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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FOUR

THE PEOPLE,

Plaintiff and Respondent,

v.

WILLIAMSBURG NATIONAL INS.
CO.,

Defendant and Appellant.

B275306

(Los Angeles County
Super. Ct. No. SJ4246/KA096633)

APPEAL from a judgment of the Superior Court of
Los Angeles County, Kerry Bensinger, Judge. Affirmed.

Law Office of John Rorabaugh, John Mark Rorabaugh and
Crystal L. Rorabaugh for Defendant and Appellant.

Mary C. Wickham, County Counsel, Ruben Baeza, Jr.,
Assistant County and David D. Lee, Associate County Counsel
for Plaintiff and Respondent.

INTRODUCTION

Appellant Williamsburg National Insurance Company, acting through its agent Montana Bail Bonds, Inc. (collectively, the surety) posted bond for a criminal defendant who later failed to appear for trial. Bail was forfeited. In a previous appeal, we held that the trial court erred when it denied the surety's motion for an extension of time to locate a defendant without first holding a hearing. (*County of Los Angeles v. Williamsburg National Ins. Co.* (2015) 235 Cal.App.4th 944 (*Williamsburg*).)

Upon remand, the parties stipulated to the maximum extension that would have been available under the applicable statutes had the trial court held a hearing and granted the surety's motion: nine days. The surety did not locate defendant within that time period. The surety then moved to vacate the forfeiture and exonerate bail, arguing that the delay caused by the trial court's previous error and the ensuing appeal interfered with the surety's ability to locate the defendant. The trial court denied the motion, and the surety appealed.

We affirm. The surety has not demonstrated that the court's failure to hold a hearing prejudiced it, nor has it demonstrated that prejudice purportedly arising from a prior error may be asserted in a later appeal.

FACTUAL AND PROCEDURAL BACKGROUND

On January 17, 2012, defendant Juan Escobedo, Jr. was charged with sexual penetration by means of force or fear (Pen. Code, § 289, subd. (a)(1)(A), a felony),¹ lewd or lascivious act on a

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

child aged 14 or 15 (§ 288, subd. (c)(1), a felony), annoying or molesting a child under the age of 18 (§ 647.6, subd. (a)(1), a misdemeanor), and forgery or counterfeiting of official seals (§ 472, a felony). Bail was set at \$200,000.00.

On January 18, 2012, the surety posted bond for defendant's release. Defendant failed to appear at a trial readiness hearing on July 20, 2012, and bail was forfeited. Notice of forfeiture was mailed to the surety on July 23, 2012.

Pursuant to statute, if the defendant appears in court within 185 days of a mailed notice of forfeiture, the court shall order the forfeiture vacated. (§ 1305, subd. (c).) Upon a showing of good cause, the court may extend that initial appearance period for up to 180 days. (§ 1305.4.) "[A]n extension motion may be filed up to the end of the initial appearance period and heard up to 30 days afterward." (*People v. Financial Casualty & Surety, Inc.* (2016) 2 Cal.5th 35, 43 (*Financial Casualty*).)

The court's notice of forfeiture noted that the "185th day is 01-24-13." The surety filed a notice to extend the time period under section 1305.4, and on February 1, 2013, the court granted an extension of 169 days to July 20, 2013, a Saturday. On the next court day, July 22, 2013, the surety filed another motion to extend the exoneration period. The trial court denied the motion the same day, stating that "no good cause is set forth in the moving papers." The court entered summary judgment on the forfeited bond on August 9, 2013. On August 13, 2013, the surety placed a motion for reconsideration on calendar. On August 27, 2013, it telephonically requested that the motion be taken off calendar.

The surety filed a notice of appeal on October 10, 2013. Following briefing and oral argument, this court reversed the

judgment, holding that the surety “had a statutory right to an oral hearing, and the court erred in depriving [the surety] of that right.” (*Williamsburg, supra*, 235 Cal.App.4th at p. 948.) We noted that “[b]ecause [the surety] could only obtain a maximum extension of 180 days . . . its second motion to extend, filed on July 22, 2013, could have extended the period for no more than nine days.” (*Id.* at p. 951.) We remanded and instructed the trial court to vacate summary judgment and hold an oral hearing on the surety’s section 1305.4 motion. (*Id.* at p. 956.)

Upon remand, on August 21, 2015 the County of Los Angeles (the People) “stipulate[d] and agree[d] to defense’s request to extend that 180 day period nine additional days”; the trial court accepted the stipulation. Ten days later, on August 31, 2015, the surety filed a motion to vacate the forfeiture and exonerate bail. The surety argued that the case was returned to the investigator, but “as two years had elapsed since the investigation was previously halted, the investigator was unable to re-establish his leads on this case.”

