



Garden State CLE  
 21 Winthrop Road • Lawrenceville, New Jersey 08648  
 (609) 895-0046 fax- 609-895-1899  
[Atty2starz@aol.com](mailto:Atty2starz@aol.com)

## Video Course Evaluation Form

Attorney Name \_\_\_\_\_

Atty ID number for Pennsylvania: \_\_\_\_\_

Name of Course You Just Watched \_\_\_\_\_

### Please Circle the Appropriate Answer

Instructors:      Poor              Satisfactory              Good              Excellent

Materials:        Poor              Satisfactory              Good              Excellent

CLE Rating:      Poor              Satisfactory              Good              Excellent

**Required:** When you hear the bell sound, write down the secret word that appears on your screen on this form.

Word #1 was: \_\_\_\_\_ Word #2 was: \_\_\_\_\_

Word #3 was: \_\_\_\_\_ Word #4 was: \_\_\_\_\_

What did you like most about the seminar?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

What criticisms, if any, do you have?

\_\_\_\_\_  
 \_\_\_\_\_

I Certify that I watched, in its entirety, the above-listed CLE Course

Signature \_\_\_\_\_ Date \_\_\_\_\_

**New Jersey Continuing Legal Education Services,  
LLC**

**Bail Forfeitures and Remissions**

**Lesson Plan**

**New Jersey Continuing Legal Education Services**  
**Bail Forfeitures and Remissions**  
**Lesson Plan**

**1. Foundational Issues**

**(a). Right to Bail – In General**

**(1). Superior Court - Rule 3:26-1(a) “All persons, except those charged with crimes punishable by death when the prosecutor presents proof that there is a likelihood of conviction and reasonable grounds to believe that the death penalty may be imposed, shall be bailable before conviction on such terms as, in the judgment of the court, will ensure their presence in court when required. The factors to be considered in setting bail are: (1) the seriousness of the crime charged against defendant, the apparent likelihood of conviction, and the extent of the punishment prescribed by the Legislature; (2) defendant's criminal record, if any, and previous record on bail, if any; (3) defendant's reputation, and mental condition; (4) the length of defendant's residence in the community; (5) defendant's family ties and relationships; (6) defendant's employment status, record of employment, and financial condition; (7) the identity of responsible members of the community who would vouch for defendant's reliability; (8) any other factors indicating defendant's mode of life, or ties to the community or bearing on the risk of failure to appear, and, particularly, the general policy against unnecessary sureties and detention. In its discretion the court may order the release of a person on that person's own recognizance. The court may also impose terms or conditions appropriate to the defendant's release including conditions necessary to protect persons in the community.”**

# **New Jersey Continuing Legal Education Services, Bail Forfeitures and Remissions**

## **Lesson Plan**

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**(2). Municipal Court – Rule 7:4-1** “Every defendant shall have a right to bail before conviction on such terms as, in the judgment of the court, will insure the defendant's presence when required, having regard for the defendant's background, residence, employment and family status and, particularly, the general policy against unnecessary sureties and detention. In its discretion, the court may order defendant's release on defendant's own recognizance and may impose terms or conditions appropriate to such release.”

## **(b). Recognizance and Forfeiture**

**(1). Recognizance Municipal Court – Rule 7:4-3(a)** “A defendant admitted to bail shall, together with the sureties, if any, sign and execute a recognizance before the person authorized to take bail or, if the defendant is in custody, the person in charge of the place of confinement. The recognizance shall contain the terms set forth in R. 1:13-3(b) and shall be conditioned upon the defendant's appearance at all stages of the proceedings until the final determination of the matter, unless otherwise ordered by the court. (Superior Court Rule 3:26-4(a))

# **New Jersey Continuing Legal Education Services**

## **Bail Forfeitures and Remissions**

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**(2). Forfeiture Municipal Court – Rule 7:4-5(a)** “On breach of a condition of a recognizance, the court may forfeit the bail on its own or on the prosecuting attorney's motion. If the court orders bail to be forfeited, the municipal court administrator or deputy court administrator shall immediately forfeit the bail pursuant to R. 7:4-3(e) and shall send notice of the forfeiture by ordinary mail to the municipal attorney, the defendant, and any non-corporate surety or insurer, bail agent, or bail agency whose names appear on the bail recognizance. Notice to any insurer, bail agent, or bail agency shall be sent to the address recorded in the Bail Registry maintained by the Clerk of the Superior Court pursuant to R. 1:13-3. The notice shall direct that judgment will be entered as to any outstanding bail absent a written objection seeking to set aside the forfeiture, which must be filed within 75 days of the date of the notice.” (Superior Court Rule 3:26-6(a)).

### **(c). Vacating Forfeiture**

**Municipal Court - Rule 7:4-5 - (b) Setting Aside.** The court may, upon such conditions as it imposes, direct that an order of forfeiture or judgment be set aside in whole or in part, if required in the interest of justice.

**(c) Enforcement; Remission.** If a forfeiture is not set aside, the court shall, on motion, enter a judgment of default for any outstanding bail, and execution may issue on the judgment. After entry of the judgment, the court may remit the forfeiture in whole or in part in the interest of justice. If, following the court's decision on an objection pursuant to paragraph (a) of this rule, the forfeiture is not set aside or satisfied in whole or in part, the court shall enter judgment for any outstanding bail and, in the absence of satisfaction thereof, execution may issue thereon. (Superior Court Rule 3:26-6(b) and (c)).

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Bail Forfeitures and Remissions  
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**2. Case Law Developments**

**(a). Procedural Issues**

(1) **Burden of Production** - The party seeking to set aside the judgment bears the burden of proving that the remission is justified. *State v. Fields*, 137 N.J. Super. 76, 81 (App. Div. 1975)

(2) **Equity** - The decision to remit and the amount (if any) is equitable in nature and lies in the discretion of the court. *State v. Peace*, 63 N.J. 127, 129 (1973).

(3) **Factors** to consider as developed through the case law

(A). *State v. Hyers*, 122 N.J. Super 177, 180 (App. Div. 1973).

