities.¹¹ The consequences of pretrial incarceration can be deadly. Each year, roughly one thousand people die while incarcerated in local jails, and 83% of all deaths among jail inmates nationwide involve people held without a conviction.¹²

Pretrial detention also leads to worse case outcomes for the accused than pretrial release, especially when the accused is low-income. First, pretrial detention increases the likelihood of conviction.¹³ Second, accused people detained pretrial are more likely to be sentenced to incarceration,¹⁴ receive longer sentences,¹⁵ and are ordered to pay higher court fees.¹⁶ Third, pretrial detention increases the likelihood that the accused will plead guilty to the crime.¹⁷

Money bail disproportionately harms low-income people and communities of color. People of color receive harsher bail determinations than those imposed on White people. The likelihood of having bail denied in California is up to 25% higher for Black and Latino individuals.¹⁸ Even when a bail amount is set, Black people are assigned higher bail amounts than White people accused of similar offenses. Bail amounts assigned to Black men average 35% higher than those for White men, even when controlling for the seriousness of the offense.¹⁹

The Money Bail System in California

The United States is one of only two countries in the world where commercial bail bonds dominate the pretrial system. Numerous problems with money bail and the commercial bail bond industry have come to light in recent years, leading several states (New Jersey, Illinois, Kentucky, Oregon, and Wisconsin) to abolish their money bail systems. Several additional states, including California, are actively considering reforms.²⁰

THE COMMERCIAL BAIL BOND INDUSTRY

Desperate to avoid the dire consequences of pretrial detention, people accused of crimes resort to the commercial bail bond industry for help. The commercial bail bond industry in the United States – which involves both bail agents and the sureties that finance the bail – writes about \$14 billion in bonds each year (a conservative estimate) and takes profits of \$2 billion annually.²¹

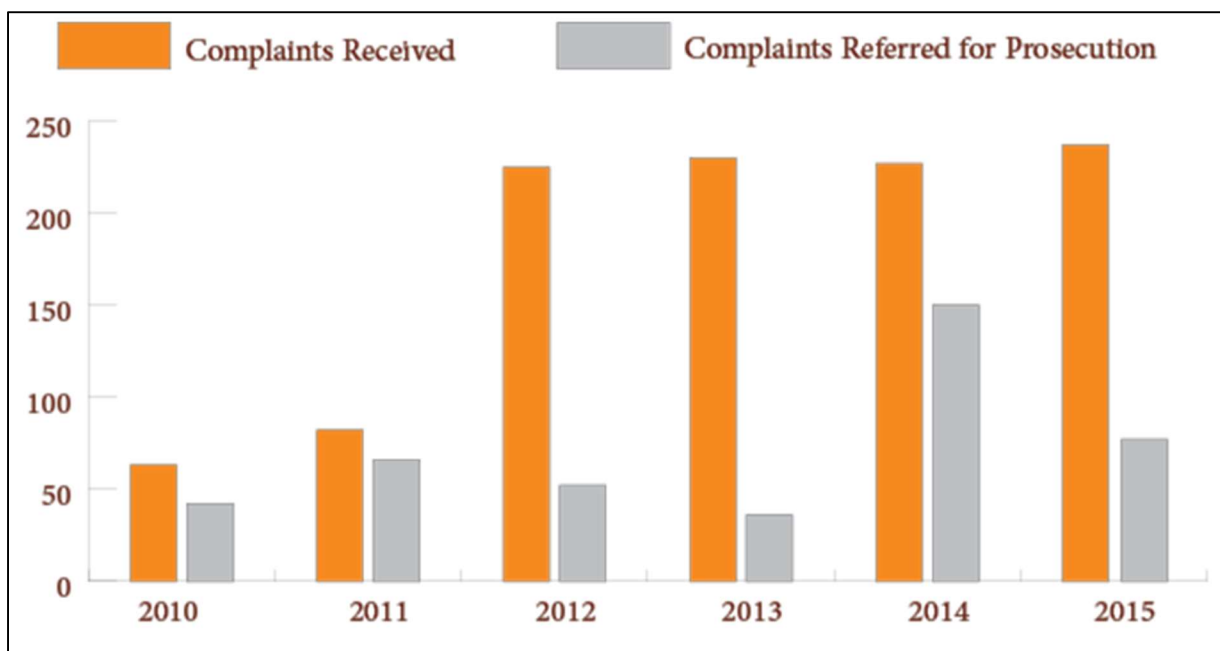
The commercial bail bond industry has exerted significant political influence through organized lobbying, fueling growth in the use of money bail and curtailing the expansion of non-monetary pretrial release mechanisms such as release on recognizance, unsecured bond, or conditional release. In 1990, money bail accounted for 23% of pretrial release nationwide; in 2009, it accounted for 49% of pretrial releases.²² Today, those rates could be even higher.

Since 2010, the commercial bail bond industry has contributed roughly \$300,000 to candidates running for office in California.²³ A major lobbying priority for the industry is lobbying directly against publicly funded pretrial services agencies by limiting the amount of funding for those services.²⁴

While the commercial bail bond industry claims to serve an important role in the operation of the criminal justice system, the list of violations compiled by the California Department of Insurance demonstrates the opposite. The commercial bail bond industry is a cash business susceptible to significant tax evasion and corruption.²⁵ Some bail bond companies are fronts for criminal enterprises. There have been instances of bail bond companies engaging in gang activity through prearranged agreements between the crime enterprise and bail agent whereby the accused is bailed out before a police reports is even written.²⁶ Companies have also submitted fake bail bonds to courts or jails. Bail agents' crimes are only discovered if the accused fails to appear.²⁷

Bail bond agents have the power to exploit their clients. Because bail bond agents have authority to revoke a client's bond and return the individual to custody at any time, for any reason, the "threat of returning a client to jail can be used by the for-profit bondsman to coerce clients into criminal or sexual behavior."²⁸ Consumers frequently taken advantage of because they lack knowledge of their rights under a bail bond contract. According to the California Department of Insurance, which regulates the commercial bail bond industry in California, complaints about bail bond agents have increased substantially in both number and seriousness since 2010 (See Figure 2).

Figure 2. CDI Statewide Bail Cases & Complaints²⁹



Two recent examples from 2015 illustrate some of the problems with the commercial bail bond industry. In one case, 31 bail bond agents in the Bay Area were arrested and charged for a variety of offenses, including performing bail bond agent duties without a license, violating bounty hunter rules, and rewarding jail inmates with commissary money to provide information about newly booked arrestees.³⁰ In another example, a San Jose bail bond agent was arrested on suspicion of attempting to extort money from the accused and her family by charging unwarranted fees and then attempting to foreclose on the family's home.³¹

Bail bond companies frequently use unfair and often illegal practices to solicit business.

The California Department of Insurance reports the following violations:

- Soliciting and negotiating bail without a license;
- Soliciting bail in a prohibited place such as a court, jail, or police station;
- “Spoofing” inmate locator websites to gather information on the accused that the bail bond agent will use for solicitation;
- Using data mining strategies to collect public information about new admissions to jail facilities to “bond drop” or conduct illegal solicitations of arrestees;
- Using Attorney-Client jail visiting room scams to illegally solicit other inmates for bail or to conduct communication with inmates for other criminal activity; and
- Jail inmate “capping”: paying an inmate to refer clients to a bail agent.³²

Bail bond agents also defraud the courts and prey on vulnerable individuals who agree to enter into contracts. The California Department of Insurance reports the following violations:

- Lying to the court to extend or vacate a forfeiture of a bond;
- Forging property liens by posing as notaries;
- Obtaining or creating false death certificates for the purpose of discharging a forfeiture;
- Kidnapping and false imprisonment to pressure family and the accused for purposes of extracting premium payment (extortion);
- Receiving stolen property/contraband in lieu of premium collected such as firearms, narcotics, jewelry, cash, other personal property;
- Stealing or embezzling collateral or premium from individuals and sureties; and
- Scamming accused individuals subject to an immigration hold by soliciting a bail bond premium without notifying the accused that they will remain in detention.³³

Findings in the Fine Print of Bail Bond Contracts

People held in jail after arrest have very limited access to information to make an informed choice among bail bond agents (see Figure 3). Loved ones on the outside are hardly in a better position to identify a suitable company to work with, or to negotiate the terms of bail bond contracts (see Figure 4). Previous research on the commercial bail bond industry indicates that representatives may provide rates and terms over the phone and/or in person that differ from the rates and terms in the contracts that the accused or indemnitors are ultimately asked to sign.³⁴ Even when bail agents are forthright in conversations around bail premiums and terms, bail bond contracts authored by sureties contain confusing or hard-to-find provisions that are harmful to consumers.

Figure 3. Bail Bond Agency Advertisements at a Jail³⁵



Figure 4. Bail Bond Agencies in the Community³⁶



The purpose of this study is to bring bail bond contract provisions to light so consumers and policymakers are more aware of the exploitative mechanisms employed by the commercial bail bond industry. We conducted an exhaustive search for online bail bond contracts based on the theory that this availability would allow consumers to “comparison shop” before selecting a bail agent. Our research generated two overarching observations.

First, even the most industrious and sophisticated consumer would be significantly hampered in their ability to make an educated choice among bail bond agents based on the lack of contract availability. Less than 15% of the 400 websites we reviewed provided online contracts for a potential client to consider. In fact, only three of the 12 companies which appeared most frequently in our searches of bail bond companies by county provided copies of their contracts online. Please see the Appendix for a full description of our research methods.

Second, many bail bond contract provisions appear ripe for future legal challenges.

While many of the contract terms may not be prohibited by any California statute or regulation, we suspect that many of the terms within bail bond contracts could be deemed invalid for unconscionability should an action be brought.³⁷

Under California law, contracts that are exceedingly unfair are deemed “unconscionable,” and therefore unenforceable. Courts have held that similar consumer contracts for other products, such as loans or banking agreements, are unconscionable.³⁸ It was beyond the scope of our study to evaluate the legality of each of the problems we identify, however, we believe many of the contract terms may be invalid under California law.

Unconscionable contracts have two elements. First, they are procedurally unconscionable, meaning there is a great inequality of bargaining power between the two parties, such as one party having a lower education than the other, or the contract being written in a way that obfuscates its terms.³⁹

Table 1 lists the names of the national sureties underwriting the bail bond contracts we identified. We suspect that consumers have virtually no ability to alter the terms of these standardized contracts.

Second, contract terms must also be substantively unconscionable, meaning there is an overly harsh allocation of risk or costs not justified by the circumstances.⁴⁰ A review of financial statements from 32 sureties in 2012 found they paid less than 1 percent in bail losses suggesting that contract terms may be substantively unconscionable.⁴¹ By comparison, auto and property insurance companies lose 40 to 60 percent of their revenue to claims.⁴²

In the sections that follow we have identified our top 20 problems with bail bond contracts in California. We have categorized our list into three main areas:

- 1) Conditions imposed on the accused;
- 2) Fees associated with the bail bond contract; and
- 3) Conditions imposed on indemnitors.

Table 1. Insurance Companies Listed on Bail Bond Contracts

Surety	Bail Bond Company Name [Document Code(s)]*
Accredited Surety & Casualty	5 Star Bail Bonds (SK1) Aardwolf Bail Bonds (JC7) Access Bail Bonds (RC4) Bail Bond Express (JC10) Golden Boy Bail Bonds (RC1) Leonard Padilla Bail Bonds (BHS3) Nor Cal Bail Bonds (RC5) Weaverville Bail Bonds (AB4) ZZ Smok'n Bail Bonds (JC1)
American Contractors Indemnity	5 Star Bail Bonds (SK1) Acme Bail Bonds (CB4/SK4) Albert T. Ramirez Bail Bonds (BHS8) Goleta Fast Response Bail Bonds (JC3) Minuteman Bail Bonds (BHS2/SK2) Vu Bail Bonds (JC6)
American Surety Company	Bail Man Bail Bonds (SK12) Diaz Bros Bail Bonds (JC8/SK5) Toler Bail Bonds (AB9)
Bankers Insurance Company	Apollo Bail Bonds (SK14) Eight Ball Bail Bonds (RC6) Famous Bail Bonds (JC4) Fausto's Bail Bonds (RC2) Mr. Nice Guy Bail Bonds (SK11) Riddlers Bail Bonds (SK10) Romelli Bail Bonds (JC9)
Continental Heritage Insurance Company	Acme Bail Bonds (AB5/SK9) Bail Bond Woman (RC3) Bail Bonds DIRECT (SK13) Rod Buntjer (JC11) Solution Bail Bonds (AB6)
International Fidelity	California Bail Bonds (AB8) Gold Country Bail Bonds(BHS6) King Stahlman Bail Bonds (RC7) South Shore Bail Bonds (BHS7)
Lexington National Insurance	Gotham Bail Bonds (AB1) Greg Padilla Bail Bonds (AB2) Patriot Bail Bonds (CB1) Preston's Bail Bonds (AB3/BHS5/CB3) Tapout Bail Bonds (JC5) Valencia Bail Bonds (AB10/BHS4)
North River Insurance Company	Bad Boys Bail Bonds
Seneca Insurance Company	Mel's Bail Bonds (SK3) Reese Bail Bonds (BHS1)
United States Fire Insurance Company (Fairmont)	Absolutely Affordable Bail Bonds (JC2) Bail Bond Girl (JC12)

*Given the fast-paced coextensive nature of our research, we uncovered a few duplicative contract documents after analyzing the documents. We list all duplicate code names for ease of reference here.

CONDITIONS ON THE ACCUSED

1. Bail bond contracts give the agent broad leeway to return the accused to jail. Contracts use vague and undefined terms, allowing the agent to surrender the accused to the custody of the court at any time the agent deems such action “necessary” or “advisable.” If the accused is returned to the court, the surety is under no obligation to return any of the premium.⁴³

Contract Language, Bail Bond Agent’s Discretion to Return the Accused to Jail:

*Should Second Party or the Surety in its sole discretion deem such action necessary or advisable, and even though such surrender may have been before the bail bond has been forfeited or any liability incurred thereon by the Second Party or the Surety and no obligation shall exist on the part of the Second Party or the Surety to return or waive the premium or any portion thereof, except as may be otherwise required by law or the rules of the Insurance Commissioner.*⁴⁴

Contract Language, Bail Bond agent’s Discretion to Return the Accused to Jail: *Surety shall have control and jurisdiction over the Defendant during the term for which the Bond is in effect and shall have the right to apprehend, arrest and surrender the Defendant to the proper officials at any time as provided by law.*⁴⁵

Some bail bond contracts specify actions that trigger the accused’s surrender to custody.⁴⁶ These contracts do not allow for refund of any part of the premium if any terms are broken. For example, the accused can be sent to jail simply because he/she does not call the surety after each and every court appearance.

Contract Language, Specific Conditions to Return the Accused to Jail: *The following events shall constitute good cause for Surety to forthwith apprehend, arrest and surrender Defendant, and Defendant shall have no right to any refund of premium whatsoever: (a) Defendant departs the jurisdiction of the court without the written consent of the court and the Surety; (b) Defendant moves from his/her current address without prior written notice to Surety or fails to update Surety of any material information; (c) Defendant commits any act that constitutes reasonable evidence of Defendant’s intention to cause a forfeiture of the bond(s); (d) Defendant is arrested and incarcerated for any other offense (other than a minor traffic violation); (e) Defendant makes any materially false statement in this application; (f) Any indemnitor for Defendant makes any materially false statement in the indemnitor’s application, promissory note, or indemnity agreement; (g) Defendant’s bail is increased; (h) any indemnitor requests that Defendant be surrendered; (i) any collateral or security given for the bail bond(s) depreciates in value or becomes impaired or (j) Other Conditions: Defendant must call in after each and every court appearance.*⁴⁷

Many contracts also impose a ban on the use of alcohol and drugs as a term of release.⁴⁸

Contract Language, Ban on Alcohol and Drugs: *Defendant agrees not to use alcohol or drugs (other than prescribed by a physician) at any time.*⁴⁹

Not only can bail bond agents surrender the accused back to the custody of the court, but they can also add on fees if any conditions are broken.⁵⁰

Contract Language, Fees for Return to Jail: *THE DEFENDANT MUST RETURN TO THIS OFFICE IMMEDIATELY UPON RELEASE FROM JAIL. Failure to do so may result in the defendant being surrendered back to custody and additional fee may be applied.*⁵¹

2. Many bail bond contracts require the accused to give up substantial privacy rights without any ability to opt out of bail bond agents' invasive techniques. For example, sureties can use location technologies to locate the accused's wireless device and any vehicle owned or driven by the accused.⁵²

Contract Language, Location Technologies: *Defendant further agrees that Surety may use location technologies to locate Defendant's wireless device at any time during the period of the Bond is in force and any applicable Bond remission period. Defendant agrees that Surety may attach a location tracking device on any vehicle owned or driven by Defendant, at any time, without notice, and monitor the location of the vehicle through any available technology. YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE OR TRACKING DURING THE PERIOD THE BOND IS IN FORCE AND ANY APPLICABLE BOND REMISSION PERIOD.*⁵³

People agreeing to a bail bond may also lose all privacy regarding their public and private information and records.⁵⁴

Contract Language, Waiver of Information Privacy: *You hereby authorize Surety to conduct or obtain any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state or federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization.*⁵⁵

Bail bond contracts often require the accused to waive their privacy in the sanctity of their own homes. Designees of the surety can enter the accused's residence or any property they own or occupy without notice and at any time.⁵⁶

Contract Language, Waiver of Privacy at Home: *You irrevocably grant to Surety and its designees the right to enter your residence, or any other property that you own or occupy, without notice, at any time, for the purpose of locating, arresting, and returning Defendant to custody.*⁵⁷

Bail bond contracts have provisions that allow bail bond agents to use force to apprehend the accused without any recourse for the accused if injury results.⁵⁸

Contract Language, Bail bond agents' Use of Force: *Defendant knowingly accepts and assumes the subsequent risk of harm to Defendant and others arising out of such apprehension and surrender activities. Defendant agrees to defend, indemnify, and hold harmless the Surety and/or Bail Producer (including all agents, representatives and employees thereof) for any injuries, harm, losses, claims, lawsuits, damages, losses, liability, demands, actions, fees and expenses (including attorney's fees and costs) arising out of such activities.*⁵⁹

People accused of crimes also waive all rights to extradition proceedings if they leave the state, and they consent to any force necessary to return them to custody.⁶⁰

Contract Language, Waiver of Extradition: *If you leave the State, subject to applicable law, you waive any right to extradition proceedings and consent to the application of such force as may be necessary to return you to Surety and the court where the Bond was posted.*⁶¹

3. Bail bond contracts also sacrifice the privacy rights of friends and family of the accused.

Upon filling out a bail bond application, the accused can be required to provide sensitive information about their spouses or significant others, including social security numbers, driver's license numbers, and vehicle information.⁶² Some contracts require the accused to disclose the names of their children and the names and contact information of their parents, their spouse's parents, their siblings, and 2-6 relatives or personal references.⁶³ Patriot Bail Bonds even requires the indemnitor (and the accused) to disclose the Facebook URL for their references.⁶⁴

Even more shocking are the privacy implications for the accused's indemnitors. Some contracts require the indemnitor to keep the bail bond agent apprised of their living and employment situations.⁶⁵ Others force indemnitors to grant the bail bond agent access to private information related to every aspect of their lives, including: telephone records, medical records, school records, worker compensation records, and employment records.⁶⁶ The Indemnity Agreement for Minuteman Bail Bonds even goes so far as explicitly requiring indemnitors to waive any privacy rights they have under the law.