Fugitive recovery agent Ryan Smalls submitted a declaration in support of the motion. Smalls stated that in 2013 he had learned that defendant had been in contact with his brother, his child, and “a girlfriend” who had custody of the child (it is not clear from the declaration whether it was defendant’s or the brother’s girlfriend). Smalls also said that a confidential informant had “provided associates of [defendant], who may be in Arizona, which were newly identified leads.” The declaration did not include dates regarding these leads or any information about following up with these leads. It stated that Smalls was informed on July 28, 2013 that the extension of time on the bond had elapsed, and the investigation was terminated as a result.

Smalls opined, “Based on the inside information I had received from the confidential informant, who has close family ties to the Escobedo family, it is my belief that our investigations would have led us to Juan Escobedo’s location.”

In its motion, the surety argued, “When the surety filed its second motion for an extension of time, agents believed that they were close to locating and apprehending the defendant; however, the two year delay caused by the trial court’s denial of the surety’s motion and the subsequent appeal resulted in the agents having to stand down on their investigation and allow their investigative leads to go cold. This delay, caused by the actions of the court, prevented agents for the surety from apprehending the defendant.” The surety continued, “[T]he court interfered with the surety’s investigation into the whereabouts of the defendant by creating an artificial two-year gap in the investigation. . . . Therefore, actions of the court have aided the defendant in evading capture.”

The People opposed the motion. They argued that the surety’s “own appeal from the trial court’s denial of its motion resulted in the agent’s withdrawal from its pursuit of the defendant. . . . However, [the surety] relies on a false premise that the judicial system caused [the] surety to abandon its search for the defendant.” The People asserted that the surety’s obligation was not extinguished by the appeal process itself, but rather by the surety’s own choice to terminate its search. The People noted that the bench warrant for defendant remained outstanding, and stated, “As long as there was an active warrant in the system, [the] surety had the authority to apprehend the defendant.” The People contended that the forfeiture was not caused by the People’s error, and asserted that this case was

distinguishable from cases in which forfeiture resulted from errors by the People. They also noted that the People had never opposed any of the surety's motions seeking relief from forfeiture.

In its reply, the surety argued that at the time its extension request was denied, it was "hot on the trail" of defendant. The surety referenced the Smalls declaration "filed as Exhibit E to the current motion, which was also filed on July 19, 2013 with the Surety's 2013 motion." The Smalls declaration attached as Exhibit E to the motion to vacate, however, was dated August 31, 2015, and therefore post-dated the surety's 2013 motions. The 2013 motion and supporting documents are not included in the record on appeal.

Apparently referencing the 2013 declaration, the surety asserted that Smalls "explained that he [had] been able to coordinate the assistance of several governmental fugitive recovery agencies, that surveillance had been established at multiple residences and phone lines, and most importantly that a witness *had seen the defendant* in Sylmar during the weekend of July 13, 2013." Smalls's 2015 declaration, however, does not state that any witnesses had seen the defendant or that phone surveillance was underway. The surety also asserted that Smalls was "confident that the defendant was still in Los Angeles County as of July 2013." This statement potentially conflicts with the statement in Smalls's 2015 declaration describing new leads for "associates of Escobedo, who may be in Arizona." (However, we note that this statement is unclear as to whether defendant himself or his associates "may be in Arizona.")

The surety argued that by denying its 2013 motion for an extension of time, the court "effectively terminated the bail bond contract that provides the primary basis for the surety to

physically apprehend the defendant.” It contended that “the Surety’s authority to apprehend a fugitive is based on the contract itself,” and because the court “erroneously den[ied] the Surety’s 2013 extension motion without a hearing on July 22, 2013, less than 20 days after a witness had spotted the Defendant nearby and resulting in a two year process to rectify the error, the Surety’s investigation and contractual performance were unquestionably ‘hindered.’” Thus, “the County’s argument that a surety should continue to pursue and apprehend bail fugitives even after a surety’s bail contract has expired—when the contract is the explicit source of the surety’s power to arrest the fugitive—is without merit.” It concluded, “The Surety plainly suffered significant and irreparable prejudice by the erroneous trial court decision in this case and the Surety should not now be subject to forfeiture as a result of that error and the resulting delay caused by it.”

