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**MAKING BAIL IN NEW YORK CITY:
COMMERCIAL BONDS AND CASH BAIL**

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MAKING BAIL IN NEW YORK CITY

LIST OF TABLES	ii
LIST OF FIGURES	iii
ACKNOWLEDGEMENTS	iv
I. INTRODUCTION	1
A. Background Of The Study	1
B. Forms Of Bail In New York	3
C. Review Of Research	4
D. Research Questions	7
II. METHODOLOGY	9
A. Third Quarter 2005 Dataset	9
B. Additional Data Collected For The Current Research	9
C. Plan Of Analysis	11
III. FORM OF BAIL MAKING	13
IV. COMMERCIAL BONDS:	
SUPPLEMENTARY DATA FOR BROOKLYN AND MANHATTAN.....	19
A. The Principals: Insurance Company, Agent, And Indemnitor.....	19
B. Bond Amount.....	24
C. Premiums And Other Fees.....	25
D. Financial And Other Conditions	30
V. CASH BAIL	39
A. Characteristics Of Cash Bail Sureties	39
B. Cash Bail Amount.....	41
C. Spatial Relationships:	
Bail Posting, Inmate Housing, And Surety Residence	42
VI. CORRELATES OF THE FORM OF BAIL	49
A. Time To Release	49
B. Bail Amount And Cash Alternative.....	51
C. Factors Relating To Charge	58
D. CJA Recommendation	61
VII. MULTIVARIATE ANALYSIS OF FACTORS	
AFFECTING THE FORM OF BAIL	63
VIII. SUMMARY, DISCUSSION, AND IMPLICATIONS	67
REFERENCES.....	75
APPENDIX A Sample Source Documents	79
APPENDIX B Statistical Procedures.....	97

LIST OF TABLES

Table 1	Bail Status Leaving Arraignment By Borough	13
Table 2	Type Of Release Prior To Disposition Or By December 31, 2005	14
Table 3	Form Of Bail Posted By Borough	15
Table 4	Insurance Companies Underwriting Bonds.....	19
Table 5	Number Of Bonds By Bond Agent And Insurance Company	21
Table 6	Number And Percent Of Bonds By Location Of Bond Agents And Borough.....	22
Table 7	Indemnitor-Defendant Relationship	23
Table 8	Bond Agents' Fees By Bond Amount And Borough	26
Table 9	Type Of Collateral By Borough	30
Table 10	Amount Of Cash Collateral	33
Table 11	Weekly Reporting Requirement By Bond Amount	36
Table 12	Weekly Reporting Requirement By Borough	36
Table 13	Weekly Reporting Requirement By Insurance Underwriter	36
Table 14	Weekly Reporting Requirement By Bond Agent.....	37
Table 15	Surety-Defendant Relationship	40
Table 16	Bail Posting Location By Facility Housing Inmate.....	44
Table 17	Bail Posting Location By Surety's Residence.....	45
Table 18	Bail Posting Location By Surety's Residence And Facility Housing Inmate	47
Table 19	Length Of Time To Release On Bail By Form Of Bail	50
Table 20	Form of Bail By Amount Set At Arraignment	51
Table 21	Offer Of Cash Alternative By Borough	53
Table 22	Size Of Cash Discount By Borough.....	55
Table 23	Offer Of Cash Alternative By Bond Amount.....	56
Table 24	Form Of Bail By Bail Amount Set At Arraignment And Charge Severity.....	59
Table 25	Form Of Bail By Selected Offense Types.....	60
Table 26	Form Of Bail By CJA Recommendation	61
Table 27	Cases With A Positive CJA Recommendation And Released On A Bond	62
Table 28	Logistic Regression Model Of Bail Made By Bond	65

LIST OF FIGURES

Figure 1	Release Status, Type Of Release, And Form Of Bail Posted.....	17
Figure 2	Bail Amount And Proportion Made By Bond (\$1,000+).....	18
Figure 3	Face Amount Of Bond By Borough.....	24
Figure 4	Level Of Bond Fee By Borough, Bond Company, And Bond Agent.....	29
Figure 5	Type Of Collateral By Borough.....	31
Figure 6	Type Of Collateral By Bond Amount.....	31
Figure 7	Median Bond Amount By Type Of Collateral And Borough.....	32
Figure 8	Cash Collateral As Proportion Of Bond Amount.....	34
Figure 9	Cash Collateral As Proportion Of Bond Amount By Borough, Insurance Underwriter, And Bond Agent.....	35
Figure 10	Residence Of Sureties Posting Cash Bail.....	39
Figure 11	Amount Of Cash Bail Posted.....	41
Figure 12	Location Of Cash Bail Posting By Borough Of Prosecution.....	43
Figure 13	Number Of Days From Arraignment To Release By Form Of Bail.....	49
Figure 14	Form Of Bail By Amount Set At Arraignment And Borough.....	52
Figure 15	Bail Made By December 31, 2005, By Cash Alternative And Borough.....	53
Figure 16	Form Of Bail By Cash Alternative And Borough.....	54
Figure 17	Form Of Bail By Size Of Cash Discount.....	55
Figure 18	Form Of Bail By Size Of Cash Discount (Excluding Cases With Bond Set At Arraignment Less Than \$1,000).....	57
Figure 19	Form Of Bail By Severity Of Top Arraignment Charge.....	58
Figure 20	Release Outcomes For Cases With Bond Less Than \$1,000.....	71

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I. INTRODUCTION

A. Background Of The Study

Nationally, the commercial bail bond industry has seen enormous growth since the early 1990s, according to data from the Bureau of Justice Statistics¹. At the same time, the industry has come under attack from critics as diverse as the National Association of Pretrial Services Agencies (NAPSA 2009, 2004), the American Bar Association (ABA 2007), and the National District Attorneys Association (NDAA 1991). While bail bondsmen claim to be performing a public service at no cost to taxpayers (Block 2005, Warnken 2002), the critics argue that it is no public service for defendants to be required to pay a non-refundable fee to secure release, and that justice is not served when a decision that should be made by the courts is appropriated by commercial interests (see also Kennedy and Henry 1996). These and other criticisms of the commercial surety system have led to its abolition in four states: Illinois, Kentucky, Oregon, and Wisconsin.² For the same reasons, commercial bail bonds are virtually unknown (and are often illegal) outside the United States, with the sole exception of the Philippines.³

For many years it has been far more common in New York City for bail to be made in cash rather than by posting a bond, even though New York's Criminal Procedure Law §520.10.1(b) names "insurance company bail bonds" as an authorized form of bail. However, exact numbers are difficult to obtain. There has been no research on the role of commercial bonds in the City since the 1980s, when bondsmen had nearly disappeared from courtrooms in the five boroughs. The national growth experienced by the industry in recent decades suggests that it is time for another look at how defendants post bail in New York City.

Prior to beginning this research, there were hints that commercial bail bondsmen might have begun re-establishing their presence in the City within the past few years. Bail bond fees have risen from 5% in the 1980s to 10% today (less on amounts over \$3,000).⁴ It stands to reason that the opportunity for better profits might attract more practitioners. Moreover, court personnel we spoke to were almost unanimously of the opinion that bonds are much more common than they once were.

¹ The latest data available from State Court Processing Statistics (SCPS), the biennial survey conducted by BJS, are from 2004 (Kyckelhahn and Cohen 2008). In a special report on pretrial release using SCPS data from 1990 through 2004, BJS statisticians found that "Surety bonds surpassed release on recognizance in 1998 as the most common type of pretrial release" (Cohen and Reaves 2007, p. 2). In 2004, surety bonds were used for 43% of releases, compared to ROR (25%), conditional release (16%), and deposit bond (9%). The remaining 7% of releases consisted of unsecured bonds (about 4%), full cash bail (about 2%), and property bonds (about 1%) (Kyckelhahn and Cohen 2008, p. 2). By contrast, from 1990 through 1994, ROR accounted for 41% of releases, compared to 24% for surety bond (Cohen and Reaves 2007, p. 2).

² In Kentucky and Wisconsin, compensated sureties are prohibited outright. In Illinois and Oregon, they are not explicitly prohibited but are not authorized by any statute. The District of Columbia is also included by the ABA among U.S. jurisdictions that have abolished compensated sureties, although the D.C statute does not prohibit them and apparently allows compensated sureties among a broad range of options (ABA 2007, Standard 10-1.4(f) Commentary, fn. 19, p. 46).

³ The source for this statement—which has been widely disseminated by pretrial service organizations (NAPSA 2009, Anonymous nd), cited in commentaries for professional standards that call for abolition of commercial surety (NAPSA 2004, ABA 2007), and disseminated in the press (Liptak 2008)—is a study published nearly 20 years ago (Devine 1991). This is the most recent and authoritative survey available that compares international bail systems.

⁴ Information about fees in the 1980s is from Sviridoff (1986, p. 145, fn. 20). The source for fees currently in effect is NY Insurance Law §6804.

However, licensing data for bail bond agents—despite some increases in the number of licenses issued in recent years—provide no clear evidence of a recent upwards trend. In 1968, during the height of the commercial surety industry in New York, 191 licenses were issued; that number had dropped to 58 licenses issued in 1985 (Sviridoff 1986, p. 145). From 1998 to 2008 the number of licenses fluctuated: 77 licenses were issued in 2008, but the number did not rise steadily and it has not begun to approach the level of 1968.⁵ The most recent data for active bail bond licenses—as opposed to the number of licenses issued in a given year—indicate that in February 2010 there were 101 active bail bond agents in New York State.⁶ A comparable figure is available only for 2007, when there were 77 bond agents, suggesting a rise of 30% in three years.⁷ Even if we could conclude that bail bondsmen are multiplying in New York State, though, it would not necessarily mean that New York City defendants are posting bonds more often. For that, it would be necessary to examine the form of bail making in a sample of New York City cases. The current study was designed to do just that.

This report presents results from the first phase of the study. A primary objective was to assess the extent to which defendants rely on the services of commercial bail bondsmen, but the process of posting cash bail was examined as well. The research covers cases that were arraigned during 2005 in the four largest boroughs, excluding cases in Staten Island and in the City's two community courts: the Midtown Community Court in Manhattan and Red Hook Community Center in Brooklyn. Characteristics of cash versus bond releases were examined, and the likelihood of posting a bond was modeled using multivariate logistic regression. Detailed information is included for bonds in Brooklyn and Manhattan. In the next phase of the research, comparable information will be collected for bonds in the Bronx and Queens.

The study is an outgrowth of the Judicial Release and Bail Decision Project, which was initiated several years ago by the New York City Criminal Justice Agency, Inc. (CJA), to analyze the factors influencing release and bail decisions (Phillips 2004a, 2004b; Phillips and Revere 2004a; 2004b). The research was then extended to investigate the effect of detention on case outcomes (Phillips 2007a; 2007b; 2008a; 2008b). The form in which bail was made was not addressed in any of the earlier work because the data were previously unavailable in computerized databases. For this project, information on form of bail was collected by hand and entered manually into project data files. Collecting data in this way was labor intensive and time consuming, but enabled us to fill a large gap in our knowledge of bail making in New York City. Details about the data collection process are provided in the Methodology section.

⁵ Annual Reports from the New York State Insurance Department were referenced by Sviridoff (1986) as the source of the 1985 data, but the reports are currently available online only as far back as 1999 (including 1998 data). The number of licenses issued each year were during the period for which data are currently available online are: 31(1998); 70 (1999); 8 (2000); 82 (2001); 16 (2002); 84 (2003); 40 (2004); 52 (2005); 57 (2006); 73 (2007); and 77 (2008). There were actually fewer licenses issued in many of those years than the 58 reported for 1985 (NYS Insurance Department 1999-2008). Licenses are renewable biennially in odd-numbered years, so the relatively higher numbers in some odd-numbered years and lower numbers in some even-numbered years could be attributable to renewals in the odd-numbered years.

⁶ NYS Insurance Department (2/24/2010). Only current data are available on the website.

⁷ NYS Insurance Department (2/16/2007). Only these two data points are available, so we do not know if the increase represents a trend.

B. Forms Of Bail In New York

In setting bail, New York judges may specify not only the amount of bail, but also the form in which it may be posted. One common practice is to set a single amount, such as \$1,000, without specifying the form; in that situation, the defendant may post a bond for \$1,000 or cash in the whole amount (CPL §520.15.1). Alternatively, the judge may set bail in two amounts, written as, for example, \$1,000/\$500. In this illustration, the defendant may post a bond for \$1,000 or cash in the lesser amount of \$500—the *cash alternative*. Whether to set one (bond) amount or a bond amount with a cash alternative is at the discretion of the court (CPL §520.10.2).

When cash bail is posted, the money is returned to the surety (person posting the bail, which may be either the defendant or someone else) upon imposition of the sentence or other termination of the action. The bail money is returned, minus a 3% fee kept by the court when the defendant is convicted, if the defendant appears for all scheduled court appearances. If the defendant fails to appear for a court date, the bail may be forfeited and the entire amount kept by the court. If the case ends with a finding in favor of the accused with no forfeiture for nonappearance, the full amount is returned (NYS 2002).

Bonds posted in New York City are almost always commercial surety bonds, secured through the services of a bail bondsman, who acts as an agent of the insurance company that underwrites the bond. In New York, regulation of the insurance industry, including bond agents, is under the jurisdiction of the New York State Insurance Department. New York has a tiered rate system, starting with a flat fee of \$10 for bail of \$200 or less. For amounts over \$200, the fee is graduated: 10% for the first \$3,000; 8% for the next \$7,000; and 6% for amounts over \$10,000 (NY Insurance Law §6804). This fee, or premium, paid to the bond agent is not refunded regardless of the outcome of the case. Bond agents usually also require that the defendant put up collateral, which is refunded at the termination of the case as long as there has been no forfeiture.

The courts have other, rarely used, options as well. Occasionally one amount is set, specified as “cash only,” which indicates that the judge wants the defendant to post the whole amount in cash, and a bond will not be accepted. Other options, even more rarely used, include a personally secured bond (secured by personal property), a partially secured bond (secured by a 10% deposit made directly to the court, known elsewhere as a “deposit bond”), or an unsecured bond (not secured by any deposit or lien upon property) (CPL §520.10.1; CPL §500.10.13-19).⁸

All of the bonds recorded for defendants in the research sample were assumed to be commercial surety bonds, so throughout the remainder of this report, the term “bond” refers only to those written by bondsmen. We are reasonably confident in this assumption because the bond records from court, the source of most bond data collected in this research, included only commercial surety bonds,⁹ and information collected for many of the remaining bonds (data collected from the Office of Court Administration) included the insurance company’s name. It is possible, although unlikely, that some of the cases for which no bail making records were found were in fact cases in which another type of bond was posted. Those cases were excluded from the analyses.

⁸ “Cash only” is not one of the forms of bail explicitly authorized by statute, but it is accepted in practice.

⁹ Information elicited in informal interviews with court clerks in each borough and confirmed by our subsequent examination of case files.

C. Review Of Research

The history of the commercial bond industry in New York City during the past half century can be sketched through the findings of three research studies, all of which were carried out under the auspices of the Vera Institute of Justice (or the Vera Foundation, its earlier name). A fourth study, by researchers at CJA, provides additional information on the bonding process in 1979 and 1980. Together, the studies show that commercial bondsmen were virtually the only route to release in the early 1960s, but their presence declined following the introduction later in that decade of release on recognizance (ROR) and cash alternatives to bonds. By the 1980s bondsmen had virtually ceased to function in New York City, and no subsequent data on their activities have been published in the research literature.

The earliest of the Vera studies was the Manhattan Bail Project, which fueled the bail reform movement of the 1960s and fostered the spread of pretrial service agencies and the use of release on recognizance throughout the country (Ares et al. 1963, Rankin 1964). The impetus for the project was the high proportion of defendants who were being held on bail in New York before disposition of their cases, and the power wielded by commercial bondsmen in deciding their fate. The ROR rate for the research sample of arrests in Manhattan during 1960 was a negligible 2% (Ares et al. 1963, Table 1, p. 77). (The handful of defendants released without bail were actually described as “paroled,” as the study pre-dated the widespread use of the term “release on recognizance.”) The authors declared that “the final decision as to whether a defendant is to be kept in jail usually rests in the hands of the professional bondsman.” They further characterized the commercial bond industry as a “dominating” force on the American bail scene, often resulting in a defendant’s detention “for lack of a premium, lack of collateral security, or any other reason” (ibid., p.69-70).

The data substantiated this claim. Of 2,389 defendants in the sample of cases with a felony charge who had bail set, 62% (about 1,481; exact number not given) posted bail prior to disposition. Among them were 1,368 who posted a commercial bond, which works out to about 92% of all bail postings (ibid., Tables 3, 4, and 6, p. 80-81). Almost no one with a felony charge posted cash bail. (Data are for the entire calendar year but not all types of cases are included.)

Only a few insurance companies wrote most of the bonds: 43% were written by one company, and the rest of the bonds were distributed among five other companies (ibid., Table 6, p. 81). The company with the lion’s share of the business provided the information that it wrote 19,397 bonds in 1957 (ibid, p. 82). (There is no indication of the geographical area included, which must have been wider than New York City.)

Although the primary remedy urged by Ares et al. was increased use of release on recognizance, an additional suggestion—mentioned only in a footnote—was that greater use be made of “alternative bail,” defined as a cash deposit equal to the amount of the surety bond premium (ibid, p. 90, fn. 61). More than twenty years later, cash alternatives would become the focus of the third and latest Vera study addressing this topic.

Meanwhile, in response to serious overcrowding in detention facilities seven years after the research that commenced the Manhattan Bail Project, Vera researchers for the second time collected data on the use of bonds in Manhattan (Schaffer 1970). Unlike the earlier research, this study included cases of all severity classes. The sample consisted of cases with a post-arraignment appearance in Criminal Court during the first three months of 1967. The use of bondsmen among the 1967 cases was found to be much diminished compared to 1960, even

when felonies alone were considered. Among felony cases, 880 were released on a bond compared to 676 on cash bail (Schaffer, *op. cit.*, Table 2-a, no page number). The proportion of bonds among felony bail releases works out to 57%—still the majority, but well below the 92% reported for 1960. With misdemeanor and lesser offenses included in the calculation, the proportion of bonds among all bail releases was 53% (2,225 bonds and 1,934 cash bail releases; *ibid.*).

A further finding from the 1967 data was that gambling offenses were hugely over-represented among defendants who posted a bond. Gambling crimes constituted about 12% of the top arraignment charges among the universe of released defendants, but 37% of the cases in which a bond was posted, and only 7% of cases with cash bail posted. Conversely, almost two-thirds of all released defendants charged with a gambling crime posted a bond, while 15% posted cash bail.¹⁰ No comparable data from other historical periods were found associating bonds with crime type.

By the 1980s, when the last of the Vera bail studies was completed, all this had changed. By that time, bail bondsmen played “almost no role in the New York City bail-making process” and almost everyone who posted bail did so with cash (Sviridoff 1986, p. 131). This study examined cases from all New York City boroughs with an arrest during a two-week period in October 1980, using data obtained from CJA. Then as now, CJA data did not include information on how defendants posted bail, so Vera researchers collected that data manually from court and correction bail-making records. Of the 685 defendants in the sample who made bail, only 23, or 3%, posted a bond (*ibid.*, p. 135). Further, almost half of the bonds (11 of the 23) were posted in Brooklyn, with the remainder roughly equally divided among the other boroughs. This suggests that the number of bonds written in Manhattan—the correct comparison to the two earlier studies, both of which encompassed only Manhattan—must have amounted to even less than 3% of the Manhattan bail releases.

The Sviridoff research was initiated by concerns that the refusal of commercial bondsmen to write bonds in small amounts was responsible for the growing pretrial detention population. Because there were so few bonds written for the study cases, however, the focus of the research turned from the role of bondsmen to the role of cash alternatives in bail making. A lower cash alternative to the bond amount was set in 45% of cases, and this cash alternative was usually half of the bond amount or less. Only 7% of the cash alternatives were in an amount greater than half of the bond amount. About a third of the cash alternatives were exactly half of the bond amount, and the remainder—58%—reduced the “effective bail” (the lowest amount required to gain release) by more than 50% of the bond amount. Large borough differences were found in the frequency with which a cash alternative was offered: least often in Manhattan (42%) and most often in Queens (61%). A major conclusion of the research was that, although bondsmen did turn away clients with low bail (no bonds were written for less than \$750), the setting of cash alternatives was a much more important factor in release than was the role of bondsmen, who were judged to be “too rare to be of much policy relevance” (*loc. cit.*).

¹⁰ The percentages given in Schaffer (*op. cit.*, Table 2-a) are apparently in error: 830 were released on bond out of 1,294 released defendants with a gambling charge, which works out to 64.1% (the percentage given in the table is 69.5%). In addition, 188 were released on cash bail, which is 14.5% of 1,294 (the percentage given in the table is 15.7%).

Finally, a CJA research project provides a picture of the bail-making process thirty years ago, including the posting of bonds, from the point of view of the sureties (Gewirtz 1980). The research objective was to learn more about the characteristics of sureties and the obstacles they faced in posting bail. Interviews were conducted with 109 sureties posting bail at correction facilities in Brooklyn, Queens, and on Riker's Island, including 9 who posted bonds and an additional 14 who had unsuccessfully tried to post a bond.¹¹ The proportion of bonds among the 109 bail releases in this study was 8%, but the sample was not a random selection of all cases with bail posted and cannot be compared to the statistics reported from the other three studies reviewed.

However, the interview information from this interesting research fills in some of the gaps in conclusions based on statistical findings alone. For example, it points to the greater number of sureties who tried unsuccessfully to post a bond, compared to the number of successes, and the reasons for their lack of success. Of the 14 sureties who posted cash but had previously attempted to post a bond (14% of the 100 who posted cash), one just "decided" to post cash instead; two said that they were unable to find "a bondsman willing to write a bond for only \$500"; the rest said that "the bondsman wanted too much money and would not accept their collateral" or "would accept only a bank book as collateral" (Gewirtz, *op. cit.*, p. 24). Considering that the sample was restricted to people who eventually did succeed in posting bail, one can only speculate how many additional defendants never were released because of rejection by a bail bondsman. Further, the study found that for the bonds that were successfully posted, there was tremendous variation in the amount of the premium and the collateral required.

Information about failed attempts to post a bond and the outlays in cash and collateral required by bondsmen are crucial to understanding the role of commercial bonds in bail releases, but that information is unavailable to most research. Although the present study also lacks data on failed attempts, it incorporates a wealth of data for a subsample of cases (in Manhattan and Brooklyn) on the amount of cash bondsmen collected in fees and collateral, non-cash collateral they accepted, and other requirements imposed on defendants released on bonds. The next report in this series will include comparable data for bond cases in Queens and the Bronx.

¹¹ Bonds can be posted only in court, although cash bail can be posted either in court or at any Department of Correction facility. The sureties who were interviewed at correction facilities and who reported posting a bond probably brought the discharge slip to the correction facility to get the defendant released after the bondsman had posted the bond in court.

D. Research Questions

The research questions addressed in this report are:

- How prevalent are bonds among cases with a defendant who made bail in New York City, and how does this vary by borough?
- What is known about sureties and indemnitors—the bond companies, agents, and defendants' friends and relatives who post bail?
- What are the costs and other requirements associated with posting a bond?
- What characteristics distinguish cases of defendants who post a bond?
- What factors predict bail making by bond rather than cash?

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II. METHODOLOGY

A. Third Quarter 2005 Dataset

A dataset of New York City arrests during the third quarter of 2005 (July 1 through September 30) was used for this research. The dataset was drawn from the CJA database of all New York City arrests and compiled during 2007 for a wide range of research projects, with extensive “data cleaning” to correct errors and supply missing data.

The dataset includes defendant information from the CJA interview; criminal history data from defendant rap sheets (obtained from the Department of Criminal Justice Services); arrest data from the New York City Police Department; and case-processing outcomes from the Office of Court Administration (OCA) for every court appearance through sentencing. Also included is the date of out-of-court bail making for defendants who were detained on bail, information that CJA regularly receives electronically from the Department of Correction (DOC).

Case processing was tracked until March 5, 2007, for Criminal Court appearances and April 17, 2007, for Supreme Court appearances. Consequently, dispositions and sentences are available for the cases in this dataset if they occurred in Criminal Court on or before March 5 or in Supreme Court on or before April 17. Almost all cases had reached a final disposition prior to these cutoff dates.

The number of cases in the Third Quarter 2005 Dataset, including nonprosecuted arrests, is 86,972, including arrests in all boroughs of New York City during the third quarter of 2005. The dataset used in the current study excludes Staten Island and the community courts in Manhattan and Brooklyn and is further restricted to 36,962 cases that were continued at arraignment. Most of the analyses used a much smaller number of cases, as the research focused on only those cases for which bail was set, particularly the subset with a defendant who made bail. The same defendant may be represented more than once in the dataset because of re-arrest during the sampling period.

B. Additional Data Collected For The Current Research

Form of bail is not one of the data elements received from OCA and downloaded automatically into the CJA database, so this crucial piece of information was collected manually from paper documents and entered by hand into computer files, which were then added to the Third Quarter 2005 Dataset. Bail-making data were collected from a dozen different sites: Criminal and Supreme Court in the Bronx, Brooklyn, Manhattan, and Queens; all three Department of Correction facilities in operation at the time of the study (Riker’s Island, the Manhattan Detention Complex, and the Vernon C. Bain Center); and CJA’s Bail Expediting Program (BEX), which operates in the Bronx and Queens. In order to track the cases for an additional three months beyond the latest sample arrest (September 30, 2005), bail-making information was collected for the six-month period from July 1 through December 31, 2005. Most defendants arrested during the study period who made bail had done so by the end of December.

Cash bail receipts from the courts and DOC facilities were the source of most information collected pertaining to cash bail. These were supplemented by documentation maintained by BEX: bail logs used to track clients who posted cash bail in court and bail receipts that served the same purpose for clients who posted cash bail at a DOC facility. For defendants who were

held on Riker's Island, we collected additional information from the Surety Information Form included with case files for each inmate.

Every cash bail source document during the six-month tracking period was photocopied for later data entry, although many—especially for bail posted at the very beginning of the period and after the first week in October—were for defendants who had been arrested before July 1 or after September 30, 2005. For cases with an arrest within the study period, information pertaining to the bail posting and the surety were entered in a computer file. Cash bail data included the date and amount of bail posted, and where it was received (the cashier or—during hours when the court cashier was closed—the evening or weekend court part). Surety information included the name, address, and occupation of the person posting bail. The relationship of the surety to the defendant was available from the Surety Information Form, which we had access to only for defendants housed on Riker's Island.

Source documents for bonds were initially available only in the form of books kept in the criminal courts in Manhattan and Queens in which were photocopies of “Discharge On Giving Bail” slips issued when a bond was posted. They included little information, especially in Queens, where even the face value of the bond was not provided on the discharge slips. To fill this gap, we used computerized data from OCA to identify the form of bail posted for cases for which we had no cash bail receipt, including the cases listed in the Manhattan and Queens bond books. The range of information pertaining to bonds available from OCA varied by borough, but often included, in addition to amount and date, the name and address of the bonding company (insurance underwriter). However, it did not include any information about the person posting the bond for the defendant, the bond agent's name, nor any information pertaining to fees or collateral.

In order to obtain more information about bonds, we examined case files in criminal and supreme courts in Manhattan and Brooklyn. The cases selected for this phase of data collection were those that had previously been identified as bond cases, as well as cases for which the form of bail was still unknown because the case was sealed and thereby not accessible to us through OCA. Two bail bond documents, both signed by the judge, were found in case files for defendants who had posted a bond. The “Undertaking To Answer” form has information about the defendant and the insurance company; the Bail Affidavit contains information about the bond agent's fees, collateral, and other conditions, if any. Data from these source documents were coded and brought back to CJA for entry into the data file. If a cash bail receipt was found in the case file, rather than bond documents, the receipt was likewise coded and subsequently entered into the data file.

