



Bail Bond Forfeitures

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The use of bail as a mechanism for ensuring that defendants appear in court rests on a straightforward premise: the prospect of financial loss provides an incentive to appear. That potential loss is established at the outset of a criminal case, when the court sets the amount of bail for a person's release. If the person fails to appear as required, the consequence is an order forfeiting the bond in that predetermined amount. Yet, despite the finality suggested by the term "forfeiture," the process does not necessarily end there. Even after a court orders a bond forfeited, North Carolina law permits multiple avenues for relief from the forfeiture under specified circumstances and within prescribed periods of time.

This bulletin details the law on bail bond forfeitures as provided by Part 2 of Article 26 of Chapter 15A of the North Carolina General Statutes [hereinafter G.S.]. The first few sections provide general context on bail bonds and who may post them. The sections that follow explore the requirements for providing notice of bail bond forfeiture, having a forfeiture set aside, and obtaining relief from a final judgment of forfeiture.

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I. Bail Bonds

A. Defining Terms

The laws on bail bonds and bail bondsmen may create some confusion about terms. When referring to a criminal defendant's release from custody, the terms "bail," "bond," and "bail bond" are often used, sometimes interchangeably. However, each term has its own legal significance.

- *Bail* is security required by a court for the release of a criminal defendant who must appear in court at a future time.¹
- A *bond* is a written promise to pay money or perform some act if certain circumstances occur or a certain amount of time elapses.² The term "bond," when used alone, is not specific to criminal cases or to pretrial release. Different types of bonds exist in other legal contexts.
- A *bail bond* (also called an appearance bond) is a type of bond given to a court to guarantee that the defendant will appear in court in the future and, if the defendant is jailed, to obtain the defendant's release from confinement.³

This bulletin generally will use each of the terms above, including "bond" without the modifier "bail," to describe a type of bond given to a court to guarantee that a criminal defendant will appear in court in the future.

B. Pretrial Release

When a person is arrested, a law enforcement officer must take that person before a judicial official without unnecessary delay.⁴ Subject to certain statutory exceptions, defendants charged with most noncapital offenses are entitled to pretrial release in accordance with [G.S. 15A-534](#).⁵ The pretrial release statutes require that at least one of four types of release be imposed before a defendant can be released.⁶ Among these types of release are unsecured bonds and secured bonds, which are known collectively as appearance bonds.

Under the North Carolina General Statutes, an appearance bond, or bail bond, is an undertaking or promise by a principal (the defendant) to appear in court as required, accompanied by an agreement that, if the defendant does not so appear, a stated amount of bail will be forfeited to the State.⁷ Bail bonds may be either secured or unsecured.

An unsecured bond holds a defendant responsible for a breach of the bond requirements but does not require a defendant to pay the amount of the bond in advance or otherwise demonstrate solvency for the amount of the bond in order to be released from jail. If the defendant fails to appear, a forfeiture proceeding will be initiated for an unsecured bond, just as it would be for a secured bond.

1. *Bail*, BLACK'S LAW DICTIONARY (12th ed. 2024).

2. *See Bond*, BLACK'S LAW DICTIONARY (12th ed. 2024).

3. *See Bond*, BLACK'S LAW DICTIONARY (12th ed. 2024).

4. [Chapter 15A, Section 501\(2\) of the North Carolina General Statutes](#) [hereinafter G.S.].

5. *Id.* § 533(b).

6. *Id.* § 534(a).

7. *See id.* § 531(4).

A secured bond, on the other hand, is “backed by some type of security.”⁸ Under Article 26 of G.S. Chapter 15A, a bail bond may be secured in one of the following three ways:

- by a cash deposit of the full amount of the bond;
- by a mortgage by the defendant pursuant to [G.S. 58-74-5](#); or
- by at least one solvent surety, that is, a person or company that is jointly liable with the defendant for the amount of the bond.⁹

If a defendant fails to appear in court as required, the court will order forfeiture of any bond (secured or unsecured) posted in the case.¹⁰ Forfeiture of the bond means that the defendant (and any sureties on the bond) will be required to pay the full amount of the bond to the court, unless the forfeiture is set aside prior to its docketing as a final judgment of forfeiture.

II. Sureties

A bail bond may be secured by at least one solvent surety.¹¹ A surety is one who, along with the principal (again, the defendant), is liable for the amount of the bail bond upon forfeiture of bail.¹² There are three types of sureties:

- A professional bondsman, when a bail bond is executed by a professional bondsman or by a runner on behalf of a professional bondsman.¹³
- An insurance company, when a bail bond is executed by a bail agent on behalf of an insurance company.¹⁴
- An accommodation bondsman.¹⁵

Figure 1 illustrates the different types of sureties and their agents. A person who merely agrees to indemnify a bondsman on a bail bond is not considered a surety.¹⁶

A. Professional Bondsmen and Runners

A professional bondsman is a person who

- is approved and licensed by the Commissioner of Insurance (Commissioner) under G.S. Chapter 58, Article 71,
- pledges cash or approved securities with the Commissioner as security for bail bonds written in connection with a judicial proceeding, and
- receives or is promised money or other things of value for writing the bond.¹⁷

8. *Bond, Secured Bond*, BLACK’S LAW DICTIONARY (12th ed. 2024).

9. [G.S. 15A-531\(4\)](#). Notwithstanding the use of the term “mortgage” in the statute, almost all counties in North Carolina accept deeds of trust to property, rather than mortgages, as security, regardless of whether that property is owned and posted solely by the defendant or by an accommodation bondsman.

10. [Id. § 544.3\(a\)](#).

11. [Id. § 534\(a\)\(4\)](#).

12. [G.S. 58-71-1\(10\)](#).

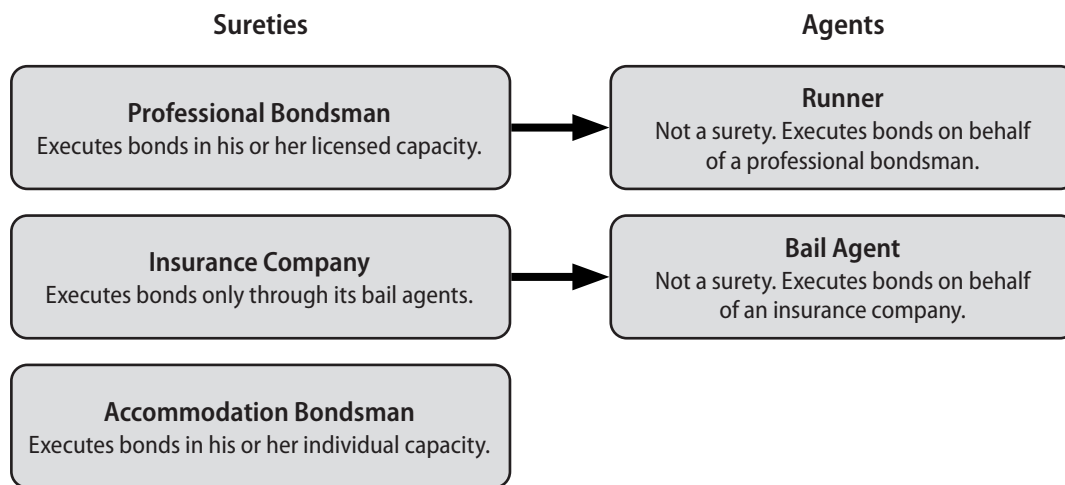
13. [G.S. 15A-531\(8\)b](#).