According to the People’s supplemental points and authorities filed shortly before the hearing, the court “requested additional briefing on the issue of whether the bail agent retains its authority to apprehend and take into custody the criminal defendant . . . following the entry of summary judgment. The People stated that “a bail fugitive recovery agent has the authority to apprehend a bail fugitive and continues to have such authority ‘at any time before such bail or other person is finally discharged.’ [(§ 1301.)] The bail bond continued to be in forfeiture status since [defendant’s] failure to appear on July 20, 2012. Even while the summary judgment was entered on August 9, 2013, the bail bond remained in forfeiture status and was not ‘finally discharged.’ Indeed, the bail bond remains in forfeiture status to this day.” The People also noted that no authority

prevented the surety from enlisting the assistance of local law enforcement in arresting defendant on his outstanding bench warrant.

At the hearing on the motion, after argument by the parties, the court said, “Well, the surety has to make a cost benefit analysis. And when you take an appeal, the matter is ongoing, and it’s the surety’s position whether to continue with the efforts [to locate the defendant] or not.” In denying the motion, the court stated, “The surety pursued the appeal to gain additional time, won, and received the full term of the extension period. The surety can not [sic] now be heard on equitable ground that it got what it wanted.” The court noted that the time to surrender the defendant had expired and no additional time could be granted, and the defendant had not been surrendered. The court concluded, “The surety’s equitable argument is therefore denied. [¶] So the motion is denied. Summary judgment is entered.”

Judgment was entered against the surety on April 6, 2016. The surety timely appealed.

DISCUSSION

We review an order denying a motion to vacate a bond forfeiture under an abuse of discretion standard; however, where the facts are uncontested and the issue concerns a pure question of law, we review the decision de novo. (*People v. Fairmont Specialty Group* (2009) 173 Cal.App.4th 146, 151.)

On appeal, the surety questions whether it is entitled to exoneration of bail “where, due to the Court’s legal error” regarding its extension motion, “there was a two-year delay” that rendered the surety “unable to re-establish their investigative leads.” In essence, the surety is arguing that the trial court’s

error addressed in our previous appeal—the court’s denial of the surety’s 2013 motion for an extension without a hearing—was so prejudicial that, even though the surety appealed that decision and obtained the result it requested, the bail forfeiture should nonetheless be vacated. We are unconvinced by the surety’s arguments that court error caused the surety to fail to apprehend defendant, or that the court’s actions prejudiced the surety to the extent that exoneration of bail was warranted.

The surety’s briefing makes clear that the purported prejudice arose from the trial court’s error in denying the 2013 motion for an extension—not from a new error following remand. The surety states that the “court’s jurisdictional error in denying the July 2013 extension motion which was later reversed on appeal should exonerate bail.” It argues that “the two-year delay caused by the trial court’s denial” of the extension motion “resulted in the agents having to stand down on their investigation.” It also asserts that the court “effectively invalidated the bail bond contract when it prematurely terminated the Surety’s rights and remedies under the contract by erroneously denying the 2013 extension motion without a hearing.” The surety contends that “the delay caused by the erroneous trial court decision irreparably prejudiced the surety’s investigation and should not result in forfeiture.”

The surety’s arguments as to prejudice also rest upon the unsupported assumption that the surety was entitled to additional time to apprehend defendant. In its opening brief, the surety characterizes the error at issue in the previous appeal as a “jurisdictional error in denying the July 2013 extension motion.” However, this court’s decision in *Williamsburg, supra*, 235 Cal.App.4th 944, did not hold that the court erred by *denying* the

surety's motion. To the contrary, we held that the court erred by denying the surety's motion *without a hearing*. We noted that "section 1305.4 states that the court, 'upon a *hearing* and showing of good cause,' may order the exoneration period extended, and that the prosecuting agency must be given notice at least 10 court days 'before a *hearing* held pursuant to this section.' (§ 1305.4, emphases added.) Section 1305.4 incorporates subdivision (j) of section 1305, which states that a motion filed in a timely manner 'may be *heard* within 30 days' of the expiration of the exoneration period. (§ 1305, subd. (j), emphasis added.)" (*Williamsburg, supra*, 235 Cal.App.4th at p. 953.) We stated, "[I]n light of the express statutory language, we conclude that the Legislature intended the court to schedule an oral hearing at which time the parties would have a right to appear and argue their case for or against an extension of the exoneration period." (*Id.* at pp. 953-954.) Because the court had denied the surety's motion without allowing the surety to appear and argue, we reversed the judgment and remanded the case, ordering the trial court to hold the hearing requested by the surety.