Contract Language, Waiving Privacy Rights: *I hereby waive any and all rights I may have under Title 28 Privacy Act – Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law.*⁶⁷

But perhaps the most egregious privacy violation for indemnitors is the authorization for the bail bond agent to physically invade their homes and to track their vehicles. Minuteman Bail Bond's Bail Agreement contains a clause that forces indemnitors to "irrevocably consent" to having their homes and other property entered and searched by the bail bond agent.

Contract Language, Entering Indemnitors' Homes: *Such aid shall specifically include the First Party's irrevocable consent and authorization to the Second Party, Surety and their agents to, at any time, enter upon and search the First Party's real property and chattel including any permanent or temporary residence, vehicle, vessel or aircraft.*⁶⁸

Gotham, one of the top bail bond agencies in California and across the United States, has a similar clause in its Indemnity Agreement, which requires indemnitors to waive any legal claims against the surety and the bail bond agent related to the invasion of the indemnitors' homes.

Contract Language, Waiving Legal Claims for Entering Indemnitor's Homes: *You irrevocably grant to surety and its producers, agents and representatives the right to enter your residence or other property owned or occupied by you or Defendant without notice, at any time, for the purpose of locating, arresting, and returning to custody the Defendant, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.*⁶⁹

Further, Gotham Bail Bonds (along with several other companies) requires indemnitors to consent to being tracked! The Indemnity Agreement states:

Contract Language, Consent to Tracking Vehicles: *You agree that Surety may attach a location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Surety may use location technologies to locate your wireless device at any time during the period of Defendant's bail and any applicable remission period, and the Bond is conditioned upon your full compliance with the following terms and conditions: (a)*

Surety, at its discretion, will use network-based location technologies to find you; (b) this is the only notice you will receive for the collection of your location information; (c) Surety will retain location data only while the Bond is in force and during any applicable remission period; (d) Surety will disclose location information only to the courts as required by court order; (e) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (f) YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE OR TRACKING DURING THE BAIL PERIOD; and (g) all questions relating to location capability should be directed to Surety.⁷⁰

This uninhibited ability to track “any vehicle owned or driven” by the indemnitor means that any family member living in the indemnitors’ household (e.g., a spouse or driving-aged child) could have a tracking device attached to their vehicle and monitored.

COSTS IN BAIL BOND CONTRACTS

4. Sureties and bail bond agents charge non-refundable premiums, regardless of whether the accused was falsely arrested. Bail bond agents charge a nonrefundable “premium” – a fee that is usually about 10% of the total money bail amount. As a general rule, bail bond agents do not refund premiums in whole or in part for any reason, even if the charges are quickly dismissed.⁷¹ Contracts explicitly state “the fact that the Defendant may have been improperly taken into custody or his bail reduced, or his case is dismissed forthwith shall not obligate the return of any portion of said premium.”⁷² Individuals arrested on false charges, many of whom pay bail bond agents thousands of dollars to obtain pretrial release, are also unable to receive a refund.

Contract Language, Non-refundable Premium: *The said premium shall be regarded as fully earned immediately upon the filing of said Bail Bond, and the fact that the Defendant may have been improperly taken into custody or his Bail reduced, or his cause dismissed forthwith shall not obligate the Second Party to waive or return said premium or any portion thereof.⁷³*

5. Discounts are available—to wealthier people. Some bail bond agents give a discount when the accused hires a private attorney,⁷⁴ is a union member,⁷⁵ or can provide a certain amount of collateral.⁷⁶ These bail bond recipients typically pay an 8% premium instead of a 10% premium.⁷⁷ This means that individuals who have greater means may pay *less* than poor clients.

Contract Language, Discounts for Wealthier Clients: *Accredited Surety and Casualty Company, Inc. (“Accredited Surety”) has a variable 8% - 10% premium rate led with the California Department of Insurance for bail bonds written by Bail bond agents (“Agent”) duly licensed and appointed with Accredited Surety. Qualifications for receiving the 8% premium rate are as follows:*

- **Private Counsel** – *A letter from the private attorney retained by the defendant or a copy of the contract between the private attorney and defendant must be received by the Agent within ten (10) business days of the bond execution date. The attorney must be retained within five (5) business days of the bond execution date.*
- **Union Member** – *Defendant must provide Agent with proof of active membership within five (5) business days of the bond execution date. A recent pay stub or a union card with a current expiration date is acceptable proof.*

[...]

- **Collateral**— *Collateral must be provided when the bond is written. Acceptable forms of collateral provided to the Agent are cash, first or second mortgages on improved property or other collateral approved by Accredited Surety.*
 - o *Cash collateral of 50% and above the face amount of the bond qualifies for an 8% premium rate.*
 - o *Mortgages must be executed when the bond is written; mortgages must be recorded within (5) business days.*

Proper evidence must be provided to meet the requirements of California State Law. If proper evidence is received within the allotted time period defined above, you will be notified by mail that the premium rate has been reduced to 8%. Any account balance and promissory note will also be adjusted to reflect the new rate.

6. Bail bond agents charge numerous fees, some of which may not be legal. In addition to the 10% non-refundable premium, bail bond and surety companies saddle the accused and indemnitors with numerous and often onerous fees and charges that must be paid to exonerate the bond. The most common fee requires that indemnitors pay for costs associated with an investigation should the accused default on a bond. These fees typically include reimbursement for expenses incurred as a result of the default, such as costs incurred by the bail bond agents searching for or recapturing the accused and returning them to custody.⁷⁸

Contract Language, Fees for Returning to Custody: *To reimburse Second Party and Surety for actual expenses incurred and caused by a breach by the Principal of any of the terms for which the application and Bail Bond were written not in excess of the penal amount of the Bail Bond including all expenses or liabilities incurred as a result of searching for, recapturing or returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred by Second Party or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture or Summary Judgment entered thereon.*⁷⁹

10 CCR §§ 2082 and 2094 permit the bail bond agent to require reimbursement for any “actual and necessary expenses incurred.” However, there are no published cases in California that help define what “actual, reasonable, and necessary” means. The regulatory language that addresses this point is California Code of Regulations 2083, which requires bail agencies provide an itemized list of all charges in addition to the bail premium, including receipts.⁸⁰

Instead of explaining up front what expenses an indemnitor or the accused will be liable for, most agreements are drafted as broadly as possible, in most cases simply stating the indemnitor or the accused is required to pay “any and all expenses”⁸¹ related to the search. Under California law, it is illegal for “any and all expenses” to include expenses that are not “actual, reasonable, and necessary”; however, it is unclear how indemnitors or people accused of crimes would know about this limitation, be aware of the bail bond agent’s duty to show them proof of their expenses, or be able to protect themselves from being overcharged. In an industry notoriously accessible to inexperienced practitioners and systematically under-regulated by the California Department of Insurance due to lack of resources, this lack of information creates a ripe environment for widespread abusive practices to take hold.

Some examples of these abuses include the numerous fees and charges that bail bond agents charge the accused. Though bail bond agents and sureties couch these fees in ambiguous language that suggests they are being used to cover the costs of “expenses related to the search,” many of these

charges appear to be loosely related to actual costs of the investigation, such as charging for the “salaries of employees during the time spent apprehending” the accused.⁸²

Contract Language, Fees Associated with Investigation: [The indemnitor agrees...] *To reimburse the Second Party or the Surety, in an amount not to exceed the penal amount of the bail bond, for any and all expenses or liability incurred in searching for, recapturing or returning the Defendant to the custody of the Court, including salaries of employees during the time spent apprehending or endeavoring to apprehend the Defendant, expenses for the private detectives, rewards, traveling expenses, telegrams, telephone calls, automobile expenses, railroad or air fares, meals and any and all other expenses or liabilities incurred by the Second Party or the Surety as necessary or incidental in apprehending or in endeavoring to apprehend the Defendant.*⁸³

Contract Language, Fees Associated with Investigation: *Agrees. . . To indemnify and to at all times save harmless the Second Party or the Surety from and against any and all liability, demands, expenses, attorney’s fees, debits, damages, judgments, all expenses or liabilities incurred as a result of searching for, recapturing or returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal including but not limited to expenses for private investigations, or losses of every kind, character or nature that the Second Party or the Surety shall or may at any time or for any cause sustain, incur or be put to by reason of the execution or the arranging or obtaining the execution of the bail bond aforementioned or any renewal thereof or any bond issued in continuance thereof or as a substitute therefore.*⁸⁴

To illustrate the ease with which the accused can violate the contract, consider the terms of the Bankers Insurance Group’s Bail Bond Agreement. Clause three in the agreement paraphrased below allows the bail bond agent to return the accused to custody without a refund of the premium if the:

- Bailee leaves the county without prior approval,
- Bailee moves to a different residence without prior written approval of the bail bond agent,
- Bailee neglects to notify the bail bond agent of “any material information,”
- Bailee does anything to suggest that they might forfeit the bond,
- Bailee is arrested and jailed for a new offense,
- Indemnitor makes a false statement,
- Bail amount is increased,
- Indemnitor asks that the accused is returned to custody,
- Risk assumed by the bail bond agent increases,
- Value of the collateral decreases, or
- Bailee violates *any other condition* in the rest of the contract.⁸⁵

7. Bail bond agents may skirt reporting requirements when charging extra fees. California Code of Regulations § 2083 requires bail bond agents to provide an itemized list of all additional charges outside the bail premium—and *attach receipts as evidence of the charges*. In many of the contracts examined, however, the accused and their indemnitors are expected to sign away their right to see documentation of these expenses by agreeing to a substitution of an itemized statement of the expenses, drafted by the bail bond agent himself, as acceptable evidence of those expenses. *See* Contract Language, Bail bond agent’s Proof of Expenses (below). Indeed, under some contracts’ language, bail bond agents and sureties may provide a self-authored “voucher, check or other

evidence of any payment made by Surety or Producer” to demonstrate these expenses.⁸⁶ This is despite the fact that 10 CCR § 2083 explicitly states that bail bond agents must provide “an itemization of all actual expenses described in Section 2081 (c) and (d), supported by vouchers and receipts, or true copies thereof.”⁸⁷

Contract Language, Sufficient Proof of Expenses: *Agrees. . . That an itemized statement of such above expenses sworn to by the Second Party or any officer of the Surety shall be acceptable as prima facie evidence of the fact and extent of such expenses in any and all suits hereunder.*⁸⁸

Other fees charged by bail bond agents seem wholly unrelated to the actual costs of the investigation. For instance, contracts charge a minimum fee (sometimes up to \$200) if the accused misses a single court date, regardless of whether an investigation results from the absence.⁸⁹

Contract Language, Mandatory Fee for Missing Court Date: *I UNDERSTAND THERE IS A MINIMUM (sic) FEE OF \$200.00 FOR MISSING A COURT DATE FOR ANY REASON.*⁹⁰

In other contracts, if bail is forfeited, the accused is charged a “minimum fee of 1% of the bond amount or \$250, whichever is greater” regardless of the actual costs of an investigation.⁹¹

Contract Language, Minimum Fees if Bail is Forfeited: *If bail is ordered forfeited by court, I am responsible to pay court costs and reasonable appearance fees (A minimum of \$1% of the bond amount or \$250, whichever is greater.)*⁹²

Others require a minimum payment of at least \$300 if collection actions are taken,⁹³ and some require the accused to pay a “fugitive recovery fee.”⁹⁴

Contract Language, Minimum Fees When Collection Actions are Taken: *If any collection action needs to be taken a minimum of \$300.00 fee will be charged.*⁹⁵

Contract Language, Fugitive Recovery Fee: *You, jointly and severally (together and separately) with any other Indemnitor, shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety’s issuance or procurement of the Bond, including, but not limited to the following . . . (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery, plus any out of pocket expenses).*⁹⁶

These clauses are problematic because they do not put parties on notice about how costly these searches can be. While California law limits a bail bond agent’s ability to collect some prohibited charges,⁹⁷ agencies can still be reimbursed for a long list of hefty expenses. Any possible deterrent effect that could result from liability for these expenses is undermined by the fact that indemnitors and the accused are unaware of the scope of these fees unless they come due. Given how pervasive this language is across the contracts we examined, it is unclear that bail agencies want it any other way.

8. Bail bond agents profit off their poor clientele through late fees and interest payments.

Apart from fees, bail bond agents generate profits by building structural fee increases into their contracts. Contracts routinely charge late fees for payments received after the due date.⁹⁸ They

often also charge interest rates on the premiums and payments; if a payment is late, some contracts charge 1.5% a month, while others charge the “maximum rate of interest allowed by law.”⁹⁹ Between the non-refundable premium and fees buried in the fine print of a bail bond contract, bail bond companies stand to make large profits from their often indigent and vulnerable clientele.

Contract Language, Late Fees: *Finance charges are computed on unpaid balances on the 30th day of each month at a rate of ten percent per annum. There is a 10% late fee on all scheduled payments not received within 5 days of the due date.*¹⁰⁰

Contract Language, Late Fees: *The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law.*¹⁰¹

9. Broad language requires the accused to indemnify bail bond agents and sureties against all liability. Many of the reviewed bail bond contracts contain a provision obligating indemnitors and the accused to indemnify the bail agency or its surety against all liability and expenses. This is another example of how bail agencies use their bargaining power to shift risk onto indemnitors and the accused. Clauses like the one below unfairly disincentivize lawsuits against the surety or bail bond agent because it stipulates that the indemnitor or the accused would be responsible for their legal fees.

Contract Language, Indemnity Clause: *Defendant shall indemnify and hold harmless Surety and its producers from and against any and all loss, demand, liabilities, and expenses, including but not limited to, attorney’s fees, that Surety may sustain or incur by reason of having executed the requested bond(s).*¹⁰²

10. Clauses modify how a court should interpret the bail agreement. Some bail bond contracts include a severability clause that states all instruments should be construed as in compliance with state law, and that if one piece is invalid, it will in no way affect the validity of any other part of the agreement. This is not problematic on its own, but in California, this language should serve as a red flag for regulators. California statutes dictate not only limits on enforceable bail bond contract language but also *affirmative disclosures* bail agencies must make in their applications and agreements.¹⁰³ If a bail agency has, without further research, assumed their bail agreement is compliant with California law because of this severability clause, they may be in violation of multiple California statutes.