14. [Id. § 531\(8\)a](#).

15. [Id. § 531\(1\)](#).

16. *State v. Gettleman*, 275 N.C. App. 260, 277 (2020).

17. [G.S. 15A-531\(7\)](#); [58-71-1\(8\)](#).

Figure 1. Bail Bond Sureties and Agents

Source: Adapted from NORTH CAROLINA CLERK OF SUPERIOR COURT MANUAL SERIES, *Criminal*, ch. 3 (2024).

A professional bondsman may employ runners, who are agents of the bondsman, for purposes of executing bail bonds on the professional bondsman's behalf.¹⁸ The term "runner" does not include a duly licensed attorney or a law enforcement officer assisting a bondsman.¹⁹

A runner is not a surety and is not personally liable for forfeiture of any bond that they execute. Rather, the runner executes bail bonds on behalf of a professional bondsman, who is the surety. However, although a runner is not personally liable for the amount of the bond in the same manner as the professional bondsman or the defendant, the runner's authority to execute subsequent bonds will be suspended in the event of a final judgment of forfeiture for a bond that the runner executed, as discussed in [section VI.E.](#), below.

A runner may be employed by only one professional bondsman at a time.²⁰ A person may, however, be licensed as a runner for a professional bondsman and also be licensed as a bail agent for one or more insurance companies.²¹ A person may also be licensed as both a professional bondsman and a runner.²²

18. [G.S. 15A-531\(8\); 58-71-1\(9\)](#). A power of attorney for the runner must be recorded with the Commissioner. See [G.S. §§ 58-71-1\(9\), 110](#).

19. [G.S. 58-71-1\(9\)](#).

20. [Id. § 71-65\(1\)](#).

21. See [id. § 71-82](#).

22. [Id.](#)

B. Insurance Company Through a Bail Agent

In the context of bond forfeitures, insurance companies include any domestic, foreign, or alien surety company that has qualified under G.S. Chapter 58 to transact bail bond business in North Carolina.²³ An insurance company executes bonds only through its bail agents. A bail agent²⁴ is any person who

- is licensed by the Commissioner of Insurance (Commissioner) as a surety bondsman under G.S. Chapter 58, Article 71,
- is appointed by an insurance company by power of attorney to execute or countersign bail bonds for the insurance company in connection with judicial proceedings, and
- receives or is promised consideration for writing the bond.²⁵

A bail agent is not a surety and is not personally liable for forfeiture of any bond that they execute. The bail agent is instead an agent for the insurance company, which is the surety.²⁶ However, although a bail agent is not personally liable for the amount of the bond in the same manner as the insurance company and the defendant, the bail agent's authority to execute subsequent bonds will be suspended in the event of a final judgment of forfeiture for a bond that the bail agent executed, as discussed in [section VI.E.](#), below.

Some individuals are licensed as both a professional bondsman and a bail agent. Some runners are also licensed as bail agents.²⁷ Only a bail agent can execute bonds on behalf of an insurance company.²⁸

C. Accommodation Bondsman

An accommodation bondsman is a natural person who

- is at least 18 years old;
- is a bona fide resident of North Carolina;
- aside from love and affection and release of the defendant, receives no compensation for signing the bond; and
- provides satisfactory evidence of ownership, value, and marketability of real or personal property to the extent necessary to reasonably satisfy the official taking the bond that the property will be sufficient to assure full payment of the bail bond in the event of a breach.²⁹

23. See [G.S. 15A-531\(6\)](#).

24. The statutes providing for regulation of bail agents by the Department of Insurance (DOI) use the term "surety bondsman" rather than "bail agent." [G.S. 58-71-1\(11\)](#). The process for bond forfeitures, however, is set out exclusively in Part 2 of Article 26 of Chapter 15A, which uses the term "bail agent," and [G.S. 58-71-195](#) provides that in the event of any conflict between Chapter 58 and the provisions of Chapter 15A, the latter controls. Therefore, to avoid confusion and maintain consistency within this bulletin, the terms "bail agent" and "insurance company," used in the statutes governing forfeitures, will be used to refer to these respective roles.

25. [G.S. 15A-531\(3\)](#); [58-71-1\(11\)](#).

26. See [G.S. 15A-531\(8\)a](#).

27. [G.S. 58-71-82](#).

28. See [G.S. 15A-531\(8\)](#).

29. [G.S. 58-71-1\(1\)](#); [15A-531\(1\)](#).

There is no licensing requirement to become an accommodation bondsman. These sureties are often friends, family members, or associates of the defendant whose bond they are executing.

D. Limitations on Suretyship

Certain public employees, officials, and professionals may serve as sureties on a bail bond **only** for a person in their immediate family. Those people include a sheriff, deputy sheriff, other law enforcement officer, judicial official, attorney, parole officer, probation officer, jailer, assistant jailer, employee of the General Court of Justice, other public employee assigned to duties relating to the administration of criminal justice, or spouse of any such person.³⁰ G.S. 15A-541 does not define the term “immediate family.” A different statute, G.S. 58-71-105, sets forth an identical restriction on suretyship. Though the latter statute does not use the term “immediate family,” it expressly permits suretyship on a bail bond of the person’s spouse, parent, brother, sister, child, or descendant.³¹ Signing as a surety on a bail bond outside the scope of the limitation is a Class 2 misdemeanor.³²

E. Surety Liability

Upon entry of a final judgment of forfeiture, the defendant and any surety on the bond will be jointly and severally liable to the State for the amount of the bond.³³ By executing a bail bond, the defendant and each surety on the bond consent to be bound by any notice given in compliance with applicable statutes.³⁴ The defendant and each surety may be held liable by statute without the necessity of an independent civil action on the bond.³⁵

III. Requirement of a Written Appearance Bond

Appearance bonds in North Carolina are contracts and governed by the rules for construction of contracts.³⁶ That means, among other things, that the defendant and any surety on the bond can be held only to the terms of the contract to which they agreed when posting the bond. Those terms are embodied in the written undertaking (i.e., the content of the [AOC-CR-201 form](#) (Appearance Bond For Pretrial Release) or the [AOC-CR-238 form](#) (Appearance Bond For Release After Judgment In Superior Court)) that they signed in their capacities as defendant or surety. In order for a court to order a forfeiture, the forfeiture must be grounded in the appearance bond, not other paperwork like a release order or a magistrate’s receipt for cash received. Those other documents do not contain any language obligating the defendant (and any surety) for the bond amount in the event that the defendant fails to appear. Only the appearance bond itself contains the necessary contractual language.