A sample of each form is included in Appendix A, with identifiers obscured.

Results are reported only in aggregate form to ensure confidentiality. All paper records are stored in a secure location and will be shredded upon completion of the research.

C. Plan Of Analysis

Several of the research questions to be addressed were descriptive in nature, so the primary method of analysis was to examine frequencies and bivariate relationships, separately by borough where appropriate.

The first question addressed was the prevalence of bonds among all bail-made cases, comparing borough differences. A separate analysis excluded cases with bail set less than \$1,000 to show the extent of bail-making by bond among cases for which a bond was a real option, as bondsmen did not take clients with bonds less than \$1,000.

Next, the information about bail making collected by hand was described separately for bonds and for cash bail. For bonds, the information included the face amount of the bond, the relationship between the defendant and the person paying the premium, and relationships among insurance companies, bond agents, premiums, and collateral.

Data presented about cases with a defendant who posted cash bail included amounts posted, characteristics of the person posting the bail, and relationships among the address of the person posting bail, the facility where bail was posted, and the specific jail where the defendant was held.

To address questions about the distinguishing characteristics of defendants who posted a bond rather than cash, two analytic techniques were used. First, bivariate analyses were presented comparing cases with a defendant who posted a bond to cases with a defendant who posted cash. These comparisons included time to release, bail amount set at arraignment, the offer (and size) of a cash alternative, offense characteristics, and CJA recommendation.

After a number of factors had been identified through bivariate analyses that appeared to affect form of bail, these and additional factors were analyzed simultaneously using logistic regression. The logistic regression model identified the most important predictors of bail making by bond, controlling for other case and defendant characteristics. For an explanation of the statistical techniques used in the logistic regression, see Appendix B.

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III. FORM OF BAIL MAKING

Bail was set at arraignment for defendants in 14,795 cases in the research sample, as shown in Table 1. These cases represent 40% of all cases continued (not disposed) at arraignment. Over half had a defendant who was released on recognizance (ROR, 58%), and a tiny fraction had a defendant who was remanded without bail (2%).

Brooklyn and Manhattan were the boroughs with the largest numbers of cases with bail set: 4,416 and 4,073 respectively. These numbers represent a slightly larger percentage of continued cases in Brooklyn (42%), and a smaller percentage of continued cases in Manhattan (37%), than the citywide average (40%).

TABLE 1
BAIL STATUS LEAVING ARRAIGNMENT
BY BOROUGH
(Cases Continued At Criminal Court Arraignment)

	Bronx	Brooklyn	Manhattan	Queens	Total
ROR	4,302 (56%)	6,048 (57%)	6,642 (60%)	4,431 (58%)	21,423 (58%)
Remand	132 (2%)	121 (1%)	229 (2%)	147 (2%)	629 (2%)
Missing release status	55 (1%)	19 (<1%)	38 (<1%)	3 (<1%)	115 (<1%)
→ Bail set	3,259 (42%)	4,416 (42%)	4,073 (37%)	3,047 (40%)	14,795 (40%)
Total	7,748 (100%)	10,604 (100%)	10,982 (100%)	7,628 (100%)	36,962 (100%)

Percentages may not total 100% because of rounding.

For cases with bail set at arraignment, release prior to disposition of the case is shown in Table 2. Release status was tracked to December 31, 2005, and releases after that cutoff date were excluded for research purposes.

Among the cases with bail set at arraignment were 5,680 cases with a defendant who posted bail by the cutoff date (38% of the total with bail set at arraignment). Added to these are 222 cases with a defendant who posted bail after having been released on recognizance or remanded at arraignment, for whom bail was set post-arraignment. This brought to 5,902 the number of cases with a defendant who posted bail.

Table 2 also shows that in a small number of cases, defendants with bail set at arraignment were later released on recognizance (15% overall, but 22% in Brooklyn and only 7% in Queens). One of the reasons this can happen is that detained defendants must be released if the complaint has not been supported within a specified period of time.

The proportion with “no release” (47% overall) is higher than it would be if a cutoff date had not been imposed for the research. In the cases categorized as “not released,” the defendant could have been released *after* December 31, 2005, if the case was not yet disposed.

TABLE 2
TYPE OF RELEASE PRIOR TO DISPOSITION OR BY DECEMBER 31, 2005
BY BOROUGH
(Defendants With Bail Set)

	Bronx	Brooklyn	Manhattan	Queens	Total
<i>Bail set at arraignment</i>					
ROR post-arraignment	537 (16%)	955 (22%)	447 (11%)	221 (7%)	2,160 (15%)
Not released	1,675 (51%)	1,798 (41%)	2,127 (52%)	1,355 (44%)	6,955 (47%)
→ Bail made	1,047 (32%)	1,663 (38%)	1,499 (37%)	1,471 (48%)	5,680 (38%)
Total cases with bail set at arraignment	3,259 (100%)	4,416 (100%)	4,073 (100%)	3,047 (100%)	14,795 (100%)
<i>Additional cases in which the defendant made bail after ROR or remand at arraignment</i>	40	78	67	37	222
→ Total cases with bail made	1,087	1,741	1,566	1,508	5,902

Percentages may not total 100% because of rounding.

The distribution of cash bail and commercial bonds among the 5,902 bail-made cases is shown in Table 3. Form-of-bail distributions are shown separately for (a) cases with bail set at arraignment; (b) cases in which bail was not set at arraignment, but the defendant later posted bail; and (c) total bail-made cases regardless of whether bail was set at arraignment or subsequently. The form of bail posted could not be ascertained for 646 cases, which were excluded from subsequent analyses. Among the remaining cases, cash bail was posted in 85% and a commercial bond in 15% of cases. Bonds were especially common in Brooklyn (20% of bails posted) and least common in Manhattan and the Bronx (each 11%).

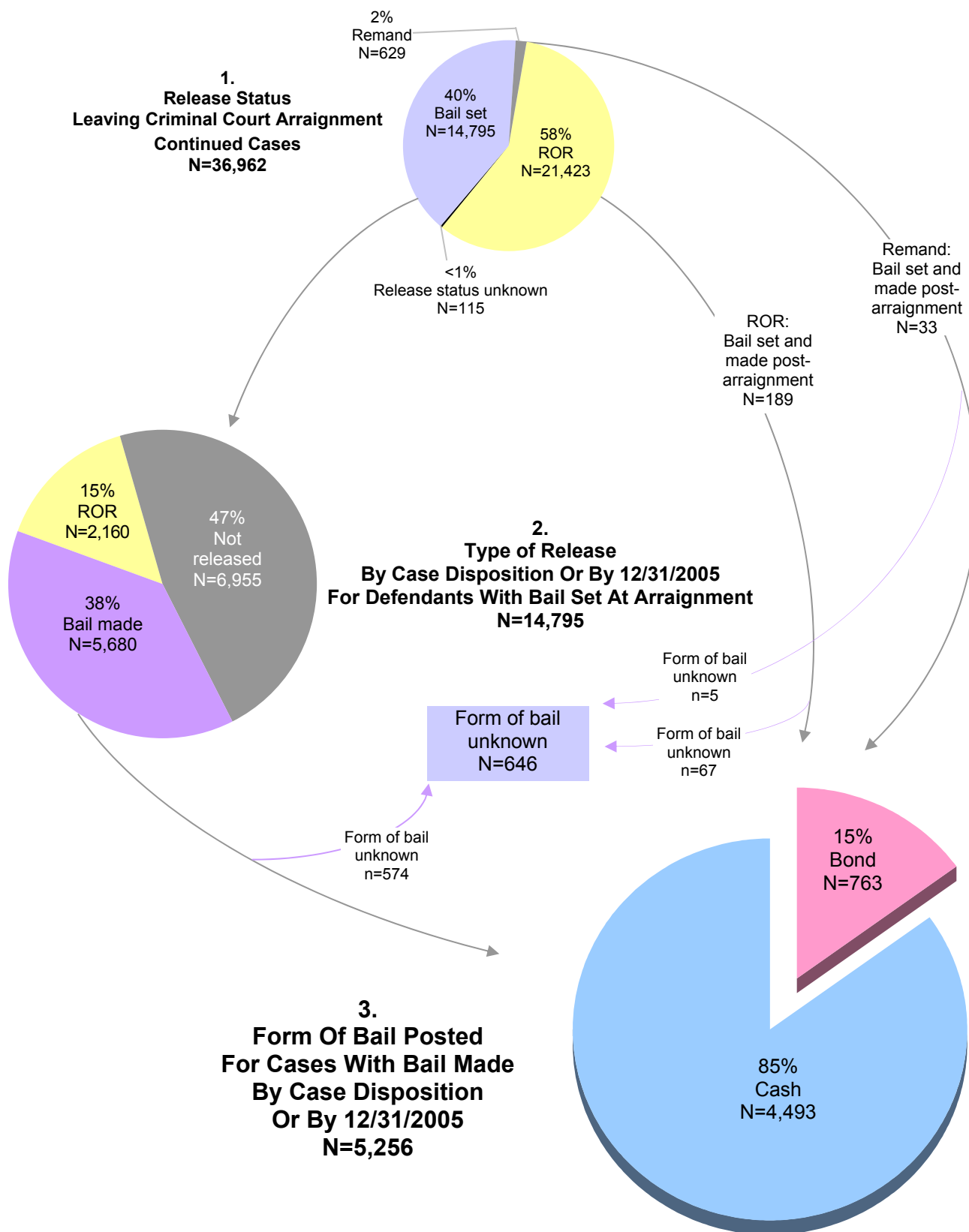
TABLE 3
FORM OF BAIL POSTED
BY BOROUGH
(Cases With A Defendant Who Made Bail By December 31, 2005)

	Bronx	Brooklyn	Manhattan	Queens	Total
(a) <i>Cases with bail set at arraignment</i>					
→ Cash bail	786 (89%)	1,191 (80%)	1,256 (89%)	1,130 (85%)	4,363 (85%)
→ Commercial bond	98 (11%)	293 (20%)	158 (11%)	194 (15%)	743 (15%)
→ Subtotal	884 (100%)	1,484 (100%)	1,414 (100%)	1,324 (100%)	5,106 (100%)
Bail form unknown	163	179	85	147	574
Total bail made (set at arraignment)	1,047	1,663	1,499	1,471	5,680
(b) <i>Cases with bail set initially post-arraignment</i>					
→ Cash bail	24 (96%)	41 (87%)	44 (88%)	21 (75%)	130 (87%)
→ Commercial bond	1 (4%)	6 (13%)	6 (12%)	7 (25%)	20 (13%)
→ Subtotal	25 (100%)	47 (100%)	50 (100%)	28 (100%)	150 (100%)
Bail form unknown	15	31	17	9	72
Total bail made (set post-arraignment)	40	78	67	37	222
(c) <i>Combined cases with bail set at or post-arraignment</i>					
→ Cash bail	810 (89%)	1,232 (80%)	1,300 (89%)	1,151 (85%)	4,493 (85%)
→ Commercial bond	99 (11%)	299 (20%)	164 (11%)	201 (15%)	763 (15%)
→ Subtotal	909 (100%)	1,531 (100%)	1,464 (100%)	1,352 (100%)	5,256 (100%)
Bail form unknown	178	210	102	156	646
Total bail made (bail set at or post-arraignment)	1,087	1,741	1,566	1,508	5,902

The slight overall decrease from (a) 15% bonds for cases with bail set at arraignment to (b) 13% for cases with bail set post-arraignment could plausibly be explained by assuming that bondsmen might be reluctant to write a bond for a defendant with a history of failure to appear or re-arrest—these being the usual reasons for bail setting after initial ROR. However, the proportion of bonds did not drop in every borough among cases for which the initial bond setting occurred post-arraignment. The sizable fluctuations by borough among the cases in group (b), from 4% bonds in the Bronx to 25% bonds in Queens, are probably merely a result of the very small size of this subgroup, combined with the large proportion of them that were missing form-of-bail data (72 of the 222 cases in this group were missing form of bail). Unless otherwise noted, the 5,256 bail made cases for which the form of bail was known, combining those with bail set at and post-arraignment, will provide the basis for analyses.

Figure 1 illustrates the citywide outcomes presented in Tables 1, 2, and 3. The left-hand side of the figure shows the flow of cases from bail setting at arraignment to bail making prior to disposition. The right-hand side of the figure illustrates the trickle into the research sample of a few more cases with ROR or remand at arraignment, followed by bail making after bail was set post-arraignment. The large pie at the bottom of the page represents the final research sample, after the exclusion of a few cases from each of these groups because of missing form-of-bail data. In this sample are 5,256 cases with a defendant who posted cash or bond to gain release on bail, after excluding the 646 bail-made cases for which the form of bail posted was unknown. The figure reflects the finding already presented in Table 3, showing that in 15% of the cases where bail was made, the defendant used the services of a commercial bondsman rather than posting cash.

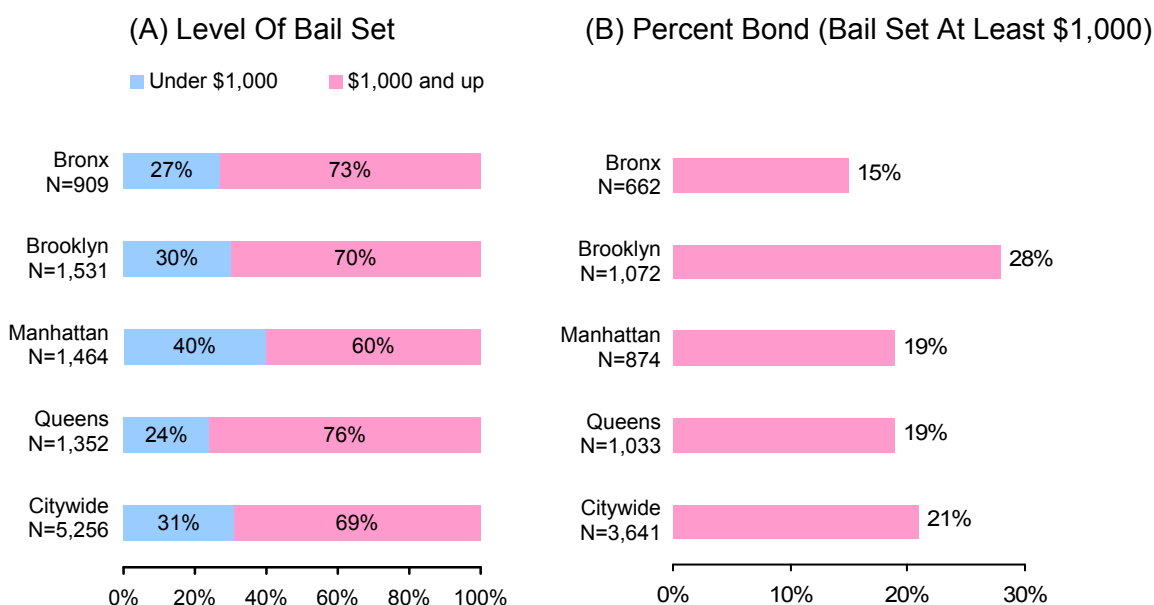
FIGURE 1
Release Status, Type Of Release, And Form Of Bail Posted
Predisposition Or By December 31, 2005



The proportion of bonds was much higher when cases with bail set less than \$1,000 were excluded. Bondsmen virtually never write bonds for less than \$1,000 because the profit margin is low for small bail amounts.¹² These low-bail cases constituted nearly a third of the cases with a defendant who made bail in our sample (31%), as shown in Figure 2 (A). Manhattan had a larger percent of low-bail cases (40%), and Queens had a smaller percent of low-bail cases (24%) than other boroughs.

Bail was set in an amount of \$1,000 or higher in over two thirds of cases with a defendant who made bail, and among these cases the overall bond rate was 21%, as shown in Figure 2 (B). Brooklyn led by a wide margin in the proportion of bonds even when cases with bond set less than \$1,000 were excluded: among cases with bail set at \$1,000 or more, 28% of bail postings in Brooklyn were bonds. This indicates that the high bond rate found in Brooklyn overall and reported in Table 3 (20%) was not a result of a higher proportion of bail amounts over \$1,000 in Brooklyn. In fact, the proportion of bail amounts set at \$1,000 or higher was larger in the Bronx (73%) and Queens (76%) than it was in Brooklyn (70%).

FIGURE 2
BAIL AMOUNT AND PROPORTION MADE BY BOND (\$1,000+)
(Cases With A Defendant Who Made Bail By December 31, 2005)



¹² There are 7 cases in the dataset with a bail amount under \$1,000 for which OCA records indicate that a bond was posted, but they appear to be errors. In one case \$485 of the \$500 bail amount was refunded after disposition, which is consistent with cash bail, not a bond. In another case OCA records show that \$250 bail was set as “Cash only.” In a third case, the bail amount of \$500 first appears in OCA as bond, later as cash. In three cases the bail amount was set at \$1, which suggests that if a bond was written, it would have included a much larger amount on another case, but no open case was found for any of these three defendants. This leaves one additional case, with bail set at \$500, which OCA records indicate was posted as a bond. No bond company was entered in OCA for any of these cases. None of the bonds examined in case files in Brooklyn or Manhattan was for an amount less than \$1,000. For all these reasons, we doubted the accuracy of the OCA record and coded the 7 cases as “form of bail unknown.”

IV. COMMERCIAL BONDS: SUPPLEMENTARY DATA FOR BROOKLYN AND MANHATTAN

Supplementary data pertaining to bonds were obtained from case files in Brooklyn and Manhattan. We collected information about the bond agent, the insurance company that underwrote the bond, and the person who paid the premium and put up collateral on the defendant's behalf (the "indemnitor"). We also recorded the face amount of the bond, the premium and service fee charged, the type and value of collateral deposited, and other conditions, if any, that were imposed by the bond agent. Supplementary bond data were collected for 407 cases, including 279 in Brooklyn and 128 in Manhattan. The insurance underwriter was identified in the OCA database for 27 additional cases (10 in Brooklyn and 17 in Manhattan) for which we were unable to obtain case files.

A. The Principals: Insurance Company, Agent, And Indemnitor

Insurance Company (Surety)

The surety for a bond is the insurance company that underwrites, or insures, the bond for the agent who writes it. If the defendant fails to appear and bail is forfeited, the insurance company is liable to the courts for the face amount of the bond.

Table 4 lists the eight insurance companies that underwrote all of the bonds for cases in this sample, and shows the number of bonds underwritten by each. Only three companies are located in the New York area, two in Newark (Allegheny Casualty Company and International Fidelity Insurance Company) and one in Manhattan (Seneca Insurance Company). The companies that underwrote the largest number of bonds were not the local ones, but Fairmont Specialty Insurance Company, headquartered in Houston, and Safety National Casualty Corporation in St. Louis. These two companies together were responsible for 44% of all bonds for which this information was available.

TABLE 4
INSURANCE COMPANIES UNDERWRITING BONDS

Company Name	Location	Number of Bonds for Defendants Prosecuted in:		Total
		Brooklyn	Manhattan	
Accredited Surety & Casualty Company, Inc.	Winter Park, FL	21 (7%)	20 (14%)	41 (9%)
Allegheny Casualty Company	Newark, NJ	15 (5%)	2 (1%)	17 (4%)
American Reliable Insurance Company	Scottsdale, AZ	5 (2%)	13 (9%)	18 (4%)
Evergreen National Indemnity Company	Columbus, OH	3 (1%)	46 (32%)	49 (11%)
Fairmont Specialty Insurance Company	Houston, TX	97 (34%)	5 (3%)	102 (24%)
International Fidelity Insurance Company	Newark, NJ	45 (16%)	16 (11%)	61 (14%)
Safety National Casualty Corporation	St. Louis, MO	49 (17%)	39 (27%)	88 (20%)
Seneca Insurance Company	New York, NY	54 (19%)	4 (3%)	58 (13%)
Total		289 (100%)	145 (100%)	434 (100%)
No insurance company data available		10	19	31
Total bonds in Brooklyn and Manhattan		299	164	463

While some companies were well represented in both boroughs, others had a much stronger presence in one borough or the other. Fairmont, for example, accounted for 34% of Brooklyn bonds, but only 3% in Manhattan. Evergreen was the most active company in Manhattan, with 32% of the total, but this company insured only 1% of Brooklyn bonds. Seneca, which has offices in lower Manhattan, underwrote many more bonds in Brooklyn (54, or 19% of the total) than in Manhattan (4, or 3% of the total). Clearly, the location of the insurance company was not a factor in the company's market share in each borough.

Bond Agent

Anyone seeking a bail bond for a jailed family member or friend deals directly with a local bondsman who acts as an agent of the insurance company, and not with the insurance company itself. Twenty-two agents, with offices located throughout the four largest boroughs as well as in Hempstead, Long Island, wrote bonds for defendants in Brooklyn and Manhattan. Table 5 lists the agents, identified by letter from "A" to "V," showing the location of the agent's office as well as the number of bonds written by each, separately for Brooklyn and Manhattan cases, and also identifies the insurance company for each bond. Although Seneca's headquarters are in Manhattan, the two agents who wrote most of Seneca's bonds ("C" and "N") had addresses in Brooklyn, which explains why almost all of bonds underwritten by Seneca were for defendants in Brooklyn cases.

In general, agents wrote the majority of their bonds for cases prosecuted in the borough where their offices were located. Agent "O" (Fairmont), with an office in Brooklyn, wrote more bonds than any other single agent, and 62 of his 63 bonds were for defendants in Brooklyn cases, accounting for 22% of Brooklyn bonds. Agent "U" (Evergreen), located in Manhattan, wrote 43 of his 46 bonds for defendants in Manhattan, accounting for 34% of the bonds written for Manhattan defendants (highlighted in Table 5).

However, other considerations besides the bondsman's location must have attracted many people trying to gain release for a Brooklyn or Manhattan defendant, because half of the agents had an office located elsewhere. In fact, the agent with the second largest overall number of bonds, agent "H" (Safety and Seneca), was located in the Bronx: 38 of his 56 bonds were for Brooklyn cases, and 18 for Manhattan (also highlighted).

TABLE 5
NUMBER OF BONDS BY BOND AGENT AND INSURANCE COMPANY
BY BOROUGH OF PROSECUTION
 (Bond Cases In Brooklyn And Manhattan With Supplementary Data)

Company Name	Agent & Office Location	Number of Bonds for Defendants Prosecuted in:		Total
		Brooklyn	Manhattan	
Accredited Surety & Casualty Company, Inc.	*E L.I.	1 (<1%)	1 (1%)	2 (<1%)
	L Manhattan	15 (5%)	12 (9%)	27 (7%)
	*Q Brooklyn	1 (<1%)	0	1 (<1%)
	R Manhattan	4 (1%)	3 (2%)	7 (2%)
	agent unknown	0	4	4
Allegheny Casualty Company	G Queens	7 (3%)	0	7 (2%)
	P Queens	8 (3%)	2 (2%)	10 (2%)
American Reliable Insurance Company	J Queens	3 (1%)	1 (1%)	4 (1%)
	*S Manhattan	0	2 (2%)	2 (<1%)
	T Queens	2 (1%)	7 (5%)	9 (2%)
	agent unknown	0	3	3
Evergreen National Indemnity Company	U Manhattan	3 (1%)	43 (34%)	46 (11%)
	agent unknown	0	3	3
Fairmont Specialty Insurance Company	*B Queens	2 (1%)	1 (1%)	3 (1%)
	*D L.I.	15 (5%)	1 (1%)	16 (4%)
	*E L.I.	1 (<1%)	0	1 (<1%)
	K L.I.	15 (5%)	0	15 (4%)
	O Brooklyn	62 (22%)	1 (1%)	63 (15%)
	agent unknown	2	2	4
International Fidelity Insurance Company	M Manhattan	4 (1%)	13 (10%)	17 (4%)
	*Q Brooklyn	38 (14%)	0	38 (1%)
	*S Manhattan	0	1 (1%)	1 (<1%)
	agent unknown	3	2	5
Safety National Casualty Corporation	A Bronx	2 (1%)	0	2 (<1%)
	*B Queens	1 (<1%)	0	1 (<1%)
	F Brooklyn	7 (3%)	0	7 (2%)
	*H Bronx	37 (13%)	18 (14%)	55 (14%)
	I Brooklyn & Manhattan	0	18 (14%)	18 (4%)
	agent unknown	2	3	5
Seneca Insurance Company	C Brooklyn	25 (9%)	0	25 (6%)
	*D L.I.	1 (<1%)	0	1 (<1%)
	*H Bronx	1 (<1%)	0	1 (<1%)
	N Brooklyn	21 (8%)	0	21 (5%)
	V Queens	3 (1%)	4 (3%)	7 (2%)
	agent unknown	3	0	3
Total		279 (100%)	128 (100%)	407(100%)
Agent unknown		10	17	27
Total bonds with insurance company data		289	145	434
No supplementary data		10	19	31
Total bonds in Brooklyn and Manhattan		299	164	463

Percentages may not total 100% because of rounding.

*Bold type identifies agents who appear twice in the list, under two different bond companies.

Table 6 summarizes the data pertaining to the relationship between bond agents' locations and the borough of prosecution. For over half (55%) of the Brooklyn defendants, one of the six agents located in Brooklyn wrote the bond. Likewise, for over half (58%) of the Manhattan defendants, one of the five Manhattan agents wrote the bond. Friends and relatives of Brooklyn defendants went to Manhattan to find a bondsman only 9% of the time, and Manhattan defendants found a bondsman in Brooklyn 15% of the time. The three agents located in Hempstead, L.I., wrote more bonds for Brooklyn defendants (33 bonds, or 12% of Brooklyn cases) than did agents in Manhattan or Queens.

TABLE 6
NUMBER AND PERCENT OF BONDS
BY LOCATION OF BOND AGENTS AND BOROUGH OF PROSECUTION
 (Bond Cases In Brooklyn And Manhattan With Supplementary Data)

Bond Agent Location (number of agents)	Borough of Prosecution		Total
	Brooklyn	Manhattan	
<i>New York City</i>			
Bronx (2)	40 (14%)	18 (14%)	58 (14%)
Brooklyn (6)	154 (55%)	19 (15%)	173 (43%)
Manhattan (5)	26 (9%)	74 (58%)	100 (25%)
Queens (6)	26 (9%)	15 (12%)	41 (10%)
<i>Outside NYC</i>			
Hempstead, L.I. (3)	33 (12%)	2 (2%)	35 (9%)
TOTAL (22)	279 (100%)	128 (100%)	407 (100%)
No address available	20	36	56
All cases in which a bond was posted by 12/31/2005	299	164	463

Indemnitor

The indemnitor—usually a family member or friend of the defendant—is the person who pays the premium and puts up the collateral for a bond (also known as the co-signer). Sometimes more than one indemnitor was listed on the bail affidavit, but we collected information only for the first listed. The distribution of indemnitor-defendant relationships is shown in Table 7.

Over two thirds of indemnitors were related to the defendant, with mothers co-signing for bonds far more often than any other relative. The indemnitor was the defendant's mother in 100 cases, or 29% of the total number of bonds for which the relationship was available. (No case in the sample had more than one associated bond, so either "case" or "bond" can be considered the unit of analysis in this discussion.) Parents accounted for 36% of indemnitors. Siblings accounted for 17%, and other relatives (mostly aunts, uncles, and cousins) accounted for an additional 17%. Friends constituted 16% of indemnitors.

