

# **Court Clerk Handbook and Forfeiture Review**

**Oklahoma Insurance Department  
Licensing Division**

# Duties of the OLD Bail Bondsmen

- License bondsmen (4 qualifications or LOAs)
- Collect and review monthly reports
- Work with Department staff regarding possible statutory changes
- Complaints against bondsmen
- Disciplinary proceedings against bondsmen

# Bond Procedures

1. Recording bondsman licenses pursuant to Section 1320, page 22
  - A. Bondsman registers license where either resides or offices, but not both
    - Responsibility of Court Clerk to provide list of bondsmen to county judges and law enforcement officials – OID notifies clerk of address change
    - Also must register certified copy of appointment
    - Bondsman must be licensed by OID for registration
  - B. Unlimited bonds in county of registration, no more than 10 defendants per year in other counties; exception of counties w/o registered bondsman; bondsman must advise court clerk in other counties and file certified copy of license.
    - 365:25-5-38, page 44.
    - Ten Defendant limit – October 1 – September 30
    - Go by the date on the bond, not by the individual.

# Bond Procedures Continued

2. Reporting bonding activities – Court Clerk Bail Bond Report
  - OID performs court clerk comparison audits with the bondsman monthly reports – this is how we discover unreported bonds
  - Such action may result in disciplinary action and can result in possible criminal charges against the bondsman
  
3. Accepting bail
  - Review power of attorney form – must be attached to the bond, 1316(D), page 21
- A. Is it still valid (date)? Not expired?
- B. What is the dollar amount of the power of attorney?
- C. Is the bondsman still appointed with that surety?
  - 365:25-5-39, page 44: Affidavit as to undertaking – included on every appearance bond



S. A. & I. 408 (2006)

## APPEARANCE BOND

IN THE DISTRICT COURT OF \_\_\_\_\_ COUNTY, STATE OF OKLAHOMA  
 State of Oklahoma, Plaintiff,  
 VS. \_\_\_\_\_ Case No. \_\_\_\_\_  
 Defendant

Know all men by these presents, that we the above named defendant, as principal and the undersigned \_\_\_\_\_ as surety(ies), personally appeared before the undersigned authority and jointly and severally acknowledged themselves to be indebted to the state of Oklahoma in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the United States, to which payment well and truly to be made we bind ourselves, our assigns, heirs, executors and administrators jointly and severally, firmly by these presents.

The conditions of this bond are such that, if the above named defendant, who has been committed to the county jail of \_\_\_\_\_ County, State of Oklahoma, shall personally appear before the \_\_\_\_\_ Court of said County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., of said day, and from term to term, and from day to day of each term, to answer a charge preferred against him for the offense of \_\_\_\_\_

and shall not depart the said Court without leave and shall obey any order issued by said Court, then this bond shall be void; otherwise, this bond shall remain in full force and effect.

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal \_\_\_\_\_ Address \_\_\_\_\_  
 \_\_\_\_\_  
Surety \_\_\_\_\_ Address \_\_\_\_\_  
 \_\_\_\_\_  
Surety \_\_\_\_\_ Address \_\_\_\_\_

TAKEN, SUBSCRIBED AND ACKNOWLEDGED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Court Clerk \_\_\_\_\_ Sheriff \_\_\_\_\_  
 \_\_\_\_\_  
Deputy \_\_\_\_\_ Deputy \_\_\_\_\_

This undertaking approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL) \_\_\_\_\_ Court Clerk  
 \_\_\_\_\_ Deputy

## AFFIDAVIT AS TO UNDERTAKING

STATE OF OKLAHOMA, \_\_\_\_\_ COUNTY, SS.