Contract Language, Severability Clause: *In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way affect the validity or enforceability of any other provision (or portion thereof).*¹⁰⁴

It is a widely recognized principle of contract law that ambiguities in an agreement should be construed against the party who drafted it. Still, many of the bail agreements examined included language stating if a provision the agency or surety drafted is deemed illegal, the provision should be *automatically* considered revised to comply with state law in whatever way *provides the Surety with maximum protection from any loss or liability*. To put this in context, it is generally common practice for modification clauses to stipulate that if a provision is deemed illegal, the *parties should work to ensure* the term is revised in a way that *reflects the parties’ original intent as closely as possible*.¹⁰⁵ No modern

insurance agreement we could find includes the punishing language seen below except for bail agreements.¹⁰⁶

Contract Language, Contract Interpretation: *In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way affect the validity or enforceability of any other provision (or portion thereof).*¹⁰⁷

CONDITIONS ON INDEMNITORS

11. Bail bond contracts may force friends and family to surrender their loved one to jail.

While the indemnitor, often a friend or family member of the accused, is struggling to help their loved one navigate the criminal justice system and stay out of jail, the bail bond contract may require the indemnitor to help surrender the accused back into custody—the same situation from which they paid to have the accused released.¹⁰⁸

Contract Language, Surrender of Accused by Indemnitor: *To aid Second Party or Surety in securing the release or exoneration of Second Party or Surety from all liability under Bail Bond, including the surrender of Principal to Court should Second Party or Surety deem such action advisable.*¹⁰⁹

In addition to practical assistance, bail bond agents may require indemnitors to pay for all expenses associated with returning the accused to custody. These could include expenses for transportation or investigation.¹¹⁰

Contract language, Fees Incurred from Surrender of Accused: *I am responsible for paying for investigation, location and apprehension time; this is billed at a rate of \$250.00 per hour per investigator plus expenses or 10 percent of [sic] bond whichever is greater.*¹¹¹

Further, if the accused is not returned to custody within the timeline set by the court, the indemnitor will be responsible for paying the entire premium and bond.¹¹²

Contract Language, Payment of Entire Premium and Bond if Accused Absconds: *I, _____, understand that in signing this contract / bond [sic] for obtaining the release of the defendant, _____, that I am responsible for him/her appearing in Court each time he/she is so ordered; also, if he/she fails to follow any and all instructions or orders of the Court or Forfeits this bond, and it becomes necessary to apprehend and surrender him/her to the Court, I understand that I am responsible for any and all expenses incurred as a result of such forfeiture and further if such forfeiture occurs and defendant is not surrendered to the Court within the time prescribed by law, I understand that I am required to pay the FULL AMOUNT of the bond posted, including any unpaid bail premium.*¹¹³

12. The indemnitor is held fully responsible for all additional expenses – regardless of whether the accused has the resources to pay. Nearly every bail bond contract we reviewed holds the indemnitor responsible for all expenses associated with the breaches of the bail bond contract caused by the accused.¹¹⁴ As discussed earlier, the accused can easily violate the terms of the contracts. Clause three in the Bankers Insurance Group's Bail Bond Agreement allows the bail bond agent to return the accused to custody without a refund of the premium if the:

- Bailee leaves the county without prior approval,
- Bailee moves to a different residence without prior written approval of the bail bond agent,
- Bailee neglects to notify the bail bond agent of “any material information,”
- Bailee does anything to suggest that they might forfeit the bond,
- Bailee is arrested and jailed for a new offense, or
- Bailee violates *any other condition* in the rest of the contract.¹¹⁵

In other words, the indemnitor will be held fiscally responsible for the actions of another person. The bail agency may demand payment from the indemnitor before they seek payment from the accused.¹¹⁶

Contract Language, Actions Against Indemnitor Before Accused: *Surety shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the First Party or to proceed or enforce its remedies against the Principal before making demand upon or proceeding and/or enforcing its remedies against any one of more of the First Party.*¹¹⁷

The indemnitor could also be liable for all expenses incurred because of their own breach of contract terms.¹¹⁸ The breach of the contract could result in the loss of the collateral.¹¹⁹

Contract Language, Payment of Actual Expenses for Breach of Contract: *To reimburse Second Party and Surety for actual expenses incurred and caused by a breach by the Principal of any of the terms for which the application and Bail Bond were written.*¹²⁰

13. If the court increases the bail amount, the surety can demand additional collateral. Even after signing the contract to pay a specified premium, the indemnitor could be responsible to pay a higher premium if the bail amount is changed by the court.¹²¹

Contract Language, Demand for Additional Collateral: *Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral [sic], in the sole discretion of Second Party or Surety, is furnished to indemnify against such increase in the bail, Second Party or Surety may demand such collateral as will indemnify them against such increased bail.*¹²²

This demand, written into Bad Boys Bail Bonds’ Indemnity Agreement, could be devastating for an indemnitor who has done nothing wrong.

14. Sureties may refund overpayments to the defendant rather than the indemnitor.

Though the collateral is the property of the indemnitor, some contracts include a provision stating that if the collateral is sold and the proceeds exceed the debt owed, the excess may be refunded to the defendant rather than the indemnitor.¹²³

Contract Language, Refunding Defendant: *With or without notice to Trustor, Beneficiary may, in its sole and absolute discretion, at any time and from time to time, in such manner and on such terms as it considers best: . . . refund to Defendant any payment received by Beneficiary on any Indebtedness secured by this Deed of Trust, and payment of the amount refunded shall be fully secured by this Deed of Trust.*¹²⁴

15. Sureties may exercise total control over indemnitors' life savings, homes, and vehicles offered as collateral to secure a bail bond. Indemnitors agreements are written to give sureties broad discretion and control over collateral while severely limiting the indemnitor's ability to make decisions about his or her own property. These agreements include provisions that allow the surety to demand immediate payment at any point after a default ("all sums shall become immediately due and payable at the option of the Beneficiary").¹²⁵

Contract Language, Payment on Demand: *Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request by Beneficiary, Trustee shall sell the trust property at public auction to the highest bidder.*¹²⁶

To collect, the surety can take any rents or other income on the property – income that may support the livelihood of the indemnitor.¹²⁷

Contract Language, Taking of Rents: *Absolute Assignment of Rents. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this trust, to collect the rents, issues and profits of the property, reserving unto the Trustor the right, prior to any default by Trustor of any obligations secured hereby or in performance of any agreement hereunder, to collect and retain such rents...*¹²⁸

The surety can also foreclose on or sell the collateral “*without demand, notice, or advertisement,*” if either the accused or the indemnitor fails to perform any of their many contractual obligations.¹²⁹ This means that the indemnitor could potentially lose their property without ever being given the opportunity to come back into compliance with a payment scheme or to protect their interest in the property.

Contract Language, Foreclosure or Sale: *(b) if you grant the Surety a lien or a security interest in any property or collateral to enforce the obligations contained in this Agreement, and if you do not perform all of your obligations in this Agreement, you authorize the Surety to (i) apply or sell any collateral security you deposited to reimburse the Surety for any and all Liabilities of any kind or nature, (ii) hold, apply or sell the collateral, or any part thereof, to protect or reimburse the Surety by reason of the execution at any time of any other bond for or on behalf of you or Defendant, and (iii) apply and sell the collateral for the purpose of placing the Surety in cash funds or protecting the Surety against any claim, demand or loss under the Bond or any other bond executed on your or Defendant's behalf. Subject to applicable law (if any) as stated in an attached addendum, the Surety may make any such sale, at its discretion, at public or private sales, and without demand, notice or advertisement of the time and place of said sale, and also with the right to purchase said collateral at such sale or sales, freed and discharged from any equity or redemption.*¹³⁰

Many agreements reserve the right to other remedies against the indemnitor, even after foreclosure or sale of the collateral.¹³¹ This allows sureties to extract multiple resources from the friends and relatives of people accused of crimes.

Contract Language, Other Remedies: *You acknowledge and agree that the Surety may foreclose any or all of the liens and security interests arising out of the transactions relating to the Bond or this Agreement, or exercise any of its rights or remedies under this Agreement, or take any combination of such actions, without waiving any other right or remedy. Failure to exercise any rights or remedies of the Surety at any one time shall not constitute a waiver of the right to exercise them at any other time. Any security or*

*collateral you give may be substituted, subordinated, or released by the Surety without affecting any other rights. The Surety shall not be obligated to enforce its rights against any security or collateral prior to enforcing its rights against you or any other indemnitor.*¹³²

If the sale of the property brings in less than the amount owed – “*even if the collateral is worth more than sale price*” – the indemnitor is still liable for the remaining debt.¹³³

Contract Language, Sale for Under Market Value: *Trustor waives all rights and defenses that Trustor may have because Defendant’s debt is secured by real property. This means, among other things, that Beneficiary may collect from Trustor without first foreclosing on any real or personal property collateral pledged by Defendant; and if Beneficiary forecloses on any real property collateral pledged by Defendant, then (i) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (ii) Beneficiary may collect from Trustor even if Beneficiary, by foreclosing on the real property collateral, has destroyed any right Trustor may have to collect from Defendant.*¹³⁴

These contract provisions give the bail agency complete control to sell, “*substitute[], subordinate[], or release[]*” all collateral.¹³⁵

16. The indemnitor loses all discretion and control over his or her own property put up as collateral. The surety’s broad discretion over collateral stands in stark contrast to the restrictions placed on the indemnitor who cannot sell, trade, or convey the property until all obligations of the bail bond contract are met.¹³⁶

Contract Language, Restrictions on Indemnitor’s Control of Property: *Any sale, trade, exchange, conveyance or encumbrance of said property, or any interest of part thereof, or change of occupancy thereof, without the written consent of the Beneficiary herein named, or its successors or assigns, shall give such Beneficiary, or its successors or assigns, the right to declare the then full unpaid balance of said note due and payable.*¹³⁷

If the indemnitor wishes to substitute another form of collateral of equal or greater value – for example, so that she may sell her home to be able to move – she may only do so if the surety grants permission under many contracts.

Contract Language, Cannot Substitute Collateral: *I understand that substitution of collateral is done at the discretion of the surety and the bail bonding agency. There are no agreements to substitute collateral at a future date.*¹³⁸

Even after all debt obligations to the surety are met, the collateral is not automatically released to the indemnitor – instead, many contracts require the indemnitor to deliver a written request for a release of the collateral.¹³⁹

Contract Language, Request for Return of Collateral: *I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return of collateral until the bail agency has researched the exoneration date and verified the bail bond status with the appropriate court.*¹⁴⁰

The surety may retain control of the collateral if any other bonds remain on the defendant or the indemnitor and the surety deems such control “advisable.”¹⁴¹ Upon return of collateral, some sureties require the indemnitor to execute and deliver a general release.¹⁴²

Contract Language, Retaining Control of Collateral & General Release: *Subject to applicable law (if any) as stated in an attached addendum, the Surety will return the collateral to you when all of the following are satisfied: (a) the Surety receives competent written legal evidence satisfactory to the Surety (for example, written notice from the court) of the Surety’s discharge or release from all liability under the Bond; (b) there are no outstanding Liabilities of any kind arising out of or relating to the Bond; (c) there are no other outstanding bonds or obligations executed by, for or on behalf of you or Defendant in connection with which the Surety may deem it advisable to retain such collateral for its protection; and (d) upon the Surety’s request, you shall have executed and delivered to the Surety a general release upon the Surety’s return of the collateral to you.*¹⁴³

17. Sureties can hold indemnitors responsible for any depreciation in the value of collateral.

Some contract provisions force indemnitors to provide additional collateral if the value in their property decreases.

Contract Language, Depreciation of Collateral: *The Surety shall not be liable for the depreciation of any collateral or for any interest thereon. In the event of depreciation of the collateral, or any part thereof, or of any collateral which may be hereafter deposited with the Surety for its protection, upon request of the Surety, you shall provide the Surety with additional and satisfactory collateral so that the total market value of the collateral shall, at all times, be equal to the market value of the collateral at the time of its initial deposit. Subject to applicable law (if any) as stated in an attached addendum, if you fail to deposit such additional collateral, the Surety shall have the full right, power and authority, without further demand or notice, to sell, assign and deliver the whole or any part of such collateral, substituted collateral, or additional collateral, at public or private sale, at its option, and without demand, notice or advertisement, and also with the right to purchase said collateral at any such sale, freed and discharged from any equity or redemption.*¹⁴⁴

Failing to provide additional collateral gives the surety the right to sell the indemnitor’s property. Other contract provisions require indemnitors to undergo and complete repairs to their homes, even if they must take out a loan to do so.

Contract Language, Collateral Repairs: *Property to care for and keep the property in good condition and repair and to keep all buildings thereon free from visible active termites, fungi or dry rot infestation; not to remove, alter or demolish any buildings or improvement thereon; to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefore, and, if the loan secured hereby, or any part thereof, is for the purpose of financing construction of improvements on said property, to complete the same in accordance with plans and specifications satisfactory to Beneficiary; to allow Beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to Trustor by registered mail sent to his last known address or by personal service; that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days, not to commit or permit waste of the property; to comply with all laws, covenants, conditions and restrictions affecting the property if said land be agricultural, property to harvest and care for crops growing thereon and farm the property in a proper and husband like manner.*¹⁴⁵

This particular provision requires indemnitors to repair any damages, securing only loans that are approved by the surety, and to make all payments on those loans. It allows the surety to inspect the property any time during construction, and requires the indemnitor to replace anything that the surety deems unsatisfactory within 15 calendar days. Finally, if the collateral property is farmland, it requires the indemnitor to properly farm the land. The contract does not specify what this means, other than to say that the indemnitor must harvest and care for his crops. This vagueness leaves the door open for sureties to arbitrarily find the indemnitor in violation of this requirement.

18. Some contracts require indemnitors to maintain property insurance of whatever type the surety deems necessary. Some contracts provide that if the Indemnitor does not provide a satisfactory insurance policy and proof of payment, the surety can obtain a policy on the property and change the payments to the indemnitor.

Contract Language, Maintaining Property Insurance: *To at all times provide, maintain in force and deliver to Beneficiary fire and such other insurance as may be required by Beneficiary in an amount satisfactory to and with loss payable to said Beneficiary; said insurance policies shall be in form and content and in such companies as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these trusts. If said insurance policies have not been delivered to the Beneficiary thirty (30) days before the expiration of any of the said insurance, with evidence of the premium having been paid, the Beneficiary shall have the right, but is not obligated to obtain said insurance on behalf of the Trustor and pay the premium thereon. The amount collected under any fire or other insurance policy may be applied by Beneficiary to any indebtedness secured hereby and in such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Neither the Trustor nor Beneficiary shall be responsible for such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of and pass to the purchaser of the property conveyed hereby at any Trustee's sale held hereunder.¹⁴⁶*

Other contract provisions require indemnitors to pay money received from insurance claims directly to the bail agency.

Contract Language, Insurance Claim Payments: *That any award of damages in connection with any condemnation for public use of or injury to Mortgaged Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.¹⁴⁷*

Under this provision, the bail agency retains its right to find the indemnitor in default for failing to make future monthly payments, even if her home has just burnt to the ground, and she is left without any insurance money.

Finally, some contracts have provisions requiring indemnitors to defend against any legal actions that might affect the property rights granted to the bail bond agent or the Trustee.

Contract Language, Defending Against Legal Actions: *To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action*

*or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this deed.*¹⁴⁸

This provision requires the indemnitor to pay any costs or expenses related to defending against these legal actions, including attorney's fees. In effect, even if these contracts lack provisions that expressly waive indemnitors' rights to legal claims,¹⁴⁹ the indemnitors are precluded from asserting any of their rights because they must defend the bail bond agent's interest in the property under this clause.

19. Bail bond contracts can allow sureties to transfer their rights to collateral – including indemnitors' life savings, homes, and vehicles – without consent or notice. The surety can convey its rights to anyone it wishes, including to the bail bond agent (the "Producer" in the language below).

Contract Language, Transfer of Rights to Collateral: *The Surety shall have the right to transfer and/or assign, in whole or in part, its rights and obligations in this Agreement, and/or in the Bond to the Producer or any other person or entity ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by the Surety, Assignee shall have the right to enforce in any action, proceeding or otherwise any of the Surety's rights herein or arising out of any of the transactions contemplated hereby, and you shall not, and expressly waive any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action, proceeding or otherwise.*¹⁵⁰

This clause allows the surety to transfer all rights to the collateral without even informing the indemnitor. It also requires the indemnitor to waive any possible legal claim asserting that the transferee's rights differ from the rights held by the surety prior to transferring the collateral. Other bail bond contracts allow the surety to appoint a Trustee or change the Trustee at any time without consent from the indemnitor.¹⁵¹

20. Sureties may require the trustor, indemnitor, or accused to give up their legal rights to defend against onerous debt and unfair foreclosure. For example, the Deed of Trust from Accredited Surety and Casualty Company, Inc. through ZZ's Smokin' Bail Bonds includes a provision requiring the trustor to give up the right to discharge debt based on the accused's disability, bankruptcy, or other similar legal provisions.¹⁵² This particular Deed of Trust is 4 pages long, single spaced, with no paragraph breaks despite including multiple numbered clauses and provisions (see Figure 5). This contract would be a particularly challenging read for a layperson – especially one in a hurry to bring a loved one home from jail.

Contract Language, Waiving Rights to Discharge Debt: *Trustor waives and agrees not to assert or take advantage of: ... any defense based on any legal disability of Defendant or any other person, or any discharge or limitation of the liability of Defendant or any other person to Beneficiary, or any restraint or stay applicable to actions against Defendant or any other person, whether such disability, discharge, limitation, restraint, or stay is consensual, or by order of a court or other governmental authority, or arising by operation of law or any liquidation, reorganization, receivership, bankruptcy, insolvency, debtor-relief proceeding, or from any other use.*¹⁵³

Figure 5. Hard-to-Read Deed of Trust

Deed of Trust with Assignment of Rents

Snapshot of a Bail Bond Agreement

This Deed of Trust with Assignment of Rents* form is just one of the many documents a person might be expected to sign before bail can be posted.