TABLE 7
INDEMNITOR-DEFENDANT RELATIONSHIP
 (Bond Cases In Brooklyn And Manhattan With Supplementary Data)

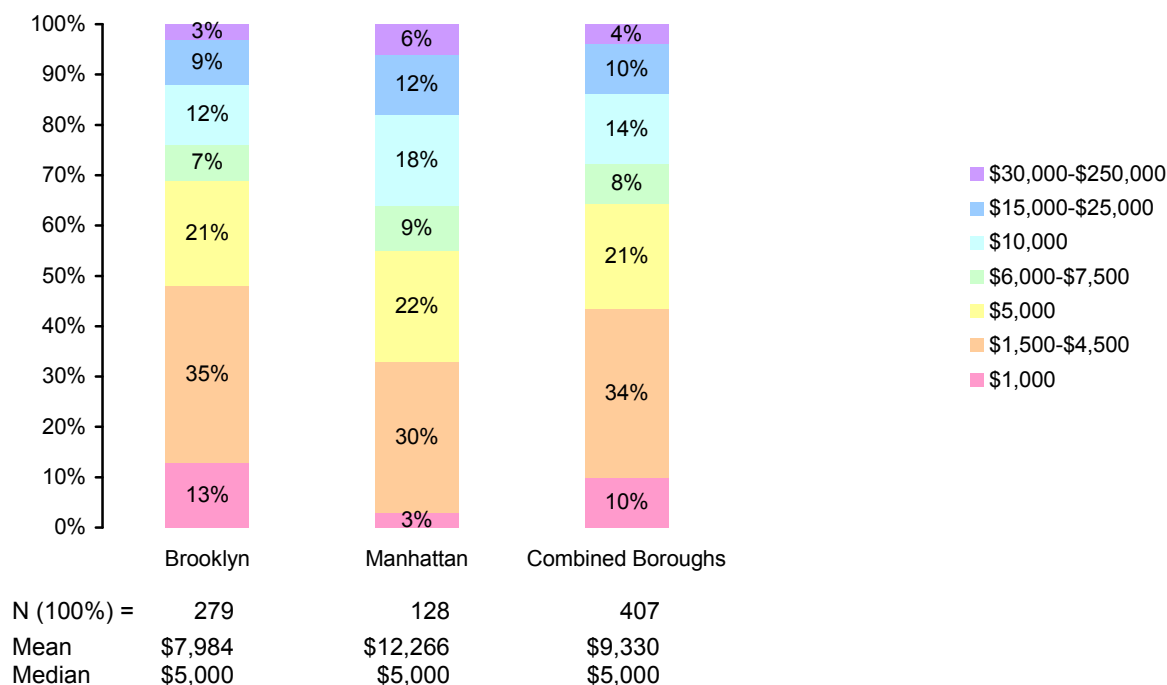
Relationship Category	Specific Relationship					Total	
Parent	Mother (including stepmother, godmother) 100 (29%)			Father (including stepfather) 24 (7%)		124 (36%)	Total Relative 241 (69%)
Sibling	Sister (including godsister) 35 (10%)			Brother 23 (7%)		58 (17%)	
Other Relative	Aunt/ Uncle 26 (7%)	Nephew/ Niece 2 (1%)	Grand- parent 5 (1%)	Daughter 1 (<1%)	Cousin 25 (7%)	59 (17%)	
Friend						55 (16%)	
Other Intimate Relationship	Fianceé 9 (3%)			Girlfriend 8 (2%)		17 (5%)	
Spouse	Wife (including common-law, ex-wife) 13 (4%)			Husband (including ex-husband) 2 (1%)		15 (4%)	
In-laws	Mother-in-law 7 (2%)	Father-in-law 3(1%)	Sister-in-law 5 (1%)	Brother-in-law 3 (1%)		18 (5%)	
Other	Employer 1 (<1%)			Sitter 1 (<1%)		2 (1%)	
Total						348 (100%)	
Relationship Not Available						115	
Total Bond Cases in Brooklyn and Manhattan						463	

Row percentages may not equal the sum of cell percentages because of rounding.

B. Bond Amount

Distributions of bond amounts for cases in Brooklyn and Manhattan are displayed in Figure 3 for each borough separately and for the combined total. With both boroughs combined, 10% of bonds were written for \$1,000; 34% in the range of \$1,500 to \$4,500; and 21% for \$5,000. All together, 65% of bonds were for \$5,000 or less. A few bonds were written for \$30,000 or above (4% overall), up to \$250,000. The average bond amount overall was \$9,330. The median of \$5,000 indicates that half of all bonds were written for \$5,000 or less, and half for \$5,000 or more.

FIGURE 3
FACE AMOUNT OF BOND BY BOROUGH
(Bond Cases In Brooklyn And Manhattan With Supplementary Data)



The mean for Manhattan (\$12,266) was higher than for Brooklyn (\$7,984), although the medians were the same. This indicates that the bonds above the median amount in Manhattan were for larger amounts than the comparable top half in Brooklyn. Accordingly, Manhattan had a larger percentage of bonds in each category over \$5,000. For example, 18% of Manhattan bonds were for \$10,000, compared to 12% for Brooklyn; 12% of Manhattan's bonds were for \$15,000 to \$25,000, compared to 9% for Brooklyn; and 6% of Manhattan's bonds were in the highest range (\$30,000 and above), compared to 3% for Brooklyn. Conversely, Brooklyn cases had a much larger proportion of bonds in the lowest amount of \$1,000 (13%) than did Manhattan cases (3%).

C. Premiums And Other Fees

As pointed out in the introduction, the fees bondsmen are allowed to charge are regulated by the New York State Department of Insurance, and are scaled to the amount of the bond. Unlike cash bail, the bondsman's fee is not returned to the client at the end of the case. Table 8 on the next two pages presents data on the fees clients paid, separately for Brooklyn and Manhattan. For every bond amount found in the sample, the table shows the maximum fee allowed by law and the actual fee recorded on the bail affidavit in the defendant's case file.

The fee reported in Table 8 consists of the premium plus any service charge added by the bondsman. In Manhattan, no service charges were recorded, and the premium was generally equal to the maximum fee allowed. The one premium higher than the legal maximum in Manhattan was \$465 (pink highlight) for a \$5,000 bond, which exceeded the legal fee by \$5. Two premiums were lower than the legal maximum, possibly the result of clerical errors (\$1,400 for a \$20,000 bond in place of a \$1,460; and \$1,160 for a \$25,000 bond in place of a \$1,760). Five of the 128 Manhattan bonds had no premium or service charge recorded on the bond affidavit, an omission that was surely inadvertent as this is the agent's source of profit.

In Brooklyn, practices varied by agent. Almost a third of Brooklyn bonds had a service charge in addition to a premium (82 of the 279 cases with supplementary data), and two had a service charge without a premium. (Service charges are not shown separately; the service charge and the premium together constitute the fee presented in Table 8.) The same three agents wrote nearly all of the bonds that had a service charge: "N" charged a service fee for all 21 bonds he wrote, splitting the legal maximum 50-50 between the premium and service charge; "C" followed the same pattern, except that he was in the habit of rounding up the legal maximum of \$460 to \$500 for a \$5,000 bond (\$250 premium plus \$250 service charge); and "Q" divided the premium and service charge with a 20-80 split, always totaling the legal maximum fee. These three agents together accounted for 81 of the 84 service charges. It seems arbitrary whether the fee was charged as a premium or as a service charge, or how it was divided between the two.

In Brooklyn there were 22 bonds with a fee larger than the maximum allowed by law. Many of these appear to be instances of 10% being charged on the entire amount of the bond, when a lower rate should have been charged on the portion over \$3,000. For example, eight cases had a \$500 fee for a \$5,000 bond (the legal maximum = \$460); five cases had a \$350 fee for a \$3,500 bond (legal fee = \$340); and two cases had a \$1,000 fee for a \$10,000 bond (legal maximum = \$860). There were also 12 cases with a fee smaller than the legal maximum in Brooklyn. Some of these could be arithmetic mistakes, as in the three \$50,000 bonds for which a fee of \$3,240 was charged when the legal maximum was \$3,260. Finally, eight cases in Brooklyn had neither a premium nor a service charge recorded on the bond affidavit, although a fee was almost certainly charged.

The mean and median fees are presented at the bottom of Table 8. The median fee was the same for both boroughs—\$460—which follows from the fact that the median bond amount was \$5,000 in both boroughs. The mean fee was larger for Manhattan cases than for Brooklyn cases—\$630 for Brooklyn bonds and \$815 for Manhattan bonds—because the mean bond amounts were also larger for Manhattan cases.

TABLE 8
BOND AGENTS' FEES BY BOND AMOUNT AND BOROUGH OF PROSECUTION
 (Bond Cases In Brooklyn And Manhattan With Supplementary Data)

Pink highlight = fee higher than amount allowed by law

Bond amount (Number and % in research sample)	Maximum fee allowed by law: 10% of first \$3,000 8% of next \$7,000 6% of amount over \$10,000	Fee (premium and/or service charge)	
		Brooklyn	Manhattan
\$1,000 N = 41 (10%)	\$100	\$100 n = 34 \$150 n = 1 \$200 n = 1 (a) n = 1	\$100 n = 4
\$1,500 N = 30 (7%)	\$150	\$150 n = 22	\$150 n = 8
\$2,000 N = 16 (4%)	\$200	\$200 n = 10 \$250 n = 1	\$200 n = 5
\$2,500 N = 49 (12%)	\$250	\$200 n = 2 \$250 n = 34 (a) n = 1	\$250 n = 12
\$3,000 N = 15 (4%)	\$300	\$300 n = 10	\$300 n = 5
\$3,500 N = 24 (6%)	\$340	\$250 n = 1 \$340 n = 11 \$350 n = 5 (a) n = 1	\$340 n = 6
\$4,000 N = 2 (<1%)	\$380		\$380 n = 2
\$4,500 N = 1 (<1%)	\$420	\$600 n = 1	
\$5,000 N = 86 (21%)	\$460	\$400 n = 2 \$460 n = 47 \$500 n = 8 (a) n = 1	\$460 n = 27 \$465 n = 1
\$6,000 N = 3 (1%)	\$540		\$540 n = 3
\$6,500 N = 1 (<1%)	\$580	\$580 n = 1	
\$7,000 N = 3 (1%)	\$620	\$620 n = 2	\$620 n = 1
\$7,500 N = 24 (6%)	\$660	\$640 n = 3 \$660 n = 12 (a) n = 1	\$660 n = 7 (b) n = 1

(continued on following page)

TABLE 8
BOND AGENTS' FEES BY BOND AMOUNT AND BOROUGH OF PROSECUTION
(continued from previous page)

Bond amount (Number and % in research sample)	Maximum fee allowed by law	Fee (premium and/or service charge)	
		Brooklyn	Manhattan
\$10,000 N = 56 (14%)	\$860	\$660 n = 1 \$860 n = 28 \$1,000 n = 2 (a) n = 1 (b) n = 1	\$860 n = 23
\$15,000 N = 14 (3%)	\$1,160	\$1,160 n = 11	\$1,160 n = 3
\$20,000 N = 9 (2%)	\$1,460	\$1,460 n = 3 (a) n = 1	\$1,400 n = 1 \$1,460 n = 2 (a) n = 2
\$25,000 N = 16 (4%)	\$1,760	\$1,760 n = 9	\$1,160 n = 1 \$1,760 n = 6
\$30,000 N = 1 (<1%)	\$2,060	\$2,060 n = 1	
\$35,000 N = 1 (<1%)	\$2,360	\$2,360 n = 1	
\$50,000 N = 6 (1%)	\$3,260	\$3,240 n = 3	\$3,260 n = 2 (b) n = 1
\$70,000 N = 1 (<1%)	\$4,460		\$4,460 n = 1
\$75,000 N = 3 (1%)	\$4,760	\$4,800 n = 2	\$4,760 n = 1
\$100,000 N = 2 (<1%)	\$6,260	\$6,260 n = 1	\$6,260 n = 1
\$150,000 N = 2 (<1%)	\$9,260		\$9,260 n = 1 (a) n = 1
\$250,000 N = 1 (<1%)	\$15,260	\$15,300 n = 1	
TOTAL N = 407 (100%)		N = 279	N = 128
All premium amounts { Mean Median		\$630 \$460 (N=271)	\$815 \$460 (N=123)

(a) No premium or other service charge was entered on the bail affidavit form, but a cash collateral was entered.

(b) No premium or service charge or cash collateral was entered on the bail affidavit form.

Cases in (a) and (b) were excluded from calculations of means and medians for premium amounts.

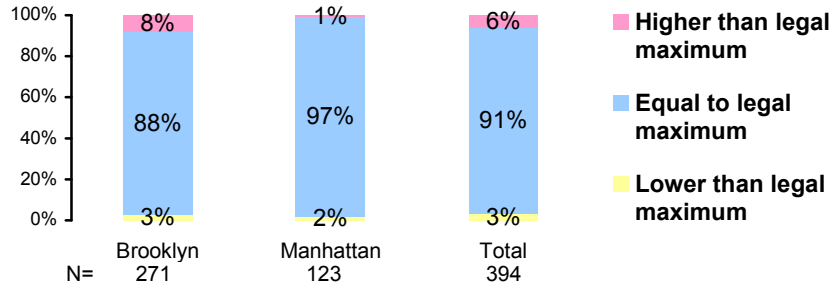
Figure 4 summarizes the findings regarding overcharging and undercharging by bond agents. Figure 4-A shows that overall, 91% of fees were equal to the legal maximum, 6% exceeded the legal maximum, and 3% were less than the legal maximum. Almost all of the departures from the legal maximum, in both directions, occurred among Brooklyn cases: 8% of Brooklyn cases had a fee greater than the legal maximum. As shown in Table 8, the one Manhattan case with a bond fee greater than the legal maximum exceeded the legal limit by only \$5.

Figure 4-B shows that the overcharges were confined to bonds underwritten by three companies: Seneca (19% of its 53 bonds had an above-legal fee); Fairmont (8% of 95 bonds); and Safety (6% of 82 bonds).

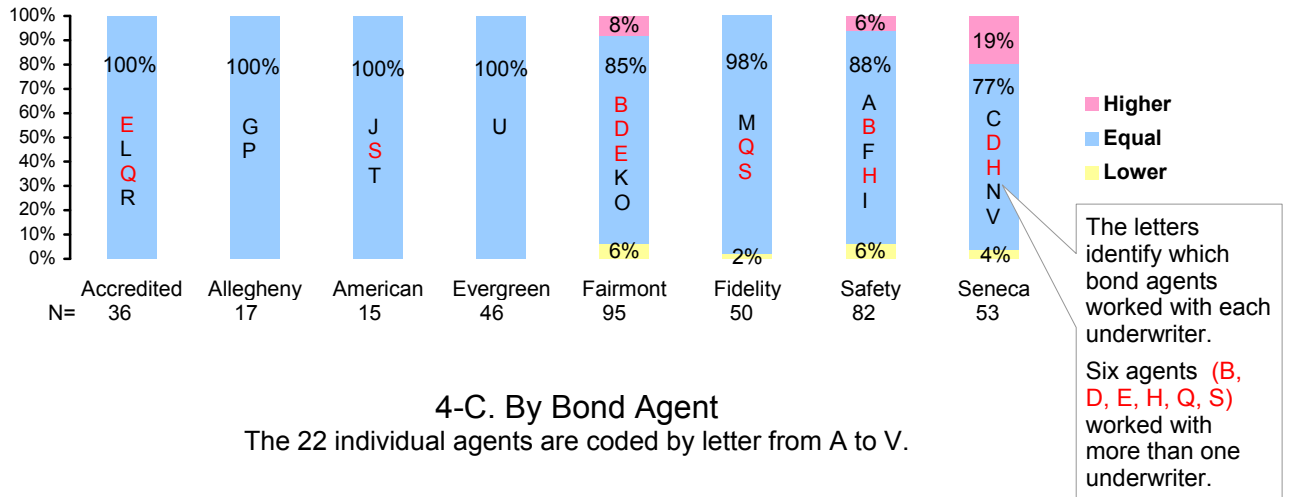
Figure 4-C shows that only 4 of the 22 agents wrote bonds with higher-than-legal fees: C, H, K, and O. Three of these agents were also responsible for most of the lower-than-legal fees: 11 of the 14 lower-than-legal fees were charged by agents C, H, and O (not shown). The fact that the departures from the legal maximum in both directions were largely the work of the same few agents may indicate that individual sloppiness in either record-keeping or arithmetic, or both, could account for the variations. Each insurance company with an agent who charged higher-than-legal fees also had other agents who always charged precisely the legal maximum, so the variations could not be attributed to any practice originating with the insurance company.

FIGURE 4
LEVEL OF BOND FEE BY BOROUGH, BOND COMPANY, AND BOND AGENT
 Percent of bond fees lower than, equal to, or higher than the maximum allowed by law
 (Cases with missing fee data are excluded.)

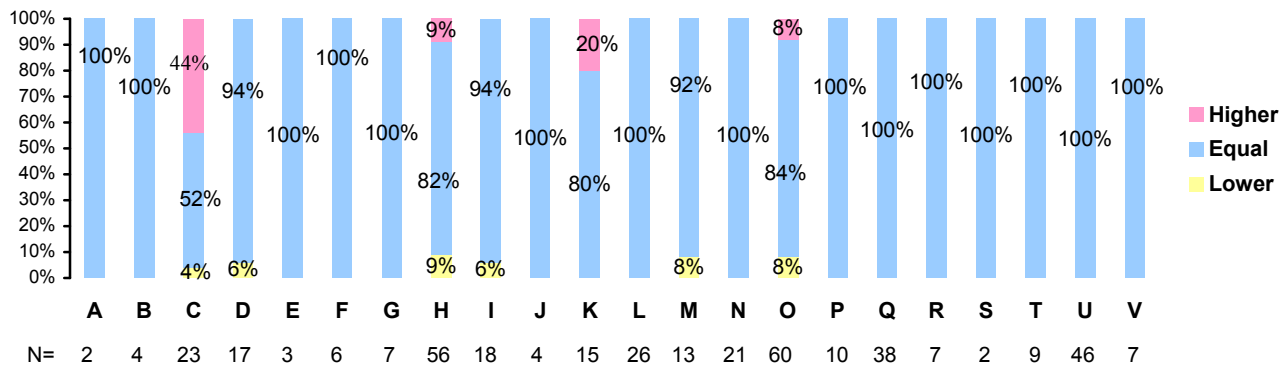
4-A. By Borough



4-B. By Insurance Underwriter



4-C. By Bond Agent
 The 22 individual agents are coded by letter from A to V.



D. Financial And Other Conditions

Cash And Property Collateral

A deposit of cash collateral was required for 94% of the bonds for which we had supplementary data. Percentages were nearly identical in Brooklyn (94%) and Manhattan (95%) (Table 9, tan highlighted cells). Cash was the *only* type of collateral in 91% of bonds overall (yellow highlighted cells).

TABLE 9
TYPE OF COLLATERAL BY BOROUGH OF PROSECUTION
(Bond Cases In Brooklyn And Manhattan With Supplementary Data)

Noncash Collateral	Cash Collateral								
	Brooklyn			Manhattan			Combined Boroughs		
	Yes	No	Row Totals	Yes	No	Row Totals	Yes	No	Row Totals
Yes	6 (2%)	17 (6%)	23 (8%)	8 (6%)	6 (5%)	14 (11%)	14 (3%)	23 (6%)	37 (9%)
No	256 (92%)	0	256 (92%)	114 (89%)	0	114 (89%)	370 (91%)	0	370 (91%)
Column Totals	262 (94%)	17 (6%)	279 (100%)	122 (95%)	6 (5%)	128 (100%)	384 (94%)	23 (6%)	407 (100%)

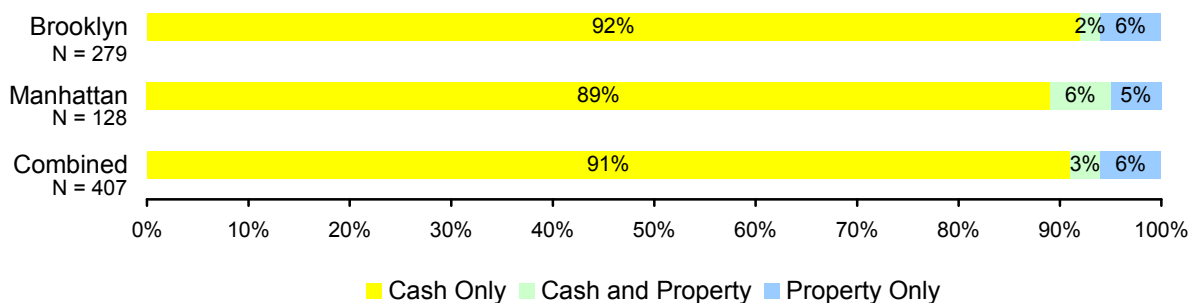
Other types of collateral, usually the deed to a house, were put up in 9% of bonds, and this proportion was slightly higher in Manhattan (11%) than in Brooklyn (8%) (light blue). Some type of collateral was required for every bond. The few bonds for which no cash collateral was deposited had instead some form of noncash collateral (dark blue). In one of the bonds with no cash collateral, an insurance settlement was listed as collateral; a house was put up as collateral for the rest of the bonds with no cash collateral, and for which this information was available.¹³

In a very small proportion of cases, both cash and property were put up as collateral: 3% of bonds overall had both types of collateral, and this occurred a little more frequently in Manhattan than in Brooklyn (6% and 2% respectively: green). In one case with a defendant who was released on a \$35,000 bond, cash collateral of \$25,000 was put up along with the defendant's passport. In another case, the defendant was released on a \$7,500 bond after cash collateral of \$750 was put up along with a car valued at \$10,000. In the remainder of cases in which a bond was posted with both cash and noncash collateral, the noncash collateral consisted of real estate.

Figure 5 summarizes this information, showing that in the overwhelming majority of bonds only cash collateral was required. Some form of noncash collateral was put up in less than 10% of bonds, including some overlap in which both cash and property were put up to secure the bond. It was more common in Manhattan cases for a bond to be secured by both cash and property collateral.

¹³ In one case the type of noncash collateral was unknown; it was recorded on the bail affidavit as "on previous affidavit," but the previous affidavit was not in the case file.

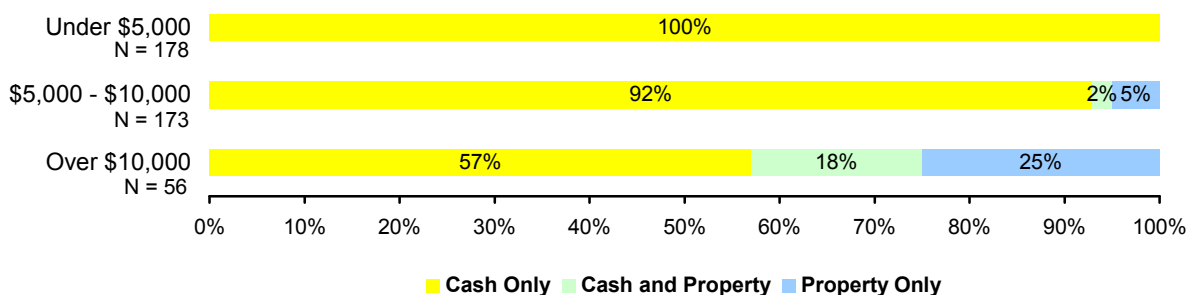
FIGURE 5
TYPE OF COLLATERAL BY BOROUGH OF PROSECUTION
 (Bond Cases In Brooklyn And Manhattan With Supplementary Data)



The type of collateral was based to a great extent on the face amount of the bond. Property collateral was associated with higher bond amounts, and a combination of cash and property collateral was associated with the highest bond amounts. No bond written for less than \$5,000 had any property collateral associated with it, compared to almost half of bonds over \$10,000. Among bonds over \$10,000, 18% had both cash and property collateral and 25% had property collateral only, bringing the total with property collateral to 43% (Figure 6).

Among midrange bonds, between \$5,000 and \$10,000, there were some with property collateral but they amounted to only 8% of the total: 5% had only property collateral and another 2% had both types (5% + 2% does not equal 8% and the total for the row does not equal 100% because of rounding).

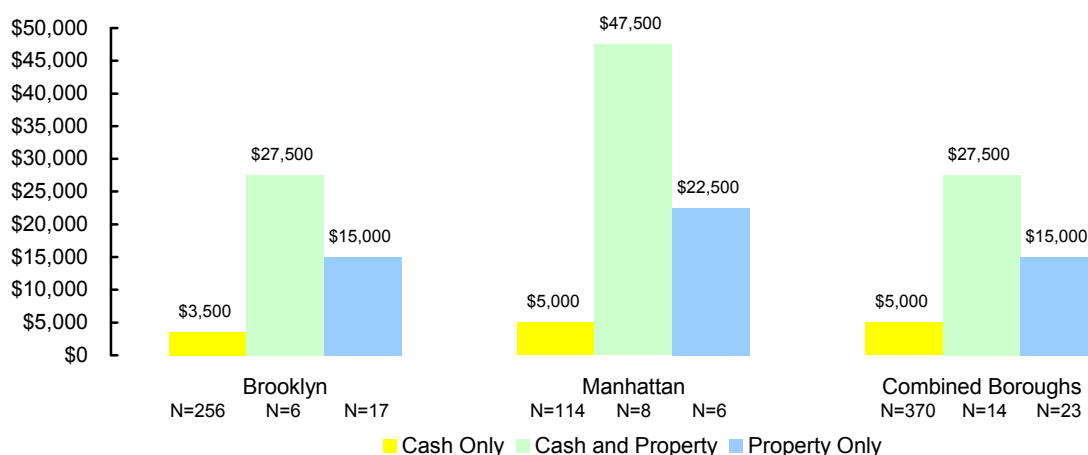
FIGURE 6
TYPE OF COLLATERAL BY BOND AMOUNT
 (Bond Cases In Brooklyn And Manhattan With Supplementary Data)



Bar totals may not equal 100% because of rounding.

The strong association of collateral type with the face amount of the bond is reinforced by the data presented in Figure 7, which shows median bond amount by type of collateral. Median bond amounts were lowest when the collateral was cash only (\$5,000, combined boroughs); highest for bonds with both types of collateral (\$27,500); and in the middle range when the collateral was in the form of property only (\$15,000). The same pattern was found in Brooklyn and Manhattan separately. The very small number of cases with both cash and property collateral renders the results for this category unreliable, but it is not unreasonable that the largest bonds would be the ones secured by both cash and property.

FIGURE 7
MEDIAN BOND AMOUNT BY TYPE OF COLLATERAL AND BOROUGH
(Bond Cases In Brooklyn And Manhattan With Supplementary Data)



Amount Of Cash Collateral

The amount of cash collateral required by bond agents was also largely dependent on the size of the bond, but there were wide variations by borough and among insurance companies and bond agents. In addition, bond agents adjusted the cash amount downwards if property was also put up as collateral. The courts also undoubtedly influenced the amount of cash collateral, as the judge can refuse to sign the bail application if he or she is not satisfied that the collateral is sufficient to ensure the defendant's return. Unlike premiums, the amount of cash collateral for an insurance company bail bond is not regulated by law.¹⁴

¹⁴ CPL §500.10.16, which defines an insurance company bail bond, does not specify any required amount of cash or property collateral. CPL §500.10.17 defines a "secured bail bond" as a bond secured by (a) personal property at least equal to the bond amount; or (b) real property valued at twice the bond amount. A secured bail bond posted directly with the court must meet the requirements of CPL §500.10.17, but the court may accept a number of other types of bonds, including insurance company bail bonds. Insurance law, which regulates the fees bail bondsmen may charge, says nothing about the amount of collateral.

Table 10 shows that the median amount of cash collateral was \$1,500 for the 384 bonds with cash collateral (mean = \$2,327). The amount of cash collateral required was considerably higher when property was deposited along with cash collateral (median=\$3,150, mean=\$5,614). However, *as a proportion of the bond amount*, the amount of cash collateral was greatly reduced when put up in conjunction with property: on average, cash collateral amounted to 38% of the bond amount when no property was put up, compared to 18% when in conjunction with property (medians=37% and 12%, respectively).

Cash collateral amounts were higher in Manhattan than in Brooklyn, except when property was also deposited. This was the result of higher bond amounts (see Figure 3) combined with higher rates: 40% of the bond amount was the median for cash collateral in Manhattan, compared to 34% in Brooklyn.