30. [G.S. 15A-541](#); [58-71-105](#).

31. [G.S. 58-71-105](#).

32. [G.S. 15A-541](#). The companion provision in [G.S. 58-71-105](#) is punishable as a Class 1 misdemeanor. [G.S. 58-71-185](#). However, [G.S. 58-71-195](#) provides that in the event of any conflict between Chapter 58 and the provisions of Chapter 15A, the latter controls.

33. [Id. § 544.3\(a\)](#).

34. [Id. § 544.1](#).

35. *Id.*

36. *State v. Corl*, 58 N.C. App. 107, 111 (1982).

IV. Entry, Service, and Notice of Forfeiture

A judge must order forfeiture³⁷ of an appearance bond when a defendant who is released on pretrial release fails to appear before the court as required.³⁸ The bond forfeiture statutes apply only to a defendant who was released, meaning a defendant who was physically set free from custody once the appearance bond was executed.³⁹ A defendant who is transferred to federal custody immediately upon execution of an appearance bond has not been “released” from the State’s custody and therefore may not have his or her bond forfeited.⁴⁰

The court must give notice of the entry of forfeiture by sending a copy of the forfeiture by first-class mail to the defendant and to each surety whose name appears on the bail bond.⁴¹ Form [AOC-CR-213](#) (Bond Forfeiture Notice) is often used for this purpose. The notice of forfeiture is mailed by the clerk. If a bail agent executed the bond on behalf of an insurance company, the court must send a copy of the notice to both the bail agent and the insurance company.⁴² However, failure to notify the bail agent does not affect the validity of notice given to the insurance company.⁴³ Though there is no statute mandating notice to runners, a runner who executes a bond on behalf of a professional bondsman is also provided a copy of the notice.

A. Contents

The notice of forfeiture must contain the following information:

- the defendant’s name and address of record,
- the file number of each case in which the defendant’s appearance is secured by the bail bond,
- the amount of the bail bond,
- the date on which the bail bond was executed,
- the name and address of record of each surety on the bail bond,
- the name, address of record, license number, and power of appointment number of any bail agent who executed the bail bond on behalf of an insurance company,
- the date on which the forfeiture is entered,
- the date on which the forfeiture will become a final judgment under [G.S. 15A-544.6](#) if not set aside before that date, and
- a statement of notice as provided in [G.S. 15A-544.3\(b\)\(9\)](#).⁴⁴

37. Different actors use the term “forfeiture” to refer both to the *entry of forfeiture* (the start of the forfeiture proceeding, triggered by the court’s order upon the defendant’s failure to appear) and *final judgment of forfeiture* (the point at which the obligation may be enforced by means of a docketed lien, execution, and prohibition of licensed sureties). To avoid confusion and maintain consistency throughout the remainder of this bulletin, the terms “forfeiture” and “entry of forfeiture” are intended to mean the former, while “final judgment” or “final judgment of forfeiture” refer to the latter.

38. See [G.S. 15A-544.3\(a\)](#).

39. See *State v. Lemus*, 273 N.C. App. 155 (2020).

40. *Id.*

41. [G.S. 15A-544.4\(a\), \(b\)](#).

42. [Id. § 544.4\(c\)](#).

43. *Id.*

44. [Id. § 544.3](#).

B. Timing

Notice of forfeiture must be mailed no later than thirty days after the defendant failed to appear as required and a “call and fail” was ordered.⁴⁵ Such notice is effective when mailed.⁴⁶ There is no requirement that the surety receive the notice for it to be effective.⁴⁷ In *State v. Belton*, the North Carolina Court of Appeals held that a clerk’s certificate of service and testimony as to the practice of putting notices in an outgoing box for another employee to take to the post office were sufficient to show that a notice of forfeiture was mailed in compliance with [G.S. 15A-544.4](#).⁴⁸

C. Mailing Addresses for Notice of Forfeiture

In the context of bond forfeitures, “address of record” is a defined term for all of the parties to the bond and can only be changed by specific means. Notice is provided to the defendant when the notice is mailed to the defendant’s address of record, which is the address noted on the bail bond or any later address filed by the defendant with the clerk of superior court.⁴⁹ Notice is provided to the surety at the surety’s address of record.⁵⁰

- If the surety is an accommodation bondsman, the address of record is the address entered on the bail bond or any later address filed by the bondsman with the clerk of superior court.⁵¹
- If the surety is an insurance company, the address of record is the address registered with the North Carolina Administrative Office of the Courts (NCAOC)⁵² pursuant to [G.S. 58-71-140](#).⁵³
- If the surety is a professional bondsman or a bail agent, the address of record is the address on the license provided by the Department of Insurance (DOI) to the bail agent or bondsman, as registered with NCAOC pursuant to [G.S. 58-71-140](#).⁵⁴

45. [Id. § 544.4\(e\)](#). A “call and fail” occurs when a defendant’s name or case is called during a session of court, but the defendant does not respond (usually because the defendant failed to appear).

46. [Id. § 544.4\(d\)](#).

47. *State v. Ferrer*, 170 N.C. App. 131, 137, *review denied*, 359 N.C. 638 (2005).

48. 169 N.C. App. 350, 357 (2005).

49. [G.S. 15A-531\(2\)a](#).

50. [Id. § 531\(2\)](#).

51. [Id. § 531\(2\)a](#).

52. North Carolina Administrative Office of the Courts (NCAOC) maintains a [list of authorized professional bondsmen, insurance companies, runners, and bail agents in each county](#). The list is available on the N.C. Judicial Branch’s website at <https://www.nccourts.gov/services/find-a-bail-bondsman>.

53. [G.S. 15A-531\(2\)b](#).

54. [Id. § 531\(2\)c, d](#). Although notice to runners isn’t required, and runners don’t have a statutorily defined “address of record,” the NCAOC applies the same rule to them and sends notice to the address on the license provided by DOI.

Because the address of record for the individual licensees goes directly to the NCAOC from DOI pursuant to [G.S. 58-71-140\(e\)](#), a licensee cannot change their address for notice purposes simply by notifying the clerk in the manner that a defendant or an accommodation bondsman can. For a licensee to change their address for forfeiture notices, the licensee must update their license address with DOI, which would change their address for all forfeiture proceedings statewide.

V. Setting Aside an Order of Forfeiture

A. Generally

An entry of forfeiture at the time a defendant fails to appear marks the beginning of the bond forfeiture process. The monetary and license consequences of that forfeiture do not attach until final judgment 150 days later. Before the end of the 150 days, many forfeitures are set aside⁵⁵ due to intervening events and therefore never result in actual forfeiture of funds to the State.