The undersigned, being first duly sworn upon oath, says that he is a resident of \_\_\_\_\_ County, State of Oklahoma, and that neither he nor anyone for his use has received or been promised any security or consideration for making this undertaking, except as hereinafter specified under one or more of the following, to wit:

- a) Consideration for this undertaking received or promised in the sum of \$\_\_\_\_\_.
- b) Other security received or promised for making this undertaking, is as follows: \_\_\_\_\_
- c) Such promise, security or consideration was received from: \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_



# Power of Attorney

United States Fire Insurance Company  
12250 Richmond Ave., Suite 3100, Houston, TX 77042  
110, Box 2807 - Houston, Texas 77252-2807  
(713) 954-8100 (713) 954-1618 FAX

**POWER OF ATTORNEY**

POWER NO. \*\*\*\*U3 -20270511\*\*\*

POWER AMOUNT \$ \*\*\* 3,000\*\*\*

This Power of Attorney is granted pursuant to Article IV of the By-Laws of UNITED STATES FIRE INSURANCE COMPANY as now in full force and effect. Article IV, Execution of Instruments- Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice-President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation: (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements; (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation. Authority of such Attorney-in-Fact is limited to appearance bonds and cannot be construed to guarantee defendant's future lawful conduct, adherence to travel limitation, fines, restitution, payments or penalties, or any other condition imposed by a court not specifically related to court appearance.

**This power of Attorney is for use with Bail Bonds only. Not valid if used in connection with Federal Bonds or Immigration Bonds. This power void if altered or erased, void if used with other powers of this company or in combination with powers from any other surety company, void if used to furnish bail in excess of the stated face amount of this power, and can only be used once. \*\*\*THREE THOUSAND DOLLARS\*\*\***  
**The obligation of the company shall not exceed the sum of** and provided this Power-of-Attorney is filed with the bond and retained as a part of the court records. The said Attorney-in-Fact is hereby authorized to insert in this Power-of-Attorney the name of the person on whose behalf this bond was given.

IN WITNESS WHEREOF, THE UNITED STATES FIRE INSURANCE COMPANY has caused these presents to be signed by its duly authorized officer, proper for the purpose and its corporate seal to be hereunto affixed this 6 DAY of June MONTH 2010 YEAR

Bond Amount \$ 2500  
 Defendant Rustin Johnson  
 Charges OVI  
 Court Payne  
 Case No. \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 If rewrite, original No. \_\_\_\_\_  
 Executing agent [Signature] NAME



By [Signature]  
 Richard J. Klimaszewski  
 Vice President

VOID IF NOT ISSUED BY: 11/01/2010  
**FOR STATE USE ONLY**  
**NOT VALID IF USED IN FEDERAL COURT**

S-002303 A REV. (6/08)

COPY FOR COURT

# Bond Procedures Continued

## 4. Exonerating bail

- Bondsman no longer responsible for the defendant. Clerk's obligation Mentioned in 1327, 1328 and 1332
- 1327(A) – surrender of defendant prior to breach (to Court) – requires the Court clerk to enter a minute exonerating the bond
- 1327(C) - recommitment of a defendant by bondsman –
- Occurs prior to a breach, in the same jurisdiction as original bond, after Defendant's second arrest
- Clerk enters a minute order exonerating the bond, following recommitment in this subsection
- 1328 – Procedure for Surrender of Defendant
- 1328(3) – clerk enters a minute order exonerating the bond, if bondsman recommits a defendant pursuant to this subsection

# Bond Procedures Continued

## 5. Forfeiting bail – Section 1332

A. Within 30 days after the forfeiture, mail a copy of the O&J to the bondsman and the insurer (certified mail, return receipt requested), and keep a copy of the O&J on file; (mail to correct address for both)

- HOWEVER, the clerk is not required to mail the O&J to the bondsman or the insurer if within 15 days from the date of forfeiture, defendant is returned to custody, bond is reinstated by the court with the bondsman's approval, or the O&J is vacated or set aside by the Court
- Failure of the clerk to comply with the 30 day notice shall exonerate the bond

B. Use correct forms



# Bond Procedures Continued

## 5. Forfeiting bail – Section 1332

C(1). Bondsman has 90 days from RECEIPT of O&J, or 90 days from mailing by the Clerk IF BONDSMAN DOES NOT CHECK THEIR MAIL.

C(2). If the Bondsman gets the Defendant “returned to custody” within 90 days, forfeiture vacated, bond exonerated. Clerk to enter minutes exonerating the bond. If this is not in the court record, court shall enter it.

C(3). What “returned to custody” means

C(4)(a). Bond SHALL be exonerated by operation of law if bondsman requests that defendant be entered into NCIC, and Sheriff refuses to honor request within fourteen business days, or

C(4)(b). The defendant is arrested outside of Oklahoma and the court record shows that the DA has declined to proceed with extradition.