TABLE 10
AMOUNT OF CASH COLLATERAL
SEPARATELY FOR CASH ONLY AND CASH PLUS PROPERTY COLLATERAL
(Bond Cases In Brooklyn And Manhattan With Cash Collateral)

Combined Boroughs

	Cash Only N=370		Cash + Property N=14		All Cash N=384	
Amount of cash collateral	Mean \$2,203	Median \$1,500	Mean \$5,614	Median \$3,150	Mean \$2,327	Median \$1,500
Cash collateral as % of bond amount	38%	37%	18%	12%	37%	36%

Brooklyn

	Cash Only N=256		Cash + Property N=6		All Cash N=262	
Amount of cash collateral	Mean \$1,846	Median \$1,200	Mean \$6,820	Median \$3,750	Mean \$1,960	Median \$1,200
Cash collateral as % of bond amount	36%	34%	22%	14%	36%	34%

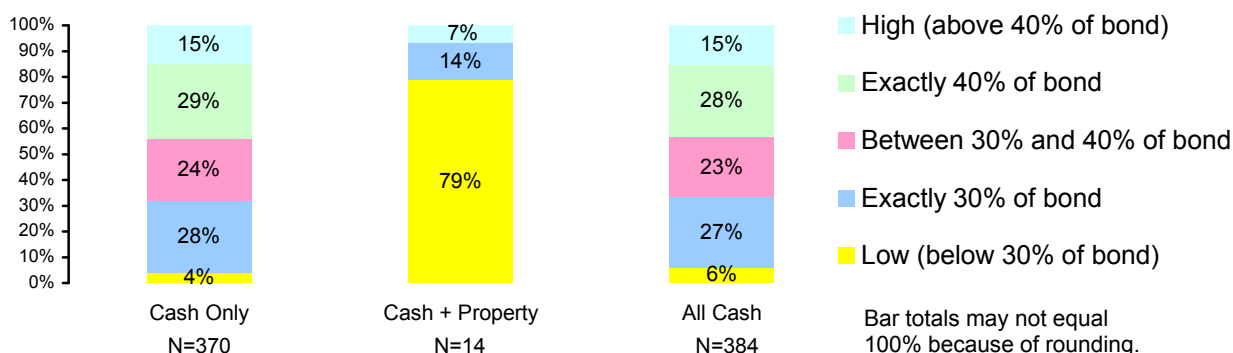
Manhattan

	Cash Only N=114		Cash + Property N=8		All Cash N=122	
Amount of cash collateral	Mean \$3,003	Median \$2,000	Mean \$4,710	Median \$3,000	Mean \$3,115	Median \$2,000
Cash collateral as % of bond amount	41%	40%	15%	10%	40%	40%

Figure 8 illustrates how often cash collateral was set in each range: **Low**, defined as below 30% of the bond amount (6%); **Exactly 30%** of the bond amount (27%); **Between 30% and 40%** (23%); **Exactly 40%** (28%); and **High**, defined as above 40% (15%). Among all bonds with cash collateral, 78% were in the range from 30% up to and including 40% (27% + 23% + 28%). Cases were roughly equally divided among those for which cash collateral, as a proportion of the face amount of the bond, amounted to 30%, 40%, or somewhere in between.

On the other hand, among the small number of bonds with both cash and property collateral, in the majority of cases the cash collateral was low (79%).

FIGURE 8
CASH COLLATERAL AS PROPORTION OF BOND AMOUNT
SEPARATELY FOR CASH ONLY AND CASH PLUS PROPERTY COLLATERAL
(Bond Cases In Brooklyn And Manhattan With Cash Collateral)



Excluding the bonds for which property as well as cash was deposited as collateral, we examined differences between boroughs and among insurance companies and agents (Figure 9).

Among Manhattan cases 40% was by far the most common proportion (64% of cash collaterals), whereas among Brooklyn cases almost three quarters were below 40%, and only 14% were set at exactly 40% (Figure 9-A).

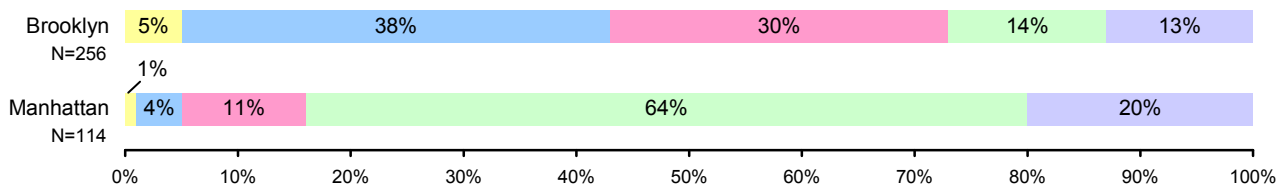
There was also much variation by the insurance company (Figure 9-B). The two companies with the largest number of bonds, Fairmont and Safety, had very different patterns. Among the Fairmont bonds, nearly three quarters were secured by cash collateral equal to 30% of the bond, whereas a 30% cash collateral was found in only 1% of the Safety bonds.

Differences in individual bond agents' practices are illustrated by Figure 9-C. A few agents, each of whom wrote only a few bonds, required the same proportion of cash collateral to bond amount for every bond (A, S, T—all 40%), but most required varying ratios of collateral to bond amount. Two agents wrote at least one bond with cash collateral in each proportional category (H and Q).

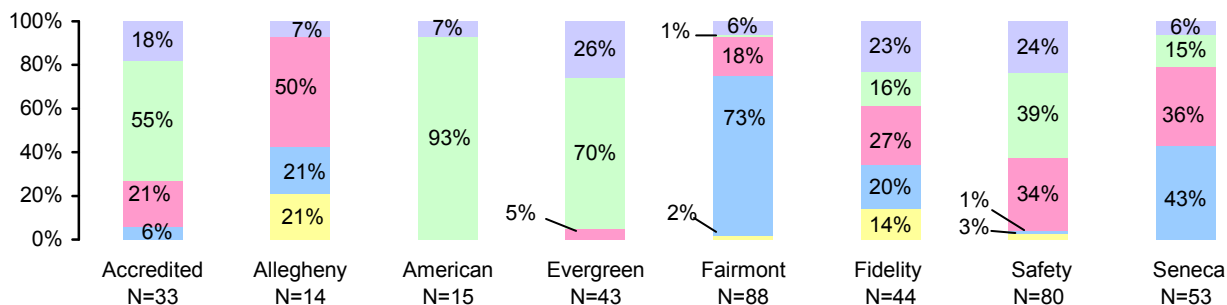
FIGURE 9
CASH COLLATERAL AS PROPORTION OF BOND AMOUNT
BY BOROUGH, INSURANCE UNDERWRITER, AND BOND AGENT
 (Bond Cases In Brooklyn And Manhattan With Only Cash Collateral)

Low (less than 30% of bond) 30% 31 – 39% 40% High (greater than 40% of bond)

9-A. By Borough

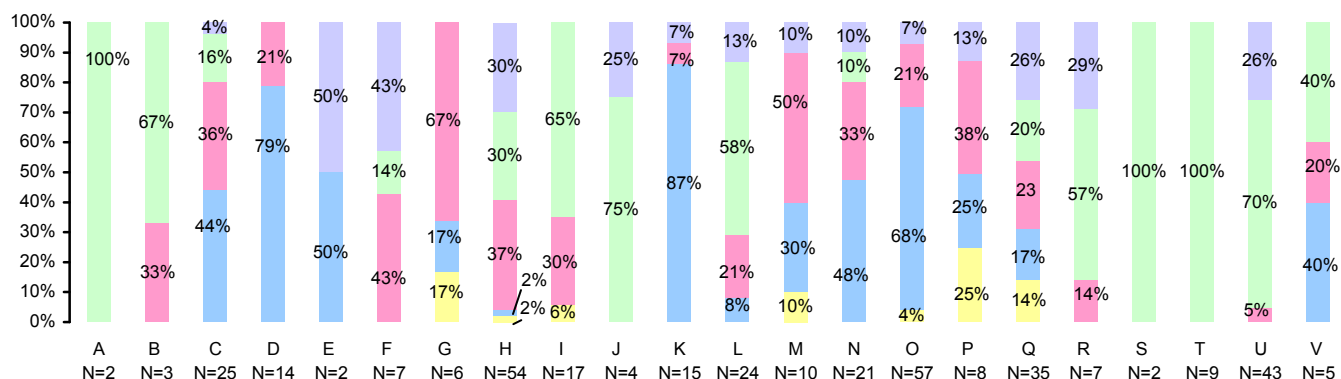


9-B. By Insurance Underwriter



9-C. By Bond Agent

The 22 individual agents are coded by letter from A to V.



Bar totals may not equal 100% because of rounding.

Weekly Reporting Requirement

About a third of the bonds with supplementary data had a weekly reporting requirement—a statement on the bail affidavit that the defendant must check in with the agent once a week, either in person or by telephone. Table 11 shows that defendants with high bonds were no more likely to be required to check in with the agent than were defendants with smaller bonds.

TABLE 11
WEEKLY REPORTING REQUIREMENT BY BOND AMOUNT
(Bond Cases In Brooklyn And Manhattan With Supplementary Data)

Face Amount of Bond		Number and % with weekly reporting	
\$3,000 or less	N= 151	49	32%
\$3,001 to \$5,000	N= 113	43	38%
\$5,001 to \$15,000	N= 101	31	31%
Above \$15,000	N= 42	10	24%
Total	N= 407	133	33%

Rather, the factors affecting the likelihood that the defendant would be required to check in on a weekly basis were the borough, the insurance company, and especially the specific bond agent. Bonds in Manhattan cases were more than twice as likely to have a weekly reporting requirement as bonds in Brooklyn cases. Less than a fourth (22%) of Brooklyn bonds had a reporting requirement, compared to over half (56%) of Manhattan bonds (Table 12).

TABLE 12
WEEKLY REPORTING REQUIREMENT BY BOROUGH
(Bond Cases In Brooklyn And Manhattan With Supplementary Data)

Borough		Number and % with weekly reporting	
Brooklyn	N= 279	61	22%
Manhattan	N= 128	72	56%
Total	N= 407	133	33%

Three insurance companies—Accredited, Evergreen, and Safety—underwrote the bonds for all but one of the cases with a reporting requirement (Table 13). One additional case with a reporting requirement was underwritten by Seneca. Evergreen was the only company with a reporting requirement for 100% of its bonds.

TABLE 13
WEEKLY REPORTING REQUIREMENT BY INSURANCE UNDERWRITER
(Bond Cases In Brooklyn And Manhattan With Supplementary Data)

Insurance Underwriter		Number and % with weekly reporting	
Accredited	N= 37	22	59%
Allegheny	N= 17	0	0
American	N= 15	0	0
Evergreen	N= 46	46	100%
Fairmont	N= 98	0	0
Fidelity	N= 56	0	0
Safety	N= 83	64	77%
Seneca	N= 55	1	2%
Total	N= 407	133	33%

Five of the 22 agents recorded a weekly reporting requirement on virtually every bond they wrote. (The five agents who consistently required weekly contact from the defendant included H, who indicated a weekly reporting requirement on 55 of 56 bonds.) Together these five agents accounted for 117 of the total 133 bonds with weekly reporting (Table 14). The remaining 16 bonds with a reporting requirement were scattered among four other agents. Over half of the agents (13, or 59%) did not indicate a weekly reporting requirement on any bond.

TABLE 14
WEEKLY REPORTING REQUIREMENT BY BOND AGENT
(Bond Cases In Brooklyn And Manhattan With Supplementary Data)

Bond Agent		Number and % with weekly reporting	
A	N= 2	2	100%
B	N= 4	0	0
C	N= 25	0	0
D	N= 17	0	0
E	N= 3	2	67%
F	N= 7	7	100%
G	N= 7	0	0
H	N= 56	55	98%
I	N= 18	1	6%
J	N= 4	0	0
K	N= 15	0	0
L	N= 27	12	44%
M	N= 17	0	0
N	N= 21	0	0
O	N= 63	0	0
P	N= 10	0	0
Q	N= 39	1	3%
R	N= 7	7	100%
S	N= 3	0	0
T	N= 9	0	0
U	N= 46	46	100%
V	N= 7	0	0
Total	N= 407	133	33%

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V. CASH BAIL

This section presents data for cash bail releases collected manually for cases in the four largest boroughs of New York City. Information from cash bail receipts included characteristics of the person who posted the cash, such as place of residence and, for a subset of cases, relationship to the inmate. Additional information for cash bail releases included the amount of cash posted, the facility where the bail was posted, and the jail where the inmate was being held.

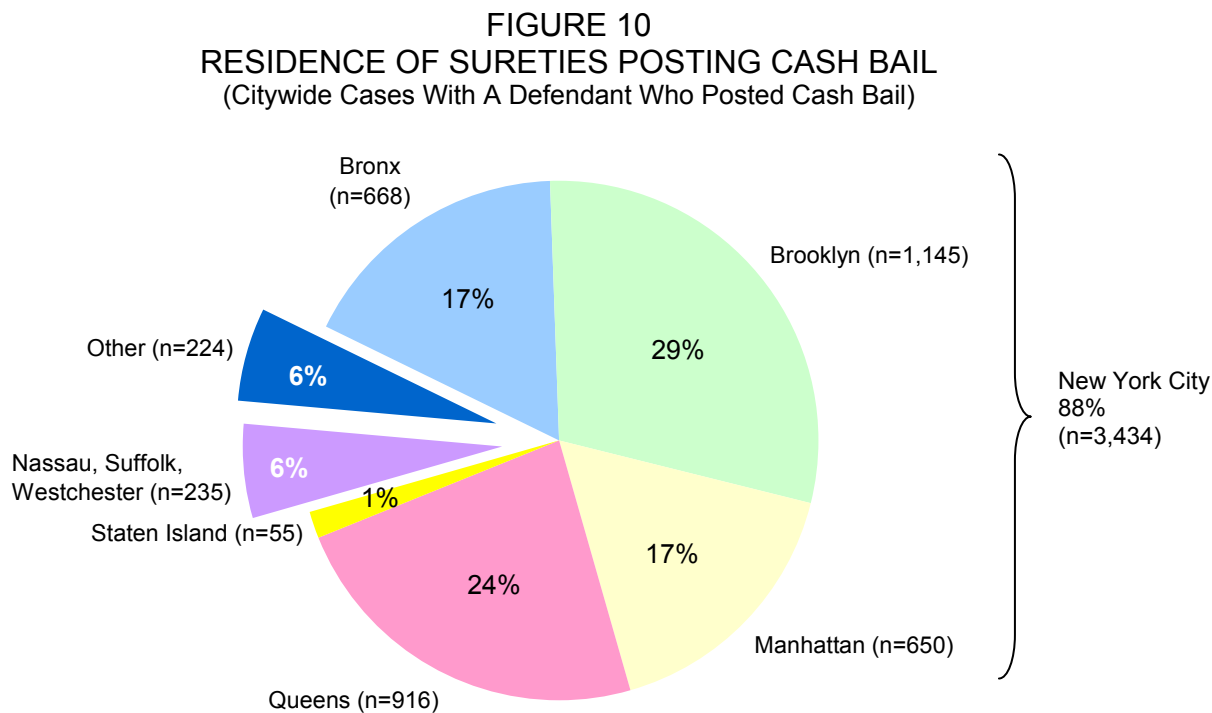
A. Characteristics Of Cash Bail Sureties

The surety for a cash bail release is the person who deposits money for the defendant's release, usually someone other than the defendant, but sometimes the defendant him/herself.

Surety's Residence

The surety's address was collected from cash bail receipts. Cases with no receipt that were identified as cash bail cases through another source were usually lacking an address for the surety. Cases missing address information comprised 13% of the cash bail releases (n=600).

The remaining 3,893 cash bail cases were examined in order to estimate the distance traveled by friends and relatives to gain a defendant's release. As shown in Figure 10, 88% lived in New York City, 6% in counties bordering New York City, and the remaining 6% lived elsewhere (including one who was homeless).



N = 3,893 (100%)
 +600 missing residence
 4,493 cases with a defendant who was released on cash bail

Surety-Defendant Relationship

The relationship of the surety to the defendant was not included on cash bail receipts, but was collected for a subset of cases of defendants released from Riker's Island whose case folders, containing an additional surety information form, were made available (n=771). The distribution of surety-defendant relationships for this subsample is presented in Table 15.

TABLE 15
SURETY-DEFENDANT RELATIONSHIP
 (Subset Of Citywide Cases With A Defendant Who Posted Cash Bail: Riker's Island Detainees)¹⁵

Relationship Category	Specific Relationship						Total	
Parent	Mother (including stepmother) 142 (18%)			Father (including stepfather) 65 (8%)			207 (27%)	Total Relative 431 (56%)
Sibling	Sister 64 (8%)			Brother 51 (7%)			116 (15%)	
Other Relative	Aunt/ Uncle 32 (4%)	Niece 4 (1%)	Grand- mother 9 (1%)	Daughter/ Son 18 (2%)	Cousin 41 (5%)	Other Family 4 (1%)	108 (14%)	
Friend							144 (19%)	
Other Intimate Relationship	Fiancé/Fiancée 14 (2%)		Girlfriend/Boyfriend 52 (7%)		Mother of Child 6 (1%)		72 (9%)	
Spouse	Wife (including common-law) 69 (9%)		Husband 8 (1%)		Domestic Partner 1 (<1%)		78 (10%)	
In-laws	Mother-in-law 2 (<1%)		Father-in- law 2 (<1%)	Sister-in-law 5 (1%)		Brother-in-law 7 (1%)		16 (2%)
Self							19 (2%)	
Other	Co-worker, employer, business associate 5 (1%)		Attorney 3 (<1%)		Miscellaneous 3 (<1%)		11 (2%)	
Total							771 (100%)	
Relationship Not Available							3,722	
Total Cash Bail Cases Citywide							4,493	

Row percentages may not equal the sum of cell percentages because of rounding.

¹⁵ Table 15 includes a larger proportion of Brooklyn cases, and a smaller proportion of Bronx and Manhattan cases, than was found among cash bail cases overall. This reflects the Riker's Island population, which had a greater concentration of Brooklyn cases during the study period because the Brooklyn detention center was closed. Manhattan defendants were more likely to be housed at the Manhattan Detention Complex, and Bronx defendants at the Vernon C. Bain Detention Center. Defendants in Queens cases were also slightly over-represented at Riker's Island, although many were housed at the Vernon C. Bain Detention Center. Of cases represented in Table 15, 51% were prosecuted in Brooklyn and 30% in Queens, compared to 27% and 26% respectively in the overall sample of cash bail cases (not shown).

Mothers represented the largest single category (18%), with over a quarter of cash bails posted by a parent (27%). Siblings accounted for an additional 15%, and other family members (not counting a spouse) brought the total to 56% who were relatives of the defendant. Spouses, usually a wife, constituted another 10%.

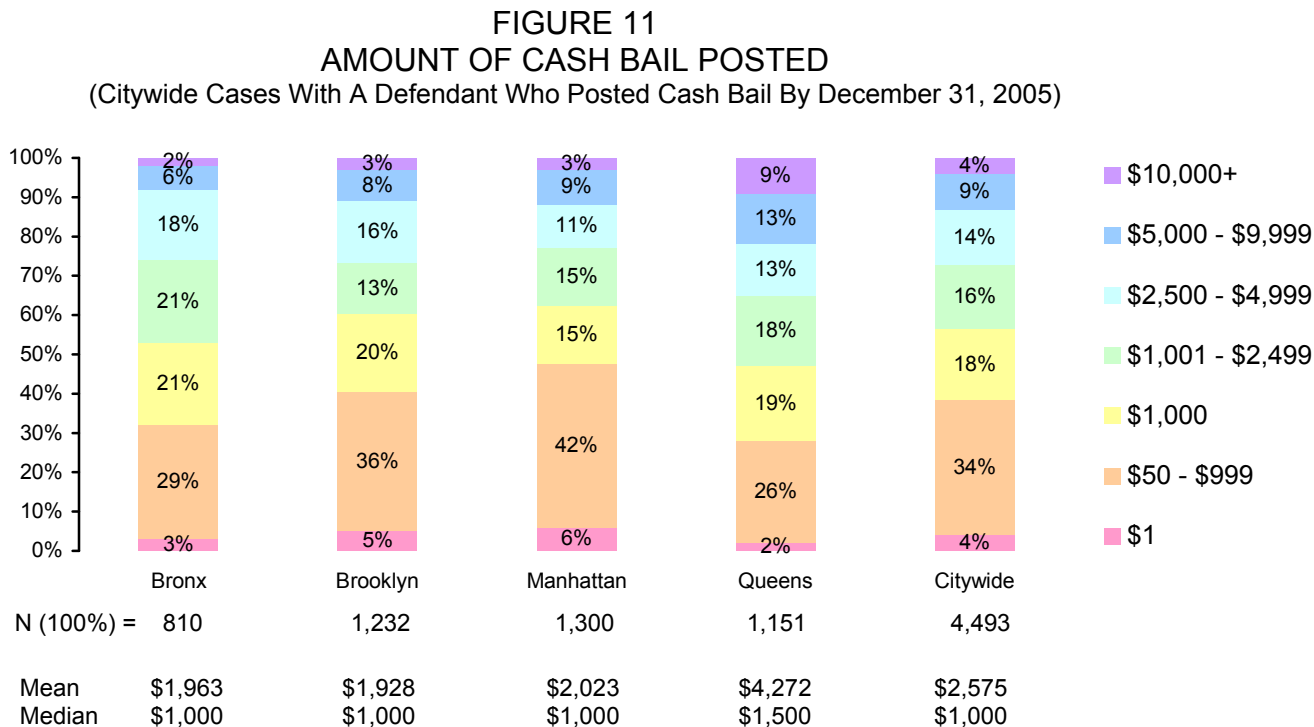
Of nonfamily relationships, the predominant one was “friend” (19%). The surety was a girlfriend or someone else in an intimate relationship with the defendant in an additional 9% of cases, and in-laws (most often a brother-in-law) accounted for another 2%. The defendant him/herself put up the bail in 2% of cases.

The remaining 2% consisted of co-workers (including an employer), the defendant’s attorney, a teacher, a tenant, and a neighbor (the last three grouped together as “miscellaneous”).

B. Cash Bail Amount

The mean amount of cash bail posted citywide was \$2,575 and the median was \$1,000, but there were borough differences. The mean in Queens was more than double the amount in any other borough (\$4,272 in Queens, compared to about \$2,000 elsewhere), and the median was also higher: \$1,500 in Queens and \$1,000 everywhere else.

Figure 11 shows that Queens also had a larger proportion of cases in which cash bail was posted for \$10,000 or more (9% in Queens, compared to 3% or less elsewhere), and a smaller than average proportion of cases with cash bail posted for less than \$1,000 (26% in Queens, compared to 34% citywide, excluding \$1). Manhattan had the largest proportion in this low-bail category, with 42%.



(Amounts of \$1 excluded in calculation of means and medians)

Bar totals may not equal 100% because of rounding.

C. Spatial Relationships: Bail Posting, Inmate Housing, And Surety Residence

Location Of Bail Posting

Cash bail can be posted at any DOC facility for a defendant held in the same or any other DOC facility. The three DOC facilities serving the city at the time of the research were the Manhattan Detention Complex (MDC)¹⁶; the Vernon C. Bain Center (VCBC), which is a barge moored in the East River off Hunt's Point in the Bronx; and Riker's Island. Riker's Island has many separate jails but all bail posted at Riker's Island is deposited with the Riker's Island Central Cashier (RICC). Cash bail can also be posted at the cashier's window in the courthouses in all boroughs for defendants who have not yet been remanded to DOC custody after a court appearance, or in evening and weekend court parts when the cashier is closed.

Cash bail postings citywide were distributed roughly equally among the four locations: 29% in court, 31% at MDC, 20% at RICC, and 20% at VCBC (Figure 12-A). However, there were tremendous differences by the borough of prosecution. Cash was much more likely to be posted at the courthouse for Bronx cases (47%) and least likely for Manhattan cases (16%). Among Manhattan cash bail cases, three quarters were posted at MDC, and among Brooklyn cash bail cases, nearly a third at MDC (30%)—but only a handful of cash bails were posted at MDC among Bronx and Queens cases (2% and 3%, respectively). Among Bronx and Queens cases, cash bail was frequently posted at VCBC (43% and 48%, respectively), whereas VCBC was hardly ever used to post cash in Manhattan and Brooklyn cases (1% in each borough).

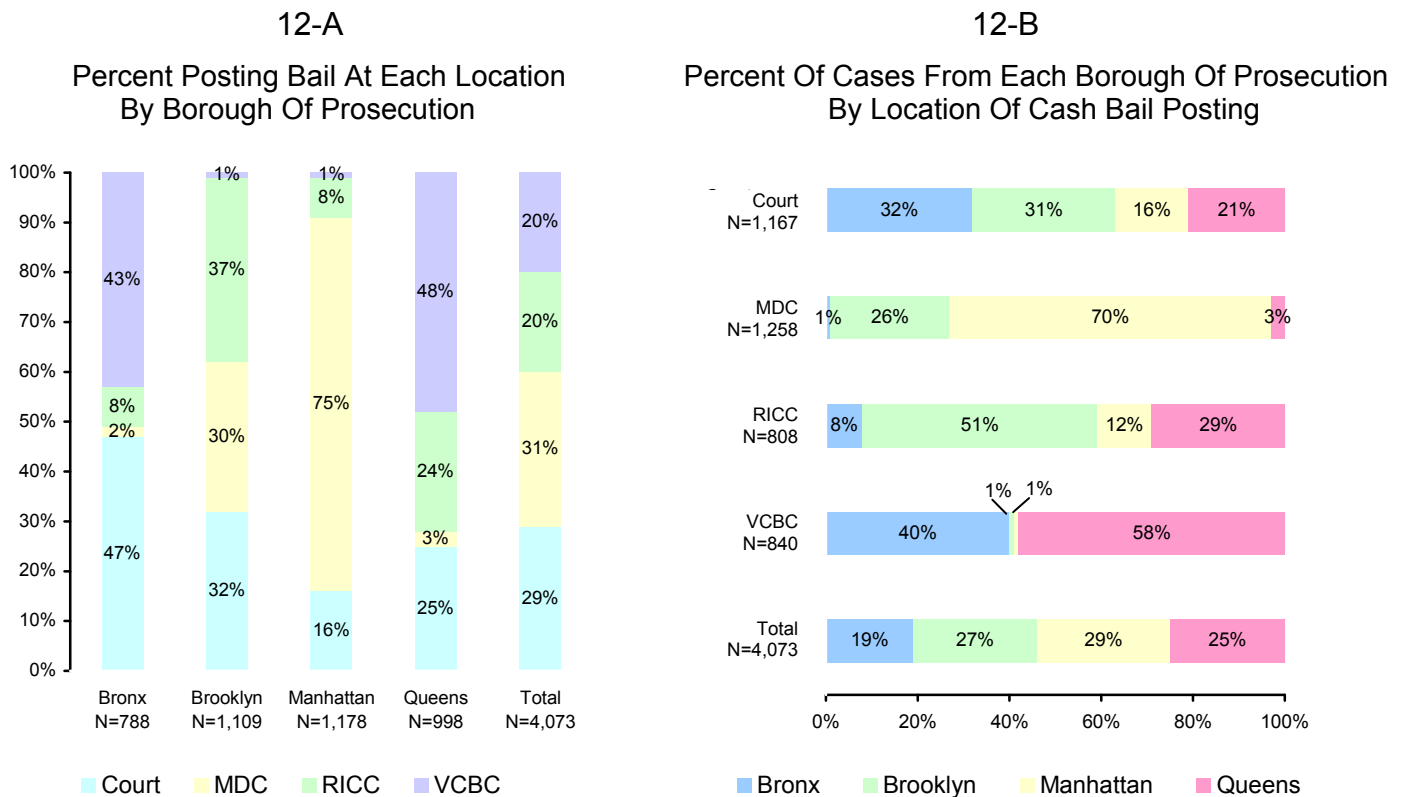
Bail was posted at Riker's Island in 8% of cash bails posted in Bronx and Manhattan cases, and much more frequently in Queens and Brooklyn cases (24% and 37%, respectively).