The exclusive avenues for relief from forfeiture of an appearance bond (where the forfeiture has not yet become a final judgment) are provided in [G.S. 15A-544.5](#).⁵⁶ There are only two mechanisms for setting aside a pending forfeiture under G.S. 15A-544.5: (1) by order of a court striking the failure to appear and recalling any order for arrest or (2) by written motion to set aside by the defendant or surety. Only a defendant, any surety, a professional bondsman, a runner acting on behalf of a professional bondsman, or a bail agent acting on behalf of an insurance company may make a written motion to set aside the forfeiture.⁵⁷

A motion to set aside a forfeiture for untimely notice must be filed within thirty days of the date notice was given.⁵⁸ A motion to set aside a forfeiture for any other statutorily permissible reason (see [section V.B.](#), below) may be filed at any time before the expiration of 150 days after the date on which notice was given.⁵⁹ The motion must be filed in the clerk's office in the county in which the forfeiture was entered,⁶⁰ and the person filing the motion to set aside a forfeiture must serve a copy of the motion, under [G.S. 1A-1, Rule 5](#), on the district attorney for the county and on the attorney for the county board of education.⁶¹

55. A bond forfeiture proceeding, while ancillary to the underlying criminal proceeding, is a civil matter. *State v. Pelletier*, 168 N.C. App. 218, 222 (2005). "Set aside" in civil proceedings is generally understood to mean post-dispositional relief. *See, e.g.*, [G.S. 1A-1, Rule 55](#) (setting aside an entry of default) and [Rule 60](#) (setting aside a judgment). A set-aside in the bond forfeiture context is exclusively pre-judgment relief under [G.S. 15A-544.5](#).

56. *See State v. Williams*, 218 N.C. App. 450, 451 (2012).

57. [G.S. 15A-544.5\(d\)\(1\)](#). *See State ex rel. Guilford Cnty. Bd. of Educ. v. Herbin*, 215 N.C. App. 348 (2011) (affirming the trial court's ruling and holding that a bail agent may file a motion to set aside forfeiture as the filing of such motion does not constitute an appearance before a judicial body and therefore does not constitute a violation of [G.S. 84-4](#) regarding the unauthorized practice of law). *Cf. State v. Cash*, 270 N.C. App. 433 (2020) (holding that the signing of a motion to set aside bond forfeiture by a corporate officer of a surety company was unauthorized practice of law within the meaning of [G.S. 84-5](#), warranting denial of motion).

58. [G.S. 15A-544.5\(d\)\(1a\)](#).

59. *Id.* Where the 150th day falls on a weekday, the 150-day time period expires when the courthouse closes. *Williams*, 218 N.C. App. at 450. Only weekends and legal holidays are recognized as days on which the statutory time limit can be automatically extended, and the period expires when the courthouse closes on the next business day. *See id.* (citing [G.S. 1A-1, Rule 6](#): "[t]he last day of the period so computed is to be included, unless it is a Saturday, Sunday or a legal holiday when the courthouse is closed for transactions[.]").

60. [G.S. 15A-544.5\(d\)\(2\)](#).

61. *Id.* For more on service under this rule, see Joseph Laizure, [Rule 5 Service: What Practitioners Need to Know](#), ON THE CIVIL SIDE: A N.C. CIV. L. BLOG (Apr. 14, 2026), <https://civil.sog.unc.edu/2026/04/14/rule-5-service-what-practitioners-need-to-know/>.

B. Grounds for Set Aside

A motion to set aside a forfeiture must state the reason for setting aside the forfeiture.⁶² The motion must also include, as an attachment, the relevant evidence to support the reason specified in the motion.⁶³ The subsections that follow list the statutory bases for setting aside an order of forfeiture and indicate the evidence that must be attached to the motion to support each basis. The statutory reasons for which a bail bond forfeiture may be set aside are both mandatory and exhaustive.⁶⁴

1. The defendant's failure to appear has been set aside and any order for arrest that was issued for that failure to appear has been recalled.

[G.S. 15A-544.5\(c\)](#) requires a judge to enter an order setting aside a forfeiture—without a motion by a party—at the time he or she strikes a failure to appear and recalls any order for arrest issued for that failure to appear.⁶⁵ As such, motions to set aside an order of forfeiture on this basis may not occur very often. However, a motion to set aside on this basis remains available in the event that a judge fails to enter the order striking the failure to appear as required.

An official court record, including an electronic record, must be attached as support to any motion to set aside a forfeiture on this basis. The court of appeals has acknowledged that an Automated Criminal/Infractions System (ACIS) printout is a copy of an official court record, sufficient to serve as evidence to support this reason for setting aside an order of forfeiture.⁶⁶ The official court record may also include a copy of the [AOC-CR-408](#) form (Order Striking Failure To Appear) or equivalent order completed by a judge.

When an order setting aside a forfeiture is entered on this ground, the original bail bond secures the defendant's further appearances unless the judge orders otherwise.⁶⁷

2. The charges for which the defendant was under bond have been disposed.

An official court record, including an electronic record, must be attached to the motion as support. Sometimes, when a defendant fails to appear in court on criminal charges, the State may choose to take a “dismissal with leave” to remove the case from the court's active docket, but the State can reinstitute the charges at a later time by filing a written notice with the clerk (without the need for a new criminal pleading).⁶⁸ The underlying criminal case remains pending. A dismissal with leave therefore is not a final disposition for the purposes of this ground for setting aside a pending forfeiture.

62. [G.S. 15A-544.5\(d\)\(1\)](#).

63. *Id.* Only one ground—untimely notice under [G.S. 15A-544.5\(b\)\(8\)](#)—requires no attached evidence for its support.

64. See *id.* § 544.5(b); *State v. Knight*, 255 N.C. App. 802 (2017).

65. [G.S. 15A-544.5\(c\)](#).

66. *State v. Doss*, 274 N.C. App. 225 (2020). Though ACIS has since been fully replaced by another system, the appellate courts might presumably hold the same for copies of documentation from its successor(s).

67. [G.S. 15A-544.5\(c\)](#). While this outcome appears only in [G.S. 15A-544.5\(c\)](#), it has, in practice, often been applied to set-asides on other grounds. The original bond may retain its validity only if it has not been negated by an intervening event like a valid surrender (see [G.S. 15A-534\(h\)\(2\)](#)) or the posting of a superseding bond.

68. See *id.* § 932(a).

3. A surety has surrendered the defendant.

When the defendant fails to appear in court as required, the surety may physically take the defendant to the sheriff (detention facility) in the county where the defendant was ordered to appear for trial (charging county) or to the sheriff in the county where the defendant was bonded.⁶⁹ Alternatively, a surety may surrender a defendant who is already in the custody of any sheriff. The surety appears in person and informs the sheriff that the surety wishes to surrender the defendant.⁷⁰

Before surrendering a defendant to a sheriff, the surety must provide the sheriff with a copy of the bail bond, forfeiture, or release order.⁷¹ The surety typically documents the surrender using the [AOC-CR-214](#) form (Surrender Of Defendant By Surety), to be provided to the receiving sheriff. Upon surrender of the defendant, the sheriff provides a receipt to the surety, which is included on the same AOC-CR-214 form.⁷² The receipt must be attached as support for a motion to set aside an order of forfeiture on this basis.