Our holding that the surety was entitled to a hearing is not tantamount to holding that the surety was entitled to an extension of time. In its opening brief, the surety seems to conflate these issues by asserting that the trial court's error limited the time period available to apprehend defendant. But an extension of time beyond the initial 180-day period "is not automatic. [A surety] has to earn any additional time by a showing of good cause." (*People v. Ranger Ins. Co.* (2000) 81 Cal.App.4th 676, 681; see also § 1304.5 [a request for an extension must be "based upon good cause"].) "The law does not

require a trial court to extend the [appearance] period and keep the file open on the bond forfeiture matter in the absence of any reasonable prospect doing so will result in the defendant's return to court." (*People v. Financial Casualty & Surety, Inc.*, *supra*, 2 Cal.5th at p. 48.)

Below, the trial court erroneously denied the motion without a hearing, but in doing so it stated that "no good cause is set forth in the moving papers." "[O]ne legitimate factor in determining good cause for an extension is the surety's diligence up to the time the extension is sought." (*Financial Casualty*, *supra*, 2 Cal.5th at p. 47.) In addition, "a court deciding a surety's motion to extend the appearance period may consider, as a factor tending to show lack of good cause, that the motion is unsupported by facts establishing a reasonable likelihood the extension will result in the defendant's apprehension." (*Ibid.*)

Here, the court presumably read the documents submitted in support of the motion, including the declaration of investigator Smalls that was purportedly filed with that motion. The surety makes no effort to show that there was in fact good cause to grant the motion, or that the court likely would have granted the motion had a hearing been held. Upon remand following the previous appeal, no hearing was held; the People stipulated to the surety's request for a nine-day extension.

Moreover, it is not clear that the surety's motion allowed for a timely ruling on an extension. Since the last appeal was decided, the Supreme Court has clarified that "the total allowable extension is . . . limited to 180 days from the date of the first extension order, regardless of how many individual extensions the court orders." (*Financial Casualty*, *supra*, 2 Cal.5th at p. 46 fn. 2; see also *County of Los Angeles v. Allegheny Casualty Co.*

(2017) 13 Cal.App.5th 580, 586 (*Allegheny Casualty*.) The first extension order was entered on February 1, 2013, so the total allowable extension ran to July 31, 2013 at the latest. Here, the motion was filed on July 22, 2013. Section 1305.4 requires that “the moving party shall give the prosecuting agency a written notice at least 10 court days before a hearing held pursuant to this section as a condition precedent to granting the motion.” It appears that the surety could not meet this “condition precedent” within the allowable extension period. In light of this procedural irregularity and the court’s previous statement that the motion lacked good cause, the surety’s assumption that it was entitled to a nine-day extension and would have received one in the absence of the trial court’s error is not supported by the record.

Nonetheless, the surety blames prejudice arising from the trial court’s error and the delay inherent in the appeal process as the cause of its failure to locate defendant.² The surety asserts that its “authority to apprehend a fugitive is based on the contract” with the People, and “[w]hen the trial court erroneously denied the Surety’s 2013 extension motion, the trial court effectively terminated the bail bond contract by artificially expiring the contractual deadline for the Surety to remedy the bail forfeiture.” The surety asserts that because bail is contractual, its “authority to apprehend a fugitive is based on the contract itself.” It argues that when the trial court denied its request for an extension in 2013, the court “hindered” the surety’s ability to apprehend defendant. The People disagree, asserting

²We also note that the surety itself added to the appellate delay by requesting and receiving extensions of time for a total of 123 days to file its opening and reply briefs.

that “[a]s long as there was an active warrant in the system, the Surety had the authority to apprehend” the defendant.

The surety does not cite any relevant legal authority for its proposition that the trial court’s actions limited its ability to apprehend the defendant. The bail bond contract itself states that the surety “undertakes that the . . . defendant will appear” in court as required, the surety will “hold him/herself amenable to the orders and process of the court,” and the defendant will appear for judgment. It also states that if these conditions are not met, the surety “will pay to the People of the State of California the sum of two hundred thousand dollars.” The bail bond says nothing about the surety’s authority to apprehend defendant.