Figure 12-B illustrates the borough distribution for each bail posting location, showing that the borough mix was very different at the different facilities. For example, MDC accepted cash bail deposits almost exclusively for Manhattan (70%) and Brooklyn (26%) cases, whereas VCBC handled cash bail making almost exclusively for Bronx (40%) and Queens (58%) cases. The Riker's Island cashier received cash bail for cases from all boroughs, but over half (51%) were from Brooklyn.

These findings reflect the fact that MDC housed primarily Manhattan defendants, VCBC housed primarily Bronx and Queens defendants, and Brooklyn defendants—with no open DOC facility in that borough at the time of the study—were most often sent to Riker's Island for pretrial detention. Where the defendant was being held, as well as how conveniently located the facility was for the person posting the bail, were both factors likely to influence where bail was posted.

¹⁶ MDC was known during the study period as the Bernard B. Kerik Complex.

FIGURE 12
LOCATION OF CASH BAIL POSTING BY BOROUGH OF PROSECUTION



Information pertaining to the facility where bail was posted was unavailable for 420 cases for which cash bail receipts were not located. For these cases, form of bail was collected from OCA, which does not provide bail posting locations in its computerized database. Fewer cases were missing the location of bail posting than were missing the residence of the person posting bail (see Figure 10; n=600 missing surety's residence) because of data available for some of these cases from records kept by CJA's Bail Expediting program (BEX), which operates in the Bronx and Queens. While these records do not include the surety's residence, they do indicate whether bail was posted in court or at VCBC.

Relationship Of Inmate's Location To Bail Posting Location

For defendants who were in DOC custody, the facility holding the defendant was likely to be the same one where the surety went to post bail, but this was less often the case for Riker's Island inmates than at other DOC facilities. Of the 733 cases of defendants who were held at MDC and released on cash bail, 99% had their bail posted at MDC. Similarly, of 757 cases of defendants who were held at VCBC and released on cash bail, 97% had their bail posted at VCBC. However, of the 1,275 cases of defendants who were held on Riker's Island and released on cash bail, someone traveled to Riker's Island to post bail in only 58% of them; in most of the other cases (39%) the surety went to MDC (Table 16, bottom percentage within each cell).¹⁷

The row percentages in Table 16 (top percentage within each cell) tell a complementary story, showing that people often posted bail at MDC for a defendant who was on Riker's Island, but not the reverse: of the 1,258 cash bail postings at MDC, 58% were for a defendant being held there, and another 40% for a defendant on Riker's Island. Of the 808 cash bail postings at Riker's Island, almost all (92%) were for a defendant on Riker's Island.

Finally, cash bail posted at VCBC was usually for a defendant in custody there (88%), as well as the other way around (that is, almost all of VCBC inmates who were bailed out had their bail posted at VCBC, as noted in the first paragraph).

TABLE 16
BAIL POSTING LOCATION BY FACILITY HOUSING INMATE
(Cases With A Defendant Who Posted Cash Bail By December 31, 2005)

BAIL POSTING LOCATION	FACILITY HOUSING INMATE					
	Court	MDC	Riker's	VCBC	Unknown	Total
Courthouse	1,167 (100%) 100%	0	0	0	0	1,167 (100%) 29%
Manhattan Detention Complex (MDC)	0	727 (58%) 99%	499 (40%) 39%	5 (<1%) 1%	27 (2%) 19%	1,258 (100%) 31%
Riker's Island Central Cashier (RICC)	0	4 (1%) 1%	742 (92%) 58%	15 (2%) 2%	47 (6%) 33%	808 (100%) 20%
Vernon C. Bain Center (VCBC)	0	2 (<1%) <1%	34 (4%) 3%	737 (88%) 97%	67 (8%) 48%	840 (100%) 21%
Total	1,167 (29%) 100%	733 (18%) 100%	1,275 (31%) 100%	757 (19%) 100%	141 (3%) 100%	4,073 (100%) 100%

Percentages may not total 100% because of rounding.

¹⁷ The reasons for not holding a Manhattan defendant at MDC may vary, but include overcrowding at MDC or special medical needs. In addition, MDC does not house women, so all female detainees in DOC custody are sent to Riker's Island. Although it may be more convenient for friends and relatives of defendants to go to MDC to post bail, as opposed to making the long trip to Riker's Island, the wait for release at MDC is prolonged when the inmate is in custody somewhere else. It can take many hours for the defendant to be brought from Riker's Island to be released into the custody of someone waiting at MDC.

Relationship Of Surety's Place Of Residence To Bail Posting Location

The surety's place of residence was also related to the location of bail posting, but was generally not as important as where the defendant was being held. For example, sureties who lived in Manhattan were far more likely to post bail at the Manhattan Detention Complex than sureties who lived in other boroughs or outside the City: 73% of Manhattan residents posted bail at MDC, compared to 33% overall (Table 17). Brooklyn and Manhattan residents were also much less likely to post bail at VCBC (4% and 5% respectively) than people who lived elsewhere. However, the data presented earlier showed that for defendants at MDC or VCBC, almost *everyone* posting bail came to the facility where the defendant was held. To separate the effect of the defendant's location from the effect of the surety's place of residence, it is necessary to re-examine the data presented in Table 17 for cases of defendants held in each DOC facility separately, which is done in Table 18.

TABLE 17
BAIL POSTING LOCATION BY SURETY'S RESIDENCE
(Cases With A Defendant Who Posted Cash Bail By December 31, 2005)

BAIL POSTING LOCATION	RESIDENCE OF PERSON POSTING CASH BAIL											Residence Unknown	N
	Bronx	Brooklyn	Manhattan	Queens	Staten Island	Subtotal NYC	Nassau/Suffolk	Westchester	Elsewhere in NY, NJ, CT	Other	Total		
Courthouse	129 (20%)	317 (29%)	94 (15%)	241 (27%)	16 (30%)	797 (24%)	27 (19%)	16 (17%)	37 (26%)	22 (31%)	899 (24%)	268	1,167
Manhattan Detention Complex (MDC)	155 (23%)	391 (36%)	464 (73%)	86 (10%)	20 (37%)	1,116 (33%)	25 (18%)	29 (32%)	58 (40%)	21 (29%)	1,249 (33%)	9	1,258
Riker's Island Central Cashier (RICC)	79 (12%)	337 (31%)	45 (7%)	239 (27%)	13 (24%)	713 (21%)	38 (27%)	13 (14%)	25 (17%)	13 (18%)	802 (21%)	6	808
Vernon C. Bain Center (VCBC)	297 (45%)	45 (4%)	34 (5%)	335 (37%)	5 (9%)	716 (21%)	50 (36%)	34 (37%)	24 (17%)	16 (22%)	840 (22%)	0	840
Total	660 (100%)	1,090 (100%)	637 (100%)	901 (100%)	54 (100%)	3,342 (100%)	140 (100%)	92 (100%)	144 (100%)	72 (100%)	3,790 (100%)	283	4,073
Facility Unknown	8	55	13	15	1	92	3	0	4	04	17	317	600
N =	668	1,145	650	916	55	3,434	143	92	148	76	1,145	420	4,493

Table 18 shows that for defendants at MDC or VCBC, the surety's place of residence had no effect whatsoever on where bail was posted. More than half of the sureties posting bail for someone at MDC did *not* live in Manhattan (345 of the 728 MDC cases had a surety who lived in Manhattan), but nearly all of them posted bail at MDC. An even larger majority of sureties posting bail for a VCBC inmate did not live in the nearest counties, the Bronx or Westchester (276 of the 757 VCBC cases had a surety who lived in the Bronx or Westchester), yet all but a handful posted bail at VCBC.

For defendants housed on Riker's Island, though, the surety's residence had a strong influence on whether he/she traveled to Riker's Island or went instead to another DOC facility. Manhattan residents tended to go to MDC (72% posted bail there), in spite of the fact that the inmate was on Riker's Island. Many more Bronx and Westchester residents posted bail at VCBC for someone on Riker's Island (19% did) than did sureties who lived in Manhattan (1% did) or other boroughs of the City (none did). Brooklyn residents who bailed out someone on Riker's Island were fairly equally divided between MDC (47%) and Riker's Island (53%) as their bail-posting location.

Riker's Island is most easily accessible from Queens, so one would expect that residents of Queens and the adjoining counties on Long Island would be most likely to go there rather than either of the more distant DOC facilities to bail out a Riker's Island inmate. That was the case, with 89% of Queens, Nassau, and Suffolk residents posting bail at Riker's Island for someone in detention there.

TABLE 18
BAIL POSTING LOCATION BY SURETY'S RESIDENCE
AND FACILITY HOUSING INMATE
(Cases With A Defendant Who Posted Cash Bail By December 31, 2005)

A: DEFENDANTS HOUSED AT MANHATTAN DETENTION COMPLEX

BAIL POSTING LOCATION	RESIDENCE OF PERSON POSTING CASH BAIL							Residence Unknown	N
	Bronx/ Westchester	Brooklyn	Manhattan	Queens/ Nassau/ Suffolk	Staten Island	Elsewhere	Total		
Manhattan Detention Complex (MDC)	141 (99%)	91 (100%)	344 (>99%)	72 (96%)	11 (100%)	63 (100%)	722 (99%)	5	727
Riker's Island Central Cashier (RICC)	1 (1%)	0	0	3 (4%)	0	0	4 (1%)	0	4
Vernon C. Bain Center (VCBC)	1 (1%)	0	1 (<1%)	0	0	0	2 (<1%)	0	2
Total	143 (100%)	91 (100%)	345 (100%)	75 (100%)	11 (100%)	63 (100%)	728 (100%)	5	733

B: DEFENDANTS HOUSED ON RIKER'S ISLAND

BAIL POSTING LOCATION	RESIDENCE OF PERSON POSTING CASH BAIL							Residence Unknown	N
	Bronx/ Westchester	Brooklyn	Manhattan	Queens/ Nassau/ Suffolk	Staten Island	Elsewhere	Total		
Manhattan Detention Complex (MDC)	41 (26%)	292 (47%)	113 (72%)	27 (11%)	9 (43%)	13 (27%)	495 (39%)	4	499
Riker's Island Central Cashier (RICC)	88 (55%)	331 (53%)	42 (27%)	230 (89%)	12 (57%)	34 (71%)	737 (58%)	5	742
Vernon C. Bain Center (VCBC)	31 (19%)	0	2 (1%)	0	0	1 (2%)	34 (3%)	0	34
Total	160 (100%)	623 (100%)	157 (100%)	257 (100%)	21 (100%)	48 (100%)	1,266 (100%)	9	1,275

C: DEFENDANTS HOUSED AT VERNON C. BAIN CENTER

BAIL POSTING LOCATION	RESIDENCE OF PERSON POSTING CASH BAIL							Residence Unknown	N
	Bronx/ Westchester	Brooklyn	Manhattan	Queens/ Nassau/ Suffolk	Staten Island	Elsewhere	Total		
Manhattan Detention Complex (MDC)	0	3 (7%)	0	1 (<1%)	0	1 (3%)	5 (1%)	0	5
Riker's Island Central Cashier (RICC)	1 (<1%)	2 (4%)	0	10 (3%)	0	2 (5%)	15 (2%)	0	15
Vernon C. Bain Center (VCBC)	275 (>99%)	40 (89%)	29 (100%)	355 (97%)	4 (100%)	34 (92%)	737 (97%)	0	737
Total	276 (100%)	45 (100%)	29 (100%)	366 (100%)	4 (100%)	37 (100%)	757 (100%)	0	757

Column totals may not equal 100% because of rounding.

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VI. CORRELATES OF THE FORM OF BAIL

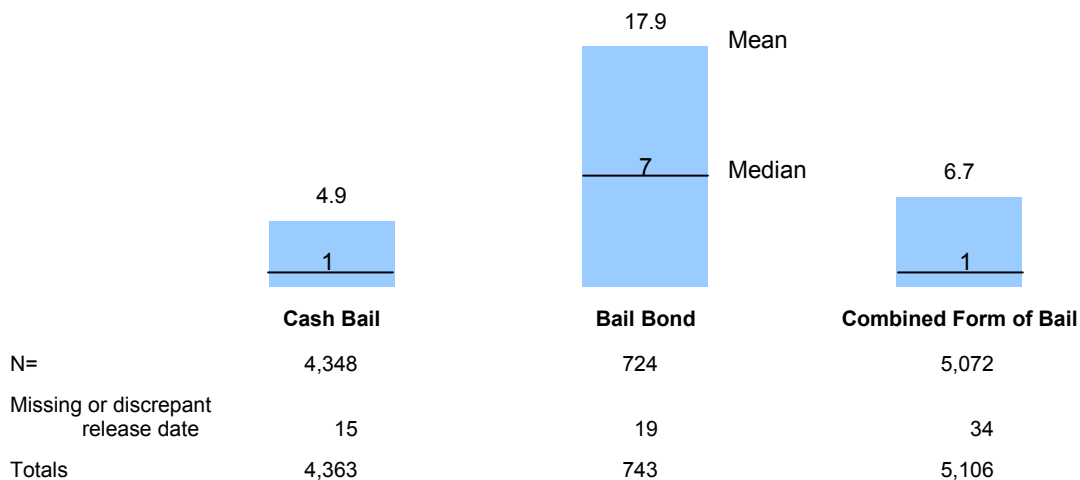
The data and relationships examined thus far were restricted to factors that described bonds and cash bail making separately. In this section we consider factors that apply to bail-making in general and could affect the form in which bail was made, or—in the case of time to release—could be *affected by* the form in which bail was made.

The cases examined in this section are restricted to 5,106 bail-made cases with bail set at arraignment and for which the form of bail was known (see Table 3).

A. Time To Release

Defendants who posted cash bail gained release much more quickly than defendants who were released through the services of a bondsman. The mean number of days from arraignment to release for all cases in which bail was made was 6.7, but for cash bail cases the mean was lower (4.9) and for bond cases it was much higher (17.9), as shown in Figure 13. The median for posting cash bail was one day, compared to 7 days for bonds.

FIGURE 13
NUMBER OF DAYS FROM ARRAIGNMENT TO RELEASE BY FORM OF BAIL
(Cases With Bail Set At Arraignment And Bail Made By December 31, 2005)



In a third of cases with a defendant who posted cash bail, the release occurred on the same day as arraignment, as opposed to only 4% of cases with a defendant who posted a bond (Table 19). By the day after arraignment, 62% of cash bail releases had occurred, and only 17% of releases by bond. It took three days for a third of bond releases to have occurred, by which time 77% of cash bail releases had been posted. Within a week, 50% of the defendants who posted a bond had been released, compared to 87% of the defendants who posted cash bail.

Eight percent of the bonds, compared to 2% of cash bails, were posted more than two months after arraignment. (Cases were tracked for three months following the latest arrests in the study period, so periods of detention longer than 90 days for defendants arrested near the end of the study period, and longer than 180 days for defendants arrested near the beginning of the study period, were excluded by definition from the research sample.)

TABLE 19
LENGTH OF TIME TO RELEASE ON BAIL BY FORM OF BAIL
(Cases With A Defendant Who Posted Cash Or A Bond By December 31, 2005)

Number of days to release on bail	Number And Percent Released On Bail						
	CASH		BOND		COMBINED		
		Cumulative		Cumulative		Cumulative	
0 (released same day as arraigned)	1,445 (33%)	33%	32 (4%)	4%	1,477 (29%)	29%	
1	1,261 (29%)	62%	88 (12%)	17%	1,349 (27%)	56%	
2	440 (10%)	72%	66 (9%)	26%	506 (10%)	66%	
3	182 (4%)	77%	51 (7%)	33%	233 (5%)	70%	
4	147 (3%)	80%	42 (6%)	39%	189 (4%)	74%	
5	172 (4%)	84%	35 (5%)	43%	207 (4%)	78%	
6	89 (2%)	86%	33 (5%)	48%	122 (2%)	81%	
7	60 (1%)	87%	17 (2%)	50%	77 (2%)	82%	
8 to 14	223 (5%)	92%	115 (16%)	66%	338 (7%)	89%	
15 to 21	108 (2%)	95%	58 (8%)	74%	166 (3%)	92%	
22 to 30	63 (1%)	96%	53 (7%)	81%	116 (2%)	94%	
31 to 60	83 (2%)	98%	75 (10%)	92%	158 (3%)	97%	
61 to 90	49 (1%)	99%	39 (5%)	97%	88 (2%)	99%	
91 and over	26 (1%)	100%	20 (3%)	100%	46 (1%)	100%	
Total	4,348 (100%)		724 (100%)		5,072 (100%)		
Missing or discrepant release date	15		19		34		
Subtotal	4,363		743		5,106		

Cumulative percentages may not equal the sum of individual percentages because of rounding.

B. Bail Amount And Cash Alternative

“Bail amount” here refers to the lowest amount set at arraignment that the defendant would have to post to gain release. For cases with a cash alternative, the bail amount was defined as the cash alternative. For cases with no cash alternative, the bail amount was defined as the single amount, which the defendant can post as either cash or bond. This is not necessarily the amount that was posted (particularly for bonds, which must be posted for the higher bond amount, not the cash alternative) but it is the sum that the defendant would have to pay in order to make cash bail. This amount had a strong effect on whether cash or a bond was posted.

Table 20 shows that at bail levels below \$1,000, no bonds were written. Among cases in each higher bail range, the proportion of bonds rose: 13% for bail amounts in the \$1,000-\$3,500 range; 31% for bail from \$3,501 to \$7,000; 39% for bail from \$7,001 to \$10,000. Among cases with bail set over \$10,000, bonds comprised the majority of bail releases (52%).

The percentages at the bottom of each cell show how the bail amount ranges were distributed within cases with cash bail posted, and separately for cases with a bond posted. For both forms of bail, the amount set at arraignment was most often in the \$1,000 to \$3,500 range (49% of cash and 43% of bond releases). However, higher bail was set for all other bond cases, whereas lower bail was set for the majority of other cash bail cases. Accordingly, mean amounts were much higher in cases with a bond than in cases with cash bail: \$11,337 and \$3,009, respectively. Median amounts were also higher in cases with a bond, compared to cash bail: \$5,000 and \$1,000, respectively.

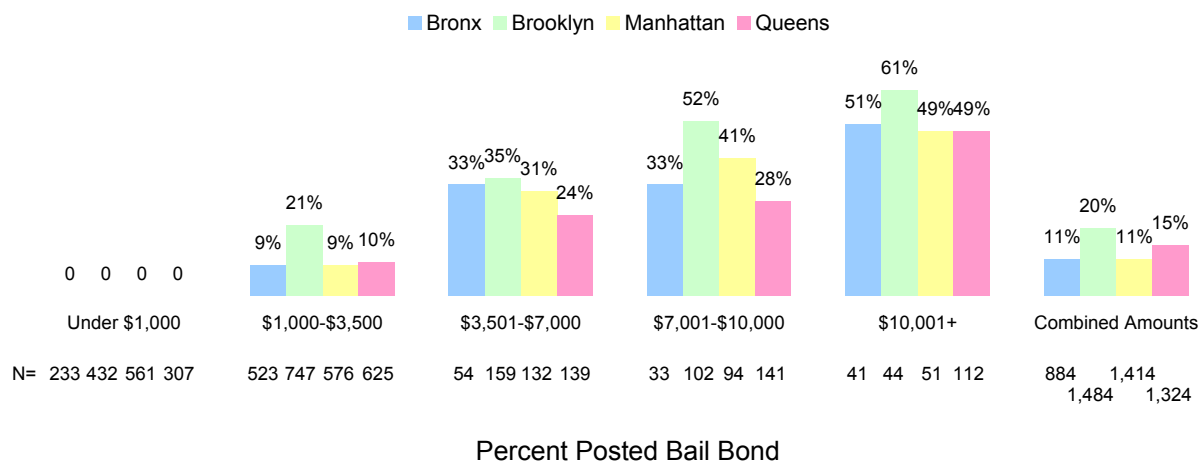
The *number* of bonds was far greater in the \$1,000-\$3,500 category (n=323) than among cases in any higher category, even though the percentage of bonds was lowest (13%). This is because \$1,000-\$3,500 was by far the largest category among bail-made cases.

TABLE 20
FORM OF BAIL BY AMOUNT SET AT ARRAIGNMENT
(Cases With A Defendant Who Posted Cash Or A Bond By December 31, 2005)

Bail Amount At Arraignment (cash alternative, if set)	Cash	Bond	Total
\$1	62 (100%) 1%	0	62 (100%) 1%
Less than \$1,000 (excluding \$1)	1,471 (100%) 34%	0	1,471 (100%) 29%
\$1,000 – \$3,500	2,148 (87%) 49%	323 (13%) 43%	2,471 (100%) 48%
\$3,501 – \$7,000	335 (69%) 8%	149 (31%) 20%	484 (100%) 9%
\$7,001 – \$10,000	227 (61%) 5%	143 (39%) 19%	370 (100%) 7%
\$10,001 +	120 (48%) 3%	128 (52%) 18%	248 (100%) 5%
Total	4,363 (85%) 100%	743 (15%) 100%	5,106 (100%) 100%
Mean {excluding \$1	\$3,009	\$11,337	\$4,236
Median	\$1,000	\$5,000	\$1,500

The same pattern was repeated in each borough, where at the lowest bail range the proportions of bonds were smallest (9% in the Bronx to 21% in Brooklyn) and at the highest bail range the proportions of bonds were largest (49% in Manhattan and Queens to 61% in Brooklyn), as shown in Figure 14. Brooklyn stood out among cases within each bail range as the borough with consistently the highest proportion of bonds. This was particularly noticeable among cases in the low bail range (\$1,000 to \$3,500), where Brooklyn had more than double the proportion of bonds compared to the other boroughs (21% in Brooklyn compared to 9% or 10% elsewhere).

FIGURE 14
FORM OF BAIL BY AMOUNT SET AT ARRAIGNMENT
AND BOROUGH
(Cases With A Defendant Who Posted Cash Or A Bond By December 31, 2005)



Cash Alternative

Bail amounts in the previous discussion were based on the cash alternative, if there was one. Next we consider whether the offer of a cash alternative *in itself* influenced the form of bail. The 14,795 cases with bail set at arraignment (above, Table 2 and Figure 1) were examined to determine the frequency of cash alternatives among all cases in which bail was set, and their impact on bail making. The effect of cash alternatives on form of bail was then assessed using the sample of 5,106 bail-made cases with bail set at arraignment and form-of-bail data (above, Table 3).

A cash alternative was set in fewer than a quarter of cases with bail set at arraignment, as shown in Table 21. Among all bail cases, the court set a cash alternative along with a higher bond amount in 23% of cases. A cash alternative was a little less likely to be offered in Queens (20%) and a little more likely to be offered in Brooklyn (25%) than elsewhere.

TABLE 21
OFFER OF CASH ALTERNATIVE BY BOROUGH
(Cases With Bail Set At Arraignment)

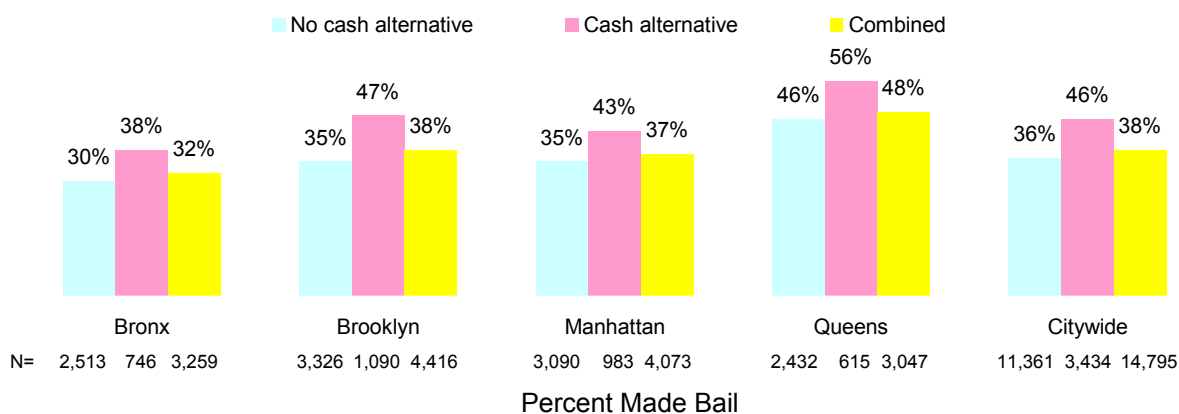
Was A Cash Alternative Set?	Bronx	Brooklyn	Manhattan	Queens	Citywide
No	2,513 (77%)	3,326 (75%)	3,090 (76%)	2,432 (80%)	11,361 (77%)
Yes	746 (23%)	1,090 (25%)	983 (24%)	615 (20%)	3,434 (23%)
Total	3,259 (100%)	4,416 (100%)	4,073 (100%)	3,047 (100%)	14,795 (100%)

Defendants were more likely to make bail (Figure 15) and it was less likely to be in the form of a bond (Figure 16) when a cash alternative was set.

Figure 15 shows that the defendant in 38% of cases citywide made bail by the cutoff date, but there was a big difference between cases with a cash alternative (46% made bail) and cases with no cash alternative (36%).

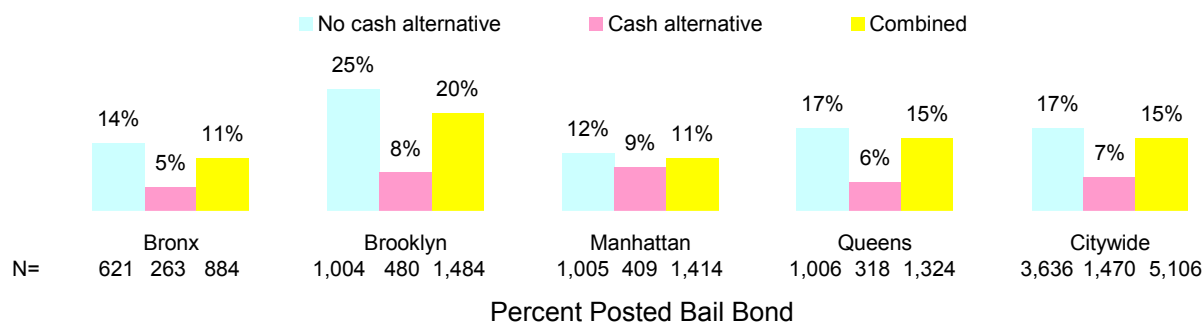
In each borough the proportion of cases with a defendant who made bail by the cutoff date was between 8 and 12 percentage points higher in cases with a cash alternative, compared to cases with no cash alternative.

FIGURE 15
BAIL MADE BY DECEMBER 31, 2005
BY CASH ALTERNATIVE AND BOROUGH
(Cases With Bail Set At Arraignment)



The offer of a cash alternative affected the form of bail even more than it affected whether bail was made, as shown by the data presented in Figure 16. Among cases with no cash alternative, proportionately many more bonds were posted than among cases in which a cash alternative was offered. This was particularly true in Brooklyn, where among cases without a cash alternative 25% of bail postings were bonds, compared to 8% among cases with a cash alternative. Overall, the form of bail was a bond in 17% of cases with no cash alternative, compared to 7% among cases with a cash alternative.

FIGURE 16
FORM OF BAIL BY CASH ALTERNATIVE AND BOROUGH
(Cases With A Defendant Who Posted Cash Or A Bond By December 31, 2005)



Not all cash alternatives are equal, however, which raises the possibility that it is the amount by which the bond is reduced (the size of the discount) rather than the offer of merely any cash alternative that is important. Discounts ranged from a low of 1% off the bond amount to a high of 99% off (not shown), but they tended to cluster around the 50% level. Citywide, 49% of cases with a cash alternative had a discount that was 50% of the bond amount, as shown in Table 22. Discounts of less than 50% constituted 21% of cash alternatives and discounts greater than 50% constituted 30% of cash alternatives.