- Up to 1,338 words per page
- 8 to 12-point font
- No paragraph breaks or headings
- Half inch margins
- Mostly legal jargon
- Cramped spacing between lines

*For the full version of this form, see Appendix.

This Deed of Trust also requires the trustor to give up rights based on the surety's negligence and to give up numerous statutory defenses.¹⁵⁴

Contract Language, Waiving Rights to Defenses: *Trustor waives and agrees not to assert or take advantage of: ... v) any defense based on Beneficiary's negligence, including the failure to record an interest under the Deed of Trust, the failure to protect any security interest, or the failure to file a claim in any bankruptcy of Defendant, Trustor, or of any other person; (vi) any defense based on a statute of limitations to the fullest extent permitted by law and any defense based on Beneficiary's delay in enforcing the Deed of Trust; (vii) all rights of subrogation, reimbursement, indemnity, contribution, any other rights that may become available to Trustor under California Civil Code §§2787-2856, inclusive, all rights to enforce any remedy that Beneficiary may have against Defendant or any other person...*¹⁵⁵

This Deed also makes the trustor fully responsible for knowing the accused's financial situation.¹⁵⁶ Even if the surety has information it knows will affect the trustor adversely, it is not obligated to share that information with the trustor.

Contract Language, Surety Has No Obligation to Share Adverse Information: *Trustor, by execution of this Deed of Trust, represents to Beneficiary that the relationship between Trustor and Defendant is such that Trustor has access to all relevant facts and information on the Indebtedness and on Defendant, and that Beneficiary can rely on Trustor having such access. Trustor waives and agrees not to assert any duty of Beneficiary to disclose to Trustor any facts that it may now know or later learn about Defendant, regardless of whether Beneficiary has reason to believe that any such facts materially increase the risk beyond that which Trustor intends to assume, has reason to believe that such facts are unknown to Trustor, or has a reasonable opportunity to communicate such facts to Trustor. Trustor is fully responsible for being and keeping informed of Defendant's financial condition and all circumstances bearing on the risk of nonpayment of any Indebtedness secured by this Deed of Trust.*¹⁵⁷

Appendix. Methodology

To ensure we were comprehensive in our approach, we developed the following methodology to identify and examine bail bond companies from across California to compare bail bond contracts available online.

We started by conducting a comprehensive search for online contracts. We used Yelp, an online resource for crowd-sourced reviews of businesses, supplemented by Google Maps, to locate bail bond companies in close proximity to local jails in each county (see Table 2).

For smaller counties, there were fewer companies. If Yelp had fewer than 5 bail bond companies listed in that county, we conducted an additional search in Google Maps for additional bail bond companies in the area. For larger counties, we examined up to 10 bail bond companies per jail address. For example, in Los Angeles, there are a total of 8 jail facilities. Three facilities are located on Bauchet Street in the City of Los Angeles, three facilities are on The Old Road in Castaic, and two additional facilities are in Lancaster and Lynwood. For the search in Los Angeles County, we used Yelp to conduct four separate searches for 10 bail bond companies: 1) Bauchet Street in Los Angeles; 2) The Old Road in Castaic; 3) Lancaster; and 4) Lynwood.

Gotham, Acme, Bad Boys, Alladin, All Pro, Anytime, Bail Hotline Bonds, Leonard Padilla, Bail Bonds Direct, Le Bail Bonds, ABBA Bail Bonds, and Absolute Bail Bonds appeared most frequently in our searches by county. Of these companies, only Gotham, Leonard Padilla, and Acme provided copies of their forms online. We were also able to obtain copies of contracts from Bad Boys and Bail Hotline from Prof. W. David Ball at Santa Clara University School of Law.

We then identified the various types of contract documents. Many of the contract documents were duplicative because they were forms used by a national surety. Even though multiple bail bond companies may be affiliated with a specific surety, we found that the forms used were not necessarily consistent. Overall, the names and types of documents we found varied considerably across bail bond companies but included the following types of documents:

- Bail/Bond Agreement
- Plain Talk/Defendant Agreement
- Deed of Trust
- Disclosure of Lien Against Property
- Indemnitor/Co-signor Application
- Indemnity Agreement
- Indemnitor Checklist
- Promissory Note
- Privacy Agreement
- Conditions of Continued Bail
- Bail Bond Application
- California Addendums
- Credit Card Agreement
- Unpaid Premium Agreement
- Contact Information
- Authorization to Release Letter
- Receipt and Statement of Charges
- Solicitation of Bail Form
- Court Bond

Finally, we analyzed the documents. For your convenience, we have included our research codes in the text and all of the documents we analyzed can be found in our Google drive available here: <https://drive.google.com/drive/folders/0B1PfoQAvDO74OHZDbI9TeVhSRU0?usp=sharing>.

We examined each of the documents individually and holistically as a bail bond company, for provisions related to the following research questions.

- Does the contract appear to violate California statutory/regulatory provisions?
- What types of fees (e.g., non-refundable premium, per annum clause, attorney's fees) are imposed?
- What types of conditions (e.g., reporting requirements, GPS monitoring) are imposed on the bailee?
- What types of conditions and/or fees are imposed on indemnitors/cosigners?
- What does the contract state about how collateral can be lost or returned?

Table 2. Bail Bond Companies by County

County	Company Name	Other Locations	Website	Document Code	
1	Alameda	American Eagle Bail Bonds	Alameda, Calvareras, Contra Costa, San Joaquin, Stanislaus, Tuolumne	http://www.americaneaglebailbonds.com/bail-info--other-links.html	
2		Bad Boys Bail Bonds	San Jose, Oakland, L.A., Santa Ana, San Diego, Modesto	https://www.badboysbailbonds.com/	
3		Bail Hotline Bail Bonds	Not sure	http://mybailhotline.com/ca/office/oakland-bail-bonds/	
4		JM Bail Bonds	San Leandro, Hayward, San Jose, Santa Rita, Milpitas, Fremont, Kerkelel, Oakland, Pleasanton, Dublin, San Lorenzo, Union City, Newark, Castro Valley, Stockton, Sacramento, Auburn	http://www.jmbailbonds.com/	
5		Leon Savoy Bail Bond	None listed on website	No website available available	
6		Luna Bail Bonds Oakland	None listed on website	No website available available	
7		Minuteman Bail Bonds	Locations throughout U.S.	http://minutemanbail.com/BailHistory.aspx	BHS2
8		Reese Bail Bonds	None listed on website	http://reesebailbonds.com/	BHS1
9		Slaughter Mitch Bail Bonds	None listed on website	No website available available	
10		The Clubs' Bail Bonds	None listed on website	No website available available	
11		You Walk Bail Bond Agency	None listed on website	No website available available	
12	Alpine	All Pro Bail Bonds	Not sure	No website available available	
13		Gold Country Bail Bonds	Not sure	No website available available	
14		Lil Zekes Bail Bonds	All around California and Surrounding Area	http://lilzekesbailbonds.com/alpine-county-bailbonds.php	
15		ABBA Bail Bonds	Throughout California	http://www.abbabailbonds.com/	
16	Amador	Aaronic Bail Bonds		No website available available	
17		Aback Bail Bonds		No website available available	
18		Buck Lewis Bail Bonds		No website available available	
19		Burnsworth Bail Bonds		No website available available	
20		Charles Holland Bail Bonds		No website available available	
21		Foothill		No website available available	
22		Mother Lode Bail Bonds, From Jackson		No website available available	
23		Payne Byron Bail Bonds		No website available available	
24		Ramirez Gilbert Bail Bonds		No website available available	
25		Tristan Brown Bail Bonds		No website available available	
26	Butte	Chico Bail Bonds	None	https://chicobailbonds.com/	
27		Leonard Padilla Bail Bonds	Throughout California	http://leonardpadillabailbonds.com/	BHS3
28		McMains Bail Bonds	None	No website available available	
29		Valencia Bail Bonds	Sacramento County, Sutter Count, Yuba County, El Dorado	http://valenciabailbonds.net/	BHS4
30	Calaveras	American Eagle Bail Bonds	(see Alameda Listing)	(see Alameda Listing)	
31		Bunsworth Bail Bonds Inc	None	https://www.facebook.com/BurnsworthBailBonds/	
32		Jail Bird Bail Bonds	None	No website available available	
33	Colusa	Bail Bond Shealy	Colusa County, Butte Count, Sutter County	http://www.bailbondshealy.com/	
34		Gotham Bail Bonds	See San Francisco Listing	https://gothambailbonds.net/	
35		Preston's Bail Bonds	None	http://www.prestonsbailbonds.com/faq	BHS5
36	Contra Costa	AACHEN Bail Bonds	None	No website available available	
37		Acme Bail Bonds	See Ventura listing	See Ventura listing	
38		All-Pro Bail Bonds	Throughout CA	http://www.allprobailbond.com/locations/california/bail-bonds-martinez/?apbb_source=yp-online-martinez&utm_source=yp.com&utm_medium=listing&utm_campaign=Yellow%2BPage%2BOnline%2B%7C%2BMartinez	

Table 2. Bail Bond Companies by County

County	Company Name	Other Locations	Website	Document Code	
39	Contra Costa, cont.	Angela Sobota Bail Bonds	Website says "all of california"		
40		Bail Hotline Bail Bonds	http://mybailhotline.com/ca/office/martinez-bail-bonds/		
41		Castle Bail Bonds	http://www.castlebailbonds.com/		
42		Cooper Bail Bonds	None	http://cooperbailbonds.net/	
43		Curt Bulloch	Around the state: http://925bailinfo.com/	http://925bailinfo.com/	
44		Martinez Bail Bonds	None	http://martinezbailbond.com/	
45		Penny Bail Bonds	None	No website available available	
46	Del Norte	Crescent Bail Bonds	None	http://www.crescentbailbonds.com/	
47		Del Norte Bail Bonds	None	No website available	
48		Ray Genung Bail Bonds	None	No website available	
49		Tonya Page Bail	Fort Dick, Gasquet, Hiuchi, Klamath, Patrick Creek, Couglas park,	http://www.familybailbonds.com/del-norte/	
50	El Dorado	2 B Free Bail Bonds	Throughout Northern California http://www.2bfreebailbond.com/loc	http://www.2bfreebailbond.com/index.html	
51		49er Bail Bonds	Placerville, Auburn, Roseville, South Lake Tahoe, Jackson, San Andreas, Sacramento	http://www.49erbail.com/	
52		Gold Country Bail Bonds	None	http://www.goldcountrybail.com/index.html	BHS6
53		Joshua Varozza Bail Bonds	None	http://www.varozzabailbonds.com/about-2/	
54		Premiere Bail Bonds	Throughout California	http://www.premierebailbonds.com/el-dorado-county/south-lake-tahoe/	
55		Quick Release Bail Bonds	None	http://www.bailbondslaketahoe.com/contact-quick-release-bail-bonds-south-lake-tahoe-ca.htm	
56		South Shore Bail Bonds	None	http://southshorebailbonds.com/	BHS7
57		Tahoe Bail Bonds	None	No website available	
58	Fresno	Ajua Bail Bonds	None	http://www.ajuabailbonds.com/	
59		Albert T. Ramirez Bail Bonds	None	http://www.bail-bonds-fresno.com/	BHS8
60		Best Chance Bail Bonds	None	http://www.bestchancebailbonds.com/	
61		Bulldog Bail Bonds	None	http://bailbondbulldogs.com/	
62		Dog House Bail Bonds	None	http://www.doghousebailbonds-fresno.com/	
63		Good Luck Bail Bonds	None	http://www.myvangold.com/	
64		Good Luck Bail Bonds	None	http://www.vanguardbail.com/ website is broken	
65		Madtown Bail Bonds	None	http://www.madtownbail.com/	
66		Ramirez Bail Bonds Salvador	None	No website available	
67		Speedy Bail Bonds	None	www.speedybailfresno.com	
68	Glenn	Preston's Bail Bonds	Tehama County	http://www.prestonsbailbonds.com/	CB3
69	Humboldt	Aladdin Bail Bonds	Nationwide - because of their "find a location by zip code" search, it is hard	https://www.aladdinbailbonds.com/office-locations/eureka-bail-	
70		Belinda's Bail Bonds	None	http://www.belindasbailbonds.com/ - Website is broken	
71		Norcal Bail Bonds	40+ other locations in California	http://www.norcalbailbonds.com/humboldt-county-ca-bail-bonds	
72		Venture Bail Bonds	None	http://www.venturebailbonds.com/	
73	Imperial	Abaca Easy Out	None	http://www.abacaezout.com/	
74		Abailable EZ Out Bail Bonds	None	No website available available	
75		El Centro Bail Bonds	None	http://www.elcentro-bailbonds.com/	
76		Franco Bail Bonds	None	No website available available	
77		Guerro Henry L. Bail Bonds	None	No website available available	
78		McCurly Bail Bonds	None	No website available available	
79		Rolando Romo Bail Bonds	None	http://www.rolandoromobailbondsca.com/	
80	Inyo	Buckaroo Bail Bonds	None	No website available available	
81		Yusef Odeh Bail Bonds	None	http://www.bailnu.com/	
82	Kern	Patriot Bail Bonds		http://www.patriorbailbonds.com/	CB1
83	Kings	Gotham Bail Bonds	Yes - throughout CA	https://gothambailbonds.net/	CB2

Table 2. Bail Bond Companies by County

	County	Company Name	Other Locations	Website	Document Code	
84	Lake	Lake County Bail Bonds	None	No website available available		
85		Luna Bail Bonds	None	No website available available		
86		Mel's Bail Bonds	None	http://www.gomels.com - but website cannot be reached		
87	Lassen	Bail Bonds by Holly	Redding and Red Bluff	http://hollybailbonds.com/		
88		Marland Bail Bonds	None	No website available available		
89		Nancy Schwarz Bail Bonds	None	No website available available		
90		Quincy Bail Bonds	None	No website available available		
91		Susanville Bail Bonds	None	No website available available		
92	Los Angeles	Abba Bail Bonds	Downtown, Los Angeles (+42 locations, see website:	http://www.abbabailbonds.com		
94		Absolute Bail Bonds		http://www.absolutebailbonds.com/california/los-angeles-county/los-angeles-ca-9001-bail-bonds		
95		Acme Bail Bonds	Downtown, Los Angeles (+19 locations - see website)	https://acmebail.com/	CB4	
96		Always Bail Bonds	Downtown, Los Angeles (+26 locations)	http://www.alwaysbailbonds.com/		
97		American Liberty Bail Bonds	Whittier, Anaheim	http://www.callthebailguy.com/	CB6	
98		Answer Bail Bonds		http://www.answerbailbonds.com/index.html		
99		Avenger Bail Bonds	OC & LA (Per a Yelp review)	http://www.avengerbailbonds.com/		
100		Bad Boys Bail Bonds	Downtown, Los Angeles (+9 locations - see website)	https://www.badboysbailbonds.com/		
101		Bail Bonds Direct	Downtown, Los Angeles (+23 locations, see website)	http://www.bailbondsdirect.net		
102		Bail Hotline Bail Bonds				
103		Gotham Bail Bonds	Over 19 locations in CA (see website)	http://jrsbailbond.com/	CB5	
104		iCandy Bail Bonds	None	Website link does not work - www.icanbail.com		
105		Lancaster Bail Bonds	None	http://lancasterbail.com/		
106		Palmdale Bail Bondsmen	None	http://palmdale-bail-bonds.com/		
107		Santa Clarita Bail Bond Store	None	http://santa-clarita-bailbonds.com/		
108		SCV Bail Bonds	None	https://www.scvbailbonds.com/		
109		The Bail Boys Bail Bonds	Downtown, Los Angeles (+23 other locations, see website)	http://www.thebailboys.com/		
110		Madera	Best Chance Bail Bonds	None	http://www.bestchancebailbonds.com/	
111			Mad Town Bail Bonds	None	http://www.madtownbail.com/	
112	Speedy Bail Bonds		None	No website available available		
113	Marin	5 Star Bail Bonds	San Raphael, Petaluma, Novato, Larkspur, Mill Valley, Santa Venetia	http://5star-bailbonds.com	SK1	
114		Aladdin Bail Bonds	National company	https://www.aladdinbailbonds.com/		
115		Calvin Elam Bail Bonds	Unknown	No website available available		
116		Castle Bail Bonds	Richmond	http://www.castlebailbonds.com		
117		Greg Rynerson Bail Bonds	Statewide	http://www.888bailbond.com		
118		Le Bail Bonds	San Jose, San Francisco, Contra Costa/Richmond/Martinez, San	http://www.lebailbonds.com		
119		Marin Bail Bonds	San Raphael	http://www.marinbailbonds.info		
120		Minuteman Bail Bonds	Statewide	http://www.minutemanbail.com	SK2	
121		New Century Bail Bonds	See Notes.	http://www.bailbondsinsanfranciscoca.com		
122		Zig Zag Bail Bonds	El Sobrante Bail Bonds, Hercules Bail Bonds, Albany Bail Bonds, San	http://www.zigzagbailbonds.com		
123	Mariposa	Robin's Bail Bonds	Unknown	No website available available		
124	Mendocino	Aladdin Bail Bonds	National company	https://www.aladdinbailbonds.com/		
125		Bail Bonds Express	Ukiah	No website available available		
126		Bail California	Ukiah	No website available available		
127		Dave Galli Bail Bonds	Ukiah	No website available available		