- \* Whether the applicant is a commercial bondsman;
- \* The bondsman's supervision, if any, of defendant during the time of his release;
- \* The bondsman's efforts to insure the return of the fugitive;
- \* The time elapsed between the date ordered for the appearance of defendant and his return to court;
- \* The prejudice, if any, to the State because of the absence of defendant;
- \* The expenses incurred by the State by reason of the default in appearance, the recapture of the fugitive and the enforcement of the forfeiture;
- \* Whether reimbursement of the expenses incurred in (f) will adequately satisfy the interests of justice.

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**(B) Burden of Proof** – “It is defendant's and the surety's burden to prove that it would be inequitable to insist upon [the] forfeiture and that forfeiture is not required in the public interest.” State v. Childs, 208 N.J.Super. 61, 64 (App. Div. 1986).

“Once the State establishes that defendant did not appear and that his bail was forfeited, it becomes the burden of the surety and defendant to prove that it was inequitable to insist on the forfeiture and that forfeiture was not required in the interest of justice.” State v. Fields, 137 N.J.Super. 76, 81(App.Div.1975)

“[S]urety seeking remission ‘bears a heavy burden to show that it has satisfied its essential obligation under the recognizance to secure the defendant's return to custody In fact, the motion judge should “‘ocus’ on the surety's efforts to secure the return of the fugitive defendant.” State v. Mercado, 329 N.J.Super. 265, 271(App.Div.2000).

**(C). Surety’s efforts** (or lack of effort) to secure defendant’s concern is a primary factor. State v. Mercado, 329 N.J. Super. 265, 267-268 (App. Div. 2000).

**(D). No prejudice to the State necessary** – Intangible injury to the State when defendant does not appear for a criminal trial or commits a new crime while a fugitive. Length of time as a fugitive is also a factor. State v. de la Hoya, 359 N.J.Super. 194 (App. Div. 2003).

“In considering remission applications, the trial court must not only take into account the relevant factors but must also explain how it weighed them. We do not intend to suggest a weighted formula applicable to all cases. We do, however, hold that where the surety has made reasonable supervision efforts and has effected recapture by its own efforts, the period of absence is within reasonable limits, and the only negative consideration is the intangible injury to the public, which does not include, in a particular case, the fugitive's commission of another crime while absent, the remission should be substantial.” State v. de la Hoya, 359 N.J.Super. 194, 200 (App. Div. 2003).

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## Bail Forfeitures and Remissions

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(E) Statute of limitations –N.J.S.A. 2A:162-8. Return of amounts paid on forfeited recognizances. “When any court which has ordered or shall order the forfeiture of a recognizance, the amount whereof has been or shall be paid into the county treasury of any county in accordance with law, shall thereafter, in its discretion, order the return of the moneys so paid upon the forfeited recognizance, the treasurer of the county shall thereupon repay the amount of such recognizance, less the taxed costs on the proceedings to forfeit the same, to the recognizer or recognizers or the personal representatives of any deceased recognizer, who shall have paid the same into the county treasury. Application for a return of moneys so paid shall be made to the court within 4 years after the recognizance shall have been declared forfeited.”

## (b). Factual Issues

(1). Deported to another country – (You’ll get nothing and like it!) State v. Ventura, 196 N.J. 203 (2008)

(2). Defendant locked up in another state - State v. Wilson, 395 N.J.Super. 221, 928 A.2d 851 (App. Div. 2007) (abrogates the Court’s decision in State v. Erickson, 154 N.J.Super. 201 (App.Div.1977))

(3). Defendant still a fugitive -(You’ll get nothing and like it!) State v. Harmon, 361 N.J. Super. 250, 255 (App. Div. 2003).

(4). Defendant found in another N.J. jail, with little or no prior supervision or bounty hunter efforts – partial remission . State v. Ramirez, 378 N.J. Super. 355 (App. Div. 2005).

(5). Adequate Supervision but apprehended by the Sheriff - State v. Harris, 382 N.J.Super. 67, 887 A.2d 728 (App. Div. 2005).

(6). Forfeiture based upon breach of condition other than appearing - State v. Korecky, 169 N.J. 364, 375 (2001)



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(7). No notice of failure to appear to surety - State v. Hawkins, 382 N.J.Super. 458 (App. Div. 2006).

(8). Immediate and substantial efforts to recapture - State v. Ruccatano, 388 N.J.Super. 620, 909 A.2d 11 (App. Div. 2006).

(9). Minimal efforts to recapture because defendant was in jail on new charges - State v. Toscano, 389 N.J.Super. 366, 913 A.2d 130 (App. Div. 2007).

(10). Surety is responsible for the State's costs. - In re Midland Ins. Co., 167 N.J.Super. 237, 244 (App.Div.1979)

(11). Material Increase in Risk – “The surety will be discharged as a matter of law where the agreement has been modified without notice and consent and where the modification “materially increases his risk.” State v. Vendrell, 197 N.J.Super. 232, 237 (App.Div.1984).

(12). Motion to revoke bail by surety (increased risk) - State v. Calcagno, 397 N.J.Super. 302, 937 A.2d 314 (App. Div. 2007). See also State v. Ceylan, 352 N.J.Super. 139, 144, 799 A.2d 685 (App.Div.)

(13). Reinstatement due to clerical error - State v. Tuthill, 389 N.J.Super. 144, 912 A.2d 146 (App. Div. 2006).

(14). De-listing agent - In re Preclusion of Brice, 366 N.J.Super. 519, 841 A.2d 927 (App. Div. 2004).

(15). Cash bail proof of ownership - State v. Recanati, 318 N.J.Super. 569, 724 A.2d 814 (App. Div. 1999)

(16). Use of exonerated bail - State v. Giordano, 283 N.J.Super. 323, 661 A.2d 1311 (App. Div. 1995).

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**Bail Forfeitures and Remissions**

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**3. Guidelines – Directive #13-04**

(a). Created in November 2004 as a result of State v. Dillard, 361 N.J.Super. 184, 824 A.2d 1100 (App.Div.2003) and State v. Clayton, 361 N.J.Super. 388, 825 A.2d 1155 (App.Div.2003)

(b). Serve as a starting point when determining what amount, if any, to remit.