The few cases with a 90% discount or greater are shown separately because these cash alternatives would amount to no more than the bond premium, which is 10% for bonds with a face amount up to \$3,000 (less for amounts over \$3,000). There were only 33 cases citywide with a cash discount of this magnitude, 16 of them in Manhattan. With a discount this great for cash, it would make no sense for a defendant to post a bond, which would also require additional cash as collateral.¹⁸

¹⁸ Even so, a defendant in a Brooklyn case with a 90% cash discount did post a bond. The bond agent's subsequent arrest (and felony conviction) offers a clue as to what might have happened. In this case, bail was set at \$20,000/\$2,000, which constitutes a 90% cash discount. To post the \$20,000 bond, the defendant's aunt paid a premium of \$1,460 and the record shows that she deposited \$7,000 collateral. Because only the first \$3,000 is charged at the full 10% rate, the premium for a bond this large amounts to considerably less than 10% of the face amount of the bond. As a result, the bondsman's fee was \$540 less than the aunt would have needed to post \$2,000 cash. Nevertheless, it is difficult to see how this could be an attractive option, since she also had to come up with \$7,000 cash collateral. However, the bondsman (who is coded as Agent "U" in Figures 4 and 9) admitted after his arrest in 2009 that in 65 cases from March 2003 to May 2004 he had submitted false bail affidavits to the court claiming that he had received collateral when in fact he had not (Italiano 2009, *North Country Gazette* 2009). The sample case occurred later than the cases for which he was convicted, but long before he was arrested, suggesting that the defendant's aunt probably did not have to come up with the \$7,000 collateral after all.

The pattern was similar in each borough, with small variations. Discounts were a little larger in the Bronx, where 49% of cash alternatives had a discount greater than 50%, compared to under 30% in other boroughs. Discounts tended to be a little less generous in Manhattan, where the proportion with only a small discount was slightly larger than elsewhere (28% compared to 25% in Queens and under 20% in the Bronx and Brooklyn). Small differences in means reflected the higher discounts in the Bronx (mean .56) and lower discounts in Manhattan (mean .49).

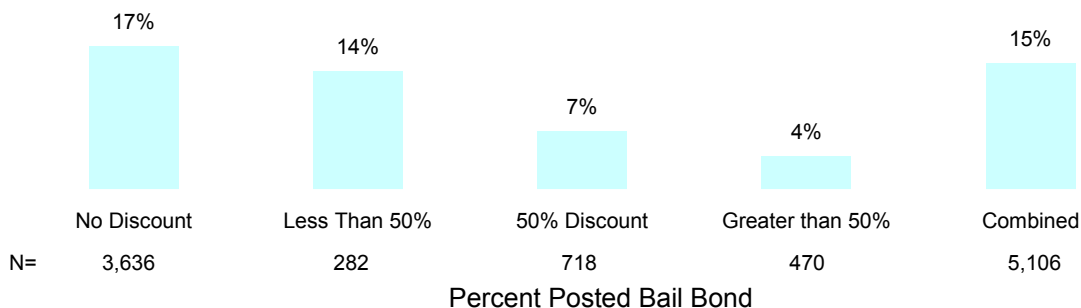
TABLE 22
SIZE OF CASH DISCOUNT BY BOROUGH
(Cases With Cash Alternative)

Size of Discount	Bronx	Brooklyn	Manhattan	Queens	Citywide
Less than 50%	122 (16%)	182 (17%)	276 (28%)	155 (25%)	735 (21%)
50%	256 (34%)	642 (59%)	482 (49%)	294 (48%)	1,674 (49%)
51% to 89%	360 (48%)	259 (24%)	209 (21%)	164 (27%)	992 (29%)
90% or more	8 (1%)	7 (1%)	16 (2%)	2 (<1%)	33 (1%)
Total	746 (100%)	1,090 (100%)	983 (100%)	615 (100%)	3,434 (100%)
mean	.56	.51	.49	.50	.51
median	.50	.50	.50	.50	.50

Percentages may not total 100% because of rounding.

The size of the discount did indeed affect the likelihood of a bond being posted rather than cash, as shown in Figure 17. The larger the discount, the smaller the chance that bail would be made by a bond. Although among all cases with a cash discount the proportion of bonds was lower than the 17% found among cases with no discount, the size of the discount differentiated further between cash and bond cases. Among cases with a small cash discount (less than 50%), bonds constituted 14% of bail postings; among cases with a 50% cash discount, bonds constituted 7% of bail postings; and among cases with a large cash discount (greater than 50%), bonds constituted only 4% of bail postings.

FIGURE 17
FORM OF BAIL BY SIZE OF CASH DISCOUNT
(Cases With A Defendant Who Posted Cash Or A Bond By December 31, 2005)



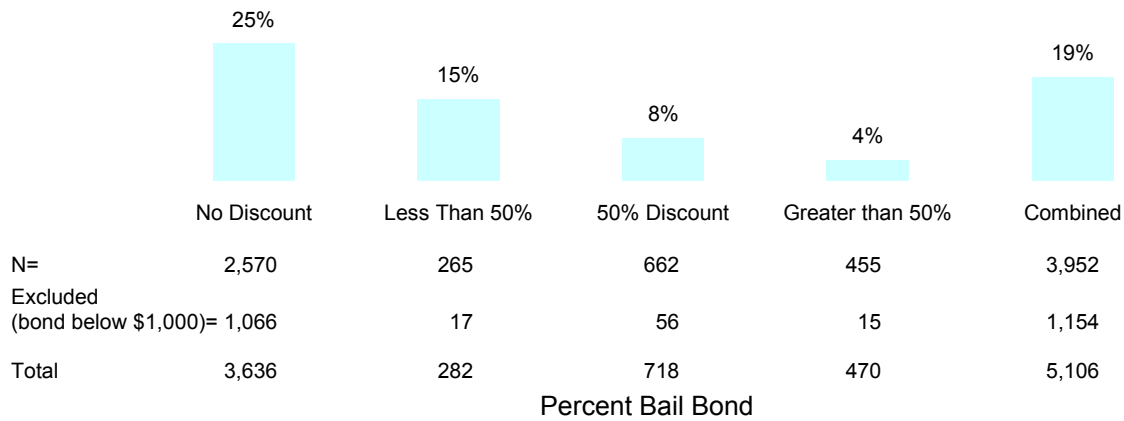
It makes intuitive sense that defendants who had the option of a cash alternative would be more likely to post cash, as the data confirmed, but the relationship did not hold when the bail amount was very low. Low bail amounts do not usually have cash alternatives, yet these are the same cases in which the defendant can most easily make cash bail and can least easily convince a bondsman to write a bond. When bond was set in an amount less than \$1,000, a cash alternative was only rarely set (in 5% of cases), as shown in Table 23. (Note that the *bond* amount, and not the lower cash alternative, was used in this analysis of cash alternatives.) Cash alternatives were much more common among cases with a bond amount between \$1,000 and \$3,500 — 23% of cases in this bond range had a cash alternative. Among cases with bond set higher than \$3,500, about a third had a cash alternative.

TABLE 23
OFFER OF CASH ALTERNATIVE BY BOND AMOUNT
(Cases With Bail Set At Arraignment)

Cash alternative set	Bond Amount					Total
	Less than \$1,000	\$1,000 to \$3,500	\$3,501 to \$7,000	\$7,000 to \$10,000	Over \$10,000	
No cash alternative	2,722 (95%)	5,172 (77%)	1,184 (65%)	1,073 (68%)	1,210 (68%)	11,361 (77%)
Cash alternative	157 (5%)	1,568 (23%)	646 (35%)	499 (32%)	564 (32%)	3,434 (23%)
Total	2,879 (100%)	6,740 (100%)	1,830 (100%)	1,572 (100%)	1,774 (100%)	14,795 (100%)

Because low bail increases the chance that the defendant can post cash—presumably the very reason why the courts are less likely to provide a cash alternative for low bail—the generally positive association between cash alternatives and posting cash bail was partially obscured by the inclusion of low bail cases. When cases with bond set below \$1,000 were excluded from the analysis, the proportion of bonds among cases with no cash alternative jumped from 17% (Figure 17) to 25% (Figure 18).

FIGURE 18
FORM OF BAIL BY SIZE OF CASH DISCOUNT
EXCLUDING CASES WITH BOND SET AT ARRAIGNMENT LESS THAN \$1,000^a
 (Cases With A Defendant Who Posted Cash Or A Bond By December 31, 2005)



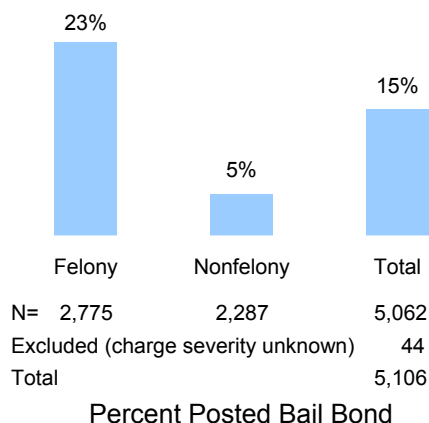
^a Note: Figure 2(B) also presented the bond rate for cases with bail set at \$1,000 or more, but Figure 2 was based on *effective bail*, whereas Figure 18 was based on *bond* amount set at arraignment. Consequently, Figure 18 included 379 cases with effective bail under \$1,000 that were excluded from Figure 2: these are cases with a bond amount of \$1,000 or more and effective bail (cash alternative) less than \$1,000. In all of them, the defendant was released on cash bail, which resulted in a slightly lower overall bond rate given in Figure 18 (19%) than in Figure 2 (21%).

C. Factors Relating To Charge

Charge Severity

Defendants facing the most severe charges are also likely to have high bail, and it has already been established that high bail is associated with greater likelihood of a bond. It follows that among cases with a felony charge, bail making was more likely to be in the form of a bond than among cases with less severe charges. This assumption was confirmed by the data presented in Figure 19, showing that among bail-made cases with a felony charge at arraignment, 23% posted a bond, compared to 5% among cases with a nonfelony charge.

FIGURE 19
FORM OF BAIL BY SEVERITY OF TOP ARRAIGNMENT CHARGE
(Cases With A Defendant Who Posted Cash Or A Bond By December 31, 2005)



The question is whether charge severity has any *independent* influence on the likelihood of a bond, apart from the higher bail set in felony cases. To determine this, we examined the effect of charge severity on form of bail for cases within each bail range separately. The results are presented in Table 24.

The proportion of bonds rose with the bail amount for nonfelony and felony cases alike, from no bonds among bail-made cases with bail under \$1,000 to over half bonds among bail-made cases with bail over \$10,000. For cases with bail in the \$1,000-to-\$3,500 range, it appeared that charge severity might have some small independent effect on likelihood of a bond. Felony cases within this bail range had a slightly higher proportion of bonds (15%) than did nonfelony cases within the same range (11%).

However, in the bail categories above \$3,500 most cases were felonies, which makes it difficult to untangle any separate effect attributable to charge severity alone among cases with high bail.

TABLE 24
FORM OF BAIL BY BAIL AMOUNT SET AT ARRAIGNMENT
AND CHARGE SEVERITY
 (Cases With A Defendant Who Posted Cash Or A Bond By December 31, 2005)

Bail Amount At Arraignment (cash alternative, if set)	Nonfelony Arraignment Charge			Felony Arraignment Charge			Missing Charge Severity	Total Bail Made
	Cash	Bond	Total Nonfelony	Cash	Bond	Total Felony		
Less than \$1,000 (including \$1)	1,265 (100%)	0	1,265 (100%)	237 (100%)	0	237 (100%)	31	1,533
\$1,000 to \$3,500	872 (89%)	104 (11%)	976 (100%)	1,265 (85%)	219 (15%)	1,484 (100%)	11	2,471
\$3,501 to \$7,000	19 (61%)	12 (39%)	31 (100%)	314 (70%)	137 (30%)	451 (100%)	2	484
\$7,001 to \$10,000	9 (69%)	4 (31%)	13 (100%)	218 (61%)	139 (39%)	357 (100%)	0	370
More than \$10,000	1 (50%)	1 (50%)	2 (100%)	119 (48%)	127 (52%)	246 (100%)	0	248
Total	2,166 (95%)	121 (5%)	2,287 (100%)	2,153 (78%)	622 (22%)	2,775 (100%)	44	5,106

Offense Type

Percentages shown at the top right (in parentheses) in each cell of Table 25 show the proportion of cases within each offense type with bail made by cash versus a bond. Bailed defendants charged with robbery, a drug offense (excluding marijuana), or a weapon charge were most likely to post a bond: 30%, 21%, and 25% respectively—all higher than the overall proportion of 15%.

On the other hand, bonds were infrequently used in assault cases. Among bailed defendants with an assault charge, only 8% of the bail postings were by bond.

Gambling was singled out for inspection only because of the decades-old Vera study (Schaffer 1970) that found a gambling charge in over a third of cases in which a bond was posted—something that has changed dramatically over the years. Gambling charges were very rare in 2005, and all of the 17 bailed defendants charged at arraignment with a gambling offense posted cash.

TABLE 25
FORM OF BAIL BY SELECTED OFFENSE TYPES
 (Cases With A Defendant Who Posted Cash Or A Bond By December 31, 2005)

Offense Type	Cash	Bond	Total
Assault (PL Article 120)	1,026 (92%) 23%	92 (8%) 12%	1,118 (100%) 21%
Robbery (PL Article 160)	264 (70%) 6%	114 (30%) 15%	378 (100%) 7%
Drug (excluding marijuana) (PL Article 220)	884 (79%) 20%	233 (21%) 31%	1,117 (100%) 21%
Gambling (PL Article 225)	17 (100%) <1%	0 (0%) 0%	17 (100%) <1%
Weapon (PL Article 265)	300 (75%) 7%	101 (25%) 13%	401 (100%) 8%
All other charges	2,002 (90%) 45%	223 (10%) 29%	2,225 (100%) 42%
Total	4,493 (85%) 100%	763 (15%) 100%	5,256 (100%) 100%

Percentages shown at the bottom of each cell reveal how the charge composition of bailed cases differed for cases with cash bail versus bond. Defendants who posted bonds were more likely than defendants released on cash bail to have been charged at arraignment with robbery (15% of bonds versus 6% of cash), a drug (excluding marijuana) offense (31% versus 20%), or a weapon offense (13% versus 7%). Robbery, drug, and weapon offenses together accounted for 59% of the bonds, but only 33% of cash bail cases.

D. CJA Recommendation

The relationship of the CJA recommendation to form of bail was examined to address the extent to which defendants with a low risk of failure to appear (FTA) posted commercial bonds. The proportion of cases with a recommended (low-risk) defendant among bail-made cases was 30% overall, as shown in Table 26 (column percentage, bottom of cell). In cases of defendants who posted a bond, 34% had been recommended for release, compared to 30% of defendants in cash bail cases. This suggests that low-risk defendants were slightly over-represented among bond cases, possibly because bondsmen selected their clients using some of the same criteria as used in the CJA recommendation in order to reduce risk of forfeiture.

Within recommendation categories, the proportion of bonds was highest among cases with a low-risk defendant, although the differences were very slight: 16% for cases with a low-risk defendant, compared to 15% for cases with a moderate-risk defendant, 14% for cases with a high-risk defendant, and 10% for cases with conflicting residence information or an open warrant. (The percentage for the Juvenile Offender category is not stable because the basis is only 10 cases.)

TABLE 26
FORM OF BAIL BY CJA RECOMMENDATION
(Cases With A Defendant Who Made Bail By December 31, 2005)

	Cash	Bond	Total
Recommended (low risk)	1,263 (84%) 30%	247 (16%) 34%	1,553 (100%) 30%
Moderate risk	769 (85%) 18%	139 (15%) 19%	908 (100%) 18%
Not recommended (high risk)	1,754 (86%) 41%	283 (14%) 39%	2,037 (100%) 41%
Not recommended (conflicting residence information, or open warrant or bail-jumping charge)	351 (90%) 8%	40 (10%) 5%	391 (100%) 8%
No recommendation	117 (85%) 3%	21 (15%) 3%	138 (100%) 3%
Juvenile offender	7 (70%) <1%	3 (30%) <1%	10 (100%) <1%
Total	4,261 (85%) 100%	733 (15%) 100%	4,994 (100%) 100%
Not interviewed	102	10	112
All bail-made cases with known form of bail	4,363	743	5,106

Of the 733 interviewed cases with a defendant who posted a bond, 247 were recommended for ROR, and another 139 were assessed to be a moderate flight risk. This comes to 386 cases, or 53% of the total bond postings, that had a defendant with a positive release recommendation.

Some information pertaining to the bonds posted for these 386 cases is given in Table 27. The large majority were not offered a cash alternative: 13% of cases with a recommended defendant, and 17% of cases with a moderate risk defendant, had a cash alternative. This is considerably less than the 23% of cases overall with a cash alternative (Table 21), and was undoubtedly a contributing factor in their posting bail by bond rather than cash.

Bond amounts set at arraignment for these low- and moderate-risk defendants ranged from \$1,000 to \$250,000 (to \$300,000 for the moderate risk group), with a median bond amount of \$5,000 for both groups. The median effective bail amount was also \$5,000 for each group.

There were a few defendants in each recommendation category who were released on a bond on the same day as arraignment (5% of recommended and 6% of medium-risk cases, not shown), but most spent considerably longer in detention. The average detention time for recommended defendants who posted a bond was about 16 days; for moderate risk defendants, it was about 15 days. Median detention times were 8 days and 6 days, respectively.

TABLE 27
CASES WITH A POSITIVE CJA RECOMMENDATION
AND RELEASED ON A BOND

CJA RECOMMENDATION		Bond Amount	Effective Bail	Time from arraignment to bond posting
RECOMMENDED (LOW RISK) N=247 13% with cash alternative	<i>Range</i>	\$1,000 to \$250,000	\$1,000 to \$200,000	0 to 143 days
	<i>Mean</i>	\$15,668	\$13,502	15.7 days
	<i>Median</i>	\$5,000	\$5,000	8.0 days n=243 (n=4 excluded because of missing/conflicting release date)
MODERATE RISK N=139 17% with cash alternative	<i>Range</i>	\$1,000 to \$300,000	\$1,000 to \$250,000	0 to 123 days
	<i>Mean</i>	\$14,813	\$13,293	15.3 days
	<i>Median</i>	\$5,000	\$5,000	6.0 days n=136 (n=3 excluded because of missing/conflicting release date)

VII. MULTIVARIATE ANALYSIS OF FACTORS AFFECTING THE FORM OF BAIL

The tables in the previous section examined the influence on the form of bail of a variety of factors: bail amount, cash discounts, charge severity, offense type, and the CJA recommendation. Some bivariate relationships were found, but the possibility of spurious effects was not ruled out. A spurious effect is a relationship between two variables that can be fully explained by some confounding factor that independently affects both variables, making them appear to be related when they are not. For example, the high proportion of bonds in Brooklyn could be fully explained by high bail amounts there, or a judicial culture discouraging the setting of cash alternatives, or demographics of the Brooklyn defendant population (none of these hypotheses was confirmed). A few three-way tables and figures have been included to control for one additional factor (borough or charge severity), but tables with more than three variables are confusing and cumbersome to interpret. In order to assess the independent effects of many factors, the statistical procedure used was multivariate logistic regression. The logistic regression model presented in Table 28 controls statistically for the simultaneous effect of each variable entered into the analysis. The dependent variable is the likelihood that bail would be posted in the form of a bond rather than cash, among cases with a defendant who made bail by December 31, 2005.

At the bottom of the table is the Nagelkerke R^2 statistic for the model (.34), which is interpreted to mean that the variables in the model together predict about a third of the variance in form of bail making. A model that explains this much of the outcome is relatively strong for criminal justice research, and the strength of the model suggests that it identifies some important influences on whether a bond rather than cash bail is posted.

The standardized beta, presented in the middle column of the table, is a statistical measure of the relative weight of each factor in determining the outcome. The statistical significance of the variable is indicated by asterisks, from the highest level of statistical significance, $p < .001$ (***) to the lowest, $p < .05$ (*). A high level of significance indicates that the possibility is remote that the finding occurred merely because of sampling error (i.e., by chance). Odds ratios, presented in the third column, indicate the change in odds — that if bail is made it will be in the form of a bond — that result from a change in the value of the independent variable given in the left column of the row. For additional details about these statistical measures, see Appendix B.

The variables entered in the model all had a statistically significant bivariate relationship with likelihood of a bond. Borough of prosecution, bail amount, size of the cash discount, charge severity, offense type, and the CJA recommendation were included, along with other potentially influential factors. These other factors include community ties items from the pre-arraignment CJA interview, defendant demographics, and criminal history.

Additional variables were tested, but because they had no significant bivariate relationship with likelihood of a bond, they were not entered in the model. The variables that were tested but not entered included additional measures of the defendant's criminal history, several additional items taken from the CJA interview, and additional offense type categories.

The model shows that the factor with by far the strongest statistical influence on likelihood of a bond was the bail amount set at arraignment (standardized beta, .56), followed by the size of a cash discount (standardized beta, -.40). Bail amounts were divided into the same

ranges used in the bivariate analyses, excluding bail set at \$1. Each higher range more than doubled the odds of a bond being posted rather than cash.

The negative beta coefficient for cash discount means that as the size of the cash discount rose from zero—no cash alternative set—to 99%, the odds of a bond dropped (while concurrently the odds of cash bail rose). The decrease was on the order of an 8% drop in the odds of a bond for each increment increase in the size of the cash discount. This does not mean that the change was necessarily uniform over the entire range of discounts, because the odds ratio represents an average measure. (The same can be said about interpreting the odds ratio for bail amount, which we know was not uniform from each range to the next because there was a jump from *no* bonds in the lowest bail category to 13% in the next higher category: Table 20.)

The multivariate analysis provides a more definitive answer for the inconclusive results obtained from the three-way data presented in Table 24, which examined the effect of charge severity on form of bail by bail amount. Cases in each of the felony severity classes had higher odds of a bond than cases with a Class A misdemeanor charge (the reference category), but only two felony severity classifications raised the odds of a bond enough to be statistically significant: a B felony more than doubled the odds, and an E felony raised the odds by over 50%. The standardized beta for the B felony category was .20, which indicates a strong effect, but considerably less strong than was found for either bail amount or the size of the cash discount.

What had appeared in bivariate analyses to be a strong relationship between offense type and form of bail was partially but not entirely accounted for by other factors. Defendants in a case with a robbery or weapon charge were significantly more likely to post a bond than cash, but the relationships between drug and assault charges and form of bail were not statistically significant.

The defendant's ethnicity also significantly affected whether bail would be made by a bond or cash. Black defendants (including those who identified themselves as black Hispanic) were more likely to post a bond than were members of other ethnic groups. Compared to cases with a white defendant, in cases with a black defendant the odds of bail making by bond almost tripled (odds ratio = 2.65). The standardized beta for the ethnicity category Black was .31, the largest after bail and cash discount variables. Hispanics also were also significantly more likely to post a bond than whites. The ethnicity category of "other" (predominantly Asian) was associated with a lower likelihood of posting a bond, compared to whites, but was not statistically significant.

All of the bivariate analyses showed that bonds were much more common in Brooklyn than in other boroughs, and the multivariate model confirms that this difference was not explained by any differences in bail amounts, cash alternatives, or demographic characteristics of defendants. Compared to the odds of posting a bond in Manhattan, the odds in Brooklyn were almost double (odds ratio = 1.91). The standardized beta for Brooklyn was .19, which suggests that the borough of prosecution was still an important independent factor in making bail by bond, even after accounting for the effects of other influences. The other two boroughs did not differ significantly from Manhattan in form of bail making.

Three other variables each contributed a small but statistically significant amount to the predictive power of this model. Being under 30 years of age was associated with greater likelihood of posting a bond. Defendants who said in the CJA interview that they expected a

TABLE 28
LOGISTIC REGRESSION MODEL OF BAIL MADE BY BOND
(Cases With A Defendant Who Made Bail Predisposition By December 31, 2005)
(N=4,799)

	Standardized Beta	Odds Ratio
Case Processing		
Borough Of Prosecution	***	
Reference category=Manhattan	-.04 (ns)	0.85
Bronx	.19***	1.91
Brooklyn	.01 (ns)	1.05
Queens		
Bail		
Bail amount		
1= below \$1,000 (excluding \$1)		
2= \$1,001 to \$3,500	.56***	2.27
3= \$3,501 to \$7,000		
4= \$7,001 to \$10,000		
5= \$10,001+		
Size of cash discount: 0 (no cash discount) to .99	-.40***	0.08
Charge		
Severity class of top charge entering arraignment	**	
Reference category = A misdemeanor		
A felony	.02 (ns)	1.37
B felony	.20***	2.15
C felony	.07 (ns)	1.44
D felony	.08 (ns)	1.38
E felony	.07*	1.54
B misdemeanor or lesser offense	-.02 (ns)	0.91
Offense category of top charge entering arraignment	*	
Reference category = all other charges		
Robbery (PL Article 160)	.07*	1.50
Weapon (PL Article 265)	.08**	1.62
Drug (PL Article 220)	.06 (ns)	1.25
Assault (PL Article 120)	-.03 (ns)	0.89
CJA Interview		
Release Recommendation	(ns)	
Reference category = Not recommended/no recommendation		
Recommended (low risk)	-.07 (ns)	0.80
Moderate risk	.00 (ns)	1.00
Lives with parents, spouse, or guardian (1=Yes/Yes Verified, 0=No/No Verified)	-.06 (ns)	0.83
Expects family member or friend at arraignment (1=Yes, 0=No)	-.06*	0.83
Demographics		
Ethnicity	***	
Reference category = White		
Black	.31***	2.65
Hispanic	.12*	1.48
Other	-.02 (ns)	0.89
Under 30 years of age	.12***	1.45
Female	-.05 (ns)	0.76
Criminal History		
Prior misdemeanor conviction	.02 (ns)	1.01
Open case	-.02 (ns)	0.97
Prior or current bench warrant	-.07*	0.63
Nagelkerke R ² = .34		

Level of statistical significance: *** (p<.001) ** (p<.01) * (p<.05) ns=not significant

family member or friend at arraignment were *less* likely to post a bond (i.e., more likely to post cash) than those who were expecting no one. Finally, a bench warrant history also lessened the likelihood of a bond, possibly because bond agents were wary of writing bonds for defendants who appeared to be poor risks. A few other criminal history variables that had a small but statistically significant negative effect on likelihood of posting a bond in bivariate analyses, but were not significant in the multivariate model, included an open case at the time of arrest and a prior misdemeanor conviction.

Other factors that appeared in bivariate analyses to affect likelihood of a bond, but were not significant in the multivariate model, were the defendant's report that he/she lives with a parent, guardian, or spouse;¹⁹ CJA recommendation; and gender.

¹⁹ This interview item is verified, if possible, by CJA staff who call a contact person provided by the defendant. To construct the variable used in this analysis, "Yes" and "Yes Verified" responses were combined, and "No" and "No Verified" were combined.

VIII. SUMMARY, DISCUSSION, AND IMPLICATIONS

Summary Of Findings

Bail bonds are far more common in New York City than they were 25 years ago. They are not the predominant form of bail making that they were in the 1960s, but they represent a sizable minority of bail postings, especially among certain subgroups. The present research found that for a sample of cases with an arrest during three months in 2005, 15% of releases on bail in New York City were through the posting of a commercial bond, compared to only 3% in 1980. Among felony cases the proportion of bonds was higher (22%) and among robbery cases even higher (30%). The commercial bond industry appears most active in Brooklyn, where a bond was posted in 20% of cases with a defendant who was released on bail.