Table 2. Bail Bond Companies by County

County	Company Name	Other Locations	Website	Document Code
128	Mendocino, cont. Mel's Bail Bonds	Eureka, Lakeport, Santa Rosa, Ukiah	melsezoutbailbonds.com	SK3
129	Nathan Maxwell Bail Bonds	Ukiah	http://www.ukiahbailbond.com	
130	Professional Bail Bond Services	Ukiah	No website available available	
131	Ukiah Bail Bonds	Ukiah	http://www.ukiahbailbonds.com	
132	Merced Abba Bail Bonds	Statewide	http://www.abbabailbonds.com	
133	Aladdin Bail Bonds	National company	https://www.aladdinbailbonds.com/	
134	All-Pro Bail Bonds	National company	http://www.allprobailbond.com/locations/california/bail-bonds-merced/	
135	Bail Bonds-Mark Davis Bail Bonds	Merced	No website available available	
136	Martinez Family Bail Bonds	Modesto, Stockton, Merced, Fresno, Sacramento, Yuba City, Marysville, Roseville	http://www.mtzbaill.com	
137	Merced Bail Bonds	Merced	http://www.bailmerced.com	
138	Morenita Bail Bonds	Merced	No website available available	
139	Modoc Bail Alturas	Alturas	No website available available	
140	Mono Acme Bail Bonds	Sacramento and surrounding areas	https://acmebail.com	SK4
141	Mark Lee Bail Bonds	Auburn and surrounding areas	https://sites.google.com/site/markleebailbonds/home	
142	Rescue Bail Bonds Mammoth Lakes	Mammoth Lakes and surrounding areas	No website available available	
143	Monterey Aladdin Bail Bonds	National company	https://www.aladdinbailbonds.com/	
144	All-Pro Bail Bonds	Statewide	http://www.allprobailbond.com/locations/california/bail-bonds-salinas/	
145	Anytime Bail Bonds	Bakersfield, Los Angeles, San Diego, Visalia, Vista	http://gottagobailbonds.com	
146	Bail Bonds by Barry	Salinas	No website available available	
147	Diaz Brothers Bail Bonds	Salinas, Santa Cruz	http://diazbrosbailbonds.org	SK5
148	Gonzalez Jose A Bail Bonds	Salinas	http://www.gonzbonz.com	
149	Gothan Bail Bonds	Statewide	https://gothambailbonds.net	SK6
150	Liberty Bail Bonds	San Francisco and Santa Rosa	http://www.libertybailofcalifornia.com	
151	Salinas Bail Bond Store	Salinas and Monterey County	http://salinas-bailbonds.com	
152	San Mateo	Statewide	http://mybailhotline.com/ca/office/salinas-bail-bonds/	
153	Napa A Sam R Aldridge Bail Bonds	Napa	No website available available	
154	Aladdin Bail Bonds	National company	https://www.aladdinbailbonds.com/	
155	Aldridge Bail bonds	Napa, Fairfield, Santa Rosa, Marin	http://www.bailed.com	
156	California Bail Bonds	Fairfield	http://www.californiabailbonds.com	SK8
157	Edward McKee Bail Bonds	Napa	No website available available	
158	Joanne's Bail Bonds	Napa	No website available available	
159	Marty's Bail Bonds	Napa	No website available available	
160	Napa Bail Bonds	Napa	No website available available	
161	Novelli Bail Bonds	Napa	http://www.novellibailbonds.com	SK7
162	ASAP Bail Bonds	Napa	No website available available	
163	Nevada Burnsworth Bail bonds	Nevada City	burnsbail.com	
164	Calabretta's Bail House	Nevada, Placer, El Dorado, Sacramento Counties	http://nevada-city-bail-bonds.com	
165	Dean Charles Johnson Bail Bonds	Nevada	No website available available	
166	Mark Lee Bail Bonds	Auburn and surrounding area	No website available available	
167	Nevada City Bail Bonds	Nevada City	https://www.nevadacitybail.com	
168	Acme Bail Bonds	Sacramento and surrounding area	https://acmebail.com	SK9
169	Orange 24 Hour Bail Bonds	Orange County	http://bailadvice.net	
170	24/7 Bail Service	Irvine	http://www.247bailservice.com	
171	Ace Baron Bail Bonds	Irvine	http://www.acebaronbailbonds.com	
172	Affirmative Bail Bonds	Irvine	No website available available	

Table 2. Bail Bond Companies by County

County	Company Name	Other Locations	Website	Document Code	
173	Orange, cont.	Alvarado Bail Bonds	Santa Ana	https://www.alvaradobailbonds.com	
174		Always Bail Bonds	Southern California	http://www.alwaysbailbonds.com	
175		Angels Bail Bonds Orange	Orange	http://bailbonds-orange.com	
176		Apollo Bail Bonds	LA, Orange, Inland Empire, Riverside, San Diego, San Bernardino	http://www.orangecountyjailbailbonds.com	SK14
177		Avenger Bail Bonds	Orange, Los Angeles, and San Bernardino Counties	http://www.avengerbailbonds.com	
178		Bail Bonds DIRECT	Orange, LA, Riverside, Ventura, San Bernardino, San Diego	http://bailbondsdirect.com/orange-county/santa-ana-bail-bonds/	SK13
179		Bail Bonds Irvine	Irvine	http://www.bail-bonds-irvine.com/index.php	
180		Bail Brothers Bail Bonds - Los Hermano Fianzas	Orange, Los Angeles, Riverside, San Bernardino, Ventura, San Diego, Imperial Counties	http://www.thebailbrothers.com	
181		Bail Man Bail Bonds	LA, Orange, San Bernardino, Ventura Counties	http://bailmanbailbonds.net/test/	SK12
182		California Bail Bonds	Southern California	http://cabailbonds.us	
183		Certified Bail Bonds	Orange	No website available available	
184		Greg Benjamin Bail bonds	Santa Ana	http://www.bailbondsinarangecounty.com	
185		I & V Bail Bonds Irvine	Irvine	http://ivbailbondsirvine.blogspot.com	
186		Joseph Lombardo Bail Bonds	Orange	No website available available	
187		Live Free Bail Bonds Irvine	LA, Orange, Riverside, San Diego	http://livefreebailbonds.com	
188		Magic Bail Bonds Irvine	Irvine	https://www.bail-bonds-in-irvine.com	
189		Mr. Nice Guy Bail Bonds	Los Angeles, Newport Beach, Orange, Riverside, San Bernardino, San Diego Counties	http://www.mrniceguybailbonds.com	SK11
190		Orange Coast Bail Bonds	Orange County	http://www.orangecoastbailbonds.com	
191		ORN Bail Bonds	Orange	http://ornbailbonds.blogspot.com	
192		Penny Bail Bonds	Orange, Van Nuys, San Raphael, San Bernardino, San Diego	http://pennybailbonds.com	
193		Power Bail Bonds	San Diego, LA, Riverside, San Fernando Valley	http://www.powerbailbonds.com	
194		Remedy Bail Bonds / Santa Ana Bail Bonds	San Bernardino, Etiwanda, Riverside, Banning, Temecula, San Diego, Chula Vista, LA, Lynwood, El Monte, Santa Ana, Adelanto, Castaic, South Gate	http://remedybail.com/orange-county-bail-bonds	
195		Riddlers Bail Bonds	Garden Grove, North Orange, South Orange, Santa Monica, West LA, LA, Downtown LA, Long Beach, San Fernando Valley, San Bernardino, Hollywood, Glendale, Anaheim.	http://www.riddlersbailbonds.com/index.htm	SK10
196		Signature Bail Bonds	Santa Ana	http://www.ibail247.com	
197		Steven Mehr Bail Bonds	Southern California	http://www.ssmehrbailbonds.com/locations/orange-county-bail-bonds	
198		Velocity Bail Bonds	Orange County	http://velocitybailbonds.net	
199	Placer	49ER Bail Bonds	Placerville, Auburn, Roseville, South Lake Tahoe, Jackson , San Andreas, Sacramento	http://www.49erbail.com	
200		Ace of California Bail Bonds	Sacramento	http://www.auburnplacerjailbailbonds.com	
201		Alladin Bail Bonds	Over 20 (see cities online)	https://www.aladdinbailbonds.com/office-locations/auburn-bail-bonds/?utm_source=yelp&utm_medium=social&utm_content=contact%20us&utm_campaign=auburn	
202		Auburn Bail Bonds		No website available available	
203		Gotham Bail Bonds	Over 20 locations (cities on website)	https://gothambailbonds.net	
204		Joshua Waxham Bail Bonds		http://www.placerbailbonds.com	
205		Powers Bail Bonds		http://powersbailbonds.weebly.com	
206		Roseville Bail Bonds	Sacramento	http://www.rsvlbailbonds.com	

Table 2. Bail Bond Companies by County

County	Company Name	Other Locations	Website	Document Code
207	Plumas	Americal Bail Bonds	No website available available	
208		Bail Bonds by Holly	http://hollybailbonds.com	
209		Bear Bail Bonds	No website available available	
210		Garner Bail Bonds	No website available available	
211		Gotham Bail Bonds	https://gothambailbonds.net	
212		Leonard Padilla Bail Bonds	http://leonardpadillabailbonds.com	
213		Marland Bail Bonds	No website available available	
214		Nancy Schwarz Bail Bonds	No website available available	
215		Quincy Bail Bonds	No website available available	
216		Susanville Bail Bonds	No website available available	
217	Riverside	About Time Bail Bonds	http://www.bailbondsbaningca.com	
218		Answer Bail Bonds	Multiple Locations (see website) http://www.answerbailbonds.com/#!riverside-county-location/cxvk	
219		Bail Depot Bail Bonds	https://www.thebaildepot.com	
220		Bail Hotline Bail Bonds	Multiple locations (see website) http://mybailhotline.com/ca/office/blythe-bail-bonds/	
221		Banning Bail Bonds	http://socalbailbonds.net	
222		Burton Campbell Bail Bonds	No website available available	
223		El Don Bail Bonds	http://www.eldonbailbonds.com	
224		Gantes William R Bail Bonds	No website available available	
225		Justice Bail Bonds	San Diego, San Bernadino http://justicebailbonds.com	
226		Rocco Edivan Bail Bonds	Multiple Locations (see website) http://www.roccoedivanbailbonds.com	
227	Sacramento	1 Hour Bail Bond Service	https://www.1hourbailbonds.com	
228		Abba Bail Bonds	Multiple locations (see website) http://www.abbabailbonds.com/locations/	
229		Acme Bail Bonds	Multiple locations (see website) https://acmebail.com	
230		Eddie Cuevas Bail Bonds	No website available available	
231		Greg Padilla Bail Bonds	http://gregpadillabailbonds.com	
232		Henry Martínez Bail Bonds	No website available available	
233		Joshua Varozza Bail Bonds	http://www.varozzabailbonds.com/locations-services/	
234		Le Bail Bonds	No website available available	
235		Leonard Padilla Bail Bonds	http://leonardpadillabailbonds.com/locations/	
236		Valencia Bail Bonds	http://valenciabailbonds.net/download-forms/	
237	San Benito	Aardwolf Bail Bonds	Monterey, San Jose, Salinas, Alameda County http://aardwolfbailbonds.net	
238		Bail Bond Agency	No website available available	
239		Craig Avila Bail Bonds	No website available available	
240		Eight Ball Bail Bonds	Multiple Locations (see website) http://www.eightballbail.com	RC6
241		Gabriel Ibarra Bail Bonds	No website available available	
242		Jokers Bail Bond	No website available available	
243		Luna Bail Bonds	http://lunabailbonds.com/52-2/	
244		MacKenzie Scott Bail Bonds	No website available available	
245		New Century Bail Bonds	http://www.bailbondsinsanfrancisco.com	
246		Pacific Coast Bail Bonds	No website available available	
247	San Bernardino	Absolute Bail Bonds	http://www.absolutebailbonds.com/california/san-bernardino-county/victorville-ca-92392-bail-bonds	
248		Access Bail Bonds	Multiple locations (see website) http://www.accessbailbonds1.com	RC4
249		Answer Bail Bonds	Multiple Locations (see website) http://www.answerbailbonds.com	
250		Bail Hotline Bail Bonds	Multiple locations (see website) http://mybailhotline.com/ca/office/san-bernardino-bail-bonds/	
251		Bail Hotline Bail Bonds	Multiple Locations (see website) http://mybailhotline.com/ca/office/rancho-cucamonga-bail-bonds/	

Table 2. Bail Bond Companies by County

County	Company Name	Other Locations	Website	Document Code
252	San Bernardino, cont. Montana Bail Bonds	Orange County, San Diego	http://montanabailbonds.com	
253	Penny Bail Bonds		http://pennybailbonds.com	
254	Remedy Bail Bonds	Multiple locations (see website)	http://remedybail.com/san-bernardino-bail-bonds	
255	SOTA Bail Bonds		http://www.sotabailbonds.com	
256	Team One Bail Bonds	Multiple Locations (see website)	http://www.teamonebailbonds.com	
257	San Diego A to Z Bail Bonds		http://bigmarco.com	
258	Aladdin Bail Bonds	Multiple locations (see website)	https://www.aladdinbailbonds.com/office-locations/san-diego-bail-bonds/	
259	All Pro Bail Bonds San Diego	Multiple locations (see website)	http://www.allprobailbond.com/locations/california/bail-bonds-san-diego/?apbb_source=yp-online-san-diego&utm_source=yp.com&utm_medium=listing&utm_campaign=Yellow%2BPage%2BOnline%2B%7C%2BSan%2BDiego	
260	Bad Boys Bail Bonds	Multiple locations (see website)	https://www.badboysbailbonds.com	
261	Bail Bond Woman		http://www.thebailbondwoman.com/forms	RC3
262	Bail Hotline Bail Bonds	Multiple locations (see website)	http://mybailhotline.com/ca/office/san-diego-bail-bonds/	
263	Fausto's Bail Bonds	Multiple locations (see website)	http://www.faustosbailbonds.com	RC2
264	Golden Boy Bail Bonds	Located throughout Southern California	http://www.goldenboybailbonds.com	RC1
265	King Stahlman Bail Bonds		http://sd-bailbonds.com/forms/2507209	RC7
266	Power Bail Bonds	Los Angeles, Orange County, Riverside, Oceanside	http://www.powerbailbonds.com/locations/	
267	San Francisco Al Graf Bail Bonds		http://www.algrafbailbonds.com	
268	Aladdin Bail Bonds	Over 20 (see website)	https://www.aladdinbailbonds.com/office-locations/san-francisco-bail-bonds/?utm_source=yelp&utm_medium=social&utm_content=contact%20us&utm_campaign=san%20francisco	
269	All-Pro Bail Bonds	Bakersfield, Chula Vista, Fairfield, Fresno	http://www.allprobailbond.com/locations/california/bail-bonds-san-francisco/?utm_campaign=Yellow%2BPage%2BOnline%2B%7C%2BSan%2BFrancisco&utm_medium=listing&utm_source=yp.com&apbb_source=yp-online-san-francisco	
270	Bail Hotline Bail Bonds	Over 20 (see website)	http://mybailhotline.com/ca/office/san-francisco-bail-bonds/	
271	BailNow Bail Bonds		No website available available	
272	Gotham Bail Bonds	Over 20 (see website)	https://gothambailbonds.net/pages/locations	
273	Le Bail Bonds	Multiple (see website)	http://www.lebailbonds.com/index.php/contact-us/our-locations	
274	Liberty Bail Bonds		http://www.libertybailofcalifornia.com	
275	Luna Bail Bonds		http://sanfranciscobailbonds.com	
276	New Century Bail Bonds		http://www.bailbondsinsanfrancisco.com	
277	San Joaquin Aladin Bail Bonds	Over 20 locations (see website)	https://www.aladdinbailbonds.com/office-locations/stockton-bail-bonds/	
278	BAM Bail Bonds		http://www.bambailbonds.net	
279	Bill's Bail Bonds	No website available available		
280	Could not find a 10th on yelp or google maps			
281	Espinoza Bail Bonds	Over 20 locations (see website)	http://www.joscespinozabailbonds.com	
282	Leonard Padilla Bail Bonds	Over 20 locations (see website)	http://leonardpadillabailbonds.com	
283	Maggie Gutierrez Bail Bonds		No website available available	
284	Martinez Family Bail Bonds	Modesto, Merced, Sacramento, Marysville, Stockton, Fresno, Yuba City	http://www.mtzbail.com	
285	Nor Cal Bail Bonds	Over 20 locations (see website)	http://www.norcalbailbonds.com	RC5
286	Punjab Bail Bonds	Modesto, Merced, Sacramento, Marysville, Stockton, Fresno, Yuba City, Roseville	http://www.punjabbailbonds.com	