# Bond Procedures Continued

## 5. Forfeiting bail – Section 1332

D(1). Within 90 days of receipt of O&J, or mailing if no receipt is made, if Defendant is not returned to custody, or forfeiture has not been stayed, bondsman or insurer must deposit money within 91 days.

D(2). After O&J has been paid the bondsman or insurer shall have one year from date payment is due to return defendant to custody. If defendant is returned, and all expenses have been paid, the bondsman or insurer's property (money) shall be returned. If the request for remitter is made by motion filed within one year from the date payment is due.

D(3). Notification to Commissioner, if defendant not returned and money not received, mail certified copy of O&J and proof of mailing to Oklahoma Insurance Department (should also include certified copies of docket sheet, appearance bond, power of attorney, and any Motions or Orders pertaining to the bond forfeiture)

D(4). Once received the Oklahoma Insurance Department processes for possible administrative action against the bondsman and insurer

- 365:25-5-40 page 44 – Computation of time – do NOT include day of forfeiture, end day must be on a day the court is open.

# Bond Procedures Continued

## 5. Forfeiting bail – Section 1332

- E(1) If defendant failed to appear because of death or defendant in custody of another court on day of court appearance, return property (money) to bondsman, but bondsman must pay all expenses to return the defendant
- E(2) If defendant is in custody of another court DA places a hold, and bondsman pays all expenses to return defendant
- F. No bonus to the DA, but reasonable attorney fee allowed in a civil action
- G. Bondsman may appeal an O&J, and seek a stay, but this happens within 30 days for forfeiture order (See 12 O.S. §2006(B) 990.4)
- H. Municipal courts – criminal in nature
- I. Bondsman may file a motion requesting exoneration of bond after 3 years, unless for good cause shown.

# Time Calculations

Can be found in  
Oklahoma Administrative Code 365:25-5-40  
page 44



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**County Court Clerk Report  
on  
Bail Bonds**

County: \_\_\_\_\_ Month: \_\_\_\_\_ Year: \_\_\_\_\_

For information or questions regarding the attached reports, please contact:

\_\_\_\_\_ at \_\_\_\_\_  
(Name) (Phone)

Please complete a separate page of Report for each bondsman writing bonds in said county during this month.

This Report has \_\_\_\_\_ (*number*) of pages attached.

Please submit monthly report to:

Oklahoma Insurance Department  
Attn.: Bail Bond Division  
3625 NW 56th Street, Suite 100  
Oklahoma City, OK 73112-4511

Call (405) 521-6610 or intrastate Watts 1-800-522-0071 with any questions or comments.

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CC1 (Rev 8/10)



**NOTICE OF NON-PAYMENT OF BOND FORFEITURE**

Date \_\_\_\_\_

Attn: Licensing / Anna  
Oklahoma Insurance Department  
3625 NW 56th Street, Suite 100  
Oklahoma City, OK 73112-4511

Re: State of Oklahoma vs. \_\_\_\_\_

\_\_\_\_\_ COUNTY

Case Number \_\_\_\_\_

To Whom It May Concern:

Pursuant to 59 O.S. §1332, we are formally notifying your office that the bondsman, \_\_\_\_\_, and his/her surety, \_\_\_\_\_ have failed to pay the forfeiture in the above captioned case in the amount of \$ \_\_\_\_\_ regarding Power Number \_\_\_\_\_ (if applicable) which was forfeited by the District Court on \_\_\_\_\_ (date). The statutory 91<sup>st</sup> day from receipt of notice/mailing would have occurred \_\_\_\_\_ (date).

Attached you will find a certified copy of the Order and Judgment of Forfeiture and proof of mailing to the bondsman and, if applicable, his/her surety as required by law.

Submitted by:

\_\_\_\_\_ District Court Clerk

\_\_\_\_\_ Oklahoma

By \_\_\_\_\_ (Position)

Telephone number - ( \_\_\_\_\_ ) \_\_\_\_\_

(Seal)

Note-Please also attach certified copies of the docket sheet, appearance bond, power of attorney, and any Motions and Orders that pertain to the bail bond forfeiture. Thank you.  
(Rev 8/10)