4. The defendant has been served with an order for arrest for the failure to appear on the criminal charge in the case in which the forfeited bond was posted.

An official court record, including an electronic record, must be attached to the motion as support.

5. The defendant died before or within the period between the forfeiture and the final judgment.

The defendant's death certificate must be attached to the motion as support.

6. The defendant was imprisoned in the North Carolina Department of Adult Correction and is serving a sentence or in a unit of the Federal Bureau of Prisons located in North Carolina at the time of the failure to appear.

A copy of an official court record or a copy of a document from the Division of Prisons of the Department of Adult Correction or the Federal Bureau of Prisons, including an electronic record, must be attached as support. A county jail is not a unit of the Department of Adult Correction.⁷³

7. The defendant was incarcerated in a local, state, or federal detention center, jail, or prison anywhere in the country at the time of the failure to appear or at any time between the failure to appear and the entry of final judgment of forfeiture; the district attorney for the county where the charges were pending received notice of the defendant's confinement while the defendant was still incarcerated; and the defendant remained in custody for ten days after receipt of the notice.

The use of the word "still" refers to one continuous period of incarceration which begins "at the time of the failure to appear" and ends no earlier than ten days after the date that the district attorney receives notice.⁷⁴ The North Carolina Court of Appeals has concluded that the statute does not require that the defendant be incarcerated for the same charges for which the defendant failed to appear. The statute does, however, require that the defendant's period of incarceration be continuous.⁷⁵ A defendant could be incarcerated consecutively on numerous different charges, but if there is no interruption in the defendant's incarceration during the time period specified by

69. See [G.S. 58-71-20](#).

70. [G.S. 15A-540\(b\)](#).

71. *Id.*

72. *Id.*

73. *State v. Rodrigo*, 190 N.C. App. 661, 665 (2008).

74. *State v. Largent*, 197 N.C. App. 614 (2009).

75. *Id.*

the statute, it falls within this statutory basis for setting aside an order of forfeiture.⁷⁶ However, if the defendant is incarcerated at the time he or she fails to appear and then is later released, only to be incarcerated again at the time notice is provided to the district attorney and for ten days thereafter, the defendant was not “still incarcerated” within the meaning of this reason.⁷⁷

Written notice must be served on the district attorney by hand delivery or certified mail. If the defendant was released from incarceration before a motion to set aside the forfeiture was filed, written documentation of the date that the defendant was released is required.

8. Notice of the forfeiture was not mailed within thirty days after the defendant failed to appear as required and a “call and fail” was ordered.⁷⁸

This is the only ground for setting aside a pending forfeiture that does not require attached evidence for its support.

9. The court refused to issue an order for arrest for the defendant’s failure to appear.

An official court record, including an electronic record, must be attached as support.

Relief based on any of the nine grounds discussed above requires a written motion and entry of an order by a judge. A clerk cannot set aside a forfeiture administratively, even if the face of the record before the clerk supports one of the statutory grounds for setting aside. When a motion to set aside cites at least one statutory reason, supported by evidence, the trial court must grant the motion.⁷⁹ A trial court commits reversible error by denying a surety’s valid motion to set aside the forfeiture based only on the surety’s absence from the motion hearing.⁸⁰

C. When Set Aside Is Prohibited

A judge must set aside a forfeiture when any of the following statutory reasons listed in the section above are established. A judge may not set aside a forfeiture for any other reason. Even so, a bond forfeiture may not be set aside for **any** reason (including a statutorily permissible reason) where the surety or bail agent had actual notice before executing a bail bond that the defendant had already failed to appear on two or more prior occasions in the case.⁸¹ Actual notice occurs only if two or more failures to appear are indicated on the defendant’s release order by a judicial official. The judicial official must indicate on the release order when it is the defendant’s second or subsequent failure to appear in the case for which the bond was executed.⁸² A properly marked release order is per se sufficient evidence of “actual notice.”⁸³ The State is not required to produce any additional evidence—including evidence that the surety or bail agent actually saw the release order before executing the bail bond.⁸⁴

76. *Id.*

77. *Id.*

78. See *supra* [note 45](#) (defining “call and fail”).

79. *State v. Isaacs*, 261 N.C. App. 696, 702 (2018).

80. See *State v. Maye*, 295 N.C. App. 248 (2024).

81. *Id.* § 544.5(f).

82. *Id.*

83. *State v. Hinnant*, 255 N.C. App. 785, 790–91 (2017).

84. *Id.*

D. Partial Relief Not Permitted

The trial court must either allow the motion and set aside the bond forfeiture in its entirety or deny the motion to set aside.⁸⁵ When a motion to set aside a forfeiture is denied, the court may not grant “partial relief” by reducing the amount owed on the bond.⁸⁶

E. Hearing for a Motion to Set Aside an Order of Forfeiture

1. Objecting

The district attorney or the county board of education may file a written objection to the motion to set aside a forfeiture within twenty days after the motion is served on that person or entity.⁸⁷ The objection must be filed with the clerk and a copy served on the moving party under [G.S. 1A-1, Rule 5](#).⁸⁸ If neither the district attorney nor the attorney for the board of education files an objection within twenty days after the motion to set aside a forfeiture is served, the clerk must enter an order setting aside the forfeiture, even if the motion is defective.⁸⁹ If the district attorney or the county board of education files an objection, a judge of the trial division in which the defendant was bonded to appear must hold a hearing within thirty days after the objection is filed.⁹⁰

2. Ruling on the Motion

If a judge allows a motion to set aside, the judge must enter an order setting aside the forfeiture.⁹¹ If the judge sets aside the forfeiture, the forfeiture cannot become a final judgment, be enforced, or be reported to DOI.⁹² If the court denies a motion to set aside the forfeiture, the forfeiture becomes a final judgment of forfeiture on the later of (1) the date of the hearing or (2) the 150th day after the bond forfeiture notice was given to the defendant and each surety.⁹³

The court may not consider more than one motion by a surety to set aside a specific forfeiture, with one exception: the court may consider two separate motions if one is a motion under [G.S. 15A-544.5\(b\)\(8\)](#) (notice provided more than thirty days after the failure to appear).⁹⁴

3. Sanctions

If the judge determines that the motion to set aside a forfeiture was not signed or that the required documentation was either fraudulent or not attached to the motion at the time the motion was filed, the judge may order monetary sanctions against the surety filing the motion, unless the court also finds that the failure to sign the motion or attach the required documentation was unintentional.⁹⁵

85. *State v. Knight*, 255 N.C. App. 802, 810 (2017).

86. *Id.* at 810.

87. [G.S. 15A-544.5\(d\)\(3\), \(4\)](#).

88. [Id.](#) § 544.5(d)(2). For more on service under this rule, see Laizure, *supra* [note 61](#).