No bonds were written with a face amount less than \$1,000. Among bail-made cases, nearly a third had bail set under \$1,000, and the defendants in these cases all posted cash. Among bail-made cases with bail of \$1,000 or higher, the proportion of bonds citywide was 21%. This rate varied considerably by borough, from a low of 15% in the Bronx to a high of 28% in Brooklyn.

The larger the bond, the larger the profit for the bondsman—and the more difficult for defendants to raise the cash—so it was no surprise to find that the proportion of bonds rose with the bail amount. Among bail-made cases with bail between \$1,000 and \$3,500 the proportion of bonds was 13%; that proportion rose to 52% among cases with bail set over \$10,000. The higher bail set in felony cases was largely (but not entirely) responsible for the high proportion of bonds among felony cases and among robbery cases (all robbery charges are felonies).

Whereas the role of commercial bondsmen has grown in recent decades, the role of cash alternatives in bail making has declined. Fewer cash alternatives are set by the courts at present, and the discounts are smaller, compared to several decades ago. In the 1980s, Sviridoff found a cash alternative offered in 45% of cases with bail set; the current research found a cash alternative in only 23% of bail cases. In 1980 the discount reduced the effective bail to less than half the bond amount in the majority (58%) of cases with a cash alternative; in 2005 only 30% of discounts were as large. Moreover, the discount was small (less than 50% off the bond amount) in 21% of the cash alternatives in 2005, compared to a tiny proportion (7%) in 1980.

The relationship between bail amount and the form in which it was posted is complicated by the modifying effect of cash alternatives. Cash alternatives made it *easier* to post cash, but they were more likely to be offered, and with larger discounts, when the bond amount was large—which in itself made it *more difficult* to post cash. Even when the cash discount was already taken into account by controlling for the “effective bail” amount (using the cash alternative, if there was one, as the measure), merely the fact that a cash alternative was set lessened the likelihood that form of bail would be a bond, and lessened the likelihood even further if the discount was large. The decline in the use and size of cash discounts by the courts may have contributed to the expanded use of bonds found in this research.

Cases in which the defendant posted a bond rather than cash had several distinguishing features. Foremost among these features were high bail and no cash alternative, but a number of additional statistically significant characteristics were identified in the multivariate analysis. Among all cases in which bail was made, the bond cases were disproportionately prosecuted in Brooklyn, the arraignment charge tended to be a robbery or weapon offense of class B felony

severity, and the defendant was likely black and under 30 years of age. On the other hand, bond cases were less likely than cash bail cases to have a defendant who expected a family member or friend at arraignment (possibly because a supportive family could better raise the cash), and less likely to have a defendant with a bench warrant history (possibly because bond agents rejected defendants who had absconded in the past).

It took much longer to gain release by posting a bond than by posting cash. The average number of days from arraignment to release on bail for those who posted a bond was more than triple the time for posting cash (18 days, compared to about 5 days for cash bail). There are many reasons why bonds can take longer than cash: the client may have trouble coming up with acceptable collateral, in addition to the fee; clients may resort to a bondsman only after spending time trying to raise cash; it may be difficult to find an agent willing to write small bonds; and cash bail can be posted 24 hours a day, whereas, if court is closed, the bond agent must wait until court is open the next day. For the small proportion of cases with property put up as collateral, there is also a delay of several days or more for appraisal of the property.

The smaller sample of Brooklyn and Manhattan cases for which supplementary bond data were collected provided additional details about insurance companies, agents, fees, and collateral. Eight insurance companies, only one of which was located in New York City, underwrote all the bonds in this subsample. Of the 22 agents who wrote bonds for these companies, six were located in Brooklyn, five in Manhattan, eight in other boroughs of New York City, and three on Long Island. The co-signer was usually a relative of the defendant (most often the mother), although one in six identified him/herself as a friend.

Fewer than 10% of bonds in the Brooklyn/Manhattan subsample were secured by property collateral, sometimes in conjunction with cash. Property was much more often accepted as collateral when the bond was large. For example, no bond for \$5,000 or less had any associated property collateral, whereas the deed to a house or some other form of property was put up as collateral for nearly half of bonds with a face amount over \$10,000.

While bondsmen's fees were usually set at the legal maximum, large variations were found in the amount of cash collateral required. In general, cash collateral varied between 30% and 40% of the bond amount (less when property was also deposited as collateral), with Brooklyn bonds tending to cluster in the lower end of the range and Manhattan bonds at the higher end. This may reflect differences in what individual judges required rather than differences originating with the agents, so it does not necessarily imply that shopping around for an agent could result in a better deal. However, our data did suggest that there were differences among agents in their accuracy in applying the fee formula, particularly in Brooklyn.

Weekly reporting requirements were much more commonly recorded on bail affidavits in Manhattan cases than in Brooklyn cases. Over half of Manhattan bonds had a requirement that the defendant report to the bondsman once a week, compared to less than a quarter of Brooklyn cases. It is impossible to assess whether Brooklyn agents were simply less conscientious in

recording this on the bail affidavit, or whether this represents a real difference in practice.²⁰ Only five of the 22 agents accounted for nearly all the bonds with a reporting requirement.²¹

For cases in which cash bail was posted, information about the relationship to the defendant of the person who paid the cashier was available for a subsample of cases with a defendant on Riker's Island. The defendant him/herself put up the bail in a tiny fraction (2%) of cases, and a friend was the surety in 19% of cases—slightly more often than for bonds (16%). Like the co-signers for bonds, the sureties who posted cash bail were usually relatives of the defendant, most frequently the mother. Although we have no reason to believe the Riker's Island defendants were any different from others in this regard, it is possible that these findings regarding surety relationships are not representative of all cash bail cases.

Information was collected for most cash bail cases pertaining to the surety's place of residence, where bail was posted, and where the defendant was housed in detention, so firmer conclusions could be drawn about these relationships. The overwhelming majority of cash bail sureties lived in New York City, with small percentages in adjoining counties and elsewhere. Cash bail was posted in court for 29% of cases, with the rest at DOC facilities, primarily the Manhattan Detention Complex (MDC). On the other hand, the facility where the most sample defendants were detained was Riker's Island.

For defendants housed at the Manhattan Detention Complex (MDC) or at the Vernon C. Bain Center (VCBC), the surety's place of residence had no effect on where bail was posted: all but 6 of the 728 MDC inmates had their bail posted at MDC even though more than half lived outside Manhattan; and all but 20 of the 757 VCBC inmates had their bail posted at VCBC, even though nearly two thirds were from outside the nearest counties, the Bronx and Westchester.

The difficulty of travel to Riker's Island produced a different result for the 1,275 inmates there. Only 58% of them were bailed out at the Riker's Island cashier's office, with most of the rest bailed out at MDC. Residents of Queens and Long Island overwhelmingly chose Riker's Island to post cash (89%), whereas residents of Manhattan tended to go to MDC. The few who posted bail at VCBC for a Riker's Island inmate were nearly all residents of the Bronx or Westchester.

²⁰ CPL §520.20.4(a) specifies that the affidavit justifying an insurance company bail bond must state the amount of the premium; name, address, and occupation of all indemnitors; and "all security and all promises of indemnity." It does not explicitly state that the form of supervision exercised by the agent must be specified on the affidavit, so including it may be a matter of individual custom, and its absence may be meaningless.

²¹ An agent represented in the research sample told a reporter that he supervises clients very closely, even to the point of requiring anger management classes and drug treatment (Murphy 2007). Nothing of that sort was ever listed on any bond affidavit seen in this research.

Discussion

The reluctance of bondsmen to write bonds for small amounts has more policy relevance now than it did decades ago, both because of the expanded presence of bondsmen and because the minimum bond amount is higher. In the 1960s bonds were often written for \$500 or less.²² By 1980 bondsmen would not write a bond for less than \$750 (Gewirtz 1980; Sviridoff 1986). In 2005 the minimum bond was \$1,000, which meant that for 2,508 cases in the research sample (17% of cases with bail set), bail was too low to be worthwhile to a bondsman.

Without the services of bondsmen, more than half of defendants with bond set at an amount under \$1,000 never made bail, although some of them were eventually granted ROR. (This statement does not refer to “effective bail;” here we are considering cases with a bond amount under \$1,000, excluding cases with a bond amount of \$1,000 or more even if the cash alternative was lower.) These outcomes are presented in Figure 20. Among cases with less than \$1,000 bond, the defendant in over half of the cases did not make bail before disposition (54%). This was despite very low bail amounts: in nearly two thirds of the cases the effective bail (the cash alternative if there was one) was \$500; for another 12% the effective bail was less than \$500. Some defendants were eventually released on recognizance, but in 39% of these low-bail cases the defendant was detained to disposition. Detention time averaged three weeks, and the median detention was one week. This suggests that although the proportion of cases with bail set below \$1,000 is small, annually over 5,000²³ defendants are detained for days or weeks for lack of \$750 or \$500 cash bail, or even less, with no prospect of posting a bond.

This raises a question about judges’ intentions in setting cash alternatives for bail amounts below \$1,000—as happened in 157 cases in our sample (most typically \$500/\$250). Perhaps judges believe that defendants can find bondsmen willing to write a bond for \$500. Or perhaps the cash alternative is intended to enable the defendant to get out of jail, while the objective in setting a larger “bond” amount is to make a statement about the seriousness of the case (although \$500 seems a bit low for that purpose). Whatever the intentions, the defendant did not make bail in spite of the cash alternative in nearly half (67) of those 157 cases with a bond amount lower than \$1,000 and a cash alternative (data not shown).²⁴

Bondsmen’s unwillingness to write bonds for less than \$1,000 also produces the ironic result that it may be easier for a defendant to make \$1,000 bail than \$750 or even \$500.²⁵ In nearly half of the 41 cases with a \$1,000 bond, *less than* \$500 was needed for the bondsman. This is an unintended consequence of the profit motive that drives the commercial surety industry; it is unlikely that it reflects the outcome intended by the court.

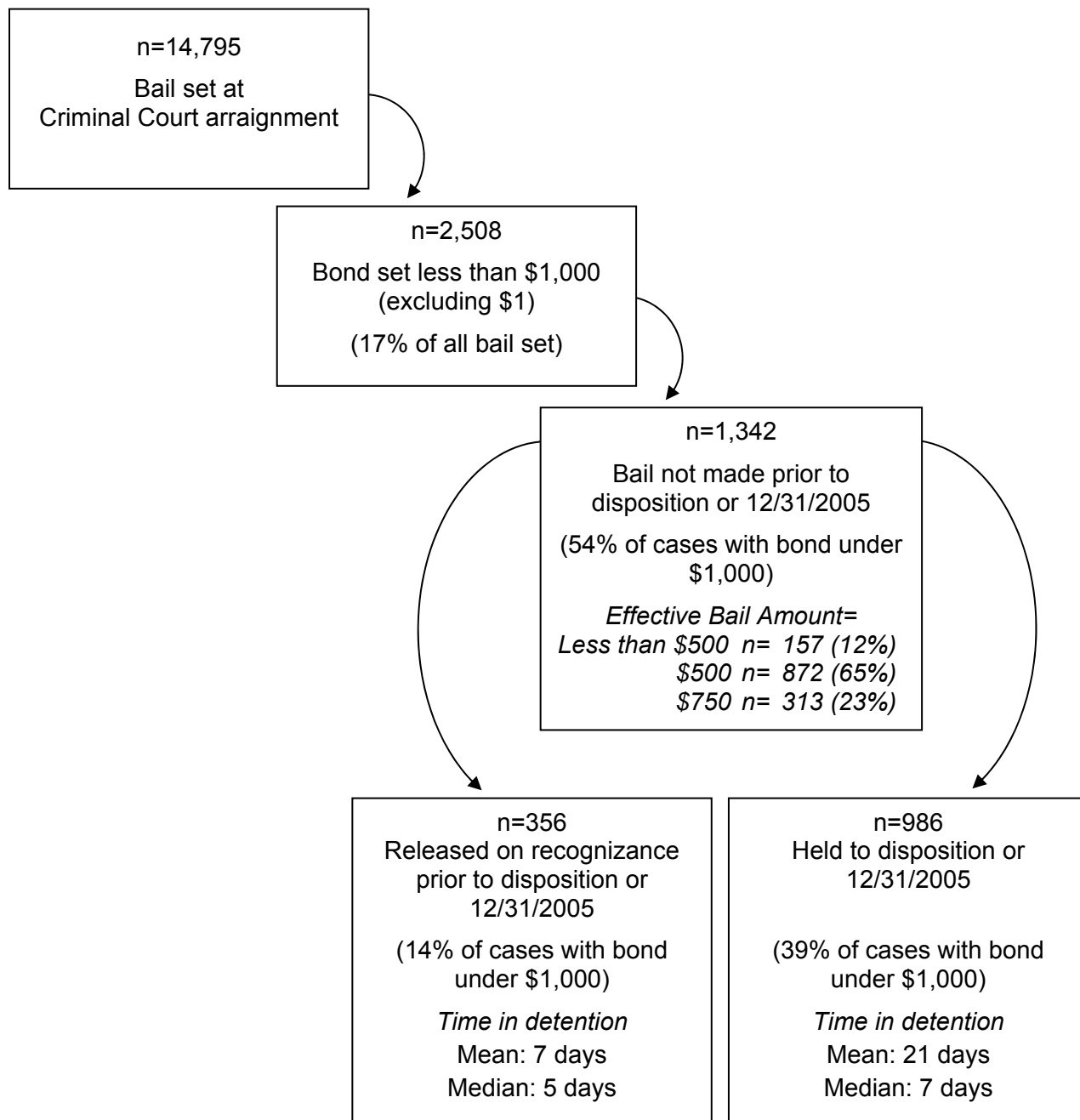
²² Neither Ares et al. (1963) or Schaffer (1967) mentions the lowest amount for which a bond was written for cases in their studies, but it is apparent from data presented in both research reports that bonds in amounts at least as low as \$500 were routinely written.

²³ The research sample consisted of all cases during a three-month period, so the annualized estimate was made by multiplying the number of low-bail cases in which bail was not made (1,342) by 4.

²⁴ Of the 67 cases, the defendant in 47 cases was detained to disposition for an average of 18 days (median, 7 days); in the other 20 cases, the defendant was released on recognizance after an average of 6 days (median, 5 days).

²⁵ In the research sample, 4% of bail amounts set at arraignment (with no cash alternative) were between \$700 and \$750 and 11% were \$500, for a total of 2,139 cases with effective bail between \$500 and \$750 without a higher bond amount.

FIGURE 20
RELEASE OUTCOMES FOR CASES WITH BOND LESS THAN \$1,000
(excluding cases with bond set at \$1,000 or higher, even if a cash alternative lowers the effective bail to below \$1,000)



Other questions arise concerning the rationale for deciding the size of the cash discount, when one is offered. The courts' reasoning in setting cash alternatives at 50% of the bond, the most common ratio, plausibly involves a rough calculation of the cost of posting a bond, based on a 10% fee and 40% cash collateral. At these rates, a defendant with bail set at \$3,000/\$1,500 would need to lay out no more to post cash bail than would be needed for a commercial bond (\$300 fee plus \$1,200 collateral). Posting cash would put the defendant ahead in the long run because the bondsman would return only \$1,200 at the end, whereas the court would return \$1,455 (keeping a 3% fee) upon conviction, and the entire \$1,500 upon acquittal or dismissal. By this arithmetic, there would appear to be no reason for a defendant who was offered a 50% cash alternative ever to seek out a bondsman. Even allowing for the fact that fees are slightly less than 10% for bonds over \$3,000, the 50% formula makes sense—at least as a starting point.

However, borough differences in the amount of cash collateral required for bonds affect the equation. The norm for cash collateral in Manhattan was 40% of the bond, but in Brooklyn 30% was more typical. This means that in Brooklyn the cash discount would need to be closer to 60% in order to bring effective bail down to the amount of cash needed for a bondsman. Instead, cash discounts in Brooklyn—when they were offered—were more likely to be half of the bond amount. In the illustration used earlier, a \$3,000/\$1,500 bail in Brooklyn would likely mean that \$1,200 would be needed for the bondsman—the 10% fee (\$300) plus 30% collateral (\$900)—which is \$300 less than the cash alternative. Even \$300 could make the difference for some defendants between being able to make bail in cash, or having to pay a commercial bondsman.

Given these calculations, some explanation is required for the fact that defendants sometimes posted a bond even with a cash discount of 60% or greater. A bond was posted in 16 of the 443 bail-made cases with a cash discount of at least 60%. We know the reason for five of these cases, thanks to supplementary information collected from case files in Manhattan and Brooklyn: In four of the five, the amount of cash collateral was much lower than usual because a deed to a home was offered as additional collateral. In these cases the amount of cash the defendant put up was a small fraction of the cash alternative, even with the large discount. The fifth case was the one described previously (page 54, footnote 18) with a bond written by the same agent who was later arrested and convicted of submitting false affidavits. The agent in this case probably did not actually collect any collateral, leaving the defendant to pay only the fee, which was hundreds of dollars less than the cash alternative.

Finally, in three additional cases with supplementary data it appeared that the cash layout for a bond (fee plus cash collateral) was equal to or greater than the amount that would have been required to post cash bail. One of these was another bond written by the convicted agent, so the cash collateral may not have been collected. For the remaining two cases no explanation was found:

- (1) A Manhattan defendant with bail set at \$3,000/\$1,500 posted a \$3,000 bond with a \$300 fee and \$1,200 in cash collateral, when cash bail could have been made for the same \$1,500;
- (2) A Brooklyn defendant with bail set at \$7,000/\$3,500 gave a bondsman \$5,180 (\$620 fee plus \$4,560 cash collateral) rather than posting \$3,500 in cash.

Unless the two agents who wrote these bonds were also filing false affidavits, it would appear that the defendants in these cases could have posted cash and would have been much better off had they done so.

Policy Implications

The bail system as a whole discriminates against the poor, but once commercial profits enter the picture the discriminatory effects are magnified. In addition to a nonrefundable fee, the defendant or his family has to come up with an amount of cash collateral that is determined by no fixed formula and varies considerably from case to case. In addition, the bail bond industry, like any enterprise organized for profit, is open to abuse. The abuse may take the form of overcharging clients, accepting clients whose interests would be better served by posting the same amount of cash directly with the court, or inflating the number of fee-paying clients by not requiring them to deposit collateral. The latter constitutes abuse of the courts rather than the defendant because it entails filing a false affidavit to gain the judge's consent to the bond. Examples of each type of abuse were found among the 407 bonds for which detailed information was collected.²⁶

By implication, this research suggests that it would be in the interests of justice to bring New York into closer compliance with the standards of the National Association of Pretrial Services Agencies (NAPSA), the American Bar Association (ABA), and the National District Attorneys Association (NDAA), all of which recommend the abolition of commercial bail bonds.²⁷ There does not seem to be any immediate prospect of legislative action in New York that would achieve this goal, but there are several steps the courts could take (aside from increasing the use of ROR and supervised release programs, where available) to reduce the growing reliance on bondsmen and to reduce the likelihood of abuse when defendants do use their services.

- ***Expand the use of cash alternatives for bail amounts of \$1,000 or more.*** The offer of a cash alternative significantly increases the likelihood that the defendant will make bail, and that the bail will be posted in cash, not through a bondsman. The use of cash alternatives could double and still constitute the minority of bail settings.
- ***Focus on good flight risks.*** Expansion of the use of cash alternatives should focus on defendants who are good flight risks. In more than half of the cases with a defendant who posted a bond, the defendant had been given a positive release recommendation by CJA, yet very few had been offered a cash alternative. The high bail amounts set in many of these cases suggest that the court had good reason not to release them on recognizance, but the money paid to a bail bondsman would accomplish the same thing if deposited with the court.
- ***Make cash alternatives no larger than 50% of the bond.*** To be most effective in reducing reliance on bondsmen, the cash discount should be large enough to eliminate the advantages of a bond. For bail amounts up to \$3,000, this would generally require that the cash alternative be no more than half the bond amount. To achieve the same effect for higher bail amounts, the discounts would need to be greater because the bondsman's fee is calculated at a lower rate. It is noteworthy that both the ABA and the NDAA Standards advocate the use of 10% deposit bail, which is the equivalent of a 90% cash alternative. A "partially secured bail bond," which is an authorized option in New York (CPL §500.10.18), is also the

²⁶ One of the agents represented in this research—not among those we found to be overcharging—was punished by state regulators for overcharging at some time prior to 2007, according to a journalistic report (Murphy 2007). This is another indication that abuses are not rare.

²⁷ NAPSA 2004, Standard 1.4(f); ABA 2007, Standard 10-1.4(f); NDAA 1991, Standard 45.1.c(3).

equivalent of a 90% cash alternative. Whatever it is called, making the cash alternative 10% of the bond amount would eliminate the bond's advantage in virtually every case.

- ***Tailor cash alternatives to bondsmen's collateral requirements.*** For cash alternatives to be equally effective throughout the City, they would need to be tailored to variations in levels of cash collateral. Although the arraignment judge may not know what the cash collateral will be in a specific case, the judge does know how much collateral he/she would approve. Overall, our research shows that collateral was generally lower in Brooklyn than in Manhattan, which suggests a rule of thumb that cash alternatives should also be lower in Brooklyn.
- ***Provide the option of a personally secured bond.*** For a small subset of the defendant population with little cash available for bail but with home ownership, cash alternatives did not provide what a commercial bondsman could—the option of putting up property in place of cash collateral. Just under 10% of bond releases in the sample were accomplished with a much smaller than normal cash outlay because the deed to a home or other property was deposited as collateral. Increased acceptance by the courts of bonds secured by property and posted directly with the court rather than through a bail bondsman would help to offset the benefits of commercial bonds for a few hundred defendants annually.
- ***Monitor bail affidavits more closely.*** Increased judicial oversight of bond affidavits filed with the court, especially in Brooklyn, would reduce overcharges and would help resolve the occasional anomaly of a defendant who—either through ignorance or for some other reason, including agent fraud—appears to be laying out more cash for a bond than would have been necessary for cash bail. Judges could also insist on more stringent documentation of weekly check-in requirements, if they feel that supervision is an important function of bond agents. Currently there is no way to know whether the frequent absence of this item on bail affidavits reflects widespread lack of supervision or clerical omissions.

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APPENDIX A

SAMPLE SOURCE DOCUMENTS Collected From Courthouses And Department Of Correction Facilities

(Identifiers have been removed.)

CASH BAIL:

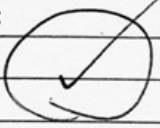
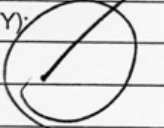
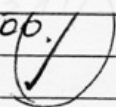
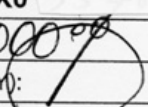
BEX Bail Logs (records of cash bail from Bronx and Queens Criminal Courts)	
Bronx	81
Queens.....	82
BEX Cash Bail Receipt from DOC	83
Cash Bail Receipts From Courts	
Criminal Courts (the same form used in all boroughs).....	85
Cashier Receipt Affixed to Cash Bail Receipt.....	86
Manhattan Supreme Court	87
Brooklyn Supreme Court	88
Queens Supreme Court	89
Cash Bail Receipt From DOC Facilities	
(same form used in all facilities).....	91
DOC Surety Information Form	
(Collected from Riker's Island only)	92

BOND:

Discharge On Giving Bail Slips	
Manhattan Criminal Court	93
Queens Criminal Court	94
Bail Affidavit	95
Undertaking To Answer	96

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BEX BAIL LOG (BRONX)
Record of cash bail posted in Bronx Criminal Court

BRONX BAIL MADE LOG		PAGE: <u>2</u>
DATE: <u>19 July 05</u>		
PART: ☐ AR-1 ☐ AR-2 ☒ AR-3 ☐ AR-4	PART: ☐ AR-1 ☐ AR-2 ☐ AR-3 ☒ AR-4	
Δ'S NAME:	Δ'S NAME:	
DATE: <u>6 Jul 05</u>	DATE: <u>6 Jul 05</u>	
DOCKET: <u>2005BX0</u>	DOCKET: <u>2005BX0</u>	
BAIL AMOUNT: <u>1500⁰⁰</u>	BAIL AMOUNT: <u>2500⁰⁰</u>	
CONTACT (SURETY): 	CONTACT (SURETY): 	
ADDRESS:	ADDRESS:	
CITY, ST.:	CITY, ST.:	
ZIP CODE:	ZIP CODE:	
PART: ☐ AR-1 ☐ AR-2 ☒ AR-3 ☐ AR-4	PART: ☐ AR-1 ☐ AR-2 ☐ AR-3 ☒ AR-4	
Δ'S NAME:	Δ'S NAME:	
DATE: <u>6 Jul 05</u>	DATE: <u>6 Jul 05</u>	
DOCKET: <u>2005BX0</u>	DOCKET: <u>2005BX0</u>	
BAIL AMOUNT: <u>1000⁰⁰</u>	BAIL AMOUNT: <u>1000⁰⁰</u>	
CONTACT (SURETY): 	CONTACT (SURETY): 	
ADDRESS:	ADDRESS:	
CITY, ST.:	CITY, ST.:	
ZIP CODE:	ZIP CODE:	
PART: ☐ AR-1 ☐ AR-2 ☐ AR-3 ☐ AR-4	PART: ☐ AR-1 ☐ AR-2 ☐ AR-3 ☐ AR-4	
Δ'S NAME:	Δ'S NAME:	
DATE:	DATE:	
DOCKET: <u>2005BX0</u>	DOCKET: <u>2005BX0</u>	
BAIL AMOUNT:	BAIL AMOUNT:	
CONTACT (SURETY):	CONTACT (SURETY):	
ADDRESS:	ADDRESS:	
CITY, ST.:	CITY, ST.:	
ZIP CODE:	ZIP CODE:	
SUPERVISOR: <u>Dolores Vega</u>		
No docket #s in book		

- 82 -

BEX CASH RECEIPT FROM DOC
Record of cash bail posted at the Vernon C. Bain Center
for Bronx and Queens cases

Dept. of Finance Treasury Receipt Stamp <i>2005 BX</i>		BAIL RECEIPT & NOTICE TO PERSON POSTING BAIL No 903994	
Indictment #		Docket # <i>05X</i>	Date Bail \$ Received (Today's Date) <i>7/3/05</i> Time Bail \$ Received <i>1600hr</i>
NXSID #		Book & Case #	Defendant's Name (Last, First and M.I.) People v. <i>Green, Jr, etc</i>
Name of Judge/Justice Who Set Bail <i>Abelmann</i>		County <i>Bronx</i>	Offense(s) <i>120.00</i>
Last Court Date Bail Was Set <i>7/6/05</i>		County <i>Bronx</i>	Offense(s) <i>120.00</i>
Bail Amount (Numerical) \$ <i>1,500.00</i>		County <i>Bronx</i>	Offense(s) <i>120.00</i>
Bail Amount (Written) <i>one thousand five hundred</i>		County <i>Bronx</i>	Offense(s) <i>120.00</i>
Check One: Cash ☒ (if check(s) or money order(s), enter number(s) and name(s) of issuing organization(s))		County <i>Bronx</i>	Offense(s) <i>120.00</i>
Check or Money Order ☐		County <i>Bronx</i>	Offense(s) <i>120.00</i>
Describe any outstanding warrants or detainers, including surety examination, prohibiting defendant's immediate discharge. If none, write "NONE". <i>None</i>			
Having posted the bail amount listed above, and having read the information on the back of Copy 1 concerning bail refunds, and having been notified of any outstanding warrants or detainers prohibiting the immediate discharge of the defendant, I undertake that the defendant will appear in this action whenever required & will at all times render himself/herself amenable to the orders and processes of the court, and I acknowledge that the bail will be forfeited if the defendant does not comply with any requirement or order of process to appear in this action, and that his/her next scheduled court appearance is at 9:30 A.M. on the date and place written below:			
Date of Next Court Appearance <i>7/6/05</i>	County <i>Bronx</i>	Court <i>Criminal</i>	Part <i>DV</i>
Signature of Person Posting Bail <i>[Signature]</i>	Name of Person Posting Bail (Printed) <i>Bronx Detainer</i>	Occupation of Person Posting Bail <i>Student</i>	
Residential Address of Person Posting Bail (including ZIP code) <i>100 [illegible] NY 10033</i>			
Signature of Employee Receiving Bail \$ <i>[Signature]</i>	Title <i>10</i>	Shield or ID # <i>2395</i>	Facility Recv'g Bail \$ <i>1,500</i>
Signature of Clerk of Court		Name of Clerk of Court (Printed/Stamped)	Facility Housing Inmate <i>WBC</i>
Date Bail Receipt Received at Court			
Distribution & Routing Instructions			
No.3 Transmit to NYC Department of Finance for their files. (Also, fax copy to facility housing inmate if it is not the facility receiving bail.)			

