

Case No. F070771

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FIFTH APPELLATE DISTRICT

PEOPLE OF THE STATE OF CALIFORNIA
Plaintiff and Respondent,

v.

UNITED STATES FIRE INSURANCE CO.,
Defendants and Appellant.

On Appeal from the Superior Court of California
County of Tulare

Tulare County Superior Court Case No. VCU257707
The Honorable Gary Paden

APPLICATION FOR LEAVE TO FILE
AMICUS CURIAE BRIEF AND PROPOSED AMICUS CURIAE
BRIEF OF THE CALIFORNIA STATE ASSOCIATION OF
COUNTIES IN SUPPORT OF PLAINTIFF AND RESPONDENT
THE PEOPLE OF THE STATE OF CALIFORNIA

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The California State Association of Counties (“CSAC”) seek leave to file the attached amicus brief in support of the People of the State of California, represented by the County of Tulare in this case (“County”).

CSAC is a non-profit organization. The membership consists of 58 California counties. CSAC sponsors a Litigation Coordination Program, which is administered by the County Counsels’ Association of California and is overseen by the Litigation Overview Committee, comprised of county counsels throughout the state. The Litigation Overview Committee monitors litigation of concern to counties statewide and has determined that this case is a matter affecting all counties.

This case presents important public policy issues related to bail forfeiture matters. Counties are tasked with administering the process of the bail system and bail forfeiture. Counties are also among the agencies that receive a portion of the forfeiture proceeds. Therefore, counties have an interest in ensuring that the forfeiture statutes are properly implemented.

This case raises the interpretation of Penal Code section 1305.4. Specifically, under section 1305.4, how does a court measure an order of extension for forfeiture? CSAC agrees with the County’s interpretation and with the trial court’s conclusion that Section 1305.4 is limited to extending the forfeiture period for a maximum of 180 days. Therefore, in conjunction with the 185 days provided by section 1305, a surety has a total of 365 days to locate and return a defendant. The County’s interpretation endorses this

view, whereas Surety's interpretation provides the possibility for a surety to exceed the maximum 365 days provided by the statutes.

The public policy implications in adopting the County's interpretation are critical to CSAC. The Legislature intended to limit extensions for forfeiture, and by adopting the County's interpretation, this court would allow for a clear timeframe as to when forfeiture may be declared rather than having the possibility of limitless extensions, which would unreasonably drag on the forfeiture period. The County's interpretation also provides courts with a clear timeframe to properly apply section 1306, which requires courts to enter summary judgment within 90 days of declaring forfeiture.

As the County's interpretation allows for a clear application of the statutes, allows counties to timely receive their portion of bail forfeitures, and is consistent with legislative intent. By contrast, the Surety's interpretation is contrary to the Legislature's intent and creates administrative and economic problems for courts and counties. It should be rejected.

CSAC has reviewed the briefing submitted by both parties in this matter. The proposed amicus brief does not duplicate the arguments, but is intended to provide additional arguments to assist the court in deciding the matter by focusing on the intent of the statute as well as the public policy

implications of the question presented. It is CSAC's view that the County's interpretation should be adopted and the trial court's decision upheld.

Dated: June 10, 2015

Respectfully submitted,

By:

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Attorney for Amicus Curiae
California State Association of Counties

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**[PROPOSED] AMICUS CURIAE BRIEF OF THE CALIFORNIA
STATE ASSOCIATION OF COUNTIES IN SUPPORT OF
PLAINTIFF AND RESPONDENT THE PEOPLE OF THE
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INTRODUCTION AND INTEREST OF AMICUS CURIAE

Penal Code section 1305¹ provides that a criminal defendant has a 180-day period, with an additional five days to allow for mailing of a notice order, to appear in court for arraignment, trial, or judgment. The criminal defendant's failure to appear allows the court to declare forfeiture of bail. If there is "good cause," section 1305.4 allows the court to grant an extension of 180 days in addition to the original 185 days provided in section 1305. Thus, a defendant has a total of 365 days before a court may declare forfeiture of bail. If forfeiture is declared, section 1306 provides that the court must enter summary judgment within 90 days against the defendant for the amount of the bond.

The question presented in this case is: what is the total number of days that an extension may be granted under section 1305.4? The court is presented with two conflicting interpretations of section 1305.4:

- (1) The Surety argues that section 1305.4 provides a surety with an extension of 180 days from the date the extension is granted.
- (2) The People, as represented by the County of Tulare ("County") argue that section 1305.4 provides that a surety has an extension period of up to 180 days, measuring from

¹ All further statutory references are to the Penal Code unless otherwise indicated.

the date the initial 180-day extension period provided by section 1305 expires.