The California authority discussing the contractual nature of bail does not suggest that a bail contract grants any particular powers to the surety to apprehend a fugitive defendant; it simply guarantees a defendant’s appearance. A “bail bond is a contract between the surety and the government whereby the surety acts as a guarantor of the defendant’s appearance in court under the risk of forfeiture of the bond.” (*People v. American Contractors Indemnity Co.* (2004) 33 Cal.4th 653, 657-658.) “The object of bail and its forfeiture is to insure the attendance of the accused and his obedience to the orders and judgment of the court.” (*Ibid.*) “When a defendant who posts bail fails to appear at a scheduled hearing, the forfeiture of bail implicates not just the defendant’s required presence, but constitutes a ‘breach of this contract’ between the surety and the government. [Citation.] Ultimately, if the defendant’s nonappearance is without sufficient excuse, it is the surety who ‘must suffer the consequences.’”

(*People v. Safety National Casualty Corp.* (2016) 62 Cal.4th 703, 709.)

The source of the surety's authority does not affect our decision, however, because we have found no authority stating that failing to grant a surety's requested extension constitutes improper interference with either a bail contract or a surety's authority. To the contrary, the applicable statutes make clear that extensions of time are within the discretion of the court, and therefore ruling on such a motion is inherently within a court's authority. Section 1305.4 states that following the initial appearance period, a court "*may* order the period extended to a time not exceeding 180 days from its order" [italics added]. The statute does not mandate that an extension be granted, and it does not mandate that the extension be 180 days. We therefore reject the surety's argument that denying such a motion or granting an extension for less than 180 days constitutes interference with a bail contract.

People v. Accredited Surety & Casualty Co., Inc. (2006) 137 Cal.App.4th 1349 (*Accredited*), which neither party cites, suggests that a court's erroneous denial of an extension could warrant exoneration of bail—if the defendant is apprehended before the extension period expires. In that case, the surety, Accredited, filed a motion for an extension of time under section 1305.4. The motion was accompanied by a detailed declaration describing the extensive efforts of investigators, and stating that the investigator was confident he could locate the defendant, Thomas, within the extension period. (*Id.* at pp. 1353-1354.) The court denied the motion for lack of good cause, and the surety appealed. The Court of Appeal reversed, stating, "Accredited, the surety here, showed due diligence during the initial 180-day

period in attempting to capture Thomas. It also demonstrated a reasonable likelihood of bringing Thomas to custody in another 180 days. As a matter of law, this showing was sufficient to satisfy the good cause requirement of section 1305.4. Accredited was entitled to an extension of the forfeiture period; therefore, the trial court abused its discretion in denying Accredited's motion for an extension under section 1305.4." (*Id.* at p. 1359.) The Court of Appeal also noted that "Thomas was returned to custody subsequent to the trial court's order denying Accredited's motion for extension of the forfeiture period. He was arrested within 180 days of the order. Therefore, Accredited is entitled to exoneration of the bond. (§ 1305, subd. (c)(1).)" (*Id.* at p. 1360 fn. 3.)

Here, the surety argues that it could not have continued searching for defendant after bail was forfeited, and cites *Allegheny Casualty, supra*, 13 Cal.App.5th 580, which discussed *Accredited*. There, the maximum extension period for three defendants expired on October 20, 2015. (*Allegheny Casualty, supra*, 13 Cal.App.5th at p. 586.) The court noted that two of the three defendants appeared in the underlying case while the appeal was pending; one on February 17, 2016, and the other on May 11, 2016. (*Id.* at p. 584 fn. 6.) The Court of Appeal held that the reasoning in *Accredited* did not warrant exoneration of bail under the circumstances: "*Accredited* does not stand for the proposition that bail may be exonerated when a defendant has been returned to custody during the pendency of the appeal. Both [defendants] were returned to custody well after the 180-day extension, unlike in *Accredited*." (*Id.* at p. 588.)

The People argue that the surety could have simply apprehended defendant at any time while the warrant remained

outstanding, during the appeal or after remand. As *Allegheny Casualty* stated, however, neither that decision nor *Accredited* supports a theory that a surety may apprehend a defendant at any time and be entitled to an exoneration of bail as a result. Instead, *Accredited* and *Allegheny Casualty* indicate that if the surety had apprehended defendant in the nine days before the maximum extension period expired, and later established on appeal that the court erred by failing to grant the requested extension, the surety may have been entitled to vacation of forfeiture and exoneration of bail, as in *Accredited*. Instead, the surety called off its investigation of defendant on July 28, 2013, six days after the court denied the surety's motion, and three days before the outer possible limit of the extension period.³ Neither party represents that defendant has been apprehended, and thus exoneration of bail is not warranted.