89. [G.S. 15A-544.5\(d\)\(4\)](#).

90. [Id.](#) § 544.5(d)(5).

91. [Id.](#) § 544.5(d)(6).

92. [Id.](#) § 544.5(g).

93. [Id.](#) § 544.5(d)(7); [id.](#) § 544.6.

94. [G.S. 15A-544.5\(e\)](#).

95. [Id.](#) § 544.5(d)(8).

A motion for sanctions and notice of the hearing on the motion must be served on the surety at least ten days before the time specified for the hearing.⁹⁶ If the court concludes that a sanction should be ordered, the court must deny the motion to set aside and impose the sanctions as follows:

- twenty-five percent (25%) of the bond amount for failure to sign the motion;
- fifty percent (50%) of the bond amount for failure to attach the required documentation; and
- one hundred percent (100%) of the bond amount for the filing of fraudulent documentation.⁹⁷

The clerk must docket any sanction awarded as a civil judgment and remit the clear proceeds of the sanction to the county finance officer for use of the county schools.⁹⁸ A court is not authorized to impose any other sanctions not specifically prescribed in the bond forfeiture statutes.⁹⁹

4. Motions to Amend

Sometimes a motion to set aside a bond forfeiture might be defective, either when the moving party fails to state the grounds for setting aside or fails to attach evidence as required by statute. In those circumstances, the moving party may wish to amend the motion to set aside.

The rules of civil procedure apply to bond forfeiture proceedings.¹⁰⁰ Rule 15(a) of the North Carolina Rules of Civil Procedure provides that “leave to amend a pleading shall be freely given except where the party objecting can show material prejudice by the granting of a motion to amend.”¹⁰¹ Rulings on motions to amend after the expiration of the statutory period are within the discretion of the trial court.¹⁰² “The party opposing the amendment has the burden to establish that it would be prejudiced by the amendment.”¹⁰³

In *State v. Isaacs*, the North Carolina Court of Appeals affirmed a trial court’s order allowing a surety to amend a motion to set aside forfeiture. The surety filed the motion to amend outside the 150-day timeframe permitted by statute for set-aside motions. The surety timely filed a motion to set aside the bond forfeiture, but the evidence it attached did not support the basis for setting aside the forfeiture provided in the motion. At a hearing held 167 days after notice of forfeiture, the surety moved to amend its previous motion, so that the surety could attach the appropriate evidence. The court of appeals concluded that even after the expiration of the 150-day period, it was within the trial court’s discretion to allow the motion to amend unless the

96. *Id.*

97. *Id.*

98. *Id.*

99. *State v. Doss*, 274 N.C. App. 225 (2020) (citing *State v. Knight*, 255 N.C. App. 802 (2017), emphasizing that the trial court’s authority over bond forfeiture must be exercised in accordance with the relevant statutory provisions).

100. *State v. Isaacs*, 261 N.C. App. 696, 700 (2018) (citing *State ex rel. Moore Cnty. Bd. of Educ. v. Pelletier*, 168 N.C. App. 218, 222 (2005)).

101. *Isaacs*, 261 N.C. App. at 700 (citing *Martin v. Hare*, 78 N.C. App. 358, 360 (1985)).

102. *Id.* at 701 (citing *Lee v. Keck*, 68 N.C. App. 320, 326 (1984)).

103. *Id.* at 700–01 (citing *Carter v. Rockingham Cnty. Bd. of Educ.*, 158 N.C. App. 687, 690 (2003)).

opposing party showed that allowing the amendment would be materially prejudicial. A trial court also maintains this discretion where the surety attaches evidence but fails to note the reason for setting aside the forfeiture in its original motion.¹⁰⁴

5. Appeals

An order on a motion to set aside a forfeiture is a final order for the purpose of appeal.¹⁰⁵ The order may be appealed in the same manner as an order entered in a civil action.¹⁰⁶ Thus, appeal from the trial court's order is to the North Carolina Court of Appeals.¹⁰⁷ When notice of appeal is properly filed, the judge may stay the order on any conditions that the court considers appropriate.¹⁰⁸

VI. Final Judgment of Forfeiture

A bond forfeiture becomes a final judgment of forfeiture on the 150th day after the bond forfeiture notice was given if

- no order setting aside the forfeiture is entered on or before that date, and
- no motion to set aside the forfeiture is pending on that date.¹⁰⁹

The forfeiture may be enforced (or collected upon) once it becomes a final judgment.¹¹⁰ Once the bond forfeiture becomes a final judgment, a party may not obtain relief via a motion to set aside but may pursue other avenues of relief (discussed in [section VII](#), below).

A. Docketing

When a forfeiture has become a final judgment, the clerk must docket the judgment as a civil judgment against the defendant and against each surety named in the judgment.¹¹¹ The judgment is docketed in the name of the State as the judgment creditor, but the ultimate beneficiary of any proceeds received against that judgment is the county, for the use of county schools. If an insurance company is the surety, the judgment is docketed against the insurance company and not the bail agent who executed the bond on the company's behalf. Similarly, if a professional bondsman is the surety on a bond executed by one of their runners, the judgment is docketed against the professional bondsman, not against the runner. If an insurance company or a professional bondsman is named as surety in the judgment, the clerk must send a copy of the judgment, showing the date on which the judgment was docketed, to the Commissioner of Insurance.¹¹²

104. See *State v. Barbosa*, 273 N.C. App. 407 (2020) (unpublished).

105. [G.S. 15A-544.5\(h\)](#).

106. *Id.*

107. *Id.*

108. *Id.*

109. [Id. § 544.6](#).

110. *Id.*

111. [Id. § 544.7\(a\)](#).

112. [Id. § 544.7\(c\)\(2\)](#). This has historically been accomplished by sending a copy of the writ of execution ([AOC-CV-400](#)) to DOI.

The judgment becomes a lien on any real property owned by the defendant or by any of the sureties named in the judgment in the county where the judgment is entered.¹¹³ When the surety is in another county, a transcript of the judgment is filed with the clerk of superior court in that county.¹¹⁴ The transcript informs the clerk that judgment was entered against the judgment debtor(s) indicated. The electronic transmission of the transcript from the county in which the judgment is entered docketed the judgment in the county that receives the transcript.¹¹⁵ The judgment becomes a lien on any real property owned by the defendant or by any of the sureties named in the judgment in any county where the judgment is docketed.¹¹⁶

B. Execution

Issuing execution on a judgment is the initial means by which a court enforces the judgment.¹¹⁷ A writ of execution can result in a sheriff seizing property, selling it at an auction, and then turning the proceeds over to the clerk of superior court, who will distribute the proceeds as required by statute.¹¹⁸ After docketing a final judgment in the county in which the judgment was entered, the clerk must issue execution on the judgment against the defendant and against each accommodation bondsman and professional bondsman named in the judgment.¹¹⁹ The clerk must issue executions on all judgments entered in their respective courts on bail bond forfeitures within six weeks of the entry of the judgment.¹²⁰ Generally, the clerk is required to issue executions on all unsatisfied judgments entered in their county when requested by a party or person entitled to execution and when the necessary fees are paid.¹²¹ However, because bond forfeitures are for the benefit of the State, the clerk issues execution for final judgment on bond forfeitures in criminal cases without any request or any advance payment of fees.¹²²

The defendant and each surety (except an insurance company surety) named in the judgment is entitled to constitutional exemptions of \$1,000 in real property that they own and occupy, and \$500 in personal property.¹²³ This means that the exempted amount is protected from execution, and the defendant or surety can retain interest in the property up to the stated amount.¹²⁴ The constitutional exemptions must be claimed before the clerk remits the proceeds of the

113. [Id. § 544.7\(b\)](#); [G.S. 1-234](#) (providing that a judgment docketed on the judgment docket in County A may be docketed on the judgment docket in County B upon County B's receipt of a transcript of the original docket entry in County A).

114. Transcripts are generally transmitted using the [AOC-CV-403](#) form (Transcript And Certification Of Judgment).

115. [G.S. 1-234](#).

116. *Id.*

117. [Id. § 302](#). A writ of execution is issued using the [AOC-CV-400 form](#) (Writ Of Execution).

118. *See id. et seq.* For bond forfeitures, the proceeds go to the county for the use of the county schools. [G.S. 115C-452](#).

119. [G.S. 15A-544.7\(c\)\(1\)](#). This statute expressly omits insurance companies from the writ of execution. Enforcement via reporting to the Commissioner of Insurance under subdivision (c)(2) of the statute remains the sole means of enforcement of forfeiture judgments against insurance companies.

120. [G.S. 1-305\(a\)](#).

121. *Id.*

122. *Id.*

123. *See* [G.S. 1C-1602](#).

124. The [AOC-CV-411](#) form (Motion To Claim Exempt Property (Constitutional Exemptions)) is used to claim these exemptions.

execution sale to the county school fund. When the property is sold, the proceeds of the sale are distributed first to the debtor (the defendant or surety) to satisfy the exemption, and any excess is distributed as ordered by the clerk in accordance with [G.S. 115C-452](#).¹²⁵

C. Payment of the Clear Proceeds

When a judgment is fully or partially satisfied, the clerk must send the “clear proceeds” to the county finance officer for use in maintaining the public schools.¹²⁶ “Clear proceeds” means the total amount of the judgment actually paid, minus the costs of collection.¹²⁷ The costs of collection are limited to ten percent of the total amount collected.¹²⁸ The remainder of the amount collected is distributed to the county finance officer, who disburses the clear proceeds to the school administrative units within the county.¹²⁹ If a criminal trial is transferred from the county where the crime occurred to another county for trial, the proceeds of the bond forfeiture are remitted to the county where the crime occurred.¹³⁰

D. Forfeiture of Cash Bonds

Before judgment, forfeiture of a cash bond is handled the same as any other bail bond forfeiture (secured or unsecured). The difference is at the point of judgment. When final judgment is entered on a forfeiture of a cash bond, full payment of the judgment has already been made (the cash is already on hand), so the judgment is marked as paid and cancelled as soon as it is docketed. Because the judgment is already paid, none of the usual enforcement measures are taken (e.g., writ of execution or a transcript to enable issuance of a writ of execution to the sheriff in another county), which means that no additional costs associated with those enforcement mechanisms accrue. As soon as the judgment is entered, the cash on hand constitutes full payment for the purposes of [G.S. 1-239](#). The clerk then disburses the money to the county finance officer, reduced only by the costs of collection, which should not exceed 10 percent of the amount collected.¹³¹

E. Prohibitions on Signing Bonds

After a final judgment is docketed, no surety named in the judgment may become a surety on a bail bond in the county in which the judgment is docketed until the judgment is satisfied in full.¹³² Additional restrictions apply to a professional bail bondsman, bail agent, or runner whose name appears on a bond for which a final judgment of forfeiture has been entered. Such a person may not sign a bond in any licensed capacity statewide until the judgment is satisfied in full.¹³³

125. [G.S. 15A-544.7\(c\)\(1\)](#); [1C-1602](#).

126. See [G.S. 15A-544.7\(c\)\(1\)](#); N.C. CONST. art. IX, § 7.

127. See *Cauble v. City of Asheville*, 314 N.C. 598, 604–06 (1985). See also *Bd. of Educ. of Vance Cnty. v. Town of Henderson*, 126 N.C. 689 (1900) (“It was held that there were no ‘proceeds’ until there was a suit and a recovery, and, if it took all the penalty to enforce the collection, there were no ‘clear proceeds’ left to go into the school fund.”).

128. [G.S. 115C-437](#).

129. [G.S. 115C-452](#).

130. *In re Bond Forfeiture of Dunlap*, 66 N.C. App. 152, 155, *appeal dismissed, review denied*, 311 N.C. 305 (1984).

131. See [G.S. 115C-437](#), [-452](#).

132. [G.S. 15A-544.7\(d\)](#).

133. *Id.*

For example, consider Bail Agent Bob who works for Company X. Bob executes a bond for Company X in Wake County, and that bond is forfeited and reduced to final judgment. Company X is prohibited from serving as a surety on further bonds in Wake County (through any of its agents, not just Bob), until the judgment is satisfied. Additionally, because the licensee prohibition attaches to his individual license everywhere in the state, Bail Agent Bob cannot execute bonds for Company X in any county until the judgment in Wake County is satisfied. Finally, the licensee prohibition prohibits the execution of new bonds in “any licensed capacity” while a forfeiture judgment remains unsatisfied. Thus, if Bail Agent Bob is also licensed as a runner for a professional bondsman, he cannot execute bonds under that license for as long as the judgment entered on the bond he wrote in his capacity as a bail agent remains unsatisfied.

The filing of a petition for relief from a final judgment of forfeiture does not lift the prohibition against writing bonds in the county. Until a surety’s forfeiture judgment is satisfied, whether by payment in full, full relief from the judgment, or partial relief with payment of the unremitted balance, the surety remains prohibited from writing bonds. Officials who oversee the execution of bonds can determine whether a bondsman is authorized to write bonds for a case in a particular county by checking the list of authorized bondsmen/sureties on the N.C. Judicial Branch’s website.¹³⁴

VII. Relief from Final Judgment of Forfeiture

A. Generally

A party named in a final judgment of forfeiture may seek relief from that final judgment. The defendant, any surety, a professional bondsman, a runner acting on behalf of a professional bondsman, or a bail agent acting on behalf of an insurance company may file a written motion for relief (sometimes called a “petition for remission”).¹³⁵ The motion must (1) state reasons for the motion and set forth evidence in support of each reason; (2) be filed within three years after the date on which the judgment of forfeiture became final; and (3) be filed in the office of the clerk of superior court of the county in which the final judgment was entered.¹³⁶ The moving party must serve copies of the motion under [G.S. 1A-1, Rule 5](#), on the district attorney for that county and on the attorney for the county board of education.¹³⁷

134. N.C. JUD. BRANCH, [Find a Bail Bondsman](https://www.nccourts.gov/services/find-a-bail-bondsman), <https://www.nccourts.gov/services/find-a-bail-bondsman> (last visited Sept. 6, 2026).

135. [G.S. 15A-544.8\(c\)\(1\)](#).

136. [Id.](#) § 544.8(c).

137. [Id.](#) § 544.8(c)(2). For more on service under this rule, see Laizure, *supra* [note 61](#).

B. Grounds for Relief

The court may grant a defendant or a surety relief from a judgment only for the following reasons:

1. The person seeking relief was not given notice of bond forfeiture as required by [G.S. 15A-544.4](#). However, the court shall not grant relief from a final judgment of forfeiture if the request for relief is based solely on the court's failure to provide notice of forfeiture within thirty days as required in [G.S. 15A-544.4\(e\)](#).¹³⁸
2. The court, in its discretion, determines that other extraordinary circumstances exist that should entitle that person to relief.¹³⁹

C. Extraordinary Circumstances

"Extraordinary circumstances" in the context of bond forfeiture have been defined as "going beyond what is usual, regular, common, or customary . . . of, relating to, or having the nature of an occurrence or risk of a kind other than what ordinary experience or prudence would foresee."¹⁴⁰ Whether extraordinary circumstances exist "is a heavily fact-based inquiry" and "should be reviewed on a case-by-case basis."¹⁴¹

North Carolina appellate courts have articulated several factors to determine whether "extraordinary circumstances" exist to grant relief from a final judgment of forfeiture. Those factors include

1. the inconvenience and cost to the State and the courts;
2. the surety's status (private or professional);
3. the risk assumed by the sureties;
4. the diligence of sureties in staying abreast of the defendant's whereabouts prior to the date of appearance; and
5. in cases where the defendant has died, the surety's diligence in obtaining information about the defendant's death.¹⁴²

Extraordinary circumstances do not exist when a surety engages in extensive and expensive efforts to procure the defendant's appearance, if it was foreseeable that the surety would have to expend those efforts to produce the defendant in court.¹⁴³ In *State v. Vikre*, the defendant's incarceration in Mexico resulted in his failure to appear for his North Carolina court date. The sureties argued that they had demonstrated extraordinary cause to obtain relief from the

138. [Id. § 544.8\(b\)\(1\)](#). Before December 1, 2022, this provision provided a basis for post-judgment relief when the court failed to meet the thirty-day deadline to mail a forfeiture notice under [G.S. 15A-544.4\(e\)](#). Under the current version of the statute, the basis for relief is narrower, and any relief from a forfeiture for the court's failure to meet the thirty-day deadline will be available only via a pre-judgment set aside motion under [G.S. 15A-544.5](#).

139. [G.S. 15A-544.8\(b\)\(2\)](#).

140. *State v. Gonzalez-Fernandez*, 170 N.C. App. 45, 49 (2005) (quoting *State v. Vikre*, 86 N.C. App. 196 (1987)). A now-repealed bond forfeiture statute, G.S. 15A-544, included the term "extraordinary cause" in the context of relief from a final judgment of forfeiture. The *Gonzalez-Fernandez* court acknowledged, in a footnote, that although the procedures under the former statute differ from the current [G.S. 15A-544.8](#), the court still found the case law interpreting the former statutory terms instructive. The interpretation of the term "extraordinary cause" and the relevant analysis have been applied to the term "extraordinary circumstances" under the current statute.

141. *Gonzalez-Fernandez*, 170 N.C. App. at 54 (citing *State v. Coronel*, 145 N.C. App. 237 (2001)).

142. *State v. Escobar*, 187 N.C. App. 267, 272 (2007) (citing *Coronel*, 145 N.C. App. at 247–48).

143. *Vikre*, 86 N.C. App. at 199.

final judgment of forfeiture since they had sponsored trips to Texas and Mexico looking for the defendant, had incurred substantial expenses, and had offered to pay for the defendant's extradition from Mexico to the United States. The North Carolina Court of Appeals held that the efforts did not rise to the level of extraordinary cause, finding that the defendant's out-of-state residency and employment as a pilot made it "entirely foreseeable . . . that the sureties would be required to expend considerable efforts and money to locate [the defendant] in the event he failed to appear."¹⁴⁴ More pointedly, the fact that a surety has incurred expenses in connection with the forfeiture does not necessarily constitute extraordinary cause.¹⁴⁵ The court also found that extraordinary cause did not exist, despite the sureties' efforts, since the efforts did not ultimately lead to the defendant's appearance in court, which has long been recognized as "the primary goal of the bonds."¹⁴⁶ Even so, a surety's efforts that result in the capture and return of the defendant do not always constitute "extraordinary circumstances."¹⁴⁷

The court of appeals has also declined to find extraordinary circumstances where the surety (1) fails to explain why the defendant did not appear in court on the expected date and instead only offers an explanation for the defendant's whereabouts after the date, and (2) makes little effort to bring the defendant to court until after final judgment of forfeiture is entered.¹⁴⁸

D. Hearing and Appeals

A hearing on a motion for relief from a final judgment of forfeiture must be scheduled within a reasonable time in the trial division in which the defendant was bonded to appear.¹⁴⁹ At the hearing, the judge may grant the party any relief from the judgment that the judge considers appropriate, including a refund of all or part of the money paid to satisfy the judgment.¹⁵⁰

The court may consider no more than one motion for relief by any party, which is likely intended to mean that there can be only one motion per party.¹⁵¹ The finality of a final judgment of forfeiture for any party to the judgment will not be affected by any other party's filing a motion or being granted relief.¹⁵² In other words, the proceeding for a motion for relief is between only the party filing the motion and the State. Any other parties who were liable under the bond forfeiture judgment are not parties to the motion for relief and their rights are not affected by its adjudication.¹⁵³

An order on a motion for relief from a final judgment of forfeiture is a final order for purposes of appeal. The order may be appealed in the same manner as an order entered in a civil action. Thus, appeal from the trial court's order is to the North Carolina Court of Appeals. When notice of appeal is properly filed, the judge may stay the order on any conditions that the court considers appropriate.¹⁵⁴

144. *Id.*

145. *Id.*

146. *Id.*

147. *State v. Edwards*, 172 N.C. App. 821, 826 (2005).

148. *State v. Gonzalez-Fernandez*, 170 N.C. App. 45 (2005).

149. [G.S. 15A-544.8\(c\)\(3\)](#).

150. [Id. § 544.8\(c\)\(4\)](#).

151. [Id. § 544.8\(d\)](#).

152. [Id. § 544.8\(e\)](#).

153. *See State v. Cook*, 228 N.C. App. 360 (2013).

154. [G.S. 15A-544.8\(f\)](#).