The California State Association of Counties (“CSAC”) believes that section 1305.4 allows up to 180 days for a surety to locate a defendant with the extension running from the expiration of the initial 180-day period provided by section 1305. Reading section 1305.4 as argued by Surety would permit a surety to exceed the 365 days available for a defendant to extend the forfeiture period before the court must enter summary judgment. The statutory language, case law, and legislative intent all support limiting the available time to return the defendant to a maximum of 365 days. More importantly, while reading section 1305.4 in conjunction with the related statutes, the Surety’s interpretation should be rejected because it would result public policy contrary to the purpose of the statute and create absurd results for counties and the courts. Relatedly, the County’s interpretation provides for the possibility to clearly apply section 1306, allowing for summary judgment to be properly entered.

CSAC is a non-profit corporation. The membership consists of the 58 California counties. CSAC sponsors a Litigation Coordination which is administered by the County Counsels’ Association of California and is overseen by the Association’s Litigation Overview Committee, comprised of county counsels throughout the state. The Litigation Overview Committee monitors litigation of concern to counties statewide. In many

counties, including the County of Tulare in this case, County Counsel is tasked with representing the people in bail forfeiture matters. (See Pen. Code, §1305.3.) Counties are among the government agencies that receive a portion of the forfeiture proceeds. (See Pen. Code, §1463 et seq.) Thus, counties have strong administrative and economic interests in this issue.

ARGUMENT

I. THE PLAIN LANGUAGE OF THE STATUTE AND LEGISLATIVE INTENT SUPPORT LIMITING THE TOTAL TIME FOR RETURNING A CRIMINAL DEFENDANT TO 365 DAYS

A. The Statute is Clear on its Face that an Extension Cannot Exceed 180 Days.

In interpreting a statute, courts start with the text to determine its meaning and proper application. “Although a court may properly rely on extrinsic aids, it should first turn to the words of the statute to determine the intent of the Legislature. ‘If the words of the statute are clear, the court should not add to or alter them to accomplish a purpose that does not appear on the face of the statute or from its legislative history.’” (*Cal. Teachers Assn. v. San Diego Community College Dist.* (1981) 28 Cal.3d 692, 698, quoting *People v. Knowles* (1950) 35 Cal.2d 175, 183.) Code of Civil Procedure section 1858 states: “In the construction of the statutes and instruments, the office of the Judge is simply to ascertain and declare what is in terms or in substance declared therein, not to insert what has been omitted, or to omit what has been inserted.” (Code Civ. Proc., §1858.) The

role of the court is to construe the meaning of the statutes through the text. In order to understand what these words mean, courts typically look at the language and interpret the words by their plain meaning.

The statute at issue here is section 1305.4. It states: “The court, upon hearing and a showing of good cause, may order the period extended to a time not exceeding 180 days from its order.” (Pen. Code, §1305.4.) In general, “courts must take a statute as they find it, and it is their duty to construe it as it stands enacted. Their interpretation must be based on the language used.” (*Callahan v. San Francisco* (1945) 68 Cal. App.2d 286, 290, citing *Electric L. & P. Co. v. San Bernardino* (1893) 100 Cal. 348, 351.)

The plain reading of section 1305.4 is that the words “not exceeding” indicate a maximum time limit for courts in granting extension periods for forfeiture. The words “not exceeding” clearly provide that an extension period for forfeiture cannot go beyond a total of 180 days. Any other interpretation would read the words, “not exceeding,” out of the statute. It is a primary rule in statutory interpretation to give meaning to every word in the statute. Thus, “[i]n construing statutory language, it is fundamental, if possible, to give effect to each sentence, phrase and word thereof.” (*Los Angeles Finance Co. v. Flores* (1952) 110 Cal.App.2d Supp. 850, 852, quoting *Whitley v. Superior Court of Los Angeles County* (1941) 18 Cal.2d 75, 78.)

B. Governing Case Law Limits Penal Code section 1305.4 to a Total of 365 Days to Return a Criminal Defendant.

The Surety argues that the statute is ambiguous because the words “its order” can have two interpretations. In this case, Surety argues that “its order” refers to the extension order granted by section 1305.4. To the extent this Court believes the statute to be ambiguous, the courts have already resolved the ambiguity in favor of the County.

