

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-1787**

State of Minnesota,
Respondent,

vs.

Norman Wesley Parker,
Defendant,

Midwest Bonding, LLC,
Appellant.

**Filed August 11, 2025
Reversed and remanded
Bond, Judge**

Hennepin County District Court
File No. 27-CR-23-5353

Mary F. Moriarty, Hennepin County Attorney, Adam Petras, Senior Assistant County Attorney, Minneapolis, Minnesota (for respondent)

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Considered and decided by Ede, Presiding Judge; Bond, Judge; and Reilly, Judge.*

NONPRECEDENTIAL OPINION

BOND, Judge

Appellant Midwest Bonding, LLC challenges the district court's denial of its petition to reinstate and discharge a forfeited bail bond, arguing that the district court

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

abused its discretion by determining that the *Shetsky* factors weigh against the bond's reinstatement.¹ Because the district court made erroneous factual findings on the first and third *Shetsky* factors and its analysis under the fourth *Shetsky* factor involved an error of law, we reverse and remand for reconsideration by the district court.

FACTS

In March 2023, respondent State of Minnesota charged defendant Norman Wesley Parker with unlawful possession of a firearm. In November 2023, Midwest Bonding posted a \$100,000 bond on Parker's behalf. When Parker was released from jail, he was notified that his next hearing would be on March 11, 2024, at the Hennepin County Government Center.

Parker failed to appear at the hearing on March 11. On September 19, the district court ordered the bond forfeited. Midwest Bonding filed a motion to reinstate and discharge the bond or, alternatively, to extend the due date for the bond amount. In support of its motion, Midwest Bonding filed an affidavit outlining its efforts to locate and apprehend Parker. In the affidavit, Midwest Bonding averred that, on March 7, it contacted Parker to remind him of his upcoming March 11 hearing, and that Parker "accepted notification of the hearing date through an automated appointment reminder voice messaging system." On March 12, after it learned of Parker's nonappearance, Midwest Bonding "immediately began investigative efforts to locate [Parker] and return [him] to the jurisdiction and custody of the Court." According to Midwest Bonding, its investigative

¹ *Shetsky v. Hennepin County (In re Shetsky)*, 60 N.W.2d 40, 46 (Minn. 1953).

efforts consisted of (1) further attempts to contact Parker and his girlfriend via telephone at various numbers; (2) speaking with Parker's girlfriend, who said she would try to get in touch with Parker; (3) searching Minnesota's jail registries to see if Parker was in custody; (4) hiring a professional fugitive-recovery agency, which used investigative software to search for Parker; (5) conducting surveillance outside of Parker's last known address; and (6) performing skip tracing on Parker's information and known aliases.

In September 2024, the district court denied Midwest Bonding's motion, determining that three of the four *Shetsky* factors weigh against reinstatement and one was neutral. The district court also denied Midwest Bonding's request for a hearing on its motion for reinstatement.

Midwest Bonding appeals.

DECISION

Under Minnesota law, when a defendant is released on a bond and fails to perform on the conditions of the bond, the amount of the bond is forfeited to the court. Minn. Stat. § 629.58 (2024); *State v. Storkamp*, 656 N.W.2d 539, 541 (Minn. 2003). When a bail bond is forfeited, “the court may forgive or reduce the penalty according to the circumstances of the case and the situation of the party on any terms and conditions it considers just and reasonable.” Minn. Stat. § 629.59 (2024); *see also* Minn. R. Gen. Prac. 702(f) (addressing procedures for reinstatement of forfeited bond). Appellate courts review a district court's denial of a petition to reinstate and discharge a forfeited bond for an abuse of discretion. *State v. Askland*, 784 N.W.2d 60, 62 (Minn. 2010). “A district court abuses its discretion when it has exercised its discretion in an arbitrary or capricious manner, based its ruling on

an erroneous view of the law, or made clearly erroneous factual findings.” *Nelson v. State*, 947 N.W.2d 31, 36 (Minn. 2020) (quotation omitted).