Table 2. Bail Bond Companies by County

County	Company Name	Other Locations	Website	Document Code	
287	San Luis Obispo	ABC Bail Bonds	http://www.bailbondsabc.com		
288		Aladdin Bail Bonds	Over 20 locations (see website)	https://www.aladdinbailbonds.com/office-locations/san-luis-obispo-bail-bonds/?utm_source=yelp&utm_medium=social&utm_content=contact%20us&utm_campaign=san%20luis%20obispo	
289		Bail Hotline Bail Bonds	Over 20 locations (see website)	http://mybailhotline.com/locations/	
290		Easy Out Bail Bonds	No website available available		
291		Erden Steve & Barbara Bail Bonds	No website available available		
292		Larry's Bail Bonds	http://www.bailbondssofso.com		
293		San Luis Bail Bonds	http://sanluisobispobailbonds.com		
294		Slo Bail Bonds	No website available available		
295		Tim Romero Bail Bonds	http://www.bailbondssofso.com/forms-and-links		
296		Wayne Vaughn Bail Bonds	No website available available		
297	San Mateo	Aladdin Bail Bonds	40 locations throughout CA	https://www.aladdinbailbonds.com	
298		All-Pro Bail Bonds	Redwood City, San Jose, Oakland	http://www.allprobailbond.com/	
299		Bail Hotline Bail Bonds	32 locations in 19 counties throughout CA	http://mybailhotline.com/	
300		Eduardo Guilarte Bail Bonds		http://eduardoguilarte.com/en/	
301		Esther Green Bail Bonds		http://esthergreenbailbonds.com/	
302		Golden State Bail Bonds	No website available available		
303		Kathy Erken Bail Bonds		http://www.kathyerkenbailbonds.info/	
304		Out Now Bail Bonds		http://outnowbail.com/	
305		Pacific Coast Bail Bonds	Salinas, Redwood City, Hollister, Oakland, Santa Cruz, Gilroy, SF	http://www.pacificcoastbailbond.com/	
306		ZZ Smok'n Bail Bonds	San Jose, San Mateo & Santa Clara	http://zsmoknbailbonds.com/	JC1
307	Santa Barbara	101 Bail Bonds	OC	http://www.101bailbonds.com/	
308		Absolutely Affordable Bail Bonds	Santa Barbara and Ventura	http://bailondemand.com/	JC2
309		Aimee's Bail Bonds	No website available available		
310		Chuck Bohl Bail Bonds	SLO, Ventura	http://chucksbailbonds.com/	
311		Famous Bail Bonds		http://www.famousbailbonds.com/	JC4
312		Goleta Fast Response Bail Bonds		http://bailbonds.byethost14.com/	JC3
313	Santa Clara	510 Bail Bonds		http://www.510bailbond.com/	
314		Aardwolf Bail Bonds	Santa Cruz, Monterey, Salinas,	http://www.aardwolfbailbonds.net/	JC7
315		Amigo Bail Bonds		http://www.amigobailbonds.co/	
316		Bodyguard Bail Bonds	Stockton	http://www.bodyguardbailbonds.net/	
317		Discreet Bail Bonds	Redwood City, Fairfield, Sacramento	http://discreetbailbonds.com/	
318		Good Guys Bail Bonds	Santa Cruz, Santa Rita, Sac	http://www.goodguysbailbonds.com/	
319		Tapout Bail Bonds		http://www.tapoutbailbonds.com/	JC5
320		Tedd Wallace Bail Bonds		http://www.teddwallacebailbonds.com/	
321		Veronica Melero		http://veronicamelero.com/	
322		Vu Bail Bonds	SF, Oakland, Sac, Garden Grove, Stockton	http://www.vubailbonds.com/	JC6
323	Santa Cruz	Diaz Bros Bail Bonds	Salinas	http://diazbrosbailbonds.com/	JC8
324		Reasonable Bail Bonds	San Jose	http://reasonablebailbonds.com/about/	
325		Santa Cruz Bail Bonds		http://www.santacruzailbonds.com/	
326	Shasta	Holly Bail Bonds		http://hollybailbonds.com/	
327	Sierra	Alder Creek Bail Bonds		http://www.aldercreekbailbonds.com/	
328		Frank Calabretta's Bail Bonds	Roseville, Nevada City	http://www.bailhouse.com/	
329	Solano	Act Fast Bail Bonds		http://actfastbailbondsfairfield.com/	
330		Bail Bonds Made Easy		http://bailbondsmadeeasy.com/	
331		Solano Bail Bonds	No website available available		

Table 2. Bail Bond Companies by County

County	Company Name	Other Locations	Website	Document Code
332	Sonoma	Bail Bond Express	http://bailbondexpressca.com/	JC10
333		Bailly Bail Bonds	http://baillybailbonds.com/	
334		Emergency Rescue Bail Bonds	http://www.emergencyrescuebailbonds.com/	
335		One hour bail bonds	http://onehourbailbond.com/	
336		Randall Parker Bail Bonds	http://randallparkerbailbonds.com/	
337		Rod Buntjer	http://roduntjerbailbonds.com/	JC11
338		Romelli Bail Bonds	http://www.romellibailbonds.com/	JC9
339	Stanislaus	A.J.'s Bail Bonds	No website available available	
340		All Good Bail Bonds	No website available available	
341		Bad Moon Bail Bonds	http://www.badmoonbail.com/	
342		Bail Bond Girl	http://www.bailbondgirl.com/	JC12
343		BAM Bail Bonds	http://www.bambailbonds.net/	
344		Joanna's & Ward Bail Bonds	No website available available	
345		Redemption Bail Bonds	No website available available	
346		Underdog Bail Bonds	No website available available	
347	Sutter	Aladdin Bail Bonds	All over California and several other states https://www.aladdinbailbonds.com/	None
348		Gotham Bail Bonds	All over California https://gothambailbonds.net/	AB1
349		Robert Hawkins Bail Bonds	Not sure No website available available	
350	Tehama	2BFREE Bail Bonds	All over California, but no specific addresses given http://www.2bfreebailbond.com/	
351		Express Bail Bonds	Not sure No website available available	
352		Holly Bail Bonds	Redding http://www.hollybailbonds.com/	
353		Preston's Bail Bonds	Willows - in Glenn County http://www.prestonsbailbonds.com/	AB3
354	Trinity	Godfather Bail Bonds	Redding No website available available	
355		Weaverville Bail Bonds	All over California http://www.norcalbailbonds.com/	AB4
356	Tulare	Absolute Bail Bonds	All over California http://www.absolutebailbonds.com/	
357		Adams Bail Bonds	Not sure No website available available	
358		Ajua Bail Bonds	Fresno, Selma, Atwater, Madera, Merced http://www.ajuabailbonds.com/	
359		All-Pro Bail Bonds	All over California http://www.allprobailbond.com/	
360		Andy Moreno Bail Bonds	Porterville, Long Beach http://andymorenobailbonds.com/	
361		Anytime Bail Bonds	Not sure No website available available	
362		Bail Hotline Bail Bonds	All over California http://mybailhotline.com/ca/office/visalia-bail-bonds/	
363		David Ortiz Bail Bonds	None listed on website http://davidortizbailbonds.com/	
364		Eddie Brieno Bail Bonds	Hanford, Corcoran, Porterville http://www.eddiebrienobailbonds.com/	
365		Family Bail Bonds	Fresno County, Kings County, Kern County; expanding statewide soon https://www.familybailbondsca.com/	
366		Graham Wilkie Bail Bonds	Not sure No website available available	
367		Great Dane Bail Bonds	Hanford; all California serviced http://www.greatdanebailbonds.com/	
368		Hometown Bail Bonds	Not sure No website available available	
369		Luna Bail Bonds	All over California http://lunabailbonds.com/	
370		Porterville Bail Bonds	None listed on website http://porterville-bailbonds.com/	
371		Speedy Bail Bonds	Not sure No website available available	
372		Victor Bianchi Bail Bonds	Not sure http://victorbianchibailbonds.com/	
373	Tuolumne	Always Forgiven Bail Bonds	Not sure No website available available	
374		Dennis Morgan Bail Bonds	Not sure No website available available	
375		Gangster Bail Bonds	Not sure No website available available	
376		Mark David Bail Bonds	Not sure No website available available	
377		O C Services & Bailbonds	Not sure No website available available	

Table 2. Bail Bond Companies by County

County	Company Name	Other Locations	Website	Document Code	
378	Ventura	101 Bail Bonds	Santa Barbara	http://www.101bailbonds.com/	
379		20 Something Bail Bonds	Orange County and Riverside County	http://www.20somethingbailbonds.com/Home.html	
380		877-NOJAILS Bail Bonds	Los Angeles County and Orange County	http://877nojailsbailbonds.com/	
381		ABBA Bail Bonds	All over California	http://www.abbabailbonds.com/	
382		Acme Bail Bonds	All over California	https://acmebail.com/	AB5
383		Affordable Ventura Bail Bonds	Oxnard, Thousand Oaks, Simi Valley	http://www.affordableventurabailbonds.com/	
384		Bail Resource Center	None listed on website	http://link2education.com/bail-school/	
385		Biker Bail Bonds	Santa Barbara and San Diego	http://www.bikerbailbonds.net/	
386		Capstone Bail Bonds	Not sure	No website available available	
387		Fineline Bail Bonds	Ventura and Santa Barbara Counties	http://finelinebailbonds.com/	
388		Gotta Go Bailbonds	All over California - main office is in Bakersfield	http://gottagobailbonds.com/	
389		Rodrigo Bail Bonds Service	Calabasas	http://www.fastbailbondsthousandoaks.com/	
390		S&H Bail Bonds	Service all over California - main office is in Van Nuys	http://www.shbailbonds.com/	
391		Simi Valley Bail Bonds	None listed on website	http://www.simivalley-bailbonds.com/	
392		Solution Bail Bonds	Simi Valley, Thousand Oaks, Calabasas	http://www.solutionbailbonds.com/	AB6
393		Superior Bail Bonds of Oxnard	Santa Barbara	http://805bail.com/	
394		The Bail Boy Bail Bonds	Several locations in Southern California	http://www.thebailboys.com/	
395	Yolo	Almighty Bail Bonds	None listed on website	http://www.almightybailbonds.com/	
396		California Bail Bonds	Fairfield	http://www.californiabailbonds.com/	AB8
397		Toler Bail Bonds	Fairfield, Napa, Martinez, Yuba County, and Sutter County	http://tolerbailbonds.com/	AB9
398		Valencia Bail Bonds	All over California and Tucson	http://valenciabailbonds.net/	AB10
399		Woodland Bail Bonds	None listed on website	http://woodlandbail.com/	AB7
400	Yuba	Abalone Bail Bonds	Not sure	No website available available	
401		Accountable Bail Bonds	Not sure	No website available available	
402		Bail Bond Shealy	No other addresses listed, but serves other county jails	http://www.bailbondshealy.com/	
403		Bail Bonds by Alex Padilla	Sacramento	http://alexpadillabailbonds.com/	
404		Greg Padilla Bail Bonds	Several other locations in California; Sacramento is the main office	http://gregpadillabailbonds.com/	AB2
405		Gunn Bail Bonds	Not sure	No website available available	
406		Sturgeon Susie Bail Bonds	Not sure	No website available available	

Endnotes

- ¹ PRETRIAL JUSTICE INSTITUTE, PRETRIAL JUSTICE: HOW MUCH DOES IT COST? 2 (2017).
- ² Natalie Ortiz, “County Jails at a Crossroads,” National Association of Counties, Fig. 3, July 8, 2015, PRETRIAL JUSTICE INSTITUTE, PRETRIAL JUSTICE: HOW MUCH DOES IT COST? 2 (2017).
- ³ Sonya Tafoya, Pub. Policy Inst. of California, *Pretrial Detention and Jail Capacity in California* (July 2015), http://www.ppic.org/content/pubs/report/R_715STR.pdf.
- ⁴ County of Santa Clara Bail and Release Work Group, Final Consensus Report on Optimal Pretrial Justice 34-35 (August, 2016).
- ⁵ HUMAN RIGHTS WATCH, “NOT IN IT FOR JUSTICE”: HOW CALIFORNIA’S PRETRIAL DETENTION AND BAIL SYSTEM UNFAIRLY PUNISHES POOR PEOPLE. (2017), <https://www.hrw.org/report/2017/04/11/not-it-justice/how-californias-pretrial-detention-and-bail-system-unfairly>
- ⁶ JUSTICE POL’Y INST., SYSTEM OVERLOAD: THE COSTS OF UNDER-RESOURCING PUBLIC DEFENSE 19 (2011).
- ⁷ JUSTICE POL’Y INST., SYSTEM OVERLOAD: THE COSTS OF UNDER-RESOURCING PUBLIC DEFENSE 19 (2011).
- ⁸ AM. BAR ASS’N, CRIM. JUSTICE SECTION, STATE POLICY IMPLEMENTATION PROJECT, PRETRIAL RELEASE REFORM 2 (2011).
- ⁹ Santa Clara County Human Relations Commission, Justice Review Committee, Report on the Public Forum for Family and Friends of Inmates, p. 38
- ¹⁰ LAURA MARUSCHAK AND MARCUS BERZOFKY, BUREAU OF JUSTICE STATISTICS, U.S. DEP’T OF JUSTICE MEDICAL PROBLEMS OF PRISONERS (Apr., 2008), <http://www.bjs.gov/content/pub/pdf/mpp.pdf>.
- ¹¹ Joseph A. Bick, *Infection Control in Jails and Prisons*, 45(8) CLINICAL INFECTIOUS DISEASES 1047 (2007).
- ¹² NAT’L INST. OF CORR., U.S. DEP’T OF JUSTICE, NATIONAL STUDY OF JAIL SUICIDE: 20 YEARS LATER NIC 024308 (Apr. 2010), <http://static.nicic.gov/Library/024308.pdf>.
- ¹³ Empirical studies in Pennsylvania estimated that defendants held pretrial are 12 to 13 percent more likely to be convicted than defendants released pretrial. The study conducted by Gupta, Hansman, and Frenchman studied 260,333 criminal cases in Philadelphia and Pittsburgh between 2010 and 2015. Arpit Gupta et al., *The Heavy Costs of High Bail: Evidence from Judge Randomization* 22 (Columbia Law, Econ. Research Paper Series, Paper No. 531, 2016), https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2774453. The study by Stevenson utilized 331,615 criminal cases in Philadelphia between September 2006 and February 2013. Megan Stevenson, *Distortion of Justice: How the Inability to Pay Bail Affects Case Outcomes* 1 (2016), https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2777615. A similar study conducted on misdemeanor cases in Harris County, Texas, found that detained defendants were 25 percent more likely to be convicted. A similar study conducted on misdemeanor cases in Harris County, Texas, found that detained defendants were 25 percent more likely to be convicted. The paper completed by Heaton, Mayson, and Stevenson studied 380,689 misdemeanor cases in Harris County, Texas between 2008 and 2013. Paul S. Heaton et al., *The Downstream Consequences of Misdemeanor Pretrial Detention* 4 (Univ. of Pa. Inst. for Law, Econ., Paper No. 16–18, 2016), https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2809840##. Studies of criminal cases in New York City likewise found a 16.2 percentage point increase in the likelihood of being convicted. Phillips studied 1,999 non-felony and felony cases between September 2002 and March 2003. MARY T. PHILLIPS, A DECADE OF BAIL RESEARCH IN NEW YORK City 56, 116 (2012), <https://nyulawcommentator.files.wordpress.com/2016/03/00c6b-cja-decadebailresearch12.pdf>. The study by Leslie and Pope analyzes 973,815 misdemeanor and felony cases from New York City between 2009 and 2013. Emily Leslie, Nolan G. Pope, *The Unintended Impact of Pretrial Detention on Case Outcomes: Evidence from NYC Arraignments* 13 (Univ. of Chi. Working Paper, 2016), http://home.uchicago.edu/~npope/pretrial_paper.pdf.
- ¹⁴ Studies in New York City and Leon County, Florida found that “pretrial detention significantly increased the likelihood of jail and prison sentences.” This study by Williams examined 412 cases from Leon County, Florida between January 1, 1994 and December 31, 1996. Marian R. Williams, *The Effect of Pretrial Detention on Imprisonment Decisions*, 28 Crim. Just. Rev. 299, 313 (2003); Phillips, *supra* note 7, at 118. A study in Harris County, Texas found that defendants detained pretrial were 43 percent more likely to be sentenced to incarceration instead of probation. Heaton et al., *supra* note 7, at 21.
- ¹⁵ A study conducted in 2016 of defendants charged with misdemeanors in Harris County, Texas found that jail sentences received by detained defendants were over two times longer than the sentences received by released defendants. Heaton et al., *supra* note 7. Another study published in 2016 compared the maximum sentence lengths between detained and released pretrial defendants, and found that the maximum sentence for detained defendants was approximately 4.5 years longer than the maximum sentence for released defendants. Leslie & Pope, *supra* note 7. Lastly, a study of criminal cases in Philadelphia found that the sentences were roughly five months longer for detained defendants pretrial. Stevenson, *supra* note 7.
- ¹⁶ One study found that detained defendants were ordered to pay approximately \$128 more in court fees than released defendants. Stevenson, *supra* note 7.
- ¹⁷ The increased likelihood of plea deals is influenced by the social and economic costs of pretrial incarceration, including negative impacts on employment, housing, and child custody, among others. Gupta et al., *supra* note 7, at 19, 22. A study from 2016 in Harris County, Texas found that of defendants with similar characteristics who differ only in their pretrial custody status, detained defendants were 25 percent more likely to plead guilty. Heaton et al., *supra* note 7. Brooklyn Defender Services estimated that in 2013, detained defendants were more than nine times as “likely to plead guilty to a misdemeanor” than released defendants. Matt Sledge, *Community Bail Fund for Poor Defendants to Launch in Brooklyn*, Huffington Post (Mar. 17, 2015, 4:26 PM), http://www.huffingtonpost.com/2015/03/17/brooklyn-community-bail-fund_n_6886836.html. Pretrial detention negatively impacts defendants’ ability to negotiate plea bargains. Because incarcerated defendants need to be released as soon as possible, these defendants are more likely to accept an unfavorable plea bargain. Will Dobbie et al., *The Effect of Pre-Trial Detention on Conviction, Future Crime, and Employment: Evidence from Randomly Assigned Judges* 25 (Nat’l Bureau of Econ. Research, Working Paper No. w22511, 2016), https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2823319.