The language of section 1305.4 was discussed in the *Taylor Billingslea* case. Specifically, *Taylor Billingslea* stated the issue as follows: “Does ‘its order’ mean the order issued in response to each request for extension which could result in limitless extensions of time as long as ‘good cause’ is shown and no single extension exceeds 180 days?” (*People v. Taylor Billingslea Bail Bonds* (1996) 74 Cal.App.4th 1193, 1198.) The court concluded: “Guided by the language of the statute and the explanation of its provisions provided by the legislative counsel, we are of the opinion that the Legislature intended section 1305.4 to allow an extension of no more than 180 days past the 180-day period set forth in section 1305.” (*Id.* at p. 1999.) Similar to the County’s interpretation, the court’s conclusion in *Taylor Billingslea* expresses that the 180-day extension period is measured from the date the initial extension order provided by section 1305 expires, and that this argument would be consistent with the Legislature’s intent of

limiting the extension period provided by section 1305.4 to “no more than 180 days.”

The alternative interpretation, which is argued by the Surety, is that the additional 180-day extension period provided by section 1305.4 begins on the date the extension is granted rather than the date of the original 180-day extension period expires. The Surety relies upon a recent Second District opinion, *County of Los Angeles v. Williamsburg National Ins. Co.* (2015) 235 Cal.App.4th 944², to support its position. That opinion states in a footnote: “We are bound by the language of section 1305.4, which states that the court may order the exoneration ‘period extended to a time not exceeding 180 days from its order.’ This plain text clearly states that any extension runs from the date the court issues the order granting an extension.” (*Id.* at p. 952, fn. 7, citing *People v. American Contractors Indemnity Co.* (2004) 33 Cal.App.4th 653, 658.)

However, *Williamsburg* should not control the outcome of this case. First, the language regarding the interpretation of section 1305.4 lacked any substantive analysis, but was merely included in a footnote. Compared to the thorough review of the legal question provided in *Taylor Billingslea*, the *Williamsburg* case does not provide a basis for straying from the long-established rule on this question.

² Petition for Review of this case is currently pending. (Case No. S226440).

Second, the *Williamsburg* court's disagreement with *Taylor Billingslea* relies on language from *American Contractors*, but fails to provide any context for the language cited. Indeed, *American Contractors* was not concerned about when an extension under section 1305.4 begins to run. Rather, the issue there was whether a summary judgment that was entered before the hearing on a section 1305.4 motion was void or voidable. (*American Contractors, supra*, 33 Cal.App.4th at p. 660.) In fact, there was no discussion in *American Contractors* of when the 180-day extension should commence. Thus, the basis for the footnote in *Williamsburg* comes from dicta in *American Contractors*.

Finally, both *Williamsburg* and *American Contractors* can be distinguished from the case here. In *Williamsburg*, the court's interpretation of the words "its order" was in relation to the issue of the trial court's denial of the surety's motion to extend the forfeiture period without a hearing, disallowing the surety the opportunity to provide good cause for an extension under section 1305.4. The facts in the case here differ in that the Surety did have an opportunity for a hearing to determine the merits for an extension of forfeiture. *American Contractors* is also distinguishable because, as noted above, the court did not consider section 1305.4 the issue of the case, mainly focusing on section 1306 and "whether summary judgment entered on the last day of the appearance period or one day

prematurely is void or merely voidable.” (*American Contractors Indemnity Co.*, *supra*, (2004) 33 Cal.App.4th 653, 657.)

Thus, despite the recent case, the majority rule is still that adopted by *Taylor Billingslea* as the correct resolution of this issue. For example, in *People v. Accredited Surety & Casualty Company, Inc.*, the People argued that, specifically, the words “its order” in section 1305.4 refer to the order granting the extension. However, the court in *Accredited Surety* ruled against the People’s argument and reasoned: “All of the cases that have addressed the ambiguity in section 1305.4 have concluded that this is not a correct reading of the statute...” (*People v. Accredited Surety & Casualty Co., Inc.* (2013) 220 Cal.App.4th 1137, 1147.) The court in *Accredited Surety* applied the “construction of section 1305.4 adopted by every court that has thus far considered the question...” (*Id.* at p. 1148.) The court also noted that the *Taylor Billingslea* conclusion was “the same conclusion expressed in *People v. Granite State Insurance Co.*...and in *People v. Bankers Ins. Co.*...” (*Ibid.*) In *People v. Bankers Ins. Co.* (2010) 182 Cal.App.4th 1377, 1382, the court reached the same conclusion,³ holding

³ The court in *Bankers Ins. Co.* was considering whether summary judgment was entered properly – within 90 days after forfeiture was declared – under section 1306. In this case, notice of forfeiture was mailed to the surety on January 29, 2007. Bankers filed multiple motions to extend the 185-day period, which the court granted, allowing extensions until July 15, 2008. The court, however, held that “the maximum time Bankers could properly have been granted (absent circumstances requiring a tolling of the statute) within which to justify vacating forfeiture and exonerating the bond was

that a surety has a total of 365 days, which includes the original extension of 185 days provided in section 1305 in addition to the 180-day extension period provided in section 1305.4, to locate and return a defendant to custody.