(c). Supplement to Directive #13-04

**4. Sample Pleadings**

**(See attached)**

**Nerwinski, Dember & Fox**  
**Counsellors At Law**

*A Limited Liability Company*



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\* Member of the NJ and PA Bars  
\*\* Member of the NJ and NY Bars

November 3, 2008

John Attorney, Esq.  
10 Mockingbird Lane  
Munster, MO

Re: State v. John Doe  
Surety: Allegheny Casualty Ins. Company  
Venue: Lawrence Township Municipal Court.

Dear Mr. Attorney:

As you know, we resolved the above referenced bail forfeiture motions by way of consent. As a result, I am enclosing a copy of a proposed consent orders that meet the requirements of Hon. Paul Catanese, P.J.M.C. of the Lawrence Township Municipal Court.

Please execute the enclosed documents and return them directly to the Lawrence Township Municipal Court (Att: Jean Hunt, Court Administrator), PO Box 6006, Lawrenceville, NJ 08648.

Thank you for your anticipated cooperation in this matter.

Very truly yours,

Kevin P. Nerwinski

cc: Jean Hunt, Court Administrator (via fax 609-844-7156)

Encl.



IT IS FURTHER ORDERED that a copy of this Order shall be served upon all interested Parties, within Seven (7) days of the date of this Order.

\_\_\_\_\_  
P.J.M.C.

I hereby consent to the form  
and entry of this Order

I hereby consent to the form  
and entry of this Order

\_\_\_\_\_  
Kevin P. Nerwinski, Esquire  
Attorney for the Township of Lawrence

\_\_\_\_\_  
Steven D. Janel, Esquire  
Attorney for Sureties ABC Bail Bonds &  
Lexington National Insurance Company

Dated:

Dated:

**LAW OFFICES OF STEVEN D. JANEL**  
 Circle West Office Park, Suite #12  
 1 Pennington-Washington Crossing Road  
 Pennington, NJ 08534  
 (609) 730-8150 FAX (609) 818-1170  
 Attorney for Surety ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF LAWRENCE</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>MERCER COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) W-2005-145
DARYL TAYLOR	:	
	:	BOND NO. 2007AA49684
Defendant	:	
ABC BAIL BONDS, INC.	:	<b>CONSENT ORDER</b>
&	:	
LEXINGTON NATIONAL	:	
INSURANCE COMPANY	:	
	:	
Sureties	:	

THIS MATTER having been opened to the Court on **July 9, 2008**, by Steven D. Janel, Esquire, attorney for the Sureties, and the Court having considered the papers submitted, and Kevin P. Nerwinski, Esquire, attorney for Lawrence Township, having consented thereto, and for good cause shown,

IT IS THEREFORE ORDERED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2008, that said Sureties shall pay the sum of \$\_\_\_\_\_, on or before 30 days hereafter, to the Township of Lawrence; and

IT IS FURTHER ORDERED that the bail forfeiture and/or judgment entered shall be vacated and the bond discharged upon the Court's receipt of the aforesaid payment; and

IT IS FURTHER ORDERED that if the aforesaid amount is not paid within the time period set forth herein, this Consent Order will become null and void, the original amount of the bail bond will be immediately due and owing, and the default judgment previously entered will remain in full force and effect; and

IT IS FURTHER ORDERED that if a forfeiture was ordered but a judgment has not been entered, then the Parties agree to waive the requirement contained in R. 3:26-6(a) & R. 7:4-5 that

a judgment shall not be entered until Seventy Five (75) days after the forfeiture was ordered, and a default judgment shall be entered immediately for the original amount of the bail bond;

IT IS FURTHER ORDERED that a copy of this Order shall be served upon all interested Parties within \_\_\_\_\_ days of the date hereof.

*This is to notify the insurer that if it fails to satisfy a judgment, and until satisfaction is made, it shall be removed from the Bail Registry, and its bail agents and agencies, guarantors, and other persons or entities authorized to administer or manage its bail bond business in this State will have no further authority to act for it, and their names, as acting for the insurer, will be removed from the Bail Registry. In addition, the bail agent or agency, guarantor or other person or entity authorized by the insurer to administer or manage its bail bond business in this State who acted in such capacity with respect to the forfeited bond will be precluded, by removal from the Bail Registry, from so acting for any other insurer until the judgment has been satisfied.*

\_\_\_\_\_  
P.J.M.C.

I hereby consent to the form and entry of this Order

I hereby consent to the form and entry of this Order

\_\_\_\_\_  
Kevin P. Nerwinski, Esquire  
Attorney for the Township of Lawrence

\_\_\_\_\_  
Steven D. Janel, Esquire  
Attorney for Sureties ABC Bail Bonds &  
Lexington National Insurance Company

Dated:

Dated:

LAW OFFICES OF  
**STEVEN D. JANEL**  
CIRCLE WEST OFFICE PARK, SUITE #12  
1 PENNINGTON-WASHINGTON CROSSING ROAD  
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FAX (609) 818-1170  
E-Mail: attorneyjanel@comcast.net

Steven D. Janel, Esquire  
Member NJ & PA Bars

October 19, 2008

Donna M. Kenney, Court Administrator  
Pennsauken Township Municipal Court  
2400 Bethel Avenue  
Pennsauken, NJ 08109

**RE: State v. Clarence Shields, Pennsauken Township Municipal Court  
Summon No.(s): CCP063002**

Dear Ms. Kenney:

I represent Sureties ABC Bail Bonds, Inc. & Lexington National Insurance Company in regard to the above-referenced matters. A Motion to Vacate Default was previously filed with the Court, but has not yet been determined.

Pursuant to our telephone conversation of this date, this matter is presently on the preclusion list. Accordingly, I have enclosed an Order for Stay, which would prevent this matter from causing the Superior Court Clerk from removing my Clients from the Bail Registry. If the Judge needs additional time to determine the Motion to Vacate, I would request that he entered the attached proposed Order staying the default until such time that the instant matter can be decided.

Thank you for your attention to this matter.