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- ¹⁸ Traci Schlesinger, *Racial and Ethnic Disparity in Pretrial Criminal Processing*, 11 (2005).
- ¹⁹ Shawn D. Bushway and Jonah B. Gelbach, “Testing for Racial Discrimination in Bail Setting Using Nonparametric Estimation of a Parametric Model” (2011)
- ²⁰ Johnny Obsorn, An Analysis of the Bail-Reform Constitutional Amendment, NMPolitics.net (October 29, 2016) (<http://nmpolitics.net/index/2016/10/an-analysis-of-the-bail-reform-constitutional-amendment/>)
- ²¹ Justice Policy Institute, For Better or for Profit: How the Bail Bonding Industry Stands in the Way of Fair and Effective Pretrial Justice 26 (2012), http://www.justicepolicy.org/uploads/justicepolicy/documents/_for_better_or_for_profit.pdf.
- ²² Brian A. Reaves, U.S. Dep’t. of Justice, Bureau of Justice Statistics, Felony Defendants in Large Urban Counties, 2009 – Statistical Tables 1, 15 (2013).
- ²³ Nat’l Inst. Money State Politics, Follow the Money, Query showing contributions from bail bond services to candidates and committees in elections in California 2010-2017, [https://followthemoney.org/show-me?y=2017,2016,2015,2014,2013,2012,2011,2010,f-fc=1,2,d-ccb=451,s=CA#\[{1|gro=c-t-id,d-cid](https://followthemoney.org/show-me?y=2017,2016,2015,2014,2013,2012,2011,2010,f-fc=1,2,d-ccb=451,s=CA#[{1|gro=c-t-id,d-cid).
- ²⁴ Amanda Guillings Ctr. on Juvenile and Criminal Justice, The Commercial Bail Indus.: Profit or Public Safety? 6 (2012), http://www.cjci.org/uploads/cjci/documents/Profit_or_Public_Safety.pdf.
- ²⁵ Email correspondence between Shelby King, UCLA law student, and Kendra Zoller, Deputy Legislative Director of the California Department of Insurance, dated February 17, 2017.
- ²⁶ Id.
- ²⁷ Id.
- ²⁸ For Better or For Profit, *supra* note 8, at 42.
- ²⁹ Email correspondence between Shelby King, UCLA law student, and Kendra Zoller, Deputy Legislative Director of the California Department of Insurance, dated February 17, 2017.
- ³⁰ *South Bay Bail Agents Targeted in Law Enforcement*, Cal. Dep’t of Insurance, Sep. 9, 2015 <http://www.insurance.ca.gov/0400-news/0100-press-releases/2015/release083-15.cfm>
- ³¹ San Jose Mercury News, San Jose Bail Agent Arrested on Suspicion of Extortion (Dec. 19, 2015), http://www.mercurynews.com/crime-courts/ci_29280847/san-jose-bail-agent-arrested-suspicion-extortion.
- ³² Email correspondence between Shelby King, UCLA law student, and Kendra Zoller, Deputy Legislative Director of the California Department of Insurance, dated February 17, 2017.
- ³³ Email correspondence between Shelby King, UCLA law student, and Kendra Zoller, Deputy Legislative Director of the California Department of Insurance, dated February 17, 2017.
- ³⁴ Mel Gonzales, *Regulating Commercial Bail in California Through Consumer Protection Law* (March 3, 2017). Available at SSRN: <https://ssrn.com/abstract=2927128> or <http://dx.doi.org/10.2139/ssrn.2927128>
- ³⁵ Photo credit: <https://www.jailadvertisingnetwork.com/about-us>
- ³⁶ Photo Credit: <http://www.cjci.org/news/10643>
- ³⁷ As of April 2017, we could not identify any cases in California courts challenging the legality of bail bond contracts on the basis of unconscionability.
- ³⁸ *Perdue v. Crocker Nat’l Bank*, 38 Cal.3d 913 (1985) (holding that a bank’s check processing agreement was unconscionable).
- ³⁹ *See Lona v. Citibank N.A.*, 202 Cal. App. 4th 89, 109 (2011) (holding evidence that one party has overwhelming bargaining power, drafts the contract, and presents it on a take-it-or-leave-it basis is sufficient to demonstrate procedural unconscionability and require the court to reach the question of substantive unconscionability, even if the other party has market alternatives).
- ⁴⁰ The prevailing view is that procedural and substantive unconscionability do not need to be present in the same degree. *See id.* at 108 (noting the more substantively oppressive the contract term, the less evidence of procedural unconscionability is required to come to the conclusion that the term is unenforceable, and vice versa).
- ⁴¹ Abdulai Bai, Big Insurance behind bail bonds (May 23, 2014), <http://america.aljazeera.com/watch/shows/fault-lines/FaultLinesBlog/2014/5/23/the-big-insurancebehindbailbonds.html>
- ⁴² Id.
- ⁴³ *See* California Bail Bonds (AB8), King Stahlman Bail Bonds (RC7), Minuteman Bail Bonds (SK2) Bail Bond Agreement; Gold Country Bail Bonds (BHS6), South Shore Bail Bonds (BHS7), Goleta Fast Response Bail Bonds (JC3), Vu Bail Bonds (JC6), 5 Star Bail Bonds (SK1) Bail Bond Agreement.
- ⁴⁴ *See* California Bail Bonds (AB8), King Stahlman Bail Bonds (RC7), Minuteman Bail Bonds (SK2) Bail Bond Agreement.
- ⁴⁵ *See* Gold Country Bail Bonds (BHS6), South Shore Bail Bonds (BHS7), Minuteman Bail Bonds (BHS2), Goleta Fast Response Bail Bonds (JC3), Vu Bail Bonds (JC6), 5 Star Bail Bonds (SK1) Bail Bond Agreement.
- ⁴⁶ *See* Tapout Bail Bonds (JC5) Bail Bond Agreement (page 2), Gotham Bail Bonds (AB1) Bail Bond Agreement, ZZ Smok’n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), Weaverville Bail Bonds (AB4) Bail Bond Agreement (clause 3), Fausto’s Bail Bonds (RC2), 5 Star Bail Bonds (SK1) Bail Bond Agreement, Acme Bail Bonds (SK4) Bail Bond Agreement/Indemnitor Checklist.
- ⁴⁷ *See* Tapout Bail Bonds (JC5) Bail Bond Agreement (page 2).
- ⁴⁸ *See* Minuteman Bail Bonds (SK2, BHS2) Conditions of Continued Bail.
- ⁴⁹ *See* Id.
- ⁵⁰ *See* 5 Star Bail Bonds (SK1) Conditions of Release v2.
- ⁵¹ *See* Id.
- ⁵² *See* Gold Country Bail Bonds (BHS6), South Shore Bail Bonds (BHS7) Bail Bond Agreement, ZZ Smok’n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), Weaverville Bail Bonds (AB4) Bail Bond Agreement (clause 6), Fausto’s Bail Bonds (RC2), 5 Star Bail Bonds (SK1) 1 Indemnitor/Co-signor Application.
- ⁵³ *See* Gold Country Bail Bonds (BHS6), South Shore Bail Bonds (BHS7) Bail Bond Agreement, ZZ Smok’n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), Weaverville Bail Bonds (AB4) Bail Bond Agreement (clause 6).

⁵⁴ See ZZ Smok'n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), Weaverville Bail Bonds (AB4), Golden Boy Bail Bonds (RC1) Indemnitor Application (clause 12), Gold Country Bail Bonds (BHS6) , South Shore Bail Bonds (BHS) Bail Bond Agreement, 5 Star Bail Bonds (SK1) Indemnitor App (clause 13), Patriot Bail Bonds (CB1) privacy agreement (para 4), Tapout Bail Bonds (JC5) Bail Bond Agreement (page 2), Gotham Bail Bonds (AB1) Bail Bond Agreement, Famous Bail Bonds (JC4), (Romelli Bail Bonds (JC9), Eight Ball Bail Bonds (RC6), 5 Star Bail Bonds (SK1) Indemnity Agreement, Toler Bail Bonds (AB9), Diaz Bros Bail Bonds (JC8).

⁵⁵ See Id.

⁵⁶ See ZZ Smok'n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), Weaverville Bail Bonds (AB4) Bail Bond Agreement (clause 5), Gold Country Bail Bonds (BHS6), South Shore Bail Bonds (BHS7) Bail Bond Agreement, Gotham Bail Bonds (AB1) Bail Bond Agreement, Fausto's Bail Bonds (RC2), 5 Star Bail Bonds (SK1) 1 Bail Bond Agreement, Toler Bail Bonds (AB9), Diaz Bros Bail Bonds (JC8).

⁵⁷ See Id.

⁵⁸ See Gold Country Bail Bonds (BHS6), South Shore Bail Bonds (BHS7) Bail Bond Agreement, Fausto's Bail Bonds (RC2), 5 Star Bail Bonds (5 Star Bail Bonds (SK1) 1 Bail Bond Agreement, Toler Bail Bonds (AB9), Diaz Bros Bail Bonds (JC8) Bail Bond Application.

⁵⁹ See Id.

⁶⁰ See ZZ Smokin' Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), AB4 Bail Bond Agreement (clause 7), JC 5 Bail Bond Agreement (page 2), Gotham Bail Bonds (AB1) Bail Bond Agreement.

⁶¹ See Id.

⁶² See Gotham Bail Bonds (AB1) or Greg Padilla Bail Bonds (AB2) Defendant Application; Preston's Bail Bonds (BHS5) or Tapout Bail Bonds (JC5) Bail/Bond Agreement.

⁶³ See Id.

⁶⁴ Patriot Bail Bonds (CB1) Misc. References.

⁶⁵ See Acme Bail Bonds (SK4) Indemnitor Checklist, Clause 14 ("I declare that all statements made on the application and financial statement are true I agree to notify the bail agency, within 48 hours of any changes, including but not limited to any change of address or employment of either myself or the criminal defendant.").

⁶⁶ See Gotham Bail Bonds (AB1) California Addendum to Indemnity Agreement, Clause 7 (amending Gotham Bail Bonds (AB1) Indemnity Agreement, Clause 12). For similar provisions in other contracts, see Valencia Bail Bonds (BHS4), Preston's Bail Bonds (BHS5), Tapout Bail Bonds (JC5) Indemnitor/Co-signor Application.

⁶⁷ See Minuteman Bail Bonds (SK2) Indemnity Agreement.

⁶⁸ See Minuteman Bail Bonds (SK2) Bail Agreement(2), Clause 8.

⁶⁹ See Gotham Bail Bonds (AB1) Indemnity Agreement, Clause 12. However, the California Addendum to this contract does not require waiving the causes of action mentioned here. For an equivalent provision that does require indemnitors to waive these causes of action, see Acme Bail Bonds (CB4) Bail/Bond Agreement, Clause 7.

⁷⁰ See Gotham Bail Bonds (AB1) Indemnity Agreement, Clause 13. ZZ Smok'n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), AB4, Golden Boy Bail Bonds (RC1) Indemnitor App, Clause 13. 5 Star Bail Bonds (SK1) Indemnitor Checklist, Clause 13.

⁷¹ See King Stahlman Bail Bonds (RC7), California Bail Bonds (AB8), 5 Star Bail Bonds (SK1)3, Bail Bond Woman (RC3), Solution Bail Bonds (AB6), ZZ Smok'n Bail Bonds (JC1)1, AB5, Acme Bail Bonds (SK9), Gold Country Bail Bonds (BHS6), South Shore Bail Bonds (BHS7) – Bail Agreement

⁷² See BHS2, Goleta Fast Response Bail Bonds (JC3), Vu Bail Bonds (JC6), Minuteman Bail Bonds (SK2), 5 Star Bail Bonds (SK1)–Bail Agreement

⁷³ See King Stahlman Bail Bonds (RC7), California Bail Bonds (AB8), 5 Star Bail Bonds (SK1)3, Bail Bond Woman (RC3), Solution Bail Bonds (AB6), ZZ Smok'n Bail Bonds (JC1)1, AB5, Acme Bail Bonds (SK9), Gold Country Bail Bonds (BHS6), South Shore Bail Bonds (BHS7) – Bail Agreement

⁷⁴ See BHS2, Minuteman Bail Bonds (SK2), ZZ Smok'n Bail Bonds (JC1), Patriot Bail Bonds (CB1), AB4, Access Bail Bonds (RC4), Nor Cal Bail Bonds (RC5), Bad Boys Application for Premium Rate

⁷⁵ See Id.

⁷⁶ See Id.

⁷⁷ According to Kendra Zoller, Deputy Legislative Director of the California Department of Insurance:

There is no California statute that requires the bail bond rate to be 10%. The reason for a 10% rate, according to the Bail industry, is that it was established in 1953 due to a court case (Groves vs City of Los Angeles). At the time, insurers charged 2% of the bond amount as premium and bail agents charged 8% as a service charge. The court decided that the total premium and service charge be considered premium, hence the 10% rate.

The Department has no maximum permitted rate. Rather, a surety is subject to prior approval under Proposition 103. If under the prior approval process, an increase is supported, that would be allowed. This is unlikely to happen as insurers have very few paid losses on bail bonds. The reason why companies don't charge more is debatable but it's primarily due to competition. Over time, companies have introduced discounts to the 10% rate which drops the rate down to around 8% for individuals that meet certain criteria. It's our understanding that bail agents also rebate part of their commission when writing a bail bond. The agent is allowed to do this under prop 103. With "commission" paid to the agent around 90%, the rebate can be pretty sizeable.

Email correspondence between Kellen Russoniello, ACLU of San Diego and Imperial Counties, and Kendra Zoller, dated February 13, 2017.

⁷⁸ See BHS2, Goleta Fast Response Bail Bonds (JC3), Vu Bail Bonds (JC6), Minuteman Bail Bonds (SK2), 5 Star Bail Bonds (SK1), Greg Padilla Bail Bonds (AB2), Valencia Bail Bonds (BHS4) - Bail Agreement.

⁷⁹ See Id.

⁸⁰ CCR 2083: Written Statements.

⁸¹ Novelli Bail Bonds (SK7) Bail Agreement

⁸² King Stahlman Bail Bonds (RC7), California Bail Bonds (AB8) - Bail Agreement.

⁸³ Id.

⁸⁴ See Toler Bail Bonds (AB9) (Bail Bond Agreement), Diaz Bros Bail Bonds (JC8) (Bail Bond Agreement), 5 Star Bail Bonds (SK1)2 (Bail Bond Agreement); King Stahlman Bail Bonds (RC7) (Bail Bond Agreement); California Bail Bonds (AB8) (Bail Bond Agreement).

⁸⁵ Bankers Insurance Group Bail Bond Agreement (clause 3); For another example of conditions leading to breach, See Fausto's Bail Bonds (RC2), 5 Star Bail Bonds (SK1)1 Bail/Bond Agreement: *Unless otherwise provided by applicable law (if any) as stated in an attached addendum, the following events shall constitute a breach of your obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender you, and you shall have no right to any refund of premium whatsoever: (a) you depart the jurisdiction of the court without the prior written consent of the court and the Surety; (b) you move from your current address without prior written consent of the Surety or you fail to notify Surety of any material information; (c) you commit any act that constitutes reasonable evidence of your intention to cause a forfeiture of the Bond; (d) you are arrested and incarcerated for any other offense (other than a minor traffic violation); (e) you make any materially false statement in this application; (f) any indemnitor for you makes any materially false statement in the Indemnitor Application and Agreement; (g) your bail is increased; (h) any indemnitor requests that you be surrendered; (i) there is a material increase in the risk assumed by the Surety (as determined by the Surety in its sole and absolute discretion) including, by way of example but not limitation, any collateral or security given for the Bond depreciates in value or becomes impaired, or (j) Other Conditions . . .*

⁸⁶ 5 Star Bail Bonds (SK1) – Indemnitor Checklist; See also BHS2, Goleta Fast Response Bail Bonds (JC3), Vu Bail Bonds (JC6), Minuteman Bail Bonds (SK2), 5 Star Bail Bonds (SK1)– Bail Agreement; Fausto's Bail Bonds (RC2), 5 Star Bail Bonds (SK1)1 Indemnitor/Co-signor Application

⁸⁷ 10 CCR § 2083(f)

⁸⁸ See Toler Bail Bonds (AB9) (Bail Bond Agreement), Diaz Bros Bail Bonds (JC8) (Bail Bond Agreement), 5 Star Bail Bonds (SK1)2 (Bail Bond Agreement)

⁸⁹ See California Bail Bonds (AB8), King Stahlman Bail Bonds (RC7) - Bail Agreement.