When determining whether to reinstate a forfeited bail bond, courts consider the four *Shetsky* factors:

(1) the purpose of the bail, the civil nature of the proceedings, and the cause, purpose and length of a defendant’s absence; (2) the good faith of the bond company as measured by the fault or willfulness of the defendant; (3) the good-faith efforts of the bond company to apprehend and produce the defendant; and (4) any prejudice to the State in its administration of justice.

Askland, 784 N.W.2d at 62 (citing *Shetsky*, 60 N.W.2d at 46). The party petitioning for reinstatement bears the burden to show that the factors weigh in favor of reinstatement. *Id.* However, on the fourth factor, “the burden is on the State to prove any claimed prejudice.” *Id.*

Midwest Bonding argues that the district court abused its discretion because, in conducting its analysis of the *Shetsky* factors, it made clearly erroneous factual findings and misapplied the law. According to Midwest Bonding, all four factors favor reinstatement. We therefore turn to the district court’s analysis, addressing each factor in turn.

A. Purpose of Bail; Civil Nature of Proceedings; and Cause, Purpose, and Length of Defendant’s Absence

The first factor is “the purpose of the bail, the civil nature of the proceedings, and the cause, purpose and length of a defendant’s absence.” *Id.* Generally, “the purpose of bail is to ensure an accused’s appearance.” *State v. Brooks*, 604 N.W.2d 345, 349 (Minn.

2000). The purposes of a bail bond are “to encourage a surety to voluntarily pay the penalty for the failure to ensure the presence of the accused” and “to encourage sureties to locate, arrest, and return defaulting defendants to the authorities to facilitate the timely administration of justice.” *State v. Vang*, 763 N.W.2d 354, 358 (Minn. App. 2009).

The district court determined that this factor weighs against reinstatement because Midwest Bonding made only minimal unsuccessful efforts to ensure Parker’s appearance. Midwest Bonding challenges the district court’s determination on the grounds that the court erroneously found that the missed court appearance was a trial date and improperly focused on the fact that Parker had not complied with other conditions of his release.²

In its analysis of this factor, the district court found that Parker “was scheduled to appear on the master trial calendar to begin trial” on March 11. In a separate part of the order, the district court refers a second time to the March 11 hearing date as being a “trial date.” The record does not support a finding that March 11 was a trial date. Instead, the record reflects that March 11 was scheduled as a hearing date. In its analysis of this factor, the district court also discussed Parker’s apparent violations of conditions of his release other than his obligation to appear at court hearings. Midwest Bonding argues that this information was irrelevant because its bond was an appearance-only bond. We agree with

² Midwest also argues that the district court erred by finding that Parker received sufficient notice of the March 11 hearing. Midwest Bonding asserts that, while the notice Parker received indicated that the hearing was scheduled to be held in-person, the public-access court-records system indicates that the hearing may have been held remotely. Because the appellate record does not contain transcripts or other records confirming whether the March 11 hearing was held remotely or in-person, we cannot determine whether the district court’s notice finding was clearly erroneous.

Midwest Bonding that, because its bond was an appearance bond, Parker's alleged violations of other conditions of his pretrial release are not relevant to the first *Shetsky* factor.

Because the district court clearly erred when it found that March 11 was a trial date and because it incorrectly considered, as part of its analysis on the first *Shetsky* factor, Parker's failure to comply with release conditions other than his obligation to appear in court for scheduled hearings, we conclude that the district court abused its discretion in analyzing the first *Shetsky* factor. *See Nelson*, 947 N.W.2d at 36.

B. Good Faith of Bond Company

The second factor is “the good faith of the bond company as measured by the fault or willfulness of the defendant.” *Askland*, 784 N.W.2d at 62. “[W]hen the accused willfully does not meet the conditions of his or her bond without a justifiable excuse, this misconduct is attributable to the surety.” *Storkamp*, 656 N.W.2d at 542.

In weighing this factor against reinstatement, the district court determined that “[t]here is no indication [Parker's] nonappearance was anything other than willful and in bad faith” because Parker received notice of the hearing, indicated that he would appear, did not appear, and then failed to respond to Midwest Bonding when it tried to contact him. Midwest Bonding argues that any bad faith attributable to Parker cannot outweigh Midwest Bonding's good-faith efforts to apprehend him.