Sincerely,

Steven D. Janel

SDJ/png

Enclosures

cc: David Luthman, Esquire, Township Attorney  
Client



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E-Mail: attorneyjanel@comcast.net

Steven D. Janel, Esquire  
Member NJ & PA Bars

July 7, 2008

Jean M. Hunt, Court Administrator  
Lawrence Township Municipal Court  
2207 Lawrence Road, P.O. Box 6006  
Lawrence, NJ 08648  
**VIA HAND DELIVERY**

**RE: State of New Jersey v. Daryl Taylor, Municipal Court of Lawrence Township,  
Mercer County, Complaint No. W-2005-145; Bond #2006AA49999**

Dear Ms. Hunt:

I represent Sureties ABC Bail Bonds, Inc. & Lexington National Insurance Company in regard to the above-referenced matter(s).

Enclosed please find Notice(s) of Motion to Vacate Forfeiture of Bail Pursuant to R. 7:4-5(b) and for Exoneration Pursuant to R. 7:4-6 as to the above-referenced matters.

Thank you for your attention to this matter. Please contact me with any questions.

Sincerely,

Steven D. Janel

SDJ/png  
Enclosures  
cc: Kevin P. Nerwinski, Esquire, Township Attorney  
Client

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 Pennington, NJ 08534  
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 Attorney for Surety ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF LAWRENCE</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>MERCER COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) H036373, 74, 75, 76 & 77
FRED SCOTT	:	
	:	BOND NO. 2007CC5457
Defendant	:	
	:	<b>CERTIFICATION OF SURETY IN SUPPORT</b>
ABC BAIL BONDS, INC.	:	<b>NOTICE OF MOTION</b>
&	:	
LEXINGTON NATIONAL	:	
INSURANCE COMPANY	:	
	:	
Sureties	:	

Warren B. Lassin, being of full age, hereby certifies:

1. I am employed by Surety ABC Bail Bonds, Inc. as the Fugitive Recovery Administrator, and am an agent of the Corporate Surety, Lexington National Insurance Company. As such I am familiar with the facts and circumstances of the within matter.

2. On February 22, 2007, the above Sureties posted a \$2,500.00 bail with the Court on behalf of Defendant, securing his release from incarceration. We received his assurances that he would appear at all scheduled court appearances, and maintained contact with and were kept apprised as to his whereabouts while he remained free on bail. Our supervision methods included a requirement that the Defendant maintain regular contact with us by telephone, mail & in person. There is also a requirement that the Defendant confirm that he will be appearing in Court One (1) week prior to the scheduled Court appearance, during which time the importance of appearing in court (and the repercussions of failing to appear) are again reiterated to the Defendant. All of these methods were utilized in regard to this Defendant.

3. On April 24, 2007, Defendant failed to appear for a scheduled Court hearing, and the bail was forfeited by the Honorable Paul Catanese, J.M.C. by Notice of Bail Forfeiture dated

May 16, 2007, which was received by our office shortly thereafter; Judge Catanese also issued warrants for his arrest.

4. Upon our receipt of the Notice of Bail Forfeiture, we immediately took action to ascertain Defendant's whereabouts and take him into custody. Unfortunately, the Three (3) week delay in issuing the Bail Forfeiture Notice hampered efforts to apprehend the Defendant, as it allowed the trail "to get cold". Despite significant surveillance and investigation, Tri-State agents were unable to apprehended prior to his arrest by the Trenton Police Department on December 28, 2007. A new bail in the amount of \$5,000.00 was set by the Court and posted by the Defendant on that date.

5. In the interim, a default judgment was entered on August 29, 2007, and satisfied by the Sureties on October 16, 2008.

6. R. 7:4-5(b) directs that a default judgment of bail forfeiture may be set aside "in the interest of justice."

7. Instantly, the Sureties undertook necessary steps to ensure Defendant's Court appearances after bail was posted, and remedy the situation thereafter. Moreover, the Defendant was a fugitive for only approximately Seven (7) months. It is our understanding that the State suffered no prejudice in the underlying criminal trial due to the Defendant's failure to appear; further, it is asserted that the State's expenses incurred as a result of the same, if there are any, are minimal.

7. As For these reasons, it is requested that this Honorable Court vacate the forfeiture of the \$2,500.00 bail bond executed on behalf of Defendant by Sureties ABC Bail Bonds, Inc. and Lexington National Insurance Company, and that said Sureties be granted full remission thereof.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

DATED:

---

Warren B. Lassin

**LAW OFFICES OF STEVEN D. JANEL**  
 Circle West Office Park, Suite #12  
 1 Pennington-Washington Crossing Road  
 Pennington, NJ 08534  
 (609) 730-8150 FAX (609) 818-1170  
 Attorney for Surety ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF LAWRENCE</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>MERCER COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) H036373, 74, 75, 76 & 77
FRED SCOTT	:	
	:	BOND NO. 2007CC5457
Defendant	:	
ABC BAIL BONDS, INC.	:	<b>NOTICE OF MOTION TO VACATE</b>
&	:	<b>JUDGMENT OF DEFAULT ON BAIL</b>
LEXINGTON NATIONAL	:	<b>FORFEITURE PURSUANT TO</b>
INSURANCE COMPANY	:	<b>R. 7:4-5(c) AND FOR REMISSION</b>
Sureties	:	

TO: Kevin Nerwinski, Esquire, Township Attorney  
 Lawrence Township  
 2207 Lawrence Road, P.O. Box 6006  
 Lawrenceville, NJ 08648

PLEASE TAKE NOTICE that on a date and a time to be scheduled by the Court, or as counsel may be heard, the undersigned, attorney for Sureties ABC Bail Bonds, Inc. and Lexington National Insurance Company, will move before the Municipal Court of Lawrence Township for an Order vacating bail forfeiture pursuant to R. 7:4-5(b) and for exoneration of bail pursuant to R. 7:4-6. The undersigned will rely on the attached Certification(s) and their corresponding exhibits, if any.

A proposed form of Order is attached hereto.

Pursuant to Rule 1:6-2(d), the undersigned requests oral argument only if an opposition to the relief requested is filed.

