

Debt Under Duress:

The Economic Impacts of Bail Bonds on San Francisco Bay Area Residents

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About the Center for Responsible Lending

The Center for Responsible Lending (CRL) is a non-partisan, nonprofit research and policy advocacy organization working to promote financial fairness and economic opportunity for all, end predatory lending, and close the racial wealth gap. CRL's expertise gives it trusted insight to evaluate the impact of financial products and policies on the wealth and economic stability of Asian, Black, Latino, rural, military, low-wage, low-wealth, and early-career workers and communities. CRL is an affiliate of Self-Help, one of the nation's largest nonprofit community development financial institutions. Our work leverages the strength of partnerships with national and local consumer and civil rights organizations.

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Executive Summary

Nearly 500,000 people are currently detained pretrial in jails around the United States, in part due to high bail amounts set by the judicial system that individuals cannot afford. This is a six-fold increase in the U.S. pretrial population since the 1970s, when the number was approximately 83,000 people detained.

With bail costs rising, it has been difficult for individuals and their loved ones to afford paying a court directly for the full bail amount. Instead, they have increasingly turned to for-profit bail bond companies to secure pretrial release, and the industry has proliferated around the country in response, often with little oversight or regulation. When utilizing these companies, families must pay a non-refundable down payment, or premium, that is typically 10% of the total bail amount.

Racial disparities manifest in who is held pretrial. Black and Latino individuals make up 62.6% of the country's pretrial population, compared to 31% white individuals. Given that Black and Latino people are overrepresented in the U.S. pretrial system and hold less wealth compared to their white counterparts due to structural inequality and discrimination, the ripple effects on their household finances after securing a bail bond can be devastating to families.

In this paper, we examine these ripple effects within California, and specifically the San Francisco Bay Area. This report builds on the legacy of previous research and advocacy to explore how the bail bond system's existence impacts finances and contributes to the racial wealth gap in low-income communities and communities of color. Focusing on the experiences of impacted individuals who have secured pretrial release and are living in Alameda, Contra Costa, and San Francisco Counties, this project sheds light on the impact paying for bail has on household finances as a burdensome consumer debt and echoes the calls to eradicate bail and harmful pretrial detention in the state and beyond.

Over the course of three months, CRL interviewed 15 individuals who were paying a bail bond for themselves or a loved one between the years of 2016 and 2021. Interviewees were referred by the Lawyers' Committee for Civil Rights of the San Francisco Bay Area. Research team members identified seven key themes that underscored common circumstances, narratives, impacts, and data points.

Key themes of this report include:

- 1. Bail Bond Contracts: More Than Just Paperwork:** The contract process interviewees underwent was more involved than simply signing paperwork to secure a bail bond. The level of duress people experienced often led them to sign quickly, despite a dense and complex contract.
- 2. Paying Premiums Amidst Financial Shock:** Although judicial system actors and bail companies differentiate between initial down payments and subsequent payments to pay toward a premium, the impacted persons interviewed did not have a clear understanding of the differences in the types of payments or the rationale for determining down payments or subsequent payments.
- 3. "Being left in there would not be okay. . . ."—Reasons for Bailing Out:** Interviewees expressed they experienced a forced choice when taking on bail bond debt because of the extreme pressures and obligations they or a loved one were under to secure pretrial release.
- 4. "I'm just another number in their book. . . ."—Harassment and Prioritizing Profit Over People:** One of the most pervasive and shared sentiments among nearly all the participants was the feeling that money and profit are more important than people in the for-profit bail industry.
- 5. Managing Heavy Financial Loads—Reflections on Household Debt-to-Income Ratios:** Participants in our sample exemplified full willingness to make payments on their bail debt, despite the high cost overall and even as they were managing other consumer debts. Still, it is evident from this research the compounding burden bail debt places on most participants, especially those who are Black and Latino and/or low-income and low-wealth.
- 6. Interplay and Compounding of Long-Term Impacts:** Interviewees described a variety of longer-term financial, emotional, and mental health impacts of bail. The compounding of these impacts adds to the level of duress participants experience when paying for bail bonds while trying to meet their day-to-day financial obligations.
- 7. Lost Time: A Brief Look at Daily Experiences of Impacted People Trying to Make Ends Meet:** Scarcity and precarity of time people experience became clear during the interviews themselves. Many people notably experienced high demands on their time and money as part of their daily lives while balancing debt.

The report findings demonstrate that for-profit bail bond companies in California offer an unfair choice between jail and what is effectively a non-refundable tax on the poor. Only system-involved individuals and their loved ones not wealthy enough to float full, refundable bail amounts experience this impossible choice. The interviewee stories, paired with existing research make it clear that the use of cash bail in the pretrial system results in wealth extraction from low-income communities and Black and Latino communities.

Introduction

The United States is one of only two countries in the world that utilize for-profit commercial money bail within the criminal legal system.¹ Through this practice, money is required in exchange for release from jail while one awaits trial. Nearly 500,000 people are currently detained pretrial in jails around the country, in part due to high bail amounts set by the judicial system that individuals cannot afford.² Comparatively, in the 1970s, the United States' pretrial population was closer to 83,000, and as of 2009, the median bail amount for felony defendants was \$10,000.^{3,4} Some researchers estimate median bail amount has risen to approximately \$11,048 with inflation, as of 2015.⁵ In tandem with the six-fold increase in the overall U.S. pretrial jail population in the past 50 years and the rise in bail amounts meted out by judges, the percentage of people required to pay money bail has increased from 37% to 61% from 1990 to 2009 (the last year for which data are available).^{6,7}

Increasingly unable to pay the full bail amount up front to courts to secure pretrial release, also known as “bailing out,” defendants and their loved ones have turned to bail bond companies which require that they pay a non-refundable portion of the full amount in exchange for pretrial release. As a result, bail bond companies have proliferated around the country, collecting roughly \$1.4 to \$2.4 billion each year in premium payments, including interest and fees.^{8,9} Paired with these findings, the bail bond industry has taken advantage of relatively minimal oversight and regulation in many states. Individuals therefore have few financial protections from bail bond companies, and these companies have little accountability.

Additionally, there are racial disparities regarding who is incarcerated pretrial, with an overrepresentation of Black and Latino persons. These two groups comprise 12.2% and 18.2% of the overall U.S. population respectively. White individuals are underrepresented relative to their 60% share of the overall U.S. population.¹⁰ This partly stems from racial disparities in surveillance, risk assessment tools, and arrest and booking rates across the country.



The pretrial jail population in the United States as of 2002 was 62.6% Black or Latino compared to 31% white, resulting in Black and Latino families disproportionately owing pretrial release fees, including bail.¹¹

As a result, the pretrial jail population in the United States as of 2002 was 62.6% Black or Latino compared to 31% white, resulting in Black and Latino families disproportionately owing pretrial release fees, including bail.¹¹ A more recent analysis from the Human Rights Watch noted that the incarceration rate for white individuals was 450 per 100,000 persons; 831 per 100,000 Latino persons; and 2,306 per 100,000 Black persons.¹² Coupled with the persistent finding that the median white household has almost eight times the median wealth of Black households and there is a 5:1 median wealth gap between white and Latino households, pretrial incarceration disproportionately impacts these communities.^{13,14} In a society where hundreds of thousands of justice-involved individuals cannot pay their bail and thus must remain detained—regardless of innocence or guilt—it is evident that pretrial freedom is wealth-based and has tremendous potential to limit wealth building in low-income and Black and Latino households.^{15,16}

To better understand the financial impacts of bail bonds, CRL partnered with the Lawyers' Committee for Civil Rights of the San Francisco Bay Area to conduct interviews with 15 persons who live in the San Francisco Bay Area and had obtained a surety bond for themselves or served as a cosigner for a justice-involved individual.¹⁷ Specifically, this project seeks to identify:

1. **By what means justice-involved individuals and cosigners pay for bail in the San Francisco Bay Area;**
2. **What the financial and economic impacts of bail and bail bonds are for impacted individuals and their families; and**
3. **How surety/bail bonds affect other parts of financial life, including current or future financial goals, both at the individual and/or family and community level, and if these financial effects compound.**

Through this research, we provide a snapshot of experiences to illustrate how justice-involved individuals in the Bay Area are left to navigate expenses associated with cash bail and the ripple effects of this specific type of debt on themselves, their families, and their communities. **The findings included in this report highlight the need for deep pretrial system overhaul, especially given the disproportionate harm done to low-income, low-wealth, and Black and Latino communities.**

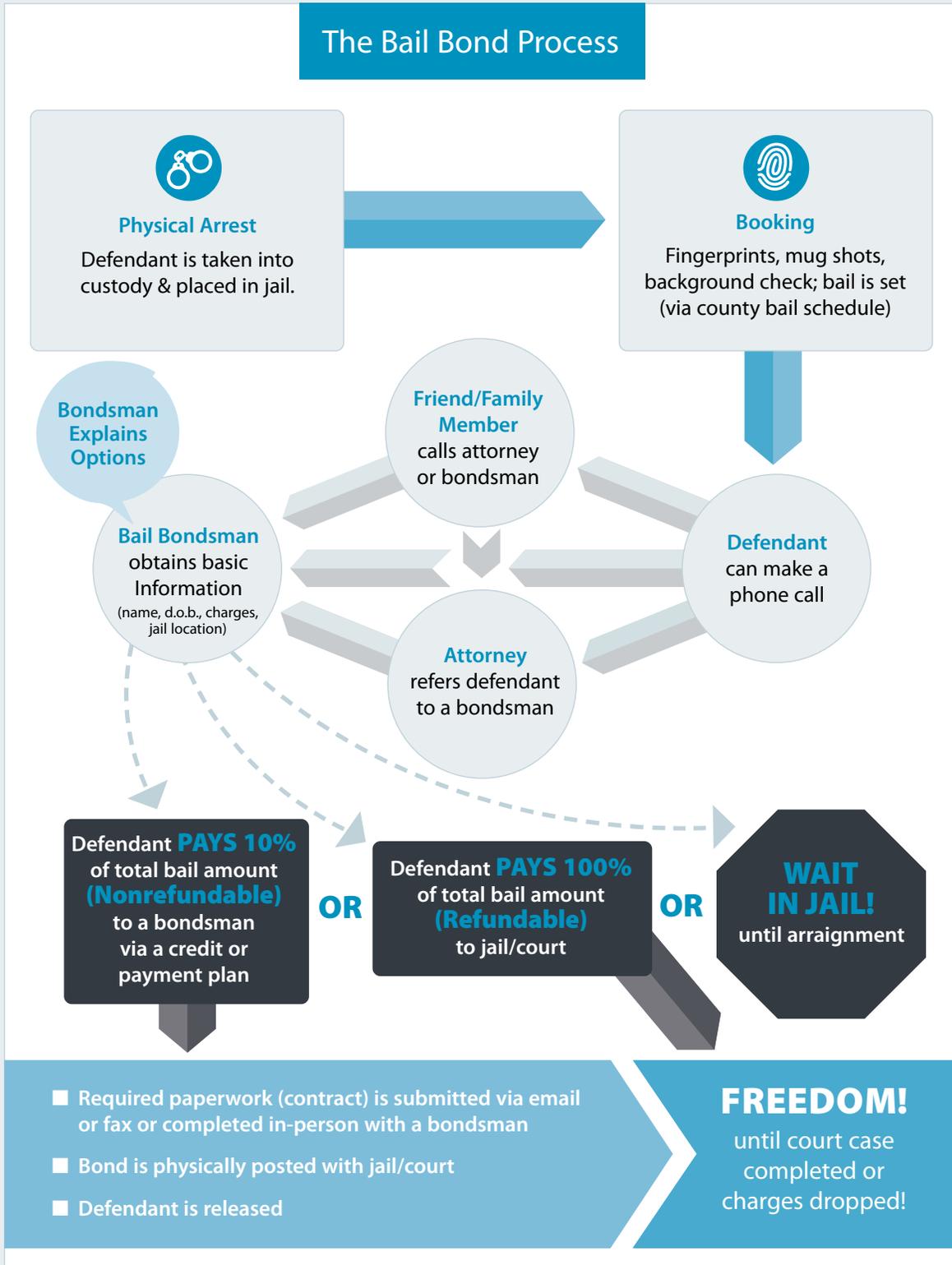
Understanding Bail Bonds

To put in perspective how the bail bond industry operates, it is important to first understand the legal process justice-involved individuals navigate once arrested and taken into custody. The U.S. Constitution's Fifth Amendment protections state that no one should: ". . . [b]e deprived of life, liberty or property, without due process of law. . . ."¹⁸ In accordance with these protections, the accused individual appears before a judge for a determination of formal criminal charges and pretrial conditions. The possible conditions include release on one's own recognizance; conditional release (in which non-bail monetary fees may be charged); or pretrial detention. The third option is employed if the defendant is deemed a flight risk or a risk to a community's safety and/or the designated charges are deemed severe enough to warrant detention.

Alternatively, if the judge grants bail (the amount of which is **informed by a predetermined list of dollar amounts by charge type that is known as a bail schedule**) individuals have the option to:

- **Present cash bail and get released:** In this process, the courts are paid directly for the *full bail amount* via cashier's check or cash, which will be returned to the accused and/or payee(s) upon appearance at all subsequent court hearings.
- **Secure a bail bond/surety bond and get released:** Utilize a bail bond company and make a *non-refundable* down payment for a portion of the full bail amount. This amount is typically 10% of the total and is known as a premium. The bondsman then posts bond with the court, securing pretrial release and guaranteeing the defendant's appearance at all subsequent court hearings.
- **Pay nothing and remain detained.**

Figure 1: Example of Bail Bond Process



Source: Adapted from www.888Bailbond.com.

Under the current system, many individuals in the United States accused of misdemeanors and felonies—particularly those who are low-income and low-wealth—cannot afford to post bail outright to the court. They must seek a bail bond to avoid pretrial detention. The commercial bail bond company requires an individual and/or their loved one(s) to enter into a contract; the company then files a surety bond with the court, guaranteeing as a form of collateral that an arrestee will appear for future court dates. Once this bond is paid, an arrestee is released from detention. As part of the contract, the premium commonly required for the service of guaranteeing the bond typically totals 10% of the full bail amount. **This initial down payment is never refunded, even if charges are dropped or the person is acquitted.** High premiums can create a long-term financial burden on individuals *who have not yet been convicted of a crime*. Often this burden also drains the loved ones supporting arrested individuals. Furthermore, the only option that requires no payment results in pretrial detention—which, even for one day, can impact housing, familial stability, employment, and caregiver rights.

Financial Impact Research on Bail Bonds in the U.S.

A growing body of research over the past several decades has examined various aspects of the pretrial system. To provide a foundation for this project, we reviewed research specifically focused on the financial impacts of bail bonds on wealth building and the ability to pay for other debts as they intersect with pretrial incarceration. While there is relatively little research that specifically addresses the impacts of bail bonds on household financial health, three recent studies are useful in understanding these connections.

In 2016, the Prison Policy Initiative (PPI) authored a report entitled *Detaining the Poor: How Money Bail Perpetuates an Endless Cycle of Poverty and Jail Time*. In this report, the Prison Policy Initiative found income disparities among those who are held pretrial: “We find that most people who are unable to meet bail fall within the poorest third of society. Using Bureau of Justice Statistics data, we find that, in 2015 dollars, people in jail had a median annual income of \$15,109 prior to their incarceration, which is less than half (48%) of the median for non-incarcerated people of similar ages. People in jail are even poorer than people in prison and are drastically poorer than their non-incarcerated counterparts.”¹⁹



“We find that most people who are unable to meet bail fall within the poorest third of society. . . .”¹⁹

–Prison Policy Initiative, 2016

Examining the financial health challenges individuals and their families face at various points in the criminal legal system, the Financial Health Network (FHN) conducted a quantitative survey in 2021 of 573 justice-involved individuals and their communities from around the country.²⁰ The report found that, during the pretrial phase, 55% of respondents indicated they or a loved one were required to post bail for release, and 68% of those who posted bail used a bail bond company. “The higher the bail amount, the more likely it was that a bail bondsperson was used. Respondents also indicated paying for bail in cash (26%), borrowing from friends and family (5%), using a bank loan (1%), or using a credit card (1%).”²¹

Later that same year, the FHN released a qualitative report focused on a subset of the individuals (n=36) from their previous report to more deeply examine how the criminal legal system impacts the financial health of system-involved individuals and their families.²² The authors crafted case studies from their interviews with participants to illustrate a variety of experiences with personal and/or household finances, including use of alternative financial services and employment challenges from pretrial through re-entry.

At the state level, research has demonstrated that court debt accumulation can have ripple effects on one's economic stability and health. Alabama Appleseed's 2018 report *Under Pressure* surveyed nearly 1,000 Alabamians from 41 counties to understand their experiences with court debt. Of those owing money themselves for criminal legal fines and fees, including bail bond fees owed directly to courts, 44% of survey respondents relied on payday or title loans to cover court debt. Over a third of the non-justice involved respondents, overwhelmingly middle-aged Black women, had to take out one of these high-cost financial products to cover someone else's court debt.²³ Illustrative of how financially burdensome court debt can be on families already facing financial strain, more than 80% of respondents were unable to fully cover necessities like rent, food, medical care, car payments, and child support in order to pay down court debt.²⁴

In California, publicly available demographic and income-level information about the state's pretrial populations is limited, but Vera Institute of Justice's state-based research highlights that: ". . . Black people are more likely to be stopped by the police, detained pretrial, charged with more serious crimes, and sentenced more harshly than white people. . . ." ²⁵ These same individuals are also less likely to own their homes as a source of wealth, compared to their white peers (63% of white households compared to 34% of Black households) and have experienced a consistent decline in homeownership rates from 2000–2019.²⁶ Building on former research, this report looks at some of these issues within the state of California, specifically the San Francisco Bay Area, to provide a snapshot of the impacts of bail bonds in one of the most expensive areas to live in the U.S.

Legislation and Litigation in California

2021: Senate Bill 262

California advocates and policymakers have taken diverse approaches in recent years to hold the bail industry accountable and shrink its harmful footprint, with varying levels of success. In 2021, California Senators Robert Hertzberg and Nancy Skinner co-authored Senate Bill 262.²⁷ The bill, as originally introduced, would have standardized bail at \$0 statewide for misdemeanors and certain low-level felonies. Additionally, the bill would have required that money paid for a bail premium be refunded (except for 5% of the amount paid by the arrestee or on behalf of the arrestee, which a bail bond company could retain) when an individual's criminal charges had been dropped or a case had been dismissed, as well as if the person had not missed any required court appearances. As the 2021 legislative session drew toward a close, SB 262 did not garner enough support in the second house, in part due to powerful opposition from the bail industry lobby, so bill authors pulled it from consideration before a vote was held.²⁸

2021: *In re Kenneth Humphrey on Habeas Corpus*

In 2021, the Supreme Court of California unanimously upheld a state District Court of Appeal 2018 decision *In re Kenneth Humphrey on Habeas Corpus* (*Humphrey*) that detaining a defendant pretrial solely because of their inability to pay bail was unconstitutional under the 14th Amendment's due process and equal protection clauses. In this case, the court found that the state wrongfully detained Petitioner Kenneth Humphrey by setting a bail amount without considering his ability to pay or considering non-monetary alternatives to pretrial release.²⁹ Following Mr. Humphrey's arrest in 2017, his bail was set at \$350,000, which was lowered from an original \$600,000 bail amount. This landmark case signaled an important legal development: to ensure that a defendant's indigency is not the primary driver for their pretrial incarceration. This ruling also calls on judges to consider non-monetary release conditions pretrial, such as electronic

monitoring, when there is no safety risk to the public and/or victim(s). It did not however, clarify how exactly California courts should calculate an individual's ability to pay when setting bail.³⁰ Nor did it address the needs of people who have already taken out a bail bond for themselves or a loved one and are dealing with the impact on their household finances.

Advocates conducted preliminary research on local bail determinations one year after the *Humphrey* ruling. They observed, using a sample size of three counties and nearly 250 cases, that courts rarely considered a defendant's individualized ability to pay before setting cash bail amounts for bail-eligible cases, undermining one of the key tenets of the decision.³¹



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2021: BBBB Bonding Corporation v. Caldwell

Another precedent-setting ruling at the end of 2021 addressed the abuses of the state's bail bond industry head on. In *BBBB Bonding Corporation v. Caldwell*, the California Court of Appeals handed down a decision affirming a broad preliminary injunction against a bail bond company called Bad Boys Bail Bonds (BBBB). The court prohibited the company from collecting on \$38 million in debt from cosigners who borrowed money to gain pretrial release for their loved ones. The order, which stemmed from a historic class action lawsuit filed in 2019 by the Lawyers' Committee for Civil Rights of the San Francisco Bay Area and Kecker, Van Nest and Peters LLP on behalf of cosigners, said bail companies must follow consumer protection laws.³² Specifically, the court held that "[A] bail bond premium financing agreement . . . is a consumer credit contract subject to the notice provision of section 1799.91 [which pertains to consumer credit contracts] and related statutory protections."

The court also affirmed the trial court's finding that Bad Boys Bail Bonds never gave consumers the required statutory warning of the risks and responsibilities of cosigning a bail bond financing agreement, and thus deprived them of the protections provided under consumer credit laws. Like other predatory lenders, many bail bond companies mislead cosigners about how much debt they are responsible for when signing contracts. Subsequently, consumers who cannot meet the financial demands are often pressured through harassing phone calls to them, their family members, and sometimes even their employers. Two similar class action complaints were filed in late March 2022 against All-Pro Bail Bonds Inc. and Aladdin Bail Bonds, respectively.³³ These cases open the door for state financial regulators in California and across the country to use their oversight and enforcement authority of consumer protection laws to address some of bail bond companies' most abusive practices.



Storefront of Bail Hotline Bail Bonds in Oakland, California (Alameda County). Photo courtesy of CRL.

Despite recent legislative attempts and legal precedent aimed to safeguard Californians from some of the harms of the bail industry, it is clear more statewide action is necessary to fully eliminate the range of exploitative practices to which Californians who use bail bond companies are vulnerable. This research aims to build the case for comprehensive action in California.

Research Methodology

Intake Process

Interviewees were referred by the Lawyers' Committee for Civil Rights of the San Francisco Bay Area (LCCRSF), after having paid bail on behalf of themselves or someone else in the period between 2016 and 2021. LCCRSF's pro bono work representing bail borrowers enabled them to make direct referrals to CRL and helped ensure that trust and credibility were maintained throughout our interviews and project. For their support, LCCRSF received a \$5,000 honorarium from CRL. Prior to completing the intake form, each potential interviewee was provided with a background document explaining the purpose of the research, how the information would be used, and how to contact the research team. The intake form (see Appendix A for excerpts) asked potential interviewees demographic and case-based information to determine inclusion in the sample.

Interviews

Between November 2021 and January 2022, CRL conducted 14 interviews with 15 bail borrowers who reside in Alameda, Contra Costa, or San Francisco Counties. Each interview lasted approximately one hour and followed a semi-structured interview guide (see Appendix B for excerpts). All interviews were conducted via Zoom, and each participant volunteered consent for the recording of their session, whether the interviewee was on camera or using Zoom audio via phone or computer. For each interview, one member of the CRL research team was in a lead interviewer role, and another served as a notetaker off camera. When available, a third member of the research team served as timekeeper. Thirteen interviews were conducted in English, and one was in Spanish. For the Spanish-language interview, CRL employed a native Spanish speaker to serve as lead interviewer, while research team members comfortable with understanding Spanish served in background interviewer roles. One interview included two interviewees who had each served as bail bond borrowers for the same case. For their time and participation in the research project, each interviewee received a \$100 honorarium in the form of a gift card, which was mailed to their home address.

Qualitative Coding

Research team members developed a thematic codebook (see Appendix C for excerpts) and conducted a round of comparison coding to establish intercoder reliability. Audio recordings of each interview were processed and transcribed using Otter.ai software. Transcript files were reviewed and then processed with NVivo, a qualitative data analysis software. Three CRL research team members worked in NVivo individually, creating and assigning thematic codes to excerpts of each interview. They then reviewed the thematic codes of the other two team members and edited final coding schemas to reach consensus, effectively triple-coding each interview. This method allowed for ample consolidation of identified themes into common circumstances, narratives, impacts, and data points that applied to the complete set of interviews.

Additionally, borrower profiles were written from interview transcripts and observer notes. A pseudonym was attributed to each borrower to maintain anonymity.

Seven key themes are described in detail in a later section of this report. Some quantitative data were captured, such as the prevalence and intensity of thematic codes across interviews. Because of the small number of interviews, aggregations of the quantitative data are secondary to the nuances of each individual's story.

Study Areas: Alameda, Contra Costa, and San Francisco Counties

From our joint intake process with LCCRSF, 15 individuals were identified for inclusion in the project. All lived in three Bay Area counties: Alameda, Contra Costa, and San Francisco. To understand the overall population residing in each of these counties, we consulted the most recent U.S. census and American Community Survey (ACS) demographic data.

Table 1: Study Area Demographics—2020 U.S. Census and ACS 5-Year Estimates

	Alameda			Contra Costa			San Francisco		
	% Population (Census 2020)	% Below Poverty Line	Median Household Income	% Population (Census 2020)	% Below Poverty Line	Median Household Income	% Population (Census 2020)	% Below Poverty Line	Median Household Income
Asian Alone	32.3%	7.55%	\$130,236	18.3%	5.94%	\$121,358	36%	9.88%	\$101,563
Black Alone	22.3%	18.27%	\$56,664	26%	13.53%	\$73,306	15.2%	26.12%	\$38,862
Hispanic or Latino	11%	11.10%	\$82,968	9.5%	12.05%	\$80,278	5.6%	13.40%	\$82,442
White Alone (Non-Hispanic)	30.6%	6.77%	\$120,484	42.7%	5.34%	\$115,457	40.2%	7.07%	\$151,154

Source: American Community Survey 2016–2020 5-year estimates.

Within our sample of 15 individuals derived from our intake process, six resided in Alameda County, two in Contra Costa County, and seven in San Francisco County. We also captured demographic information specific to our sample. Aligned with previous research findings of the disproportionate impacts of bail on certain populations, we had a greater proportion of women, as well as persons who were of Black and Latino descent.

Table 2: Study Area Demographics—Sample Population

Gender	N
Cisgender Male	3
Transgender Male	1
Cisgender Female	11
Transgender Female	0
Race/Ethnicity	N
Asian Alone (Non-Hispanic)	2
White Alone (Non-Hispanic)	1
Black (Non-Hispanic)	7
Hispanic or Latino	5
Age	N
18–24 Years	2
25–32 Years	1
33–40 Years	3
41–50 Years	6
51–60 Years	2
61–70 Years	1
Education	N
Did Not Complete K-12	1
Obtained High School Diploma	6
Completed GED	2
Obtained Associate Degree	4
Obtained Bachelor's Degree	2
Employment	N
Unemployed	9
Employed Part-Time	1
Employed Full-Time	4
Retired	1
Household	N
Living in Rental Apartment with Partner, Child(ren), and/or Parents and Extended Family	11
Living in a Home I Own Partner, Child(ren), and/or Parents and Extended Family	2
Other—Living with Partner, Child(ren), and/or Parents and Extended Family and Not Paying Rent	2

As a state, California’s median bail amount of \$50,000 is five times the median amount in the rest of the country.³⁴ The California Department of Insurance, the state’s primary regulator for the bail industry, held a limited examination in 2014 that offered some insight into the scale of bail transactions. This assessment of the state’s bail market analyzed data from calendar years 2011–2013 and identified 17 sureties conducting bail business. Within that three-year timeframe, an average of 205,000 bail bonds were executed per year. Additionally, bail agencies working for 13 of the 17 sureties collected over \$924.6 million in total gross bail bond premium fees from arrestees and their loved ones, which is an average of over \$308.2 million collected per year.^{35,36} The millions of dollars annually that are siphoned away from impacted communities result in high debt loads that impact financial security in the short and long term.

Understanding the size of bail amounts within our study geography further elucidates the magnitude of the fees with which arrestees and their support networks must contend. Bail amounts associated with different criminal charges, known as bail schedules, differ by county in California. The table below demonstrates how individuals facing the same felony criminal charge can have bail set at different amounts by a judge, depending on the Bay Area county in which they are charged.³⁷

Table 3: Study Area Comparison on Bail Amounts for Common Felony Charges

Bail Amounts for Common Felony Charges ³⁸ per Schedules: Three-County Comparison			
	Alameda (2022) ³⁹	Contra Costa (2020) ⁴⁰	San Francisco (2020) ⁴¹
Robbery (first degree) ⁴²	\$100,000	\$100,000	\$100,000 ⁴³
Corporal injury on current or former spouse/partner ⁴⁴	\$20,000–\$50,000	\$35,000 ⁴⁵	\$50,000
Vehicle theft ⁴⁶	\$25,000	\$20,000 ⁴⁷	\$25,000

Table compiled by Center for Responsible Lending, May 2022.

The extent to which arrestees and their loved ones in the San Francisco Bay Area may need to turn to bail bond companies to secure pretrial release is informed in part by pre-existing income and wealth disparities among communities that are also overrepresented in the criminal legal system and the above-mentioned data points. As a Human Rights Watch report notes, California’s criminal legal system reflects much of the rest of the country in that it is “. . . plagued by profound racial disparities in pretrial detention rates due to racial disparities in arrest and booking rates.”⁴⁸

Thematic Findings

As part of our analysis and in order to collate the findings across interviews, we compiled seven themes illustrating the economic impacts of bail as experienced by the 15 interviewed individuals:

1. **Bail Bond Contracts: More Than Just Paperwork**
2. **Paying Premiums Amidst Financial Shock**
3. **"Being left in there would not be okay. . . ."—Reasons for Bailing Out**
4. **"I'm just another number in their book. . . ."—Harassment and Prioritizing Profit Over People**
5. **Managing Heavy Financial Loads: Reflections on Household Debt-to-Income Ratios**
6. **Interplay and Compounding of Long-Term Impacts**
7. **Lost Time: A Brief Look at Daily Experiences of Impacted People Trying to Make Ends Meet**

The themes presented in greater detail below are supported by interview quotes and borrower stories. All names have been changed to maintain the anonymity of the participants. While these themes do provide insight into justice-impacted individuals, their loved ones, and the bail industry, there are limitations to this research given the limited sample size, self-reporting of data, and limited geographical scope. Despite this, these stories and themes emphasize the great duress that justice-involved individuals and their loved ones experience. Respondents describe the opaque nature of bail contracts, the urgent and expensive bail payment structures, the perils of even brief incarceration, and the callous and threatening treatment they receive from bail companies. These pressures intensify the difficulties respondents already experience while living and providing for themselves and their families in a high-cost region, and their stories speak to many types of impacts on finances, health, employment, housing, and education. Taken together, these interviews highlight a clear need for change in the pretrial system.

THEME 1: Bail Bond Contracts: More than Just Paperwork

Although the bail bond contract process largely focuses on signing paperwork, a deeper look into sentiments the participants shared shows that the contract touches specifically on the initial interactions with the bail company, effectively setting the tone for the duration of the relationship.

Many of the interviewees spoke about their experiences with reviewing bail bond contracts. A Black woman in her 40s named “Tatianna” bailed her child out using Aladdin Bail Bonds and noted the following:

*“I use[d] Aladdin bail bond. And I . . . it wasn't referred, I guess it was just immediately who was around to bail him out. And Aladdin was the first ones that was on the lowest [lower cost]. . . . Yeah, so um, and that was it, we just went straight with them. . . . Um, but it was just like, yeah, you have to pay 10%. **They didn't explain to me back if [I] pay the remaining of the portion that I'm still required to pay all of it, even if the judge did exonerate it or anything. And I was not explained that until afterwards, you know, it was just pretty much you know, sign here, sign here, sign here, sign here, bring this money in here. . . . [I]t was just 'bring this money, and we're gonna bail him out. And this is how much you have to pay.' But details. . . that wasn't broken down to me, like it was pretty much sign here and go home and read it later.”***



Aladdin Bail Bonds location in Oakland, California (Alameda County). Photo courtesy of CRL.

The level of duress people experienced often led them to sign quickly despite a dense—and at-times lengthy—contract. Additionally, some respondents noted language barriers; the contract was not in their native language, and no interpretation was provided upon signing. Reasons for selection of the company varied across participants and included if the participant worked with the company previously; convenience and ease of accessing the bail company; listings in jail or commercial advertisements; and/or who was willing to give the participant or cosigner “the best deal.” Most participants noted four main bail bond companies they considered: Aladdin Bail Bonds, All-Pro Bail Bonds, Bail Hotline Bail Bonds, and Bad Boys Bail Bonds.

"Freedom," a Black woman in her 30s securing her own bail described her process for choosing a company while in her holding cell:

*"So, I called. . . . [T]hey [the jail] have this list of bail bondsmen [on] the wall. And so that was really the only numbers I could call. **I couldn't call my family because they didn't turn on the phone. So, the bail bonds was the only people that I could call.**"*

"Maria," a Latina woman now in her early 20s, noted she did not have much experience with bail bonds prior to being a cosigner at age 18, and relied on trusted word of mouth:

*"To be honest with you? I never knew about bail bonds. I, yeah, like I was just a kid. I didn't even know stuff like that even existed or that you could do stuff like that. So, it was more, it was more because of my auntie. . . . and my uncle. So. . . yeah, **I didn't really look up or I didn't really search up a place or anything like that. It was more, it was more of them telling me like, 'oh, go to Bad Boys. Oh, go to Aladdin.' That's what they told me.**"*

Following the selection of a bail bond company, the next point of introduction to the bail bond process was through the contract execution. To receive a bail bond, defendants and any respective cosigners must agree to the terms of the bail contract prior to receiving the funds. Contracts vary between bail bond companies, and each uses a different surety company licensed by the California Department of Insurance.

The Criminal Justice Reform Clinic at UCLA School of Law published a report in May 2017 titled *The Devil in the Details: Bail Bond Contracts in California*. The information in the report was derived from a comprehensive online search of bail contract documents from California-based bail companies across all 58 counties. The researchers sought to determine whether the contract documents they identified violated California statutes or regulations, what fees were imposed through the bail contracts, and what conditions were exacted from arrestees and cosigners. This report found that arrestees were often coerced into signing away fundamental rights. As highlighted in Bail Contract 1, some arrestees surrendered their privacy rights by signing bail contracts that allowed the surety to use location technologies to locate the arrestee's wireless device and vehicles, authorized the surety to obtain all private or public information related to the arrestee, and granted the surety the right to enter their residence without notice.⁴⁹

The bail contracts the UCLA researchers examined in this report also exposed unscrupulous practices regarding the costs associated with the bail bond, waivers to reporting requirements, maximum interest rates, and high fees in the case of collection or investigation. **The only discounts the researchers found were more likely to be accessible to wealthy defendants, such as a discount for employing a private attorney or actively participating in a union.** The report revealed many potential consequences to cosigners as well, including having to assume all costs the defendant does not cover and being forced to surrender back to custody their loved one, the defendant, if there was a breach of contract.

CASE STUDY: Dissecting a Bail Contract

Bail Contract 1: Bail Hotline Bail Bonds

DocuSign Envelope ID: 2B679FA-3A1D-44F6-B108-491564E78E1

TERMS AND CONDITIONS

In consideration of Surety, through its producers, representatives or designees, issuing or causing to be issued the Bond, you agree to the following terms and conditions:

- The premium is fully earned upon your release from custody. The premium is not refundable except as stated below.
- Surety, as bail, shall have control and jurisdiction over you during the term for which the Bond is in effect and shall have the right to apprehend, arrest and surrender you to the proper officials at any time as provided by law.** In the event your surrender is made prior to your failure to appear in court, and for reason other than as stated in paragraph 3, then you may be entitled to a refund of the bond premium if required by applicable law (if any) as stated in an attached addendum.
- Unless otherwise provided by applicable law (if any) as stated in an attached addendum, the following events shall constitute a breach of your obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender you, and you shall have no right to any refund of premium whatsoever: (a) you depart the jurisdiction of the court without the prior written consent of the court and the Surety; (b) you move from your current address without prior written consent of the Surety or you fail to notify Surety of any material information; (c) you commit any act that constitutes reasonable evidence of your intention to cause a forfeiture of the Bond; (d) you are arrested and incarcerated for any other offense (other than a minor traffic violation); (e) you make any materially false statement in this application; (f) any indemnitor for you makes any materially false statement in the Indemnitor Application and Agreement; (g) your bail is increased; (h) any indemnitor requests that you be surrendered; (i) there is a material increase in the risk assumed by the Surety (as determined by the Surety in its sole and absolute discretion) including, by way of example but not limitation, any collateral or security given for the Bond depreciates in value or becomes impaired; or (j) Other Conditions:
- You shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety's issuance or procurement of the Bond (including, but not limited to, the following: (a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred; (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery), plus any out of pocket expenses; (c) any and all extradition costs that may be incurred to apprehend and return you; and (d) if a collection action is required, reasonable and actual attorneys' fees plus any other costs, expenses and/or assessments that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any) as stated in an attached addendum. The voucher, check or other evidence of any payment made by Surety or its producer, by reason of such suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment. Further, you will, upon demand, place with Surety the requisite funds to meet any such claim, demand, liability, attorneys' fees, expense or judgment, whether that demand is made before or after Surety has paid or advanced such funds.
- To the maximum extent permitted by applicable law, you hereby waive any and all rights you may have under federal law (including, but not limited to, Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act) and any local or state law relating to Surety's obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state, federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization. **You irrevocably grant to Surety and its designees the right to enter your residence, or any other property that you own or occupy, without notice, at any time** for the purpose of locating, arresting, and returning you to custody, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.
- You agree that Surety may attach a location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Surety may use location technologies to locate your wireless device at any time during the period of your bail and any applicable remission period, and the Bond is conditioned upon your full compliance with the following terms and conditions: (a) Surety, at its discretion, will use network-based location technologies to find you; (b) this is the only notice you will receive for the collection of your location information; (c) Surety will retain location data only while the Bond is in force and during any applicable remission period; (d) Surety will disclose location information only to the courts as required by court order; (e) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; **DO YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE OR TRACKING DURING THE BAIL PERIOD** and (g) all questions relating to location capability should be directed to Surety.
- If you leave the State, subject to applicable law, you waive any right to extradition proceedings and consent to the application of such force as may be necessary to return you to Surety and the court where the Bond was posted.
- You hereby acknowledge and agree that neither the Surety nor any of its agents, producers, designees or representatives has recommended or suggested any specific attorney or firm of attorneys to represent you in any capacity.
- In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way affect the validity or enforceability of any other provision (or portion thereof). Surety may assign any of its rights herein or arising out of any of the transactions contemplated hereby to any party including, without limitation, any of the Surety's agents, producers, designees or representatives ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by Surety, Assignee shall have the right to enforce in any action or proceeding any of Surety's rights herein or arising out of any of the transactions

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"Surety, as bail, shall have control and jurisdiction over you during the term for which the Bond is in effect and shall have the right to apprehend, arrest and surrender you to the proper officials at any time as provided by law"

"You irrevocably grant to Surety and its designees the right to enter your residence, or any other property that you own or occupy without notice at any time"

Arrestees must consent to being tracked at any time, without notice, via their vehicle, wireless device, and other technology.

Some bail payment plans, such as this one, require multiple down payments, often due within a week of the initial down payment.

On this contract, Bail Hotline Bail Bonds says they will assess a \$25.00 late fee which is approximately 17% of the monthly payment.

Total Premium Amount	\$ 5,515.00	1 st additional down payment:	2 nd additional down payment:
Initial Down Payment	\$ 500.00	\$500.00	\$ 0.00
BALANCE DUE	\$ 5,015.00	Due Date: 11/23/2018	Due Date: _____

The Undersigned promises to pay the balance due of **\$4,515.00**
in **Monthly** installments of **\$150.00** each,
With the first installments due as follows: **TO MAKE MONTHLY PAYMENTS OF \$150.00 STARTING ON 12/15/2018 UNTIL PAID IN FULL.**

I have deposited as security against this premium balance: **REBATE OPTION* BOND WILL BE DONE FOR \$3015 TOTAL IF PAID IN FULL BY 11/28/2018**

I (we), have obtained a bail bond for the release of the above defendant and promise to pay the balance due as prescribed above. I (we), understand that if my monthly payments are not received at the address stated below within five days of the scheduled due date, I (we) will be charged a **\$25.00 late fee** based on the scheduled payment amount. Should my account become 30 days past due, a demand for full payment and any additional costs, may be made at that time. I authorize a verification of my employment if needed in regards to my outstanding balance. Any legal/collection/surrender costs incurred associated to my account will be my responsibility. Any secondary collateral may be sold to satisfy my outstanding balance. Any deficiency, after the sale, will be my responsibility.

Failure to make payments may result in bond surrender.

All payments should be mailed to:
**BAIL HOTLINE BAIL BONDS
FINANCIAL SERVICES DEPT.
P.O. BOX 872
RIVERSIDE, CALIFORNIA 92501
Call Toll Free 1-888-570-4142**

Another participant shared her experiences in reviewing the contract and how it affected her family members who also posted bond for another family member:

*“... [O]kay, so when, when I went to the Bad Boys Bail Bond, like I said, I barely, **I barely even knew half the freaking explanations that were on the contract, right?** But ... one time my brother-in-law had went to take out one [for one] of his family members, I can't remember, his cousin or something. ... [T]his was I think it was like, a year after my incident. . . and I was observing them. And ... I had walked in there with them thinking like, 'Oh, I know all of this, because I've been through this,' right? **But my brother-in-law sat in that office. And literally, I remember the stack. It was literally a stack of contracts. It was a stack of papers, like literally, he sat there for two hours—I am not lying, for two hours, and read the contract. . .**”*

In January 2022, the Consumer Financial Protection Bureau (CFPB) released an inaugural report on the financial challenges facing those involved in the criminal legal system. In detailing the impact commercial bail bonds have on those who cannot afford to pay bail to a court, the report emphasizes that, “Given the stress and grave personal, legal, and financial consequences of remaining in jail, a detained individual or their family member may be willing to accept any bail bond agreement to secure their release. Under such duress, people are not well positioned



“Given the stress and grave personal, legal, and financial consequences of remaining in jail, a detained individual or their family member may be willing to accept any bail bond agreement to secure their release. Under such duress, people are not well positioned to thoroughly review or negotiate often-complex bail bond agreements. Written and verbal language barriers compound these challenges.”⁵⁰

—Consumer Financial Protection Bureau (CFPB)

to thoroughly review or negotiate often-complex bail bond agreements. Written and verbal language barriers compound these challenges.”⁵⁰ Nonpayment of bail bond debt can result in unlawful threats of re-incarceration, and this form of debt is often not dischargeable in bankruptcy. Therefore, real and perceived consequences can be more severe than with other forms of consumer debt.

THEME 2: Paying Premiums Amidst Financial Shock

Upon signing a contract, bail companies typically collect payments over the course of the contract length, including the initial payment/down payment(s) and subsequent payments to finance the premium amount. The **premium** is the non-refundable amount the defendant may be asked to pay, which is typically 10% of the full bond amount. The **initial down payment** is the portion of the premium the defendant and/or cosigner are asked to pay at the time of contract signing. Finally, **subsequent payments** are usually monthly installment payments that, in theory, pay off the remainder of the premium.

Bail Contract 2: Aladdin Bail Bonds

Aladdin BAIL BONDS
We get you out. We get you through it!

PROMISSORY NOTE

On Demand, without grace, I / We, the undersigned, promise to pay to the order of Aladdin Bail Bonds, the premium balance of Twenty Five Thousand Fifteen Dollars And No Cents for Bail Bond #(s) [REDACTED] posted on [REDACTED], pursuant to obligations set forth in the indemnity Agreement guaranteeing the full payment of premiums in consideration for the bail bond posted on behalf of the defendant [REDACTED] Balance payable in lawful money of the United States of America as outlined in the payment schedule set forth below.

PAYMENT SCHEDULE	
Total Down Payment:	\$0.00
Current Balance:	\$25,015.00
Balance on approved 8%:	\$20,015.00
1 Down Payment payment(s) of \$8,000.00 on 2/2/2018.	
1 Additional Down Payment payment(s) of \$5,000.00 on 2/7/2018.	
24.03 Monthly payment(s) of \$500.00, starting on 2/2/2018.	
and / or in the following manner: _____	

If a default in payment occurs, the entire balance becomes due and payable immediately. In the event that suit is instituted to collect this note or any portion thereof, the undersigned promises to pay such additional sum(s) as the court may adjudge reasonable as attorney fees and costs of instituting said suit. I understand this is an application for a type of credit and I authorize review of my credit history via credit reporting agency inquiries.

I have read the Indemnity agreement and agree to the terms of this promissory note:

Date: 2/2/2018



Some bail contracts, such as this one, allow for reduced rates for some arrestees, such as those who hire a private attorney, are veterans, or are members of a union.

Total Down Payment:	\$8,000.00
Current Balance:	\$17,015.00
Balance on approved 8%:	\$12,015.00
1 Down Payment payment(s) of \$8,000.00 on 2/2/2018.	
1 Additional Down Payment payment(s) of \$2,000.00 on 2/5/2018.	
1 Additional Down Payment payment(s) of \$5,000.00 on 2/7/2018.	
4.03 Monthly payment(s) of \$500.00, starting on 3/15/2018.	
and / or in the following manner: _____	

On this payment schedule, Aladdin Bail Bonds asks for three down payments within a week, totaling \$15,000: \$8,000 due on February 2; \$2,000 due on February 5; and \$5,000 due on February 7.

CASE STUDY: Breaking Down the Dollars

In Alameda County, “John” is accused of first-degree robbery and his bail is set at \$100,000 informed by the county's bail schedule. “John” has a partner who agrees to sign a bail contract to bond him out given he cannot afford to pay the court \$100,000 outright. As part of the contract, “John” and his partner accepted the following payment arrangement:

\$10,000	This is the premium of 10% of the total bail amount of \$100,000. This is also the total amount “John” owes the bail bond company.
\$3,500	This is the initial down payment of the total premium that the bail bond company requires “John” or his partner to pay to allow for his release from jail.
\$6,500	This is the remaining balance following the initial down payment, which will be divided over subsequent payments. These payments may be made in monthly installments over a certain amount of time until the premium is paid off.

As a result of using a bail bond company, “John” will not have the \$10,000 returned upon completion of his trial—regardless of innocence or guilt.

Although judicial system actors and bail companies differentiate between initial down payments and subsequent payments to pay toward a premium, the impacted persons interviewed did not have a clear understanding of the differences in the types of payments or the rationale for determining down payments or subsequent payment amounts. In many cases, the amount for the initial payment seemed to be arbitrary or negotiated to whatever the individual or cosigner could produce at the time.

“Rafael,” a Latino man in his late 30s, described his process of negotiating his freedom while in jail. He was eligible for a stimulus payment that would have covered the payment for his release; however, there was a delay in receiving it:

“. . . I paid them the \$1,000. They wanted \$1,500 at first, and I said look, I don't have \$1,500. I just got my stimulus money. Like, this is all I have, you know? I just have \$1,000, and they're like, 'Oh, okay, I guess we'll do it. We'll get you out.' [A]nd I sat in there for six months. It took me six months to get \$1,000. . . .”

For Rafael and others, the process of making the initial payment took a financial toll, often draining bank accounts and forcing them to secure other sources of financial support to achieve pretrial freedom.

Borrower Story: "Cameron"

Cameron's sister helped front the initial payment, but to meet those expensive subsequent payments, he took out four payday loans totaling \$1,500 from four different companies. Cameron was expected to pay more than \$2,000 to the various companies within 30 days.

Cameron is a Black man in his 40s who, after serving in the United States Air Force for more than 20 years, recently moved to the Bay Area to reconnect with his brother. Shortly after Cameron moved to California, his brother was robbed and murdered. In October 2020, he was arrested on a reckless driving charge, and the bail was set at \$33,000. To get out on bail, he used Aladdin Bail Bonds, which charged an initial payment of \$500 and two subsequent monthly payments totaling \$2,300. Cameron's sister helped front the initial payment, but to

meet those expensive subsequent payments, he took out four payday loans from four different companies totaling \$1,500. Cameron was expected to pay more than \$2,000 to the various companies within 30 days. In order to repay the high-cost loans, he reported making extreme sacrifices such as forgoing seeing his young son and girlfriend to save gas money.

In March 2021, Cameron was arrested on three additional charges. The bail was set at \$155,000; this amount was calculated based on \$50,000 per charge and an additional \$5,000 due to the prior reckless driving charge. In order to make bail, Cameron signed a contract with Bail Hotline Bail Bonds. He chose Bail Hotline over other companies because they offered a payment plan with a lower down payment. Cameron was expected to make a \$3,000 down payment, with another \$1,000 payment due within five days, and then pay \$250 a month until the entire premium was paid off. Additionally, Cameron was required to secure two cosigners. A family member agreed to sign, but she was not a California resident. Cameron says, "It had to be a California resident, so I didn't really know anybody out here who would cosign, so it was a friend of a friend of mine who cosigned."

Before Cameron was released on bail, he was incarcerated for over a month while he tried to find cosigners. Rent and other bills continued to pile up during that time. Because Cameron is retired, he is on a fixed income and could only afford either to pay rent or make the second bail payment of \$1,000; he chose to pay his past-due rent, "rather than getting evicted." He tried to communicate with Bail Hotline that he would receive his retirement check within a week, but he said their response was to "harass me, pretty bad. . . . They started harassing a friend, and they got scared. And they started threatening to revoke the bail, and all kinds of crazy stuff."

Cameron recently completed a year-long training program in the hopes of getting a job to supplement his fixed income. However, the pending charges on his background report are preventing him from doing so: "In terms of getting where I need to be financially, I'm at a standstill because of the charges, and I'm not going to clear the bail debt as quick as I want to get to a place of stability within my life." Recently, Cameron has been successfully making his monthly bail payments, and he consequently stopped hearing from Bail Hotline.

When reflecting on the bail process, Cameron noted "It just keeps a lot of minority or lower socioeconomic status people down in the crab barrel." He believes the path to transforming the bail process is complex: "There's a lot of discrimination in there. I just don't think there's a lot of fairness in the whole judicial system, the bail system altogether; [I] just think it all needs to be overhauled."

THEME 3: "Being left in there would not be okay. . ."—Reasons for Bailing Out

In 2018, the Prison Policy Initiative (PPI) authored *How does unaffordable money bail affect families?* In their research, PPI analyzed data from the *Survey of Inmates in Local Jails* and found that more than 50% of the people in jail could not make bail and were also parents of children under 18.⁵¹ The need to care for children and other family members is only one reason of many that participants

listed for bailing out. Bail is unlike other consumer debt in that physical freedom and the ability to resume daily life depend on being able to afford it. Participants often noted the forced choice to assume this debt because of the extreme pressure and the obligations they or a loved one were under to secure pretrial release. In addition to caregiving responsibilities, participants shared many other reasons for securing their own or a loved one's bail:



Bail is unlike other consumer debt in that physical freedom and the ability to resume daily life depend on being able to afford it.

"Luisa," a Latina in her 50s, feared for her son's deportation if he remained incarcerated:

". . . [M]y son's girlfriend said he may get deported if he stays in there too long, so I got him out. . ."

"Freedom" knew she would have a better shot at winning her trial and also could not fulfill her responsibilities as a preschool teacher while incarcerated. She states:

". . . [W]hatever the bail bondsman would have told me at the time, I would have did."

"Tatianna" reflected on her reasons for bailing out her child:

"One thing a lot of people were saying. . . [was] just let him stay in [t]here for a couple of days, and they'll let him out. And if you knew my son. . . he is pretty much not mentally competent. . . . [I]t would not be okay for me to leave him in there. So, he had to get bailed out."

During his incarceration, "Rafael" recalls opposing attorneys offering him a deal that consisted of six years in state prison. Rafael knew that:

". . . [M]y chances of either beating the case, or at least reducing what they're going after would be significant if I got out."

His intuition was right; after bailing out, he was able to reduce the plea agreement from six years of incarceration to two years of probation.

One fall night in 2018, "Maria" cosigned a bail contract for her uncle, an undocumented immigrant who feared that deportation could accompany his incarceration. Recalling that night, Maria said:

"My father had called me. He said, 'Hey, your uncle needs help. He's, he's in a really bad situation. And I was wondering if you could help him. You're the only one in the family that has papers, and you just turned 18. I need you to help.' Me being a teen, still feeling like I'm a child, and basically I feel like I can't say no to my parents. I said yes."

As illustrated in the participant responses above, reasons for bailing out exist beyond solely not wanting to be in jail. Many participants were concerned for their jobs and careers, the stability of their family unit, and their ability to navigate a trial—all of which participants noted contribute to their financial health in the present and in the future.

THEME 4: “I’m just another number in their book. . . .”—Harassment and Prioritizing Profit Over People

One of the most pervasive and shared sentiments among nearly all the participants was the feeling that money and profit are more important than people in the for-profit commercial bail industry. Reflecting on their experiences, most participants noted this dynamic initially arose during the contract process, as the initial payment often seemed arbitrary and based on the largest sum of bail funds a system-impacted person and/or cosigner(s) could cobble together. This theme rippled throughout the process to subsequent monthly payments. Unlike other debts, with which mostly equal amounts are due at a similar time during each payment cycle, participants often noted that they were less likely to be harassed if they made a payment of any amount when requested by the bail company. Failure to pay a bail bond company when requested led to increased harassment.

“Cameron” noted when reflecting on his experience:

“I kinda was short \$1,000 until my next payday, which was only within the next week. And because. . . I'm retired I'm on a fixed income. So um, I told them the situation, [and] they still stressed [and] harassed me, pretty bad, you know, and threaten[ed]. But you know, I just kind of tried to communicate, and they started harassing a friend, and they got scared, and they started threatening to revoke the bail and all kinds of crazy stuff. . . . I pay on a monthly basis, but there's supposed to be more to it than that. . . that we'll [the bail bond company] be checking in and doing all that, but they really don't care. They just want the money, and I'm just another number on their books.”

“Yiannis,” a Black man in his 20s, reflected on the inflexibility in dealing with the bail bond company he contracted with:

“[I]f someone isn't employed or [doesn't] have any income, I don't understand why they can't make, like, payment arrangements. They're not even considerate of that. They're more of 'just pay what we say.'”

As a requirement of his bail bond, Yiannis had cosigners. He described the relationship between him and the bail company following the first payment:

“. . . [S]oon after I actually made the first payment, everything changed, like they went from saying '[O]kay. . . to '[I]f you don't make the payment, then we will contact your cosigners. . . .” They just went straight to my cosigners, and then [I was] contacted last, and then even after I made the payment, they were still contacting me about a payment that I [already] made.”

For cosigners, harassment raised an additional layer of concern. Multiple respondents who served as cosigners noted “not understanding what they got themselves into” and wondering ultimately “who is on the hook for the debt.”

“Diana,” a white woman in her 50s, shared the following experience in serving as a cosigner:

“My employer got a notice from the bail bonds company saying that they're wanting to sue me. That's embarrassing, especially being given what I do for a living, and I don't want to jeopardize my job, my career, my reputation, anything like that.”

Diana noted that cosigning was a “huge mistake” that she wouldn't ever do again:

“At the time, I thought I understood what I was doing, but it wasn't disclosed the way it should have been. It wasn't made clear to me that I might have to make these payments.”

Borrower Story: "Nicole"

"I felt like, because I was the only person willing to answer a phone, I'm the one getting threatened." As the threatening messages continued and Nicole realized she could not make the payments, she thought she had to prepare for jail. Preparing for the possibility of incarceration was consuming and terrifying.

Nicole is a Black woman in her 30s who has dealt with the for-profit commercial bail industry on multiple occasions, including once in 2018. Her foster brother was incarcerated and asked her to cosign a bail contract for his release through Aladdin Bail Bonds that had a total price of \$5,000. Before she signed, Nicole underwent multiple intensive medical procedures. Not long after her recovery, she was informed that a different bail bond company had received her signature on a contract for \$10,000 around the time of the procedures. Nicole remains unsure how her signature could have gotten on the contract:

"Being low-income, there's no way I could afford that [\$10,000]. So, with a conscious mind, I would have never made that type of decision." Nicole is a single parent with a fixed income and many medical expenses. To pay for groceries, she uses CalFresh, a California specific food assistance program, and for other expenses she uses money from Social Security Disability Insurance.

The thought of making monthly payments toward the sum of \$10,000 was overwhelming. Nicole recalled, "My brain just kept telling myself, oh my gosh, I'm probably going to be paying \$50, \$100, or something dollars for the rest of my life." When she could not make the payments, she began receiving messages from Aladdin. The messages threatened that Nicole would face incarceration herself if she did not pay. Nicole expressed frustration that she, and not her foster brother, was on the receiving end of these calls. She gave the bail company her foster brother's phone number, but they kept calling her: "I felt like, because I was the only person willing to answer a phone, I'm the one getting threatened." As the threatening messages continued and Nicole realized she could not make the payments, she thought she had to prepare for jail. Facing the possibility of incarceration was consuming and terrifying. She felt less capable of focusing on the needs of her 7-year-old son. Moreover, she deprioritized her long-term goals, such as moving to a better apartment to help stabilize herself and her family.

While Nicole was the only one receiving the threatening messages, she was not the only person negatively impacted. Her foster brother had been incarcerated for at least a month before they were able to make bail. As a result, he lost his full-time job and apartment. This loss of income decreased the likelihood that he could pay his own bail and increased the likelihood that his cosigners, including Nicole, would be called upon to make the remaining bail payments. Furthermore, losing his stable living situation made finding a new source of income more difficult. Still, he has tried to provide for himself by participating in fundraisers and creating and selling art.

THEME 5: Managing Heavy Financial Loads—Reflections on Household Debt-to-Income Ratios

Within our sample area (Alameda, Contra Costa, and San Francisco Counties), the poverty rates for Black, Asian, and Latino populations all exceed the rate for their white counterparts, and the median household income by race also reflects disparities (see Table 1). In San Francisco County, where most of our sample population resides, **white households average a median household income nearly four times that of Black households.** The median household income is \$151,154 for white households, as compared to a median household income of \$101,563 for Asian households, \$82,442 for Hispanic or Latino households, and \$38,862 for Black households.

As part of the intake process, borrowers were asked if bail affected their finances overall, and if yes, in what ways specifically. Below is a sample of immediate impacts on finances related to bail:

*“... It put a lot of pressure on me, and sometimes [I] had to **choose between paying for food or the monthly payment.**”*

*“It affected me and my family because we had a savings account, and the bail bond company lied about an increased down payment, and **it depleted almost 100% of our savings.**”*

*“It made it difficult to pay my credit card debt **because I paid [bail] using my credit card and already had credit card debt. This caused more.**”*

*“**Delayed me in my rent, delayed me in credit card payments, caused me to get a negative credit report,** [and] with family and friends, it put me in a difficult position.”*

*“It did not impact any debt because I had no debt, but it **impacted how I could pay rent and utilities,** making it hard to make my monthly payments and afford monthly expenses for my family.”*

*“Scared about going back to jail, [I] would **prioritize bail bond debt over phone or rent payments and would be late.**”*

*“Traumatized by the bail bond debt and **was unable to pay medical debt.** . . . I do not want to be in any other debt.”*

All respondents of our largely Black and Latino sample population noted having other debts in addition to bail debt, and most reported multiple unpaid bills not related to bail. Only two respondents noted bail had no impact on their ability to pay other debts (see Table 4, Person 7 and Person 8).

Table 4: Sample Population by Type(s) of Debt

Person	Type(s) of Debt
Person 1	Student loans, medical debt, credit card debt, auto purchase loan, personal pawn loan
Person 2	Credit card debt
Person 3	Credit card debt
Person 4	Payday loans, student loans, utility debt, credit card debt
Person 5	Student loans, utility debt, credit card debt, auto purchase loan
Person 6	Medical debt, credit card debt, auto purchase loan
Person 7	Credit card debt, auto purchase loan. <i>Noted these debts did not affect how they paid for bail.</i>
Person 8	Mortgage loan, utility debt, credit card debt. <i>Noted these debts did not affect how they paid for bail.</i>
Person 9	Utility debt
Person 10	Auto title loans, medical debt, auto purchase loan
Person 11	Utility debt, credit card debt, personal loan
Person 12	Medical debt, auto purchase loan
Person 13	None, but notes living expenses as debt
Person 14	None, but notes living expenses as debt
Person 15	None, but notes living expenses as debt

As self-reported by interviewees.

Most participants held credit card debt (n=9) followed by general utility debt (n=5).

Of our sample, five participants are working full or part time, one is retired, and nine are currently unemployed due to being laid off, mental or physical health limitations, and other reasons not noted in the interviews (see Table 2). Both employed and unemployed participants disclosed the difficult decisions they had to navigate in order to balance expenses.

“Leana,” a Black woman in her 40s, shared:

“... [W]e are a low-income family; I'm on Section 8 [housing choice voucher]; we don't have that kind of money. It[s] just, my son... had to actually use his savings to pay for this recent bail this year, but for the most part, we don't have money like that sitting around that we can do that with, and I wasn't willing to go and get a payday loan to pay his bail.”

"Rafael" had the experience of both paying for his own bail previously and now navigating paying for his partner's bail. His partner was still incarcerated at the time of the interview:

"I could use that money for him to eat, or for gas or other things. . . . They already got like \$8,000 out of us. And we're poor. You know, you want more? You want to bleed more out of someone who is dying?"

"Nicole" shared:

*"While I receive Social Security for me and my son, **my son has autism. So a lot of the money goes towards, you know, care for my son, or subscribing to medical care for me.** I receive a small amount of food stamps. . . . So, I do spend a lot on groceries. I paid my electricity, I mean, my WiFi bills and things like that. I don't have many bills outside of like, insurance, WiFi, you know, like the basic necessities. So, **most of the money just goes towards taking care of me and my son.**"*

Participants in our sample exemplified full willingness to make payments on their bail debt, despite the high cost overall and even as they were managing other consumer debts. Still, it is evident from this research the compounding burden bail debt places on most participants, especially those who are Black and Latino and/or low-income and low-wealth.

THEME 6: Interplay and Compounding of Long-Term Impacts

In addition to the immediate negative effects of bail bonds and debt lie a variety of deep, longer-term financial, emotional, and mental health impacts. All of these impacts were found across our sample population, and in most cases, more than one affected a given individual. The compounding of these negative effects increases the level of distress participants experience both when paying for bail bonds and meeting their daily financial obligations.

Longer-Term Financial Impacts

Participants detailed ways in which bail debt has impacted their long-term goals regarding building financial stability and security. In one intake form, a participant noted, “It [bail bond debt] took away from the amount of money I had every month and my credit went down, **affecting my ability to get a house.**” Homeownership has historically been viewed as a wealth-building tool in the immediate future and a means of creating intergenerational wealth. Within this sample, we found most participants did not own their own home, and with rising housing costs in the San Francisco Bay Area, it is becoming harder for low-income and low-wealth residents to become home owners. High and unaffordable bail bond debt pushes this goal even farther out of reach.

“Leana” shared her experiences in trying to secure housing:

*“They [the bail company] put it on my credit report. And that was **interfering with me being able to secure housing.** That’s why I’m out right now looking for a place. It’s been very difficult with having those collections on my account.”*

Credit building and credit scores are also a critical component of being able to purchase a car or a house or qualify for loans. “Maria” reflected on how bail debt affected her credit:

*“Still, till this day, till right now, I feel like it’s still like hurting my credit. Like right now, I’m 22 years old. **And literally the only type of credit that I have on my credit history is my car because that’s the only thing I was able to get approved for.** Recently, I just got approved for a credit card, and the credit card [limit] was only \$150. But it’s like my credit, to ‘credit people,’ I’m not [seen as] reliable because of the bail bonds problems that I have. So, it’s hard because, like, I pay my bills. **I’m a very responsible person. I’ve been working since I was 15 and a half. But due to the background on my credit, I don’t look that way. And that’s what makes me even more mad.** Like I don’t care that I have to pay you your money. **I don’t care that you know, I got effed-over, but you know, now I can’t succeed. I can’t. . . live good in life. I can’t buy stuff that I want. Because my credit isn’t good.** So like that’s what makes me even more mad about everything. The whole situation is like it’s damaging me now and still following me into my 20s.”*

Participants who paid bail often shared some form of personal cost/benefit analysis they shouldered when deciding to take on a bail bond. They were fearful of being returned to jail if they missed a payment to the bail company, despite it being unlawful to re-incarcerate a person for this reason. Some participants would forgo paying other bills to remain free.

“Yiannis” shared his thoughts on going back to jail due to the longer-term cost to his family of continuing to pay bail:

*“I’m probably just gonna go back to jail because it’s cheaper and less stressful. Now, **I rather, you know, my kid and my fiancé have a roof over their head, than to me be taking away from them trying to stay free.**”*

Emotional and Mental Health Impacts

Stress, anger, hopelessness, and frustration are feelings most participants expressed about the impacts of bail bonds. Participants also experienced these impacts related to their overall well-being. The process of obtaining a bail bond and signing a contract—and the ramifications—created feelings of victimhood or shame, hopelessness, and fear.

“Bethany” described feeling like she was “the perfect pawn” for the bail company:

“I was just like the perfect pawn or the perfect, like, mark. I was the perfect person to be able to get money out of and, and say anything [to], a gullible, naïve, if you will. And it worked. And they got, they got their money.”

Regarding her role as a cosigner, “Bethany” also expressed hopelessness and fear of the consequences of not paying:

“I was convinced that I had to pay, and if I didn’t, I didn’t know what would happen to me. . . .

[M]y experience with the company was lousy because I signed away my life, basically. I signed stuff that said ‘If he jumped bail, if he this, if he that.’ . . . [L]ike, I wasn’t informed.”

For many participants, when weighing freedom and the choice of using a bail bond company, a choice did not exist. “Cameron” shared his feelings about the lack of autonomy in using a bail bond company:

“And I have a lot to lose. . . . I could have been out on my own recognizance. . . . [J]ust, it’s like, I’m put in a situation where I have no choice. . . .”

Some participants noted the significant mental health impacts they are navigating while dealing with bail, including mental health diagnoses and grief due to the loss of a loved one.

“Bethany” disclosed:

“. . . I have had so much trauma happen to me since my father’s death, that I am struggling with my mental health, my depression and anxiety, and my, my therapist just diagnosed me with PTSD just a couple months ago, so-so bear with me on my memory here. . . . [T]hey—not only did they get my money from me, they got money from a girl, woman who battles bipolar disorder, takes meds for it, sees a doctor for it, lost her father, and is like walking the streets of the world, like, feeling lost. So I just, I was the perfect person.”

“Cameron” described navigating mental health issues while dealing with incarceration:

“I was in the Air Force. . . for 22 years and retired out. . . in 2012. . . dealing with some post-traumatic stress disorder type issues and went to. . . get some treatment and therapy but never really complied with the process until I got myself in trouble, you know. I did a little bit of time in the federal prison system, two years, but not continuously, kind of broken up between [a] halfway house and camp because [I] had to tend to my mental health.”

Many of these negative impacts are long-lasting and life-changing and affect how participants are able to move forward financially and otherwise.

Borrower Story: "Luisa"

Not only did Luisa say she felt harassed by these debt collection attempts, she also felt like she could not grieve the passing of her son in peace: "During this [time], I sent in proof of my son's passing, but [they] still called me to pay."

Luisa is a Latina in her 50s. Around 2015, her son was arrested on two occasions. Her son's partner feared he would face deportation if he remained incarcerated during the pretrial phase, so she informed Luisa that she should sign a bail contract. Luisa's son's partner found the bail company they would later use, Bad Boys Bail Bonds. When Luisa went to sign the contract, it was exclusively written in English—a language Luisa is not proficient in. Her son's partner loaned Luisa the money for

the initial payment, which Luisa estimates was around \$2,000. Following the initial payment, Luisa was expected to make \$250 monthly bail payments.

Luisa made payments through 2019. Then, her son passed away. She sent proof of her son's death to the bail company and believed she would no longer be expected to make the monthly payments. However, the bail company continued to send collection notifications via phone calls and mail. Not only did Luisa say she felt harassed by these debt collection attempts, she also felt like she could not grieve the passing of her son in peace: "During this [time], I sent in proof of my son's passing, but [they] still called me to pay."

Luisa works in **childcare**, while her husband works as a cook and a dishwasher for a restaurant. Together, Luisa estimates their income is less than \$2,000 each month. Luisa's son also worked in the restaurant industry. The monthly payments placed a **short-term** financial strain on Luisa's family. She described having no extra money at the end of each month. In the long term, signing for her son's bail has negatively impacted Luisa's financial well-being; when she stopped making payments, her credit score took a hit. Since stopping payments, Luisa has been denied a cash advance loan by a major bank as a result of her decreased credit score.

Luisa expressed a negative outlook on the for-profit bail industry, especially its treatment of immigrants and those who do not speak English as their primary language. Personally, Luisa does not see herself signing for bail in the future due to her experience with Bad Boys Bail Bonds. To reform the system, Luisa believes that, at a minimum, contracts should be provided in the native language of those who are signing.

THEME 7: Lost Time—A Brief Look at Daily Experiences of Impacted People Trying to Make Ends Meet

One common theme among the interviews that did not emerge from the initial codebook or interview guides was the precarity and scarcity of time that interviewees experienced around meeting their basic needs. This became clear *during their interviews*. Respondents looked for housing during interviews, drove to doctors' appointments during interviews, took care of their children during interviews, and did their full-time, part-time, and gig-based jobs while participating in interviews.

"Nicole" said, while taking appointments to view apartments that accepted her Section 8 housing voucher:

"I'm getting ready [to] just go in here and walk around and look at a home for rent. But I can still hear you guys, and I will still talk."

"Rafael" conducted his interview while at work:

"Let me see here. . . . I just got to finish activating this phone before I do it. Customers waiting for their phone. So, I'm trying to activate while talking."

The combination of job precarity and high living expenses exacerbated by the COVID-19 pandemic puts intense demands on the time and money of people living paycheck-to-paycheck in the Bay Area. Adding bail debt to this already precarious financial situation pushes people even further into the red.

Interviewee Rafael said regarding what he needed to do to afford bail:

"I just worked seven days a week; I didn't take a break, work[ed] every day."

These interviews became more than just first-hand accounts of day-to-day struggles; they were demonstrations of the extreme stress impacting low-income and low-wealth Californians navigating the pretrial system.

Recommendations for Future Work

This report offers a regional snapshot of the devastatingly complex web of consequences facing individuals and their loved ones who are tethered to the for-profit bail industry in the San Francisco Bay Area. We suggest that additional cities, counties, regions, and states be examined regarding the financial impacts of cash bail on constituents to inform future solutions through legislation, regulation, and/or the courts.

During each of our interviews, we asked individuals to share their recommendations to address the harms caused by money bail and the for-profit bail industry. Some of those recommendations include:

"I just don't think there's a lot of fairness in the whole judicial system, the bail system altogether, [I] just think it all needs to be overhauled." –Cameron

"I don't necessarily think that your financial status should have anything to do with your freedom. I don't, I don't know that I think that that's a good way to gauge whether or not you have to remain in jail, [by] how much money that you have, I disagree with that." –Diana

"I would personally raise up the age [to cosign for a bail bond]. . . . I would probably even do it to 25. Like, you have to be 25 to be able to come up in the bail bonds and be able to sign off for the person. I [would] honestly change the ages. That's like the biggest, biggest thing. . . . I feel like if the bail bonds people change the age requirements, not only will they have their money in full complete, but they will also. . . they will be dealing with responsible people. . . ." –Maria

"Eliminate it. Eliminate bail. . . it's unfair. It doesn't have anything to do with whether or not somebody did anything wrong. . . . [A]ll it has to do with is how deep your pockets are like, yeah, [they] should abolish it." –Rafael

"Bail shouldn't be that high. . . . [E]verybody's not treated equally at all, at all. And it's not being treated lawfully at all, especially if there was a Humphrey law, and it's not being honored." –Tatianna

The report findings and interviewee recommendations demonstrate that for-profit bail bond companies in California offer an unfair choice between jail and what is effectively a non-refundable tax on the poor. Only system-involved individuals and their loved ones who are not wealthy enough to float full, refundable bail amounts experience this impossible choice. The interviewee stories, paired with existing research, make it clear that the use of cash bail in the pretrial system results in wealth extraction from low-income communities and Black and Latino communities. The for-profit bail industry has exploited the use of cash bail by the criminal courts to siphon off millions of dollars from these communities, thereby disrupting financial stability and asset-building opportunities for thousands of low-wealth families.

To short circuit patterns of debt, harassment, and wealth-based pretrial detention, cash bail and the entities that take advantage of its use must be eliminated. Given the harmful ripple effects of pretrial detention, local and state judges overseeing arraignment hearings should instead prioritize determinations of fair, non-punitive pretrial release that strengthen communities and maintain public safety.

Appendices

Appendix A: Interviewee Intake Form Excerpts



INTAKE FORM: Impacts of Bail on Finances

Step 2 For Potential Interviewees

Instructions for LCCRSF staff:

Please complete this form following review of step 1 (Project Description) with the client. Ask the client each of these questions and fill it in for them or allow them to fill out this form in its entirety, and check to ensure all questions are filled out. Once completed, email a copy to Lucia Mattox and Charla Rios at Lucia.Mattox@responsiblelending.org and Charla.Rios@responsiblelending.org. Please file the original copy in a safe a secured place to protect client files. If you have questions, please contact Lucia and Charla.

DEMOGRAPHIC INFORMATION

Name:	
Pronouns:	
Phone Number (Cell):	
Phone Number (Home):	
Email:	
Current Address (Include city, state, zip code and county)	
Best way to reach you for follow up (list all):	

1. What is your gender? (Circle which applies)

- a. Non-binary
- b. Woman
- c. Man
- d. Prefer to self-describe as _____ (e.g. non-binary, gender-fluid, agender)
- e. Prefer not to say

2. Are you transgender?

- a. Yes
- b. No
- c. Prefer not to say

3. What is your age range?

- a. 18-24
- b. 25-32
- c. 33-40
- d. 41-50
- e. 51-60
- f. 61-70
- g. 71+

PRELIMINARY SCREENING QUESTIONS (for determining inclusion)

11. Have you posted bail to secure your own release from jail in the last 3-4 years (January 2017 or more recent)?

Yes

No (move to Q12)

- a. If yes, what was the amount set for bail? (An estimate is okay) _____
- b. Did you use a bail bondsman? Yes No
- c. Did you have to use collateral in order to make bail? Yes No
 - i. If yes? What did you collateralize?

12. Have you posted bail as a “cosigner” to secure a loved one’s release from jail in the last 3-4 years (January 2017 or more recent)?

Yes

No (move to Q13)

- a. If yes, what is your relationship to that individual? _____
- b. If yes, what was the amount set for bail? (An estimate is okay) _____
- c. Did you use a bail bondsman? Yes No
- d. Did you have to use collateral in order to make bail? Yes No
 - i. If yes? What did you collateralize?



13. Do you have any of the following types of debt (circle all that apply):

- a. Payday loans
- b. Auto title loans
- c. Student Loans
- d. Mortgage loan
- e. Utility debt
- f. Medical debt
- g. Credit Card debt
- h. Auto purchase loan (for purchasing a vehicle)
- i. Small business loan
- j. Personal loan (please specify): _____

14. Has the bail amount you posted in your own case, or as a cosigner for a loved one’s case, impacted how you pay for other debts?

Yes

No

- a. If yes, briefly explain how:

Appendix B: Interview Guide Excerpts

2. **Were you/your loved one incarcerated for any period of time before a bail payment was made?**
 - i. If yes, for how long?
 - b. **Were there other expenses you incurred as part of being incarcerated before you posted bail?**
 - i. If yes, can you tell me more about the expenses and fees?
 1. How did you cover those additional expenses and/or fees?
 - c. **If yes, what were those expenses or fees?**
 - d. **Did you have to post bail more than once based on your charges?**
3. **When many folks bail themselves or someone they know out of jail, there may be a few factors beyond solely not wanting to be incarcerated. Where there other factors that led or motivated you to paying for your/your loved one's bail?**
 - a. *Potential Follow up prompts: (DO NOT SUGGEST THESE RESPONSES, but listen to see if one of these is raised and ask follow up questions as needed):*
 - i. *Respondent may state some case related reason (i.e. wanting to have access to a better attorney/wanting to have a better shot at their case OR wanting their love one to be able to have access to these things):*
 1. Tell me more about that so I understand – what did you feel like you gained access to by being bailed/bailing out related to your case?
 - ii. *Respondent may state some employment related reason (i.e., I was fearful of losing my job OR I was fearful of my loved one losing their job)*
 1. That seems like a genuine concern. Can you share more about your/your loved one's work at the time?
 - iii. *Respondent may state some caregiver role (i.e., I am a parent/grandparent/child of sick parents and I needed to get home to take care of them OR the person I bailed out is a parent/grandparent/ takes care of me and I needed them out)*
 1. Caregivers/parents/grandparents play a really important role. Can you talk to me about some of the impacts of what you feel may have happened if you/your loved one were unable to bail out?

5. At the time of your/your loved one's case, were you/either of you employed?

a. If so, can you tell me a bit about your work/their work at the time?

i. Follow up prompts:

1. *If you can, please share in what ways, if any, was your employment impacted by your/your loved one's bail amount?*
2. *(if needed/not mentioned in 5.i.1 or previously) Was your employment at all impacted by your charges or incarceration?*

6. At the time of your/your loved one's case, how did you cover the bail amount?

i. Follow up prompts:

1. *Why did you choose that option?*
2. *What other options did you feel like were available to you?*
3. *What options felt less than available to you, if any?*

a. IF PAYDAY/CAR TITLE/PAWN LOANS MENTIONED:

i. Can you tell me more about this loan?

1. *Probe on: Amount, terms, lender if not mentioned. For Pawn ask about the item(s) Pawned.*

ii. What made this option feel like it was the best option for you at the time?

iii. Where are you with repaying this loan?

iv. (if pawn): were you able to retrieve your items?

v. Does it/did it feel affordable to maintain?

b. IF CREDIT CARDS MENTIONED:

i. Can you tell me more about the kind of credit card you used?

1. *Probe on: Brand of card and type (i.e. Chase sapphire, Capital one card, etc.) credit limit, interest rate or APR, any fees, if not mentioned)*

Appendix C: Codebook Excerpts

HOW DO PEOPLE PAY FOR BAIL IN THE BAY AREA?

Code	Subcodes (if any)	Definition(s)	Examples
Who's setting bail?	---	Names specific people or system actors who were responsible for setting the original bail amount.	Judge, magistrate, Parole officer or "I don't know". This does NOT include the bail company.
Bail cost factors	---	A reason the respondent gives as to why they believe the bail amount was set at what it was. Here we are looking for a specific reason.	Prior convictions, "flight risk", Failures to appear, or "I don't know".
Bail Company Selection Process			
	Point of Decision	Names the reason they chose the bail company they chose and factors that went into that decision.	'Saw them advertised on TV'; 'Saw them across the street from the jail', 'they were the cheapest/flexible with pricing', 'I trusted my family member – they chose.'; 'I used them before', etc.

WHAT ARE THE FINANCIAL AND PERSONAL IMPACTS OF BAIL FOR IMPACTED INDIVIDUALS AND FAMILIES/LOVED ONES?

Code	Subcodes (if any)	Definition(s)	Examples
Reasons for Bailing Out	---	Names the reason(s) a person decided to bail their loved one or bail themselves out of jail.	"I have kids to go home to and I'm their caretaker."; "I take care of my parents so I had to get out."; "I thought I was going to lose my job." Etc.
	Timeline for release	If interviewee describes how long it took for themselves or the arrestee to be released after securing bail, capture that here.	
Bail Company Relationship			
	Harassment	Any mention of a person – cosigner or otherwise – who mentions they were harassed by the bail company.	"yeah! They called me 3 or 4 times!"; "Of course they harassed me – I would get text messages all times of the night."; "They messaged me before the money was due", "They contacted me before they contacted the arrestee," etc.
	Money > People	Any mention of a bail company seeming to put more emphasis on getting their money back as	"all they care about is the money"; "it's like I am nobody unless I make a payment";

Endnotes

- ¹ Liptak, Adam. (January 2008). "Illegal Globally, Bail for Profit Remains in the U.S.," *New York Times*. <https://www.nytimes.com/2008/01/29/us/29bail.html>. The other country is the Philippines.
- ² Sawyer, W. & Wagner, P. (March 2022). *Mass Incarceration: The Whole Pie 2022*, Prison Policy Initiative. <https://www.prisonpolicy.org/reports/pie2022.html>
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- ⁴ Rabuy, B. & Kopf, D. (May 2016). *Detaining The Poor: How Money Bail Perpetuates an Endless Cycle of Poverty and Jail Time*, Prison Policy Initiative. <https://www.prisonpolicy.org/reports/DetainingThePoor.pdf>. The last year national level data for median bail amounts were analyzed was 2009, and these numbers have likely increased with inflation.
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For more information about the methodology for this project or for further discussion of the research process, please contact Charla Rios, Deputy Director of Research or Pete Smith, Senior Researcher.



Center for Responsible Lending

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The Center for Responsible Lending (CRL) is a non-partisan, nonprofit research and policy advocacy organization working to promote financial fairness and economic opportunity for all, end predatory lending, and close the racial wealth gap. CRL's expertise gives it trusted insight to evaluate the impact of financial products and policies on the wealth and economic stability of Asian, Black, Latino, rural, military, low-wage, low-wealth, and early-career workers and communities.

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