COPY 3

34 R (4/91)

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CASH BAIL RECEIPT FROM CRIMINAL COURTS
(Sample is from Brooklyn; all Criminal Courts used same form)

CRIMINAL COURT OF THE CITY OF NEW YORK					
RECEIPT CASH BAIL PARTIAL SECURITY		Part <u>CASHIER</u> County <u>KINGS</u>		No. <u>241453</u> Docket Number/Yr.	
The People of the State of New York vs. _____, Defendant			Depositor Street Address _____ Apt # _____ City _____ State _____ Zip Code _____ Occupation _____		
Charges <u>PL 130.60(2), 260.10(4)</u>					
This is to certify that bail was fixed on the above-named Defendant in the above-entitled case in the amount of <u>ONE THOUSAND</u> (\$ <u>1,000.00</u>) Dollars.					
☒ Receipt is hereby acknowledged from the above-named Depositor of a sum of money in the aforesaid amount, posted as Cash Bail in accordance with the Criminal Procedure Law.					
☐ Receipt is hereby acknowledged from the above-named Depositor of a sum of money in the amount of _____ (\$ _____) Dollars, deposited as Partial Security of a bail bond in the above-designated amount.					
Serial Number	Denomination	Serial Number	Denomination	Serial Number	Denomination
<u>50</u>	<u>x</u>	<u>20</u>	<u>=</u>	<u>1,000</u>	
<u>SEPTEMBER 19, 2005</u> Dated: City of New York			<u>Hung Achardberg Sec</u> Court Clerk (full signature)		
☒ I hereby post the aforesaid sum of money as Cash Bail for the above-named Defendant.					
☐ I hereby post the aforesaid sum of money as Partial Security of a bail bond in the amount designated above as having been fixed as bail on the above-named Defendant.					
I undertake that the defendant will appear in this action whenever required and will at all times render (himself or herself) amenable to the orders and process of the court and I acknowledge that the cash bail will be forfeited if the defendant does not comply with any requirement or order of process to appear in this pending action.					
CASE ADJOURNED TO: PART <u>APS - 6th FL</u>			(Name of Depositor) _____		
COUNTY <u>KINGS</u> DATE <u>9/23/2005</u> AT <u>9:30 A.M.</u>					
The law provides that the City of New York shall deduct 3% of the money deposited upon refund except when the case is terminated by dismissal or acquittal at the trial level. If the check is not received within two weeks after the Bail has been ordered refunded, please call The Department of Finance at 669-2879 for information.					
RECORD OF RECEIVING OFFICE				CRC 3018 (Rev. 7/92)	

CASHIER RECEIPT
AFFIXED TO CASH BAIL RECEIPT FROM CRIMINAL COURTS
(ONLY WHEN BAIL POSTED AT CASHIER'S OFFICE)

Criminal Court - Kings County
120 Schermerhorn Street
Brooklyn, New York 12201

Date: 09/19/2005
Time: 14:28:45
Device: INCKI-CASH
Cashier: SKGP3
Receipt: 100223940
Defendant:
Bail Ctrl#: 241453
Docket:
Total Due: \$1000.00

Balance Due: \$1000.00
Payment Today: \$1000.00 CASH
New Balance: \$0

CASH BAIL RECEIPT, MANHATTAN SUPREME COURT

SUPREME COURT, NEW YORK COUNTY

RECEIPT 1394

☒ CASH BAIL ☐ PARTIAL SECURITY

The People of the State of New York Crime: GL 3

vs. Depositor _____

Defendant Street Address _____ Apt. # _____

City _____ State _____ Zip Code _____

CRIMINAL COURT DOCKET NO. _____

SUPREME COURT INDICTMENT NO. _____

This is to certify that bail was fixed on the above-named Defendant in the above-entitled case in the amount of FIVE HUNDRED (\$ 500) Dollars, on 9/30, 2005, by the Hon. LEONARD C. LEECH JR. a Justice of this Court.

☒ Receipt is hereby acknowledged from the above-named Depositor of a sum of money in the aforesaid amount, posted as Cash Bail in accordance with the Criminal Procedure Law, Sec. 520.10, subd. 1.a.

☐ Receipt is hereby acknowledged from the above-named Depositor of a sum of money in the amount of _____ (\$ _____) Dollars, deposited as Partial Security of a bail bond in the above-designated amount, in accordance with the Criminal Procedure Law, Sec. 520.10, subd. 1.e.

Serial Number	Denomination	Serial Number	Denomination

Five Hundred Dollars

US Currency

Dated: 9/30/05 City of New York Russell H. Huns Court Clerk (Full Signature)

☒ I hereby post the aforesaid sum of money as Cash Bail for the above-named Defendant.

☐ I hereby post the aforesaid sum of money as Partial Security of a bail bond in the amount designated above as having been fixed as bail on the above-named Defendant

upon the condition that such money will become forfeit to The People of the State of New York if the Defendant does not appear as required or otherwise render himself amenable to the orders and processes of the Court in the above-entitled action.

Dated: 9/30/05 City of New York X Depositor (Full Signature)

THE LAW PROVIDES THAT THE CITY OF NEW YORK SHALL DEDUCT 2% OF THE MONEY DEPOSITED UPON REFUND.

For return of money deposited, an application for Cash Bail Refund Order must be made to the Clerk of the Court, Room 1000, 100 Centre Street, New York, N. Y. 10013

CASH BAIL RECEIPT, BROOKLYN SUPREME COURT

CASH BAIL RECEIPT		SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS		No. 1830
THE PEOPLE OF THE STATE OF NEW YORK	:	Indictment # _____	SUPREME COURT CRIMINAL TERM 360 ADAMS STREET BROOKLYN, NY REG 07-25-05 11:08 AM J.J. 35139 INDICTMENT# BAIL \$25000.00 1No TOTAL → \$25000.00 PERSON CASH \$25000.00 SAVE THIS RECEIPT	
VS.	:	Depositor _____		
Defendant.	:	Address _____		
Charges <u>PL 155.42</u>	:	Occupation _____		
This is to certify that bail was fixed on the above-named Defendant in the above-entitled case in the amount of <u>Twenty-Five THOUSAND</u> (\$ <u>25,000.00</u>)				
☒ Receipt is hereby acknowledged from the above-named Depositor of a sum of money in the amount of _____ Cash Bail in accordance with the Criminal Procedure Law.				
☐ Receipt is hereby acknowledged from the above-named Depositor of a sum of _____ of _____ (\$ _____) deposited as Partial Security of a bail bond in the above-designated amount.				
Serial Number	Denomination	Serial Number		
		250 x 100		
Dated: <u>7-25-05</u> Brooklyn, New York			<u>T. M. J. ALL</u> Court Clerk (full signature)	
☒ I hereby post the aforesaid sum of money as Cash Bail for the above-named Defendant.				
☐ I hereby post the aforesaid sum of money as Partial Security of a bail bond in the amount designated above as having been fixed as bail on the above-named Defendant.				
I undertake that the defendant will appear in this action whenever required and will at all times be amenable to the orders and process of the court. I acknowledge that the cash bail will be forfeited if the defendant does not comply with any requirement or order of process to appear in this pending action.				
Return to Court on: <u>9-26-05</u>			_____ (Signature of Depositor)	
Part <u>10</u> at 9:30 A.M.				
The law provides that the City of New York shall deduct 3% of the money deposited upon refund except when the case is terminated by dismissal or acquittal. If the check is not received within thirty days (30 days) after the bail has been ordered refunded, please call (212) 669-2879 for information.				

CASH BAIL RECEIPT, QUEENS SUPREME COURT

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

THE PEOPLE OF THE STATE OF
NEW YORK
against
Defendant

RECEIPT FOR
CASH BAIL

No. 0501

On Indictment No: _____

DATE: Nov. 28, 2005

PART: TAP-A

CHARGE: ENT. CORRUPTION 1st

SURETY: _____

ADDRESS: _____

RECEIVED FROM: _____ (SURETY)

(CASH BANK CHECK MONEY ORDER - CERTIFIED CHECK) IN THE AMOUNT OF
FIFTY THOUSAND DOLLARS (\$50,000.00)

IN PAYMENT OF BAIL SET: 11/28/05 BY HON. J. GRIFFIN

IN THE ABOVE ENTITLED MATTER.

I UNDERTAKE THAT THE DEFENDANT WILL APPEAR IN THIS ACTION WHENEVER REQUIRED AND
WILL AT ALL TIMES RENDER (HIMSELF OR HERSELF) AMENABLE TO THE ORDERS AND PROCESS
OF THE COURT AND I ACKNOWLEDGE THAT THE CASH BAIL WILL BE FORFEITED IF THE
DEFENDANT DOES NOT COMPLY WITH ANY REQUIREMENT OR ORDER OF PROCESS TO APPEAR
IN THIS PENDING ACTION.

X _____
SURETY

11/28/05
DATE

CASE ADJOURNED TO PART TAP-A DATE DEC 21, 2005

THE LAW PROVIDES THAT THE CITY OF NEW YORK SHALL DEDUCT 3% OF THE MONEY
DEPOSITED UPON REFUND EXCEPT WHEN THE CASE IS TERMINATED BY DISMISSAL OR
ACQUITTAL AT THE TRIAL LEVEL.

TR# _____

[Signature]
CLERK

[This page intentionally left blank.]

CASH BAIL RECEIPT FROM DOC FACILITIES
(Sample is from BBKC [Bernard B. Kerik Center, now the Manhattan Detention Center];
all DOC facilities used same form)

BAIL RECEIPT & NOTICE TO PERSON POSTING BAIL					No 910428
D.O.F. Treasury Receipt # & Date:					
Indictment #			Docket #		Date Bail \$ Received (Today's Date) <i>OCT 25, 2005</i>
NYSID #			Book & Case #		Time Bail \$ Received <i>1845</i>
Name of Judge/Justice Who Set Bail <i>CLOTT</i>			County <i>NY</i>		Defendant's Name (Last, First and M.I.) <i>People v.</i>
Last Court Date Bail Was Set <i>OCT 25, 05</i>			Bail Amount (Numerical) <i>\$ 500 -</i>		Offense(s) <i>205.30</i>
Check One: Cash ☒ (if check(s) or money order(s), enter number(s) and name(s) of issuing organization(s))			Bail Amount (Written) <i>Five hundred</i>		Part <i>A</i>
Check or Money Order ☐			DOLLAR(S)		
Describe any outstanding warrants or detainers, including surety examination, prohibiting defendant's immediate discharge. If none, write "NONE". <i>None</i>					
Having posted the bail amount listed above, and having read the information on the back of Copy 1 concerning bail refunds, and having been notified of any outstanding warrants or detainers prohibiting the immediate discharge of the defendant, I undertake that the defendant will appear in this action whenever required & will at all times render himself/herself amenable to the orders and processes of the court; and I acknowledge that the bail will be forfeited if the defendant does not comply with any requirement or order of process to appear in this action, and that his/her next scheduled court appearance is at 9:30 A.M. on the date and place written below:					
Date of Next Court Appearance <i>Nov 3, 05</i>		County <i>NY</i>		Court <i>Criminal</i>	
Signature of Person Posting Bail		Name of Person Posting Bail (Printed)		Part <i>A</i>	
Residential Address of Person Posting Bail (including ZIP Code)		Occupation of Person Posting Bail <i>Pharmacy Tech.</i>			
Signature of Employee Receiving Bail \$		Title <i>CO</i>		Facility Recv'g Bail \$ <i>B3KC</i>	
Signature of Clerk of Court		Shield or ID # <i>1113</i>		Facility Housing Inmate <i>B3KC</i>	
Name of Clerk of Court (Printed/Stamped)		Date Bail Receipt Received at Court			
Distribution & Routing Instructions					
No.2 Obtain Captain's signature on back of No.2 and retain in Bail Receipt Book at facility accepting bail payment.					

COPY 2

34 R (4/91)

DOC SURETY INFORMATION FORM
(Collected from Riker's Island only)

	CORRECTION DEPARTMENT CITY OF NEW YORK	FORM #1502E	
	SURETY INFORMATION FORM	EFF. 07/13/01	
		REF. DIR. #1502R	

Surety Pedigree (To Be Completed By Surety) Surety Name : _____ Last Name First Name Address : _____ Home Phone : _____ Business Phone : _____ Relationship to Inmate : _____ Occupation : _____ Inmate's Name : _____ Last Name First Name Book and Case# : _____ Inmate's Home Phone : _____ Inmate's Home Address : _____ <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">D.O.B.</td> <td style="width:15%;">Height</td> <td style="width:15%;">Weight</td> <td style="width:15%;">Race</td> <td style="width:15%;">Hair Color</td> <td style="width:15%;">Eye Color</td> </tr> </table> Charge : _____ Docket # : _____ Judge : _____ Indictment # : _____ Amount of Bail Being Posted : \$ _____ Amount in Words _____ Is the photograph that has been shown to you (Copy Above) that of the inmate you wish to post bail for? Yes ☐ No ☐ Surety Signature : _____ Facility Witness Signature : _____ Date : _____	D.O.B.	Height	Weight	Race	Hair Color	Eye Color	Inmate's Photo
D.O.B.	Height	Weight	Race	Hair Color	Eye Color		

**BOND: DISCHARGE ON GIVING BAIL SLIP
(MANHATTAN CRIMINAL COURT)**

Docket No.

CRIMINAL COURT OF THE CITY OF NEW YORK
Part N County of NEW YORK
To the COMMISSIONER OF CORRECTION of the City of New York:

who is detained by you on a Commitment to answer a charge for the crime of PL 220.21 220.16
265.02 220.50 having given sufficient bail to answer the same, you are
commanded forthwith to DISCHARGE the above named defendant from your custody.

Dated, 23 MAY 2005 R. R. R. SEC
BOND AMT = \$25,000 * 72 HR SURETY * Judge
CRC 147 (10/00)

"DISCHARGE ON GIVING BAIL"

Docket No.

CRIMINAL COURT OF THE CITY OF NEW YORK
Part N County of NEW YORK
To the COMMISSIONER OF CORRECTION of the City of New York:

who is detained by you on a Commitment to answer a charge for the crime of PL 220.39 220.16
205.30 195.05 having given sufficient bail to answer the same, you are
commanded forthwith to DISCHARGE the above named defendant from your custody.

Dated, MAY 26 2005 M. Shi SEC
Judge
CRC 147 (10/00)

"DISCHARGE ON GIVING BAIL"

Docket No.

CRIMINAL COURT OF THE CITY OF NEW YORK
Part N County of NEW YORK
To the COMMISSIONER OF CORRECTION of the City of New York:

who is detained by you on a Commitment to answer a charge for the crime of PL 220.21 220.16
221.05 having given sufficient bail to answer the same, you are
commanded forthwith to DISCHARGE the above named defendant from your custody.

Dated, 6-3 2005 R. R. R. SEC
BOND AMT \$25,000.00 Judge
CRC 147 (10/00)

"DISCHARGE ON GIVING BAIL"

Docket No.

CRIMINAL COURT OF THE CITY OF NEW YORK
Part N County of NEW YORK
To the COMMISSIONER OF CORRECTION of the City of New York:

who is detained by you on a Commitment to answer a charge for the crime of PL 220.16 265.02
221.10 having given sufficient bail to answer the same, you are
commanded forthwith to DISCHARGE the above named defendant from your custody.

Dated, 6-3 2005 R. R. R. SEC
BOND AMT = \$15,000.00 Judge
CRC 147 (10/00)

**BOND: DISCHARGE ON GIVING BAIL SLIP
(QUEENS CRIMINAL COURT)**

		<u>"DISCHARGE ON GIVING BAIL"</u>	
		CRIMINAL COURT OF THE CITY OF NEW YORK	
		Part <u>AP 1</u> , County of <u>QNS</u>	
		To the COMMISSIONER OF CORRECTION of the City of New York:	
		who is detained by you on a Commitment to answer a charge for the crime of <u>P.L. 205.30 V.T.C.</u>	
		<u>1192-4, 1192-3, 511.1A</u> having given sufficient bail to answer the same, you are	
		commanded forthwith to DISCHARGE the above named defendant from your custody.	
		Dated, <u>AUG 16</u> 20 <u>05</u>	Judge. CRC 147 (10/00)
		<u>"DISCHARGE ON GIVING BAIL"</u>	
		CRIMINAL COURT OF THE CITY OF NEW YORK	
		Part _____, County of _____	
		To the COMMISSIONER OF CORRECTION of the City of New York:	
		who is detained by you on a Commitment to answer a charge for the crime of _____	
		_____ having given sufficient bail to answer the same, you are	
		commanded forthwith to DISCHARGE the above named defendant from your custody.	
		Dated, _____ 20 _____	Judge. CRC 147 (10/00)
		<u>"DISCHARGE ON GIVING BAIL"</u>	
		CRIMINAL COURT OF THE CITY OF NEW YORK	
		Part _____, County of _____	
		To the COMMISSIONER OF CORRECTION of the City of New York:	
		who is detained by you on a Commitment to answer a charge for the crime of _____	
		_____ having given sufficient bail to answer the same, you are	
		commanded forthwith to DISCHARGE the above named defendant from your custody.	
		Dated, _____ 20 _____	Judge. CRC 147 (10/00)
		<u>"DISCHARGE ON GIVING BAIL"</u>	
		CRIMINAL COURT OF THE CITY OF NEW YORK	
		Part _____, County of _____	
		To the COMMISSIONER OF CORRECTION of the City of New York:	
		who is detained by you on a Commitment to answer a charge for the crime of _____	
		_____ having given sufficient bail to answer the same, you are	
		commanded forthwith to DISCHARGE the above named defendant from your custody.	
		Dated, _____ 20 _____	Judge. CRC 147 (10/00)

BOND: BAIL AFFIDAVIT

1/29/09 LCTA COPY (Case #1)

THE PEOPLE OF THE STATE OF NEW YORK }
 Against }

STATE OF NEW YORK }
 COUNTY OF New York }
 ss. Kisha Dunkley

Return date: 7-11-05
 Part: 11226
 Charges: \$3500

being duly sworn, deposes and say, that he resides at 5710 Ave H Bklyn NY 11234, and is an attorney in fact and agent of SAFETY NATIONAL CASUALTY CORPORATION the surety on the bail bond of the defendant in the above entitled action.

That the consideration or compensation for becoming such surety on said bail bond is:
 Company Premium \$ 340
 Agent's Service Charge \$ 10

Paid by: (Brother)
 That said surety, has received - has been promised following persons: residing at 11226

as security against any loss on said bail bonds, an indemnity agreement and confession of judgment and the following described collateral:
cash collateral: (\$1,400.00) one thousand four hundred dollars.

That the said surety, has received - has been promised - from: residing at 11226
11226
 in business as at
1. Mechanic
2.
3.

an agreement in writing and confession of judgment duly executed, whereby they have contracted and agree with the said surety to indemnify the said surety against any loss under said bail bond.

That the said surety has not nor has any other person, firm or corporation on its behalf, either directly or indirectly, received nor has been promised any money or other property or thing of value or consideration, nor any security, indemnity or guaranty of any kind whatsoever except as herein set forth, and except that the agent has executed a general indemnity agreement and deposited general collateral for the benefit of the surety only.

That the amount herein set forth as the consideration or compensation received, promised or agreed to be paid is the only sum of money or thing of value which has ever been received or promised by any person, firm or corporation, in writing or otherwise, as the consideration or compensation herein or for any other purpose whatsoever. No previous application for this bail has been made to None and denied for the following reasons None and except for such application no previous application was made.

That each of the foregoing statements are made by deponent to induce the Court to accept the said surety on the bail bond of the defendant herein, and deponent knows of his own personal knowledge that each of the foregoing statements are true, accurate and complete.

Sworn to before me this 6th
 Day of July, 2005

X
 Judge, Criminal Court

[Signature]
 attorney-in-fact
 SAFETY NATIONAL CASUALTY CORPORATION

BOND: UNDERTAKING TO ANSWER

1/28/01 CJA copy

Undertaking to Answer

COMPUTER CHECK

Criminal Court of New York

County of New York

State of New York

Docket#

NYSID #

Return Date: 7-11-05

Part:

Charges:

Bond Amt: \$ 3,500

An order having been made on the 6th Day of July, 2005

By Hon _____, a Judge of the Criminal Court That answer upon a charge of: which he/she has

been duly admitted to bail in the sum of: (\$ 3,500) Thirty five hundred Dollars

The Defendant: _____ Of: _____

Occupation: Mechanic

And SAFETY NATIONAL CASUALTY CORPORATION a corporation under the Laws of the State of Missouri having a place of Business at 2043 Woodland Parkway, Suite 200 St. Louis, MO 63146-4235. Surety hereby undertake jointly and severally That the above named Defendant Shall appear and answer the charge above mentioned in whatever Court it may be prosecuted and shall at all times Render himself/herself in execution thereof: or if he/she fails to perform either of these conditions that we will pay to the people to the State of New York the sum of: (\$ 3,500) Thirty five hundred Dollars

Taken before me this 6th Day of

July, 2005

In absence of defendant (I.S.)

NAME OF BONDSMAN
APPEARS ON REVERSE LIST

SAFETY NATIONAL CASUALTY CORPORATION

By _____

Attorney-In-Fact

X

Hon Judge of Criminal Court

HON. ABRAHAM L. CLOTT

STATE OF NEW YORK}

COUNTY OF New York

On the 6th day of July, in the year of 2005 Before me personally came Kohli Dinkley who being by me duly sworn did depose and say that he resides in the County of Kings State of New York

That he is the Attorney-in-fact of SAFETY NATIONAL CASUALTY CORP., the corporation described in and which Executed the above instruments that he knows the corporate seal of said corporation: that it was so affixed by order Of the Board of Directors of said corporation, and that he signed his name thereto as Attorney-in-Fact by like order that the said Company is a Corporation organized, existing and engaged in business as a Surety Company under and by virtue of the Laws of the State of Missouri and authorized to conduct business in the State of New York and has complied with all requirements of said laws applicable to said Company and is duly qualified to act as surety under the laws of the State of New York: that said SAFETY NATIONAL CASUALTY CORPORATION is worth more than \$1,000,000.00 exclusive of property exempt from execution and over and the above amount of all its debt and liabilities or either encumbrances and that said property consists of cash, municipal bonds, U.S. Government and other bonds and stocks which are lawful; investment for said company.

Sworn to before me on the 6th

Day of July, 2005

X

Attorney-in-Fact

Safety National Casualty Corporation

X

Hon. Judge, of the _____ Court

HON. ABRAHAM L. CLOTT

APPENDIX B

STATISTICAL PROCEDURES

LOGISTIC REGRESSION

The multivariate statistical procedure used in this report is logistic regression, which is appropriate when the dependent variable is dichotomous, as it was for the analysis of form of bail (cash or bond).

The results of a regression analysis, taken as a whole, are referred to as a model. The model is interpreted as a numerical description of the relative importance of all the factors (independent variables) that influence an outcome (dependent variable), and an estimate of the degree to which the outcome can be predicted from a knowledge of those factors. Statistics for each independent variable indicate its net effect on the dependent variable, after the effects of all other variables have been taken into account. A statistic for the model as a whole indicates the proportion of the variation in the dependent variable that is explained cumulatively by all the independent variables. The statistics presented in this report for the logistic regression models are the *standardized beta*, *odds ratio*, and *Nagelkerke R^2* . The statistics and their interpretations are described following an explanation of statistical significance.

Statistical significance

The statistical significance of the variable, simultaneously controlling for all other variables in the model, is indicated by asterisks: from one asterisk to denote the least stringent level of statistical significance ($p < .05$) to three asterisks denoting the most stringent level ($p < .001$). The level of statistical significance is a measure of the likelihood that the relationship found in the sample could have occurred merely by chance. It is standard practice to consider a relationship to be statistically significant if the likelihood is less than 5% ($p < .05$) that the result occurred by chance; an even smaller likelihood — for example, less than 1% ($p < .01$) — is better. The most stringent level of significance ($p < .001$) indicates that the likelihood of the result occurring by chance is less than 1 in 1,000.

Both the magnitude of the effect and the size of the sample enter into determining the level of statistical significance. The sample used for this research was relatively large: 4,799 cases, after excluding cases with missing data on any variable used in the multivariate analysis. The advantage of large samples is that a weak, but real, effect is unlikely to be missed simply because the number of cases was too small for it to be detected by the statistical analysis. However, statistical significance should not be confused with substantive significance. If the sample size is large enough, very weak effects can attain statistical significance; this means that there is a high degree of certainty that the effect is real, but its importance may be trivial.

Standardized Beta

The standardized beta coefficient is a measure of the strength of the effect of the independent variable on the dependent variable, controlling for all other variables in the model. Although some inferences can be drawn about the strength of a variable's effect from the odds ratio in logistic regression, the standardized beta is a better measure of strength precisely because it is

standardized to take into account the number of categories in the independent variable and the distribution of cases among categories. Standardized betas can be directly compared to assess the relative strength of variables, which is not true of odds ratios. The value of the standardized beta ranges from 0 (no effect) to 1 (maximum effect), and the sign indicates the direction of the relationship: a positive sign indicates that as the value of the independent variable increases, the value of the dependent variable also increases; a negative sign indicates that as the value of the independent variable increases, the value of the dependent variable decreases. Dummy variables with only two values (yes or no) are usually coded so that “yes” is given the higher numeric value (0=no, 1=yes), with the result that a positive standardized beta indicates a greater likelihood of the outcome for those with the characteristic encoded by the variable.

To illustrate from Table 28, which presents the logistic regression model of likelihood that the form of bail is a bond: the largest standardized beta was .56 (bail amount set at arraignment), indicating that this variable was the most powerful predictor of a bond. The likelihood of a bond being posted rather than cash (among cases in which bail was made) was greatly increased by each increment in bail amount, coded as five categories from 1 (below \$1,000) to 5 (over \$10,000). The size of the cash discount was the variable with the next largest standardized beta (−.40), and the negative coefficient indicates that larger discounts offered for posting cash were associated with a *decreased* likelihood of a bond.

Odds Ratio

The odds ratio measures the change in odds of an event occurring when the value of the independent variable changes, controlling for all other variables in the model. An odds ratio greater than 1 indicates an increase in the odds of the predicted event occurring when the value of the independent variable is higher; less than 1 indicates a decrease in the odds of the predicted event occurring when the value of the independent variable is higher. To illustrate again from Table 28: the odds ratio for bail amount was 2.27. This means that the odds of a bond being posted (among defendants who made bail) more than doubled with each higher increment in bail amount.

Odds ratios less than 0 indicate reduced odds. The odds ratio for the variable measuring the size of the cash discount was 0.08, which means that the odds in favor of a bond decreased as the size of the cash discount increased.

Nagelkerke R^2

The Nagelkerke R^2 is interpreted as roughly the proportion of variance in the outcome that is explained jointly by all of the independent variables in the model, ranging from 0 (no variance is explained by the variables) to 1 (100% of the variance is explained). The Nagelkerke R^2 for the model predicting likelihood of a bond was .34, which indicates that 34% of the variance in outcomes is explained by the variables in the model.