**LAW OFFICES OF STEVEN D. JANEL**

BY: \_\_\_\_\_  
 Steven D. Janel, Esquire  
 Attorney for Sureties ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

DATED:

**LAW OFFICES OF STEVEN D. JANEL**  
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 1 Pennington-Washington Crossing Road  
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 Attorney for Surety ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

---

STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF LAWRENCE</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>MERCER COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) H036373, 74, 75, 76 & 77
FRED SCOTT	:	
	:	BOND NO. 2007CC5457
Defendant	:	
ABC BAIL BONDS, INC.	:	<b>ORDER</b>
&	:	
LEXINGTON NATIONAL	:	
INSURANCE COMPANY	:	
Sureties	:	

---

This matter having been opened to the Court by Steven D. Janel, Esquire, attorney for Sureties ABC Bail Bonds, Inc. and Lexington National Insurance Company, on an application to vacate judgment of default on bail forfeiture pursuant to R. 7:4-5(b) and to exonerate bail pursuant to R. 7:4-6, and the Court having considered the moving papers, and matters of record, and for good cause shown;

IT IS this            day of            , 2007;

1. Ordered that the Court hereby vacates the \$2,500.00 default judgment on bail forfeiture executed on behalf of Defendant by Sureties ABC Bail Bonds, Inc. and Lexington National Insurance Company; and
2. Ordered that the Sureties are granted remission in the full amount previously paid.

IT IS FURTHER ORDERED that a copy of this Order shall be served upon all interested parties within Seven (7) days of the date of this Order.

\_\_\_\_\_  
 P.J.M.C.

**LAW OFFICES OF STEVEN D. JANEL**  
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 Pennington, NJ 08534  
 (609) 730-8150 FAX (609) 818-1170  
 Attorney for Surety ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF LAWRENCE</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>MERCER COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) H036373, 74, 75, 76 & 77
FRED SCOTT	:	
	:	BOND NO. 2007CC5457
Defendant	:	
ABC BAIL BONDS, INC.	:	<b>PROOF OF SERVICE</b>
&	:	
LEXINGTON NATIONAL	:	
INSURANCE COMPANY	:	
Sureties	:	

Steven D. Janel, Esquire, does hereby certify:

- I am the attorney for the Sureties in the above-captioned matter.
- On **January \_\_, 2008**, I did file the original of this Notice of Motion with supporting documentation, before the Lawrence Township Municipal Court, with the Jean Hunt, Court Administrator, Lawrence Township Municipal Court, 2207 Lawrence Road, Lawrenceville, NJ 08648 via U.S. First Class mail, as well as to the following:

Kevin Nerwinski, Esquire, Township Attorney  
 Lawrence Township  
 2207 Lawrence Road, P.O. Box 6006  
 Lawrenceville, NJ 08648

- I hereby certify that the foregoing statements made by me are true; I am aware that if any of the foregoing statements are false, I am subject to punishment.

**LAW OFFICES OF STEVEN D. JANEL**

BY: \_\_\_\_\_  
 Steven D. Janel, Esquire  
 Attorney for Sureties ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

**DATED:**

**LAW OFFICES OF STEVEN D. JANEL**  
 Circle West Office Park, Suite #12  
 1 Pennington-Washington Crossing Road  
 Pennington, NJ 08534  
 (609) 730-8150 FAX (609) 818-1170  
 Attorney for Surety ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF LAWRENCE</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>MERCER COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) H036373, 74, 75, 76 & 77
FRED SCOTT	:	
	:	BOND NO. 2007CC5457
Defendant	:	
ABC BAIL BONDS, INC.	:	<b>R. 1:4-4 CERTIFICATION OF COUNSEL</b>
&	:	
LEXINGTON NATIONAL	:	
INSURANCE COMPANY	:	
Sureties	:	

Steven D. Janel, Esquire, being of full age, hereby states:

1. I am the attorney for the Sureties in the above-captioned matter.
2. A Certification with a facsimile signature is presented in support of my Client's position.
3. The person signing the Certification acknowledged the genuineness of the signature.
4. The Certification with the original signature affixed will be filed if requested by the Court or a party.

I certify the statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

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 Steven D. Janel, Esquire  
 Attorney for Sureties ABC Bail Bonds, Inc. and  
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DATED:

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 (609) 730-8150 FAX (609) 818-1170  
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STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF LAWRENCE</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>MERCER COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) H036373, 74, 75, 76 & 77
FRED SCOTT	:	
	:	BOND NO. 2007CC5457
Defendant	:	
	:	<b>MEMORANDUM OF LAW IN SUPPORT OF</b>
ABC BAIL BONDS, INC.	:	<b>NOTICE OF MOTION TO VACATE</b>
&	:	<b>JUDGMENT OF DEFAULT ON BAIL</b>
LEXINGTON NATIONAL	:	<b>FORFEITURE PURSUANT TO</b>
INSURANCE COMPANY	:	<b>R. 7:4-5(c) AND FOR REMISSION</b>
	:	
Sureties	:	

R. 7:4-5(c), following R. 3:26-6(b), provides that a Court may direct that a forfeiture of bail be set aside “if its enforcement is not required in the interest of justice, upon such conditions it imposes. The factors which a court should consider in determining whether to vacate a forfeiture are (1) applicant’s status as a commercial bondsman; (2) the surety’s supervision, if any, of defendant upon their release; (3) the surety’s effort to ensure the return of the fugitive; (4) the time elapsed between the date ordered for the defendant’s appearance and their return to court; (5) the prejudice to the state; (6) the expenses incurred by the State due to the non-appearance; and whether the reimbursement of the expenses will adequately satisfy the interests of justice. State v. Hyers, 122 N.J.Super. 177, 180 (App.Div.1973). The applicant to set aside a forfeiture bears the burden of proving that a failure to vacate a bail forfeiture would be against public interests and inequitable. State v. Childs, 208 N.J.Super. 61, 63 (App.Div.1986).

A critical factor which the Court must consider regarding remission of bail are the results and the extent of the surety’s efforts to apprehend the fugitive. State v. Mercado, 329 N.J.Super.265 (App.Div.2000). The Mercado Court emphasized:



[T]he Court's primary focus, especially when the defendant has remained a fugitive for a significant period of time, should be on the surety's efforts to secure the defendant's return, rather than upon the expenses incurred by the State as a result of the defendant's failure to appear or the prejudice to the State's case caused by the defendant's absence.