Thus, a majority of courts to consider this issue have agreed with the County's position and rejected the notion of starting the 180-day period from the date the extension order is granted. This court should similarly follow this line of cases concluding that a total of 365 days is available to return a criminal defendant.

C. Legislative Intent Also Supports Limiting the Total Period to Return a Criminal Defendant to 365 Days.

Legislative intent is also an important tool for courts in interpreting a statute. "A statute is to be construed according to the intent of the law-making body. The intent is the vital part and the primary rule of construction is to ascertain and give effect to that intent." (*Blumenthal v. Larson* (1926) 79 Cal.App. 726, 730.) In order to understand what results that the Legislature intended when enacting section 1305.4, the court in *Taylor Billingslea* reasoned:

The general principles that guide interpretation of statutory scheme are well established. When assigned a task of statutory interpretation, we are generally guided by the

365 days – from January 29, 2007, to January 29, 2008." (*Bankers Ins. Co., supra*, 182 Cal.App.4th at p. 1382.) The court ultimately held that court "acted in excess of its jurisdiction when it extended the appearance period to July 15, 2008. (*Ibid.*)

express words of the statute. ‘Our function is to ascertain the intent of the legislature so as to effectuate the purpose of law. To ascertain such intent, courts turn first to the words of the statute itself, and seek to give the words employed by the Legislature their usual and ordinary meaning.

(*Taylor Billingslea Bail Bonds*, *supra*, 74 Cal.App.4th at p. 1198.)

Although a statute’s text functions as the primary tool of interpretation, legislative intent provides support and evidence to further understand the statute’s language and to advance the purpose of the law. Thus, it is a “fundamental rule that a court ‘should ascertain the intent of the Legislature so as to effectuate the purpose of the law.’” (*Cal. Teachers Assn.*, *supra*, 28 Cal.3d at p. 698, quoting *Select Base Materials v. Board of Equal.* (1959) 51 Cal. 2d 640, 645.)

The court in *Taylor Billingslea* utilized legislative history in order to determine the intent of the legislature regarding section 1305.4. In doing so, the court cited the Legislative Digest, which explained the purpose and effects of this particular provision:

The legislative counsel then discussed the change that would be wrought by the new provision: “This bill would authorize the surety or depositor to file a motion, based upon good cause, for an order extending the 180-day period that includes a declaration or affidavit that states the reasons why there is good cause to extend that period. If, after a hearing, the court finds good cause to extend the 180-day period, *the court would be authorized to extend that period up to an additional 180 days.*”

(*Taylor Billingslea Bail Bonds*, *supra*, 74 Cal.App.4th. at p. 1199.)

The Legislative Digest clearly states that the total extension periods is limited to “up to an additional 180 days.” The specific words, “up to an additional 180 days,” make clear the Legislature’s intent of limiting extensions rather than allowing an indefinite amount of time. Courts must act to advance this specific purpose: “It is the prime purpose of the courts, in examining a statute to ascertain and effectuate the legislative purpose; a statute will not be given an interpretation in conflict with its clear purpose.” (*People v. Ranger Ins. Co.* (1996) 51 Cal.App.4th 1379, 1384, quoting *People v. Amwest Surety Ins. Co.* (1980) 105 Cal.App.3d 51, 56.)

In this case, it would be contrary to the Legislature’s intent to adopt the Surety’s argument because doing so would allow a surety more than 365 – the initial 185 days provided by section 1305 in addition to the 180 days provided by section 1305.4 – to locate a defendant. The Surety’s argument would be inconsistent with the Legislature’s intent to limit a second extension under 1305.4 “up to an additional 180 days.” Therefore, in order to advance the Legislature’s specific intent, the lower court’s reading of section 1305.4 should be upheld.

II. THE COUNTY’S INTERPRETATION OF SECTION 1305.4 PROVIDES A CLEAR TIMEFRAME FOR COURTS TO PROPERLY APPLY SECTION 1306, WHICH ALLOWS COURTS TO ENTER SUMMARY JUDGMENT AGAINST DEFAULTING DEFENDANTS WITHIN THE REQUIREMENTS OF THE STATUTE.