⁹⁰ Novelli Bail Bonds (SK7) - Bail Agreement

⁹¹ See Acme Bail Bonds (SK4) - Bail Agreement; See also Valencia Bail Bonds (BHS4) - Indemnitor Checklist, 5 Star Bail Bonds (SK1)3, Bail Bond Woman (RC3), Solution Bail Bonds (AB6), ZZ Smok'n Bail Bonds (JC1)1, AB5, Acme Bail Bonds (SK9) Bail Bond Agreement; AB5, Acme Bail Bonds (SK9) Indemnitor Checklist.

⁹² Acme Bail Bonds (SK4) – Bail Agreement

⁹³ See 5 Star Bail Bonds (SK1)3, Bail Bond Woman (RC3), Solution Bail Bonds (AB6), ZZ Smok'n Bail Bonds (JC1)1, AB5, Acme Bail Bonds (SK9) Bail Agreement; Acme Bail Bonds Indemnitor/Guarantor Checklist

⁹⁴ See 5 Star Bail Bonds (SK1) - Indemnitor Checklist, ZZ Smok'n Bail Bonds (JC1) Nor Cal Bail Bonds (RC5), AB4, Patriot Bail Bonds (Patriot Bail Bonds (CB1)), Golden Boy Bail Bonds (RC1) - Bail Agreement

⁹⁵ Acme Bail Bonds Indemnitor/Guarantor Checklist

⁹⁶ See Fausto's Bail Bonds (RC2), 5 Star Bail Bonds (SK1) Indemnitor/Co-signor Application

⁹⁷ CCR 2082: Prohibited Service Charges

⁹⁸ These fees are usually 10% of the scheduled payment amount. See Absolutely Affordable Bail Bonds (JC2) - Unpaid Premium Agreement, Bad Boys Unpaid Premium Agreement; BHS2, Vu Bail Bonds (JC6), Minuteman Bail Bonds (SK2), Acme Bail Bonds (SK4) – Indemnitor checklist; Goleta Fast Response Bail Bonds (JC3) - Unpaid Premium Agreement; 5 Star Bail Bonds (SK1)3, Bail Bond Woman (RC3), Solution Bail Bonds (AB6), ZZ Smok'n Bail Bonds (JC1)1, AB5, Acme Bail Bonds (SK9) - Bail Agreement;

⁹⁹ See Absolutely Affordable Bail Bonds (JC2), ZZ Smok'n Bail Bonds (JC1)2, King Stahlman Bail Bonds (RC7), California Bail Bonds (AB8) Bail Agreement; Access Bail Bonds (RC4) Unpaid Premium Agreement

¹⁰⁰ See 5 Star Bail Bonds (SK1)3, Bail Bond Woman (RC3), Solution Bail Bonds (AB6), ZZ Smok'n Bail Bonds (JC1)1, AB5, Acme Bail Bonds (SK9) - Indemnitor Checklist

¹⁰¹ See Id.

¹⁰² See Tapout Bail Bonds (JC5) (Bail Agreement), Gotham Bail Bonds (AB1) (Bail Agreement); Patriot Bail Bonds (CB1) (Bail Agreement); 5 Star Bail Bonds (SK1) (Bail Agreement); ZZ Smok'n Bail Bonds (JC1) (Bail Agreement); Nor Cal Bail Bonds (RC5) (Bail Agreement), AB4 (Bail Agreement)

¹⁰³ California Penal Code § 1276.5

¹⁰⁴ See Fausto's Bail Bonds (RC2) (Bail Bond Agreement); Tapout Bail Bonds (JC5) (Bail Bond Agreement); Gotham Bail Bonds (AB1) (Indemnitor Checklist)

¹⁰⁵ Fishman, Eric and James, Robert. *Drafting a Better Severability Clause*.

<https://www.pillsburylaw.com/images/content/4/4/v2/4483/Article20131001DraftingaBetterSeverabilityClause.pdf>

¹⁰⁶ The doctrine of *contra proferentum* (translated “against the offeror”) dictates ambiguities be resolved against the drafter of a contract of adhesion (a contract that one side drafts and one side signs without negotiating). The doctrine is a prominent feature in insurance law, and insurance companies do not typically contract around it, but instead try to argue an exception to the rule applies if the issue arises. See <https://www.law360.com/articles/819173/contra-proferentem-doesn-t-always-mean-against-the-insurer>.

¹⁰⁷ See Fausto's Bail Bonds (RC2) (Bail Bond Agreement); Tapout Bail Bonds (JC5) (Bail Bond Agreement); Gotham Bail Bonds (AB1) (Indemnitor Checklist)

¹⁰⁸ See Bail Boys Indemnity Agreement (clause 7); Minuteman Bail Bonds (SK2) Bail Agreement(2) (clause 8); Aardwolf Bail Bonds (JC7), ZZ Smok'n Bail Bonds (JC1)0, Access Bail Bonds (RC4), 5 Star Bail Bonds (SK1) Indemnitor/Co-signor Application (clause 7); AB4, Patriot Bail Bonds (CB1), Nor Cal Bail Bonds (RC5) Plain Talk Contract; Toler Bail Bonds (AB9), Diaz Bros Bail Bonds (JC8), 5 Star Bail Bonds (5 Star Bail Bonds (SK1) 2 Bail/Bond Agreement

¹⁰⁹ Minuteman Bail Bonds (SK2) Bail Agreement(2) (clause 8)

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- ¹¹⁰ See Bail Boys Indemnitor Checklist (clause 6); AB4, Patriot Bail Bonds (CB1), Nor Cal Bail Bonds (RC5) Plain Talk Contract; Famous Bail Bonds (JC4), Fausto's Bail Bonds (RC2), Eight Ball Bail Bonds (RC6), 5 Star Bail Bonds (SK1)0, 5 Star Bail Bonds (SK1)1 Indemnity Agreement; Toler Bail Bonds (AB9), Diaz Bros Bail Bonds (JC8), Diaz Brothers Bail Bonds (SK5) Indemnitor Checklist; Toler Bail Bonds (AB9) Plain Talk Contract
- ¹¹¹ See Toler Bail Bonds (AB9), Diaz Brothers Bail Bonds (SK5) Indemnitor Checklist; see also Fausto's Bail Bonds (RC2), 5 Star Bail Bonds (SK1)1 Indemnitor Checklist
- ¹¹² See AB4, Patriot Bail Bonds (CB1), Nor Cal Bail Bonds (RC5) Plain Talk Contract; Famous Bail Bonds (JC4), Fausto's Bail Bonds (RC2), Eight Ball Bail Bonds (RC6), 5 Star Bail Bonds (SK1)0, 5 Star Bail Bonds (SK1)1 Indemnity Agreement
- ¹¹³ Toler Bail Bonds (AB9) Plain Talk Contract
- ¹¹⁴ See Famous Bail Bonds (JC4), Romelli Bail Bonds (JC9), Eight Ball Bail Bonds (RC6), 5 Star Bail Bonds (SK1)0 Indemnity Agreement; 5 Star Bail Bonds (SK1)3, Bail Bond Woman (RC3), Solution Bail Bonds (AB6), ZZ Smok'n Bail Bonds (JC1)1, AB5, Acme Bail Bonds (SK9) Bail Bond Agreement/Indemnity
- ¹¹⁵ Bankers Insurance Group Bail Bond Agreement (clause 3); For another example of conditions leading to breach, See Fausto's Bail Bonds (RC2), 5 Star Bail Bonds (SK1)1 Bail/Bond Agreement: *Unless otherwise provided by applicable law (if any) as stated in an attached addendum, the following events shall constitute a breach of your obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender you, and you shall have no right to any refund of premium whatsoever: (a) you depart the jurisdiction of the court without the prior written consent of the court and the Surety; (b) you move from your current address without prior written consent of the Surety or you fail to notify Surety of any material information; (c) you commit any act that constitutes reasonable evidence of your intention to cause a forfeiture of the Bond; (d) you are arrested and incarcerated for any other offense (other than a minor traffic violation); (e) you make any materially false statement in this application; (f) any indemnitor for you makes any materially false statement in the Indemnitor Application and Agreement; (g) your bail is increased; (h) any indemnitor requests that you be surrendered; (i) there is a material increase in the risk assumed by the Surety (as determined by the Surety in its sole and absolute discretion) including, by way of example but not limitation, any collateral or security given for the Bond depreciates in value or becomes impaired, or (j) Other Conditions . . .*
- ¹¹⁶ See 5 Star Bail Bonds (SK1)3, Bail Bond Woman (RC3), Solution Bail Bonds (AB6), ZZ Smok'n Bail Bonds (JC1)1, AB5, Acme Bail Bonds (SK9) Bail Bond Agreement/Indemnity/Indemnitor Checklist; ZZ Smok'n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), AB4, Golden Boy Bail Bonds (RC1), Patriot Bail Bonds (CB1) Indemnitor Application (clause 6); Greg Padilla Bail Bonds (AB2), Valencia Bail Bonds (BHS4) Indemnity Agreement (clause 10); Bail Bond Indemnity Agreement
- ¹¹⁷ See 5 Star Bail Bonds (SK1)3, Bail Bond Woman (RC3), Solution Bail Bonds (AB6), ZZ Smok'n Bail Bonds (JC1)1, AB5, Acme Bail Bonds (SK9) Bail Bond Agreement/Indemnity/Indemnitor Checklist
- ¹¹⁸ Gotham Bail Bonds (AB1) Indemnity Agreement
- ¹¹⁹ Id.
- ¹²⁰ See 5 Star Bail Bonds (SK1), Bail Bond Woman (RC3), Solution Bail Bonds (AB6), ZZ Smok'n Bail Bonds (JC1)1, AB5, Acme Bail Bonds (SK9) Bail Bond Agreement/Indemnity.
- ¹²¹ See Id.
- ¹²² Bad Boys Indemnity Agreement (clause 5)
- ¹²³ ZZ Smok'n Bail Bonds (JC1) Deed of Trust (part B, 10(H))
- ¹²⁴ Id.
- ¹²⁵ Minuteman Bail Bonds (SK2) Deed of Trust; Part B Clause 4; See also Bad Boys Bail Bonds Indemnity Agreement.
- ¹²⁶ See Minuteman Bail Bonds (BHS2) Deed of Trust: Part B Clause 4.
- ¹²⁷ See Minuteman Bail Bonds (SK2) – Deed of Trust, Clause 6; See Also AB5, Acme Bail Bonds (Acme Bail Bonds (SK9)).
- ¹²⁸ See Minuteman Bail Bonds (BHS2) Deed of Trust: Part B Clause 4.
- ¹²⁹ See ZZ Smok'n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), Weaverville Bail Bonds (AB4), Golden Boy Bail Bonds (RC1), Patriot Bail Bonds (CB1) Indemnitor App Clause 7; See also Toler Bail Bonds (AB9), Diaz Bros Bail Bonds (JC8), 5 Star Bail Bonds (SK1)2 Bail/Bond Agreement; Minuteman Bail Bonds (SK2) – Bail Agreement (2); Acme Bail Bonds (SK4) Indemnitor Checklist, Clause 9.
- ¹³⁰ See ZZ Smok'n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), Weaverville Bail Bonds (AB4), Golden Boy Bail Bonds (RC1), Patriot Bail Bonds (CB1) Indemnitor App Clause 7.
- ¹³¹ See ZZ Smok'n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), AB4, Golden Boy Bail Bonds (RC1), Patriot Bail Bonds (CB1) Indemnitor App Clause 7.
- ¹³² See ZZ Smok'n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), AB4, Golden Boy Bail Bonds (RC1), Patriot Bail Bonds (CB1) Indemnitor App Clause 7.
- ¹³³ ZZ Smok'n Bail Bonds (JC1) Deed of Trust Part B(10)(E).
- ¹³⁴ Id.
- ¹³⁵ See Greg Padilla Bail Bonds (AB2), Valencia Bail Bonds (BHS4) Indemnity Agreement (clause 8); Bad Boys Indemnity Agreement (clause 8); Preston's Bail Bonds (BHS5) Deed of Trust (clause 6); ZZ Smok'n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), AB4, Golden Boy Bail Bonds (RC1), Patriot Bail Bonds (CB1) Indemnitor Application (clause 6)
- ¹³⁶ Fillable forms AB5, Acme Bail Bonds (SK9).
- ¹³⁷ See Acme Bail Bonds (AB5, SK9).
- ¹³⁸ See Valencia Bail Bonds (BHS4) Indemnitor Checklist, Clause 11; AB5, SK 9 Indemnitor Checklist, Clause 11.
- ¹³⁹ See Fausto's Bail Bonds (RC2), 5 Star Bail Bonds (SK1)1 Indemnitor Checklist.
- ¹⁴⁰ See Fausto's Bail Bonds (RC2), 5 Star Bail Bonds (SK1)1 Indemnitor Checklist.
- ¹⁴¹ See 5 Star Bail Bonds (SK1): Indemnitor Checklist.
- ¹⁴² See 5 Star Bail Bonds (SK1): Indemnitor Checklist; See Also Gotham Bail Bonds (AB1) Indemnity Agreement, Clause 7.
- ¹⁴³ See 5 Star Bail Bonds (SK1): Indemnitor Checklist.

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- ¹⁴⁴ See Acme Bail Bonds (SK4), Acme Bail Bonds (CB4) Indemnity Agreement, Clause 6; 5 Star Bail Bonds (5 Star Bail Bonds (SK1)) Indemnity Agreement, Clause 4; Fausto's Bail Bonds (RC2), 5 Star Bail Bonds (SK1)1 Indemnitor/Co-signor Application, Clause 4.
- ¹⁴⁵ See Bail Bond Woman (RC3), 5 Star Bail Bonds (SK1)3 Deed of Trust, Clause 2. For similar provisions in other contracts, see AB5, Acme Bail Bonds (SK9) Rider to Deed of Trust, Clause 1; Preston's Bail Bonds (BHS5) Deed of Trust, Clause 1.
- ¹⁴⁶ Bail Bond Woman (RC3), 5 Star Bail Bonds (SK1)3 Deed of Trust, Clause 3. For similar provisions in other contracts, see AB5, Acme Bail Bonds (SK9) Rider to Deed of Trust, Clause 2; Preston's Bail Bonds (BHS5) Deed of Trust, Clause 3; ZZ Smok'n Bail Bonds (JC1) Deed of Trust, Clause A(2); ZZ Smok'n Bail Bonds (JC1) Deed of Trust, Clause 3.
- ¹⁴⁷ See ZZ Smok'n Bail Bonds (JC1) Deed of Trust, Clause B. For a similar provision in another contract, see Preston's Bail Bonds (BHS5) Deed of Trust, Clause 3.
- ¹⁴⁸ See Bail Bond Woman (RC3), 5 Star Bail Bonds (SK1)3 Deed of Trust, Clause 4; Preston's Bail Bonds (BHS5), Clause 4.
- ¹⁴⁹ See *infra* # 21 - No consent needed- Transfer/assignment of rights/obligations in the agreement.
- ¹⁵⁰ Gotham Bail Bonds (AB1) Indemnity Agreement, Clause 8. However, the California Addendum to this contract does not require waiving the causes of action mentioned here. For an equivalent provision that does require indemnitors to waive these causes of action, see ZZ Smok'n Bail Bonds (JC1), Nor Cal Bail Bonds (RC5), AB4 Bail/Bond Agreement, Clause 9.
- ¹⁵¹ See Preston's Bail Bonds (BHS5) Deed of Trust, Clause 7.
- ¹⁵² See ZZ Smok'n Bail Bonds (JC1) Deed of Trust ASC-CA-015 (12-2014) Part B(10)(C)(ii).
- ¹⁵³ See ZZ Smok'n Bail Bonds (JC1) Deed of Trust ASC-CA-015 (12-2014) Part B(10)(C)(ii).
- ¹⁵⁴ See ZZ Smok'n Bail Bonds (JC1) Deed of Trust ASC-CA-015 (12-2014) Part B (10)(C)(v)-(xi).
- ¹⁵⁵ See ZZ Smok'n Bail Bonds (JC1) Deed of Trust ASC-CA-015 (12-2014) Part B (10)(C)(v)-(xi).
- ¹⁵⁶ See ZZ Smok'n Bail Bonds (JC1) Deed of Trust ASC-CA-015 (12-2014) Part B (10)(D).
- ¹⁵⁷ See ZZ Smok'n Bail Bonds (JC1) Deed of Trust ASC-CA-015 (12-2014) Part B (10)(D).



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