Id. at 271. If the surety can establish that it made reasonable efforts to secure the defendant's return to custody after a substantial period of time, the burden which shift to the State to produce evidence of additional costs incurred and prejudice in prosecution. Id. at 270-71.

Recently, the Appellate Division had the opportunity to address situations where a fugitive defendant is apprehended within a relatively short period of time following the failure to appear. In State v. Clayton, 361 N.J.Super.388, 394 (App.Div.2003), the Court held that a surety is entitled to remission of 100% of costs expended in the apprehending of the fugitive, and thereafter 95% of the balance of the bail which remains after the costs were deducted. Id. However, in instances where the surety apprehends the fugitive and files an objection to entry of default or a formal motion within Seventy Five (75) days, full remission is warranted. Id. at 396-97.

Moreover, under Administrative Directive #13-03 Remittitur Guidelines, issued by the AOC, it is suggested that the Sureties are entitled to reimbursement for its fugitive recovery costs, as well as 95% of the balance thereof, as (1) the Sureties provided close ongoing supervision; (2) the Sureties made immediate attempts to recapture after the failure to appear; and (3) Defendant did not commit a new crime while a fugitive.

Accordingly, under Clayton and Administrative Directive #13-04, a full vacation of the forfeiture is appropriate.

**LAW OFFICES OF STEVEN D. JANEL**

BY: \_\_\_\_\_  
Steven D. Janel, Esquire  
Attorney for Sureties ABC Bail Bonds, Inc. and  
Lexington National Insurance Company

**DATED:**

**LAW OFFICES OF STEVEN D. JANEL**  
 Circle West Office Park, Suite #12  
 1 Pennington-Washington Crossing Road  
 Pennington, NJ 08534  
 (609) 730-8150 FAX (609) 818-1170  
 Attorney for Surety ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF LAWRENCE</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>MERCER COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) W-2005-145
DARYL TAYLOR	:	
	:	BOND NO. 2007AA49684
Defendant	:	
	:	
ABC BAIL BONDS, INC.	:	<b>NOTICE OF MOTION TO VACATE</b>
&	:	<b>JUDGMENT OF DEFAULT ON BAIL</b>
LEXINGTON NATIONAL	:	<b>FORFEITURE PURSUANT TO</b>
INSURANCE COMPANY	:	<b>R. 7:4-5(b) AND FOR EXONERATION</b>
	:	<b>PURSUANT TO R. 7:4-6</b>
Sureties	:	

TO: Kevin Nerwinski, Esquire, Township Attorney  
 Lawrence Township  
 2207 Lawrence Road, P.O. Box 6006  
 Lawrenceville, NJ 08648

PLEASE TAKE NOTICE that on a date and a time to be scheduled by the Court, or as counsel may be heard, the undersigned, attorney for Sureties ABC Bail Bonds, Inc. and Lexington National Insurance Company, will move before the Municipal Court of Lawrence Township for an Order vacating bail forfeiture pursuant to R. 7:4-5(b) and for exoneration of bail pursuant to R. 7:4-6. The undersigned will rely on the attached Certification(s) and their corresponding exhibits, if any.

A proposed form of Order is attached hereto.

Pursuant to Rule 1:6-2(d), the undersigned requests oral argument only if an opposition to the relief requested is filed.

**LAW OFFICES OF STEVEN D. JANEL**

BY: \_\_\_\_\_  
 Steven D. Janel, Esquire  
 Attorney for Sureties ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

DATED:



**LAW OFFICES OF STEVEN D. JANEL**  
 Circle West Office Park, Suite #12  
 1 Pennington-Washington Crossing Road  
 Pennington, NJ 08534  
 (609) 730-8150 FAX (609) 818-1170  
 Attorney for Surety ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF LAWRENCE</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>MERCER COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) W-2005-145
DARYL TAYLOR	:	
	:	BOND NO. 2007AA49684
Defendant	:	
	:	<b>CERTIFICATION OF SURETY IN SUPPORT</b>
ABC BAIL BONDS, INC.	:	<b>NOTICE OF MOTION</b>
&	:	
LEXINGTON NATIONAL	:	
INSURANCE COMPANY	:	
	:	
Sureties	:	

Warren B. Lassin, being of full age, hereby certifies:

1. I am employed by Surety ABC Bail Bonds, Inc. as the Fugitive Recovery Administrator, and am an agent of the Corporate Surety, Lexington National Insurance Company. As such I am familiar with the facts and circumstances of the within matter.

2. On March 1, 2007, the above Sureties posted a \$2,500.00 bail with the Court on behalf of Defendant, securing his release from incarceration. We received his assurances that he would appear at all scheduled court appearances, and maintained contact with and were kept apprised as to his whereabouts while he remained free on bail. Our supervision methods included a requirement that the Defendant maintain regular contact with us by telephone, mail & in person. There is also a requirement that the Defendant confirm that he will be appearing in Court One (1) week prior to the scheduled Court appearance, during which time the importance of appearing in court (and the repercussions of failing to appear) are again reiterated to the Defendant. All of these methods were utilized in regard to this Defendant.

3. On April 29, 2008, Defendant failed to appear for a scheduled Court hearing, and the bail was forfeited by the Honorable Paul Catanese, J.M.C. by Notice of Bail Forfeiture dated

May 9, 2008, which was received by our office shortly thereafter; Judge Catanese also issued warrants for his arrest.

4. Upon our receipt of the Notice of Bail Forfeiture, we immediately took action to ascertain Defendant's whereabouts and take him into custody. We also retained the services of Tri-State Investigations to assist in locating and apprehending said Defendant, at significant expense. Investigation revealed that the Defendant was apprehended on a traffic stop and lodged at the Mercer County Correctional Facility on June 13, 2008.