Midwest Bonding relies primarily on *Storkamp* to support its argument. In *Storkamp*, we reversed a district court's denial of a bond reinstatement because “the district court assumed that the defendant's bad-faith conduct automatically trumped [the surety's]

good-faith apprehension of [the defendant] and the lack of prejudice to the state,” thereby attributing a “preeminence to the bad-faith conduct of the defendant” that is not part of the *Shetsky* framework. *Id.* at 542-43. The circumstances here are distinguishable from those in *Storkamp*. Here, the district court did not base its *Shetsky* analysis only on Parker’s bad-faith conduct; it also based its analysis on the efforts Midwest Bonding undertook to apprehend Parker and its assessment of the weight of the other *Shetsky* factors. We discern no clear error in the district court’s determination that Parker’s failure to appear was in bad faith and that his bad faith was attributable to Midwest Bonding. Thus, the district court acted within its discretion in determining that this factor weighs against reinstatement of the bond.

C. Good-Faith Efforts to Apprehend Defendant

The third factor is “the good-faith efforts of the bond company to apprehend and produce the defendant.” *Askland*, 784 N.W.2d at 62. The district court deemed this factor neutral. Midwest Bonding contends that this factor weighs in favor of reinstatement because Midwest Bonding made good-faith efforts to apprehend Parker after he failed to appear at the March 11 hearing.

In its analysis of this factor, the district court found that Midwest Bonding “didn’t make efforts to apprehend and produce the defendant.” This finding is not supported by the record. As is averred in Midwest Bonding’s affidavit filed in support of reinstatement, and as the district court acknowledged in other parts of its order, Midwest Bonding monitored jail records, attempted to contact Parker using his known contact information, and hired a recovery team to help find Parker. The district court also observed that, in

January 2024, Parker had a warrant in another case and that a warrant for violating conditions of release was not issued for Parker in this case. The relevance of this information to the question of whether Midwest Bonding made reasonable efforts to apprehend Parker is unclear. By relying on a clearly erroneous factual finding and considerations not relevant to the question of whether Midwest Bonding made good-faith efforts to apprehend Parker, the district court abused its discretion in analyzing the third *Shetsky* factor.

D. Prejudice to the State

The fourth and final factor is “any prejudice to the State in its administration of justice.” *Askland*, 784 N.W.2d at 62. The district court determined that this factor weighs against reinstatement because the delay resulting from Parker’s failure to appear hindered the state’s “ability to successfully prosecute the charged crimes.” Midwest Bonding argues that this factor weighs in favor of reinstatement because the state did not respond to Midwest Bonding’s petition for reinstatement, and thus did not meet its burden to show prejudice.³

In *Askland*, the supreme court determined that the burden is on the state to show prejudice under the fourth *Shetsky* factor. *Id.* The supreme court thus concluded that the district court abused its discretion by weighing the fourth *Shetsky* factor against reinstatement when the state did not argue that it was prejudiced by way of lost witnesses or evidence or through undue expense in retrieving the defendant. *Id.* at 63. Here, as in

³ The state also did not file a brief in this appeal.

Askland, the state did not make any argument or present evidence showing it was prejudiced by Parker's absence. Because the state bears the burden on the fourth *Shetsky* factor to demonstrate that it was prejudiced and the state failed to carry that burden in this case, the district court's determination that this factor weighs against reinstatement was based on an error of law. As such, the district court's analysis of this factor was likewise an abuse of discretion.

In sum, the district court made erroneous factual findings on the first and third *Shetsky* factors, and its analysis under the fourth *Shetsky* factor involved an error of law. Therefore, we reverse the district court's denial of Midwest Bonding's motion for reinstatement of the forfeited bond and remand for the district court to reconsider the *Shetsky* factors in a manner not inconsistent with this opinion. We express no opinion as to the weight of the first and third factor, nor as to the ultimate outcome of the *Shetsky*-factor analysis on remand.

Reversed and remanded.