An aspect of statutory interpretation is consideration of the statute’s purpose. “In construing terms, ‘we must...consider the “object to be

achieved and the evil to be prevented by the legislation.””” (*People v. Fairmont Specialty Group* (2009) 173 Cal.App.4th 146, 153, quoting *In re Marquez* (2003) 30 Cal.4th 14, 20.) The statutes regarding bail and forfeiture of bail “are intended to provide the bail with an incentive to secure the arrest of the defaulting defendant.” (*People v. Rolley* (1963) 223 Cal.App.2d 639, 641.)

As the general construction and interpretation of sections 1305 and 1305.4 indicate, these statutes provide a timeframe for the declaration of forfeiture by the court, and relatedly, provide a time period in order for the court to properly apply section 1306, which requires the entry of summary judgment after forfeiture is declared. When a defendant fails to appear and forfeiture can be declared, the court, under section 1306, must enter summary judgment against the defendant within 90 days. (Pen. Code, §1306.) Thus, taken together, sections 1305, 1305.4, and 1306 work to incentivize the return of the defendant.

The County’s interpretation provides a time limitation that would allow courts to enter summary judgment pursuant to section 1306. Section 1306 provides that “the court that has declared the forfeiture shall enter a summary judgment against each bondsman named in the bond in the amount for which the bondsman is bound. The judgment shall be in the amount of the bond plus costs” (Pen. Code, §1306, subd. (a).) Therefore, by interpreting the words, “its order,” in section 1305.4 to mean

the original notice order and limiting the amount of extensions to only 180 days, this Court will provide clear time limitations, which then would allow lower courts to properly apply section 1306. In this case, if the Surety's argument is adopted, it would allow for limitless extensions, which would mean that the courts might never be able to declare forfeiture and, in turn, courts would never be able to enter summary judgment against a defendant.

Section 1306 has generally been determined as a statute with clear provisions to be applied strictly by the courts: “The provisions of Penal Code section 1306 are clear and unambiguous. They place the responsibility for entering summary judgment on defaulted bail on the court, unequivocally limit the time within which the judgment may be entered, and provide that the right to enter judgment terminates when that time limit has expired” (*County of Sacramento v. Ins. Co. of the West* (1983) 139 Cal.App.3d 561, 565, citing *People v. Surety Ins. Co.* (1973) 30 Cal.App.3d 75, 79-80.) In general, courts adopt interpretations of statutes that would allow for a clear application of law: “It is the duty of the courts, within the framework of the statutes passed by the Legislature, to interpret the statutes so as to make them workable and reasonable.” (*Regents of Univ. of Cal. v. Superior Court of Los Angeles County* (1970) 3 Cal.3d 529, 536-537.)

The Surety's interpretation of section 1306 would not only make the statute unclear, but it would be unworkable as the counties and courts

would be without the ability to declare forfeiture because of indeterminate time extensions. Thus, section 1306 could not be properly applied. Section 1305.4 should thus be read to avoid such problems and confusion in the application of section 1306.

III. THE SURETY'S INTERPRETATION CREATES ABSURD RESULTS FOR COUNTIES AND THE COURTS.

Interpretation of a statute must also take into consideration of the advancement of reasonable legislative policy in order to avoid absurd results: “Where the construction of a statute is necessary, it should be interpreted so as to produce a result that is reasonable ...” (*Associates Discount Corp. v. Tobb Co.* (1966) 241 Cal.App.2d 541, 552.) Reasonable interpretation of the statute must be consistent with the purpose of the statute: “The provisions of section 1305 in particular must be accorded ‘a reasonable, commonsense construction in line with [their] apparent purpose, in order to advance wise legislative policy and avoid absurdity.’” (*Fairmont Specialty Group, supra*, 173 Cal.App.4th at p. 153, quoting *People v. Ranger Ins. Co.* (1992) 9 Cal.App.4th 1302, 1307.)

In this case, the County’s interpretation provides a reasonable interpretation of the statute because it advances public policy that provides administrative and financial benefits for counties and courts. Thus, “...a construction ‘which is consistent with sound sense and wise policy, with a view to promoting justice’ should be accepted; that which would produce

an absurdity should be rejected” (*Associates Discount Corp.*, *supra*, 241 Cal.App.2d at p. 552, quoting *In re Estate of Todd* (1941) 17 Cal.2d 270, 275; citing *Stockton School Dist. v. Wright* (1901) 134 Cal. 64, 68.)

The court in *Taylor Billingslea* concluded that Surety’s view “would permit the bail agent to obtain a new extension every 180 days, and drag the forfeiture period on indefinitely. This would violate the policy and spirit of the statutory framework within which section 1305.4 is found which strongly favors limiting the amount of time a surety has to challenge forfeiture.” (*Taylor Billingslea Bail Bonds*, *supra*, 74 Cal.App.4th at p. 1199.) In essence, it would be possible for sureties in later situations to obtain extensions that exceeded the maximum period 365 days. Moreover, allowing such extensions would not only drag out the forfeiture period but could create more case hearings and court dates, which are unnecessary and impractical for courts and counties.

The County’s reading of the statute provides a more reasonable result because it limits extensions of forfeiture, allowing the courts and counties to preserve resources and to properly apply related laws. Moreover, it would avoid the absurd results of allowing a surety to seek never-ending extensions and thereby circumvent the purpose of bail – returning the criminal defendant to court. If an entire year of active efforts to locate and return a criminal defendant is not sufficient time, that is an issue that should be resolved by the Legislature, not the courts.

In this case, under the Surety's interpretation of section 1305.4, section 1306, which provides that summary judgment be entered if forfeiture is declared, cannot be properly applied. In turn, under section 1305.3, which provides that the counties can recover on summary judgment, collecting payments of forfeiture of bail would not be possible. Thus, the inability to either have the criminal defendant returned or collect on summary judgment payments turns the bail bond process on its head. Therefore to avoid such absurd consequences, this court should affirm the trial court ruling and provide an interpretation of the statute that provide the more reasonable and just results in administering the bail system.

CONCLUSION

Case law and the Legislature's intent support the conclusion that section 1305.4 provides up to 180 days past the initial extension period provided by section 1305, allowing a total of 365 days before forfeiture may be declared. This conclusion provides a clear timeframe for counties and courts to apply related statutes. Moreover, it avoids administrative and impracticalities for both counties and the court. To advance the intent of the statute and avoid its circumvention, CSAC urges the court to affirm the trial court's ruling.

Dated: June 10, 2015 By:

JENNIFER BACON HENNING
Attorney for Amicus Curiae
California State Association of Counties

**CERTIFICATION OF COMPLIANCE WITH
CALIFORNIA RULES OF COURT, RULE 8.204(c)(1)**

I hereby certify that this brief has been prepared using proportionately double-spaced 13 point Times New Roman typeface. According to the word count feature in my Microsoft Word software, this brief contains 3,716 words.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10th day of June, 2015 in Sacramento, California.

Respectfully submitted,

By:

JENNIFER BACON HENNING
Attorney for Amicus Curiae

Proof of Service by Mail
People v. United States Fire Insurance Co.
 Case No. F070771

I, Mary Penney, declare:

That I am, and was at the time of the service of the papers herein referred to, over the age of eighteen years, and not a party to the within action; and I am employed in the County of Sacramento, California, within which county the subject mailing occurred. My business address is 1100 K Street, Suite 101, Sacramento, California, 95814. I served the within

APPLICATION FOR PERMISSION TO FILE AMICUS CURIAE BRIEF IN SUPPORT OF PLAINTIFF AND RESPONDENT PEOPLE OF THE STATE OF CALIFORNIA; PROPOSED AMICUS CURIAE BRIEF BY THE CALIFORNIA STATE ASSOCIATION OF COUNTIES IN SUPPORT OF PLAINTIFF AND RESPONDENT PEOPLE OF THE STATE OF CALIFORNIA by placing a copy thereof in a separate envelope for each addressee named hereafter, addressed to each such addressee respectively as follows:

Proof of Service List

| Party | Attorney |
|---|---|
| The People : Plaintiff and Respondent | Kathleen Marie Bales-Lange County Counsel 2900 W Burrel St Visalia, CA 93291 |
| United States Fire Insurance Co. : Defendant and Appellant | Jefferson Thomas Stamp Attorney At Law 595 Park Ave., Suite 200 San Jose, CA 95110 |
| Trial Court | Hon. Gary Paden Superior Court of California County of Tulare County Civic Center 221 South Mooney Boulevard Visalia, CA 93291 |
| California Supreme Court | One Electronic Copy (CRC 8.44(b)(1); 8.212(c)(2)) |

and by placing the envelopes for collection and mailing following our ordinary business practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 10, 2015, at Sacramento, California.

MARY PENNEY