5. R. 7:4-5(b) directs that a default judgment of bail forfeiture may be set aside "in the interest of justice."

6. Instantly, the Sureties undertook necessary steps to ensure Defendant's Court appearances after bail was posted, and remedy the situation thereafter. Moreover, the Defendant was a fugitive for only Thirty Five (35). It is our understanding that the State suffered no prejudice in the underlying criminal trial due to the Defendant's failure to appear; further, it is asserted that the State's expenses incurred as a result of the same, if there are any, are minimal.

7. For these reasons, it is requested that this Honorable Court vacate the forfeiture of the \$2,500.00 bail bond executed on behalf of Defendant by Sureties ABC Bail Bonds, Inc. and Lexington National Insurance Company, and that said Sureties be exonerated from bail in the above-referenced matter.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

DATED:

---

Warren B. Lassin

**LAW OFFICES OF STEVEN D. JANEL**  
 Circle West Office Park, Suite #12  
 1 Pennington-Washington Crossing Road  
 Pennington, NJ 08534  
 (609) 730-8150 FAX (609) 818-1170  
 Attorney for Surety ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF LAWRENCE</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>MERCER COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) W-2005-145
DARYL TAYLOR	:	
	:	BOND NO. 2007AA49684
Defendant	:	
	:	<b>PROOF OF SERVICE</b>
ABC BAIL BONDS, INC.	:	
&	:	
LEXINGTON NATIONAL	:	
INSURANCE COMPANY	:	
	:	
Sureties	:	

Steven D. Janel, Esquire, does hereby certify:

- I am the attorney for the Sureties in the above-captioned matter.
- On **June \_\_, 2008**, I did file the original of this Notice of Motion with supporting documentation, before the Lawrence Township Municipal Court, with the Jean Hunt, Court Administrator, Lawrence Township Municipal Court, 2207 Lawrence Road, Lawrenceville, NJ 08648 via U.S. First Class mail, as well as to the following:

Kevin Nerwinski, Esquire, Township Attorney  
 Lawrence Township  
 2207 Lawrence Road, P.O. Box 6006  
 Lawrenceville, NJ 08648

- I hereby certify that the foregoing statements made by me are true; I am aware that if any of the foregoing statements are false, I am subject to punishment.

**LAW OFFICES OF STEVEN D. JANEL**

BY: \_\_\_\_\_  
 Steven D. Janel, Esquire  
 Attorney for Sureties ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

**DATED:**

**LAW OFFICES OF STEVEN D. JANEL**  
 Circle West Office Park, Suite #12  
 1 Pennington-Washington Crossing Road  
 Pennington, NJ 08534  
 (609) 730-8150 FAX (609) 818-1170  
 Attorney for Surety ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF LAWRENCE</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>MERCER COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) W-2005-145
DARYL TAYLOR	:	
	:	BOND NO. 2007AA49684
Defendant	:	
	:	<b>R. 1:4-4 CERTIFICATION OF COUNSEL</b>
ABC BAIL BONDS, INC.	:	
&	:	
LEXINGTON NATIONAL	:	
INSURANCE COMPANY	:	
	:	
Sureties	:	

Steven D. Janel, Esquire, being of full age, hereby states:

1. I am the attorney for the Sureties in the above-captioned matter.
2. A Certification with a facsimile signature is presented in support of my Client's position.
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I certify the statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
 Steven D. Janel, Esquire  
 Attorney for Sureties ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

DATED:

**LAW OFFICES OF STEVEN D. JANEL**  
 Circle West Office Park, Suite #12  
 1 Pennington-Washington Crossing Road  
 Pennington, NJ 08534  
 (609) 730-8150 FAX (609) 818-1170  
 Attorney for Surety ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF LAWRENCE</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>MERCER COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) H36051
DARYL TAYLOR	:	
	:	BOND NO. 2007AA49684
Defendant	:	
	:	<b>MEMORANDUM OF LAW IN SUPPORT OF</b>
ABC BAIL BONDS, INC.	:	<b>NOTICE OF MOTION TO VACATE</b>
&	:	<b>JUDGMENT OF DEFAULT ON BAIL</b>
LEXINGTON NATIONAL	:	<b>FORFEITURE PURSUANT TO</b>
INSURANCE COMPANY	:	<b>R. 7:4-5(b) AND FOR EXONERATION</b>
	:	<b>PURSUANT TO R. 7:4-6</b>
Sureties	:	

R. 7:4-5(b), following R. 3:26-6(b), provides that a Court may direct that a forfeiture of bail be set aside “if its enforcement is not required in the interest of justice, upon such conditions it imposes. The factors which a court should consider in determining whether to vacate a forfeiture are (1) applicant’s status as a commercial bondsman; (2) the surety’s supervision, if any, of defendant upon their release; (3) the surety’s effort to ensure the return of the fugitive; (4) the time elapsed between the date ordered for the defendant’s appearance and their return to court; (5) the prejudice to the state; (6) the expenses incurred by the State due to the non-appearance; and whether the reimbursement of the expenses will adequately satisfy the interests of justice. State v. Hyers, 122 N.J.Super. 177, 180 (App.Div.1973). The applicant to set aside a forfeiture bears the burden of proving that a failure to vacate a bail forfeiture would be against public interests and inequitable. State v. Childs, 208 N.J.Super. 61, 63 (App.Div.1986).

A critical factor which the Court must consider regarding remission of bail are the results and the extent of the surety’s efforts to apprehend the fugitive. State v. Mercado, 329 N.J.Super.265 (App.Div.2000). The Mercado Court emphasized:



[T]he Court's primary focus, especially when the defendant has remained a fugitive for a significant period of time, should be on the surety's efforts to secure the defendant's return, rather than upon the expenses incurred by the State as a result of the defendant's failure to appear or the prejudice to the State's case caused by the defendant's absence.

Id. at 271. If the surety can establish that it made reasonable efforts to secure the defendant's return to custody after a substantial period of time, the burden which shift to the State to produce evidence of additional costs incurred and prejudice in prosecution. Id. at 270-71.

Recently, the Appellate Division had the opportunity to address situations where a fugitive defendant is apprehended within a relatively short period of time following the failure to appear. In State v. Clayton, 361 N.J.Super.388, 394 (App.Div.2003), the Court held that a surety is entitled to remission of 100% of costs expended in the apprehending of the fugitive, and thereafter 95% of the balance of the bail which remains after the costs were deducted. Id. However, in instances where the surety apprehends the fugitive and files an objection to entry of default or a formal motion within Seventy Five (75) days, full remission is warranted. Id. at 396-97.