The surety also argues that “when the court fails to strictly follow the procedures set forth in Penal Code section 1305, or other sections relating to bail,” then forfeiture must be vacated and bail must be exonerated. This is an overstatement of the holdings of the cases cited. Many cases state that errors in the court procedures specifically relating to forfeitures and resulting summary judgment may warrant vacating the erroneously entered forfeiture or judgment. (See, e.g., *People v. National Auto. and Cas. Ins. Co.* (2002) 98 Cal.App.4th 277, 290 [“the trial court’s failure to expressly state bail is forfeited in open court as mandated by section 1305, subdivision (a) resulted in the court

³Because the first extension order was entered on February 1, 2013, the total allowable extension (180 days) ran to July 31, 2013. Smalls stated in his declaration that he was told on July 28, 2013 to stop his investigation.

losing jurisdiction to later attempt to forfeit the bail by simply noting it in the minutes.”]; *People v. Bankers Ins. Co.* (2009) 171 Cal.App.4th 1529, 1534 [same]; *People v. Surety Ins. Co.* (1985) 165 Cal.App.3d 22, 28 [court’s failure to declare bail forfeited when the defendant failed to appear “deprived it of jurisdiction to declare a forfeiture at a later date”]; *People v. American Contractors Indemnity Co.* (2001) 91 Cal.App.4th 799, 809 [where notice of forfeiture was not provided within 30 days of forfeiture as mandated by section 1305, subd. (b), that subdivision required the surety to be “released of all obligations under the bond”]; *People v. Frontier Pacific Ins. Co.* (2000) 83 Cal.App.4th 1289, 1294 [reversing summary judgment that had been signed by the clerk because the “rendition of judgment is not a ministerial act which may be delegated to the clerk”].) These cases do not hold that every technical error requires that forfeiture be vacated, and here, the surety has not asserted error in the proceedings relating to the declaration of forfeiture or summary judgment. Thus, these cases do not compel a finding that the trial court’s error warrants an exoneration of bail.

Both parties discuss *People v. Far West Ins. Co.* (2001) 93 Cal.App.4th 791 (*Far West*), in which the defendant was arrested in Oakland, released pursuant to a bail bond, and later failed to appear. The surety located the defendant in Dougherty County, Georgia, and he was arrested by sheriff’s deputies there. Due to a miscommunication, the Oakland Police Department told the Dougherty County sheriff to release the defendant, which the sheriff did. (*Id.* at p. 793.) The surety then moved to vacate forfeiture of bail, and the court denied the motion. (*Id.* at p. 794.) The Court of Appeal reversed. It noted that section 1305, subdivisions (f) and (g) state that when the defendant is in

custody in another jurisdiction and the prosecuting agency does not seek extradition, “the court shall vacate the forfeiture and exonerate the bond.” The court held, “[U]nder the circumstances shown here—a California fugitive admitted to bail, apprehended and held in custody in another state, is released as a result of errors committed solely by officials of the demanding county government and the surety has done all that is required of it under the terms of the bond—bail is exonerated.” (*Far West*, 93 Cal.App.4th at p. 798.)

The surety argues that the reasoning of *Far West* warrants exoneration here as well, because “[t]he court interfered with the surety’s investigation into the whereabouts of the defendant by creating an artificial two-year gap in the investigation,” and “[t]his delay, caused by the actions of the court, prevented agents for the surety from apprehending the defendant.” The People assert that this case is not like *Far West*, since here “the Surety failed to do all that was required of it under the terms of the bond,” and the People “did not contribute in any way to the trial court’s error.”

The facts here are not similar to those in *Far West*. Section 1305, subdivisions (f) and (g), specifically addressed the situation in *Far West*, in which the defendant had been in custody but was released due to actions by the prosecuting agency. Subdivisions (f) and (g) mandated that bail be exonerated under those circumstances. Here, by contrast, the surety asked for an extension and the trial court denied that request, which the court has discretion to do pursuant to section 1305.4. Even though the court erred by denying the surety’s request without holding a hearing, whether to grant such a request falls within the court’s discretion when the appropriate procedure is followed. Nothing

in section 1305.4, or any other bail statute we have found, mandates that bail be exonerated under these circumstances.

In sum, the surety has not demonstrated that the action of the court—failing to hold a hearing on the extension request—was the cause of its failure to capture defendant. Moreover, the surety has not demonstrated that prejudice arising from a previously appealed ruling may be challenged in an entirely separate appeal. As such, the surety has not demonstrated reversible error in the court’s denial of the motion to vacate forfeiture and exonerate bail.

DISPOSITION

Affirmed.

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

COLLINS, J.

We concur:

MANELLA, P. J.

WILLHITE, J.