Moreover, under Administrative Directive #13-03 Remittitur Guidelines, issued by the AOC, it is suggested that the Sureties are entitled to reimbursement for its fugitive recovery costs, as well as 95% of the balance thereof, as (1) the Sureties provided close ongoing supervision; (2) the Sureties made immediate attempts to recapture after the failure to appear; and (3) Defendant did not commit a new crime while a fugitive.

Accordingly, under Clayton and Administrative Directive #13-04, a full vacation of the forfeiture is appropriate.

**LAW OFFICES OF STEVEN D. JANEL**

BY: \_\_\_\_\_  
Steven D. Janel, Esquire  
Attorney for Sureties ABC Bail Bonds, Inc. and  
Lexington National Insurance Company

**DATED:**

**LAW OFFICES OF STEVEN D. JANEL**  
 Circle West Office Park, Suite #12  
 1 Pennington-Washington Crossing Road  
 Pennington, NJ 08534  
 (609) 730-8150 FAX (609) 818-1170  
 Attorney for Surety ABC Bail Bonds, Inc. and  
 Lexington National Insurance Company

STATE OF NEW JERSEY	:	<b>MUNICIPAL COURT OF PENNSAUKEN</b>
	:	<b>TOWNSHIP</b>
Plaintiff	:	<b>CAMDEN COUNTY</b>
v.	:	
	:	COMPLAINT NO.(S) CCP063002
CLARENCE SHIELDS	:	
	:	BOND NO. 2008AA48832
Defendant	:	
	:	<b>ORDER FOR STAY OF SATISFACTION OF</b>
ABC BAIL BONDS, INC.	:	<b>JUDGMENT</b>
&	:	
LEXINGTON NATIONAL	:	
INSURANCE COMPANY	:	
	:	
Sureties	:	

This matter having been opened to the Court by Steven D. Janel, Esquire, attorney for Sureties ABC Bail Bonds, Inc. and Lexington National Insurance Company, on an application to vacate bail forfeiture pursuant to R. 7:4-5(c) and to exonerate bail pursuant to R. 7:4-6, and the Court having considered the moving papers, and matters of record, and for good cause shown;

IT IS THEREFORE ORDERED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2008, that the requirements for satisfaction of judgment in the instant matter, as set forth under R. 1:13-3(e)(2), are hereby stayed/extended through December 1, 2008.

IT IS FURTHER ORDERED that a copy of this Order shall be served upon all Parties within \_\_\_\_\_ days of the date hereof by Sureties counsel.

\_\_\_\_\_  
 J.M.C.

\_\_\_\_\_ Uncontested

\_\_\_\_\_ Contested

**Nerwinski, Dember & Fox, LLC**  
 Counsellors at Law  
 600 Lawrence Road  
 Lawrenceville, New Jersey 08648  
 (609) 530-9301  
 Attorneys for the Township of Lawrence

<p><b>State of New Jersey,</b></p> <p style="text-align: center;">Plaintiff</p> <p>v.</p> <p><b>John Doe,</b></p> <p style="text-align: center;">Defendant</p>	<p style="text-align: center;">Lawrence Township Municipal Court Mercer County</p> <p style="text-align: center;">Case No. CC 000000</p> <p style="text-align: center;"><b>Consent Order Vacating Bail Forfeiture and/or Judgment, Exonerate the Surety and Discharge the Bond</b></p>
<p>Allegheny Casualty Insurance Company</p>	<p>Recognizance No.          Total of Bond: \$1000.00          Power No. 0000-000</p>

**THIS MATTER HAVING** been opened to the Court by, **John Attorney,**  
**Esq.,** attorney for the Surety, for an Order Vacating a Bail Forfeiture and/or  
 Judgment, Exonerate the Surety and Discharge the Bond, and the Court having  
 considered the papers submitted, and Counsel having consented hereto, and for  
 good cause shown,

**IT IS ON THIS**             day of                     , 2008, **ORDERED** that the  
 Surety shall pay the sum of **\$100.00** on or before \_\_\_\_\_, which  
 sum shall be paid to the Township of Lawrence; and

**IT IS FURTHER ORDERED** that the bail forfeiture and/or judgment entered shall be vacated and the bond discharged upon the Township's receipt of the aforesaid payment; and

**IT IS FURTHER ORDERED** that if the aforesaid amount is not paid to the Township of Lawrence within the time set forth herein, this consent order will become null and void, the original amount of the bail bond will be immediately due and owing to the Township of Lawrence, and a default judgment previously entered will remain in full force and effect; and

**IT IS FURTHER ORDERED** that if a forfeiture was ordered but a judgment has not been entered, then the parties agree to waive the requirement contained in R.3:26-6(a) that a judgment not be entered until 75 days after the forfeiture was ordered, and a default judgment shall be entered immediately for the original amount of the bail bond; and

**IT IS FURTHER ORDERED** that a copy of this Order shall be served upon all parties within 10 days of the date hereof.

*This is to notify the insurer, if applicable to this matter, that if it fails to satisfy a judgment, and until satisfaction is made, it shall be removed from the Bail Registry and its bail agents and agencies, guarantors, and other persons or entities authorized to administer or manage its bail bond business in this State will have no*

*further authority to act for it, and their names, as acting for the insurer, will be removed from the Bail Registry. In addition the bail agent or agency, guarantor or other person or entity authorized by the insurer to administer or manage its bail bond business in this State who acted in such capacity with respect to the forfeited bond will be precluded, by removal from the Bail Registry, from so acting for any other insurer until the judgment has been satisfied.*

\_\_\_\_\_  
Paul Catanese, P.J.M.C.

We hereby consent to the form  
and entry of this Order

\_\_\_\_\_  
Kevin P. Nerwinski, Esq.  
Attorney for the Township of Lawrence

\_\_\_\_\_  
John Attorney, Esq.  
Attorney for the Surety

Dated:

Dated: