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12 Cross-Complainant KIARA CALDWELL

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 IN AND FOR THE COUNTY OF ALAMEDA

15 BBBB BONDING CORPORATION dba  
16 BAD BOYS BAIL BONDS,

17 Plaintiff,

18 v.

19 KIARA FERRARI CALDWELL aka KIARA  
FERRARI CLADWELL, and DOES 1  
20 through 10, inclusive,

21 Defendant.

22 KIARA CALDWELL, on behalf of herself  
23 and persons similarly situated,

24 Cross-Complainant,

25 v.

26 BBBB BONDING CORPORATION dba  
BAD BOYS BAIL BONDS and ROES 1 to  
27 10, inclusive,

28 Cross-Defendants.

Case No. RG19041553

CLASS ACTION

*Limited civil case reclassified by this pleading  
as an Unlimited civil case*

**CLASS-ACTION CROSS-COMPLAINT  
FOR RESTITUTION, PRELIMINARY  
AND PERMANENT INJUNCTION, AND  
DECLARATORY AND OTHER  
EQUITABLE RELIEF; EXHIBITS A-C**

Date Filed: October 30, 2019

Trial Date: None Set

1 **CLASS-ACTION CROSS-COMPLAINT**

2 Cross-Complainant Kiara Caldwell, on behalf of herself and all persons similarly situated,  
3 brings this action against Cross-Defendant BBBB Bonding Corporation dba Bad Boys Bail Bonds  
4 (“Bad Boys”), alleging as follows:

5 **INTRODUCTION**

6 1. Ms. Caldwell brings this class action to put an end to Bad Boys’ systemic and  
7 pervasive violations of California’s consumer and fair competition laws.

8 2. Bad Boys’ business model rests in large part on its noncompliance with California  
9 law. Bad Boys targets the family and friends of recent arrestees; it deceives them as to Bad Boys’  
10 role in the bail bond process; and it convinces them to cosign broad, legally unenforceable credit  
11 bail agreements. In the process, Bad Boys also fails to discharge its legally mandated duties as a  
12 commercial bail bond company.

13 3. Bad Boys uses its unenforceable credit bail agreements to make illegitimate,  
14 surprise demands for large sums of money, including punitive fees for nonpayment. Bad Boys  
15 has extracted huge sums of money — typically from those least able to afford it — in recent  
16 years.

17 4. In light of Bad Boys’ improper and unlawful conduct, Ms. Caldwell is entitled to  
18 restitution, preliminary and permanent injunctive relief, declaratory relief, and other relief as  
19 requested herein — on her own behalf, on behalf of those similarly situated, and on behalf of the  
20 California public.

21 **THE PARTIES**

22 5. Cross-Complainant Kiara Caldwell is a privately employed security guard residing  
23 in Sacramento County.

24 6. Cross-Defendant Bad Boys is and was, at all times mentioned in this cross-  
25 complaint, a California corporation that provides bail bonds and bail bond financing to consumers  
26 across California.

27 7. Bad Boys has its primary place of business at 595 Park Avenue, Suite 200, San  
28 Jose, California 95110. Bad Boys has its Alameda County storefront at 478 7th Street, Oakland,

1 California 94607. In addition to its San Jose corporate headquarters and Oakland storefront, Bad  
2 Boys has storefronts in San Jose, Modesto, Los Angeles, Santa Ana, and San Diego.

3 8. The true names and capacities of Cross-Defendants Roes 1 through 10 are  
4 unknown. Roes 1 through 10 are therefore sued by fictitious names. Ms. Caldwell will seek  
5 leave to amend this cross-complaint to allege true names and capacities of the fictitiously named  
6 Cross-Defendants when their identities have been ascertained. On information and belief, the  
7 fictitiously named Cross-Defendants or their agents are responsible, at least in part, for the events  
8 and happenings alleged in this cross-complaint, and they proximately caused Ms. Caldwell's  
9 damages.

10 9. On information and belief, each Cross-Defendant was at all times an agent of each  
11 other Cross-Defendant and was acting within the course and scope of its authority or agency  
12 relationship. On information and belief, each Cross-Defendant had knowledge of, authorized,  
13 ratified, or participated in the conduct of each other Cross-Defendant.

#### 14 **JURISDICTION AND VENUE**

15 10. This Court has personal jurisdiction over Bad Boys because it is a California  
16 corporation and has submitted itself to the jurisdiction of this Court by filing the underlying  
17 Complaint.

18 11. Venue is proper in Alameda County because the underlying Complaint was filed  
19 in Alameda County.

20 12. Venue is further proper in Alameda County because this action arises from an  
21 extension of consumer credit reflected in a purported contract signed in Alameda County. *See*  
22 *Code Civ. Proc. § 395.*

23 13. Venue is further proper in Alameda County because this action arises from an  
24 extension of consumer credit reflected in a purported contract signed by Ms. Caldwell while she  
25 was residing in Alameda County. *See Code Civ. Proc. § 395.*

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1 **FACTUAL ALLEGATIONS**

2 **I. In California, cash bail is typically paid using a consumer credit loan**  
3 **backed by a cosigner.**

4 14. In California, after a person is arrested and booked for allegedly committing a  
5 criminal offense, there are two options: the arrestee may be kept in jail to await further legal  
6 proceedings, or the arrestee may be released with orders to return at a later date. In the latter  
7 scenario, the arrestee’s release is typically accompanied by certain conditions. These conditions  
8 are known as “bail.”

9 15. Under California’s current cash-bail system, the most significant conditions of an  
10 arrestee’s release are financial. An arrestee will not be released unless they “post” bail in the  
11 form of a large cash bail bond. This cash bail bond is forfeited if the arrestee does not return to  
12 court as required, but is otherwise refundable.

13 16. The median cash bail in California is roughly \$50,000.

14 17. Many, if not most, Californians do not have ready access to the large sums of cash  
15 necessary for posting cash bail bonds on their own. Nor do their family and friends. According  
16 to one recent survey, even before the coronavirus pandemic, nearly one in five Bay Area residents  
17 had less than \$400 in savings, and nearly a third of Bay Area residents regularly ran out of money  
18 before the end of the month. As a result of the high cost of bail, most people resort to commercial  
19 bail bond companies.

20 18. Commercial bail bond companies post a surety bail bond on the arrestee’s behalf  
21 in exchange for a “premium” payment. This premium is typically set at 10% of the cash bail  
22 amount, and is *not* refundable. A premium will not be refunded even if a person returns to court  
23 as required, has charges dropped, or is found innocent. As a result, one notable effect of the cash  
24 bail system is to extract a nonrefundable premium *specifically* from individuals who are strapped  
25 for cash, using continued incarceration as leverage.

26 19. Given the high cost of cash bail, many Californians also lack ready access to the  
27 cash necessary to pay a 10% premium for a bail bond. As a result, commercial bail bond  
28 companies will often provide, as an additional service, bail bond premium financing. This

1 arrangement is sometimes known as “credit bail,” as it amounts to purchasing a bail bond through  
2 an ordinary consumer credit transaction.

3 20. When extending credit bail, commercial bail bond companies generally require at  
4 least one cosigner to assume responsibility for the financed bail bond premium in addition to the  
5 arrestee.

6 21. Commercial bail bond companies offload their surety risk by requiring the arrestee  
7 and cosigner to assume financial responsibility for the potential costs to the bail bond company —  
8 including the amount of any forfeited cash bail, the costs of ensuring that the arrestee appears in  
9 court, and other fees and expenses incurred.

10 22. The result of the typical credit bail arrangement is that an arrestee and cosigner  
11 bear the same financial risk they would bear if they paid bail fully in cash; but they are charged a  
12 nonrefundable fee specifically for lacking the resources to do so. Commercial bail bond  
13 companies bear little if any risk for the limited services they provide, yet they reap considerable  
14 financial rewards from those least able to pay, under purported contracts signed at particularly  
15 difficult and vulnerable moments for arrestees and their family members and friends who serve as  
16 cosigners.

17 **II. Bad Boys, like many commercial bail bond companies, offers its own**  
18 **consumer credit loans to arrestees and cosigners.**

19 23. On information and belief, Bad Boys is a typical commercial bail bond company,  
20 in that it follows the practices described in the foregoing paragraphs. Bad Boys generally sets  
21 10% bail bond premiums for its surety bail bonds. Bad Boys offers bail bond premiums on credit,  
22 to be repaid in lengthy installments.

23 24. As a rule, Bad Boys also requires cosigners for its bail bond agreements, and it  
24 requires cosigners to assume responsibility for financed bail bond premiums.

25 25. Bad Boys requires arrestees and cosigners seeking bail loans to sign three  
26 documents: an Unpaid Premium Agreement, an Indemnity Agreement, and an  
27 Indemnitor/Guarantor Checklist (collectively, the “Credit Bail Agreements”).  
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1           26.     For a cosigner, one of the primary effects of the Credit Bail Agreements,  
2 notwithstanding disputes over their validity or enforceability, is to make the cosigner fully  
3 responsible for repayment of the consumer loan through which the bail bond premium is  
4 financed. Bad Boys provides no notice to cosigners, before they cosign the Credit Bail  
5 Agreements, that the cosigners are fully responsible for the repayment of the loan.

6           27.     On information and belief, the form and substance of Bad Boys' Credit Bail  
7 Agreements has not changed materially since October 30, 2015.

8           **III.     Bad Boys calls Ms. Caldwell to ask her to bail out a close friend.**

9           28.     On or about the late afternoon of June 21, 2018, Ms. Caldwell received a phone  
10 call from a man who identified himself as a Bad Boys representative at the company's Oakland  
11 storefront. The representative told Ms. Caldwell that her friend Dareauna Chambers needed to be  
12 bailed out of jail for a recent arrest.

13          29.     On information and belief, Ms. Chambers was arrested earlier in the day on June  
14 21, 2018 for a shoplifting incident at an East Bay clothing store.

15          30.     The Bad Boys representative initially told Ms. Caldwell that Ms. Chambers could  
16 be bailed out for \$1000. When Ms. Caldwell stated that she didn't have immediate access to  
17 \$1000, the representative told her to come to Bad Boys' Oakland location to "sign some  
18 paperwork" that would allow Ms. Chambers to be released. This entire conversation with the Bad  
19 Boys representative lasted only a few minutes.

20          31.     Ms. Caldwell agreed to go to the Bad Boys location in Oakland. At the time, Ms.  
21 Caldwell was working as a security guard in Alameda, attending classes at Chabot College, and  
22 operating on a limited personal budget. However, Ms. Caldwell and Ms. Chambers had been  
23 close friends for many years, and Ms. Caldwell was concerned about her friend's wellbeing and  
24 the possibility that Ms. Chambers would be unable to post bail and would be forced to remain in  
25 jail without help. Ms. Caldwell knew that Ms. Chambers had few family members or friends to  
26 rely on.

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1           **IV. Bad Boys moves swiftly to procure cash and signatures, without regard for**  
2           **the illegality of its Credit Bail Agreements.**

3           32. After the phone call from Bad Boys, Ms. Caldwell went directly to the company's  
4 Oakland storefront, where she met in person with the Bad Boys representative she had spoken to  
5 on the phone. The Bad Boys representative told Ms. Caldwell that Ms. Chambers could be  
6 released for \$500 in cash if Ms. Caldwell signed certain paperwork.

7           33. The Bad Boys representative told Ms. Caldwell that the effect of Bad Boys'  
8 paperwork was to require Ms. Chambers to pay the amount of her financed bail bond — either  
9 with lower monthly installments if Ms. Chambers came to the office with \$500 in cash after her  
10 release, or with higher monthly installments if she didn't. The representative explained to  
11 Ms. Caldwell that Ms. Chambers would be expected to come to the Oakland storefront after her  
12 release to sign paperwork to this effect.

13           34. At no point did the Bad Boys representative explain to Ms. Caldwell that  
14 Ms. Caldwell would be obligated on the consumer credit agreement for the full bail bond  
15 premium or for any other costs or expenses.

16           35. At no point did the Bad Boys representative explain to Ms. Caldwell that the  
17 money Ms. Caldwell put down, or any other sums received in connection with bail for  
18 Ms. Chambers, would not be refunded.

19           36. Ms. Caldwell's entire interaction with Bad Boys was rushed and pressured.  
20 Ms. Caldwell was simply told where to sign or initial, with the Bad Boys representative offering  
21 no explanation of the particular terms of the agreements and, worse, failing to describe the scope  
22 of Ms. Caldwell's liability under the purported agreements. On information and belief, the Bad  
23 Boys representative rushed through the cosigning process specifically so as to prevent  
24 Ms. Caldwell from fully understanding the process and to prevent questioning and clarification.

25           37. Bad Boys ultimately had Ms. Caldwell sign three documents — its Credit Bail  
26 Agreements — in quick succession. The terms of the Credit Bail Agreements are internally  
27 inconsistent and, in some cases, unintelligible. However, as relevant here, the Credit Bail  
28 Agreements and their key features are as follows:

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- a. The first Credit Bail Agreement was an Unpaid Premium Agreement, a signed copy of which is attached as **Exhibit A**. This agreement purports to set a balance due of \$4,500, with installment payments over the following 10 to 18 months.
- b. The second Credit Bail Agreement was an Indemnity Agreement, a signed copy of which is attached as **Exhibit B**. This agreement purports to make Ms. Caldwell liable for the bail bond premium, to be renewed annually.
- c. The third Credit Bail Agreement was an Indemnitor/Guarantor Checklist, a signed copy of which is attached as **Exhibit C**. This document purports to restate the terms of the Indemnity Agreement.

38. To the extent they qualify as contracts, each of the Credit Bail Agreements is a contract of adhesion.

39. Bad Boys also had Ms. Caldwell list her current employer and assets, as well as the names and contact information of three references. One of the references for whom Ms. Caldwell provided contact information was her mother.

40. Ms. Caldwell's entire visit to Bad Boys lasted no more than 15 minutes. Much of that time consisted of Ms. Caldwell going to an ATM to withdraw cash, as the Bad Boys representative refused to accept Ms. Caldwell's \$500 payment via debit card.

41. Bad Boys did not provide Ms. Caldwell with anything in writing other than copies of the Credit Bail Agreements.

42. Had Bad Boys explained that Ms. Caldwell's obligation as a cosigner included a financial obligation for the full financed bail bond premium of \$4,500, Ms. Caldwell would not have agreed to cosign or provide an initial payment.

43. Had Bad Boys fully explained the consequences of cosigning the Credit Bail Agreements, including the fact that the bail bond premium and any installments or other amounts paid were nonrefundable, Ms. Caldwell would not have agreed to cosign or provide an initial payment.



1           44.     On information and belief, Ms. Chambers was released from jail on the evening of  
2 June 21, 2018, and later signed the Unpaid Premium Agreement, Indemnity Agreement, and  
3 Guarantor/Indemnitor Checklist.

4           **V.     Bad Boys violates California consumer law.**

5           45.     California recognizes that cosigners to consumer credit agreements are often  
6 confused, misled, or actively deceived as to the nature and scope of their obligations as cosigners.  
7 As a result, California has enacted a rigorous and well-defined set of consumer protection rules  
8 specific to cosigners, the centerpiece of which is a thorough notice provision.

9           46.     Specifically, under Civil Code section 1799.91, notice must be provided to any  
10 cosigner on a consumer credit contract who does not in fact receive any of the money, property,  
11 or services that are the subject matter of the consumer credit contract. Notice must be provided  
12 either immediately above the space reserved for the cosigner's signature or on a separate sheet of  
13 paper.

14           47.     Civil Code section 1799.91 mandates specific language for the Notice to Cosigner,  
15 which is required to be provided in at least 10-point font in English and Spanish. The English  
16 text must read:

17                   You are being asked to guarantee this debt. Think carefully before  
18 you do. If the borrower doesn't pay the debt, you will have to. Be  
19 sure you can afford to pay if you have to, and that you want to accept  
this responsibility.

20                   You may have to pay up to the full amount of the debt if the  
21 borrower does not pay. You may also have to pay late fees or  
collection costs, which increase this amount.

22                   The creditor can collect this debt from you without first trying to  
23 collect from the borrower. The creditor can use the same collection  
24 methods against you that can be used against the borrower, such as  
25 suing you, garnishing your wages, etc. If this debt is ever in default,  
that fact may become a part of your credit record.

26                   This notice is not the contract that makes you liable for the debt.

27           48.     Under Civil Code section 1799.95, a creditor who fails to provide a compliant  
28 notice is expressly prohibited from bringing any action to enforce the contract.

1           49.     Bad Boys was required to provide a Notice to Cosigner to Ms. Caldwell because  
2 its Credit Bail Agreements qualify, individually and collectively, as “consumer credit contracts”  
3 under Civil Code section 1799.90(a).

4           50.     A “consumer credit contract” is defined under Civil Code section 1799.90(a) as an  
5 obligation to pay money on a deferred payment basis, where the money, property, services, or  
6 other consideration which is the subject matter of the contract is primarily for personal, family, or  
7 household purposes, and where at least one of six qualifying conditions applies.

8           51.     The Credit Bail Agreements, individually and collectively, are consumer credit  
9 contracts under Civil Code section 1799.90(a) because they are obligations to pay money on a  
10 deferred payment basis, where the subject matter of the contract is primarily for personal, family,  
11 or household purposes, and at least two different qualifying conditions apply.

12           52.     *First*, the Credit Bail Agreements are consumer credit contracts within the  
13 meaning of Civil Code section 1799.90(a)(4) because they are a “loan[] or extension[] of credit  
14 secured by other than real property, or unsecured, for use primarily for personal, family or  
15 household purposes.”

16           53.     *Second*, the Cosigner Agreements are a consumer credit contract within the  
17 meaning of Civil Code section 1799.90(a)(1) because they are a retail installment contract, which  
18 is defined under Civil Code section 1802.6 as any contract for a retail installment sale between a  
19 “seller” and a “buyer” that provides for payment in more than four installments.

20           54.     A retail “seller” is defined under Civil Code section 1802.3 as a person engaged in  
21 the business of furnishing “services” to retail buyers. “Services,” in turn, are defined in relevant  
22 part under Civil Code section 1802.2 as “work, labor and services, for other than a commercial or  
23 business use.”

24           55.     A retail “buyer” is defined under Civil Code section 1802.4 as a person who buys  
25 goods or obtains services from a retail seller in a retail installment sale and not principally for the  
26 purpose of resale.

27           56.     Bad Boys qualifies as a “seller,” Ms. Chambers qualifies as a “buyer,” and the  
28 Unpaid Premium Agreement provides for payments in more than four installments.

1           57.     Bad Boys was thus required to provide a Notice of Cosigner to Ms. Caldwell  
2 because she is a cosigner within the definition of Civil Code section 1799.91. Bad Boys collected  
3 the signatures of more than one person on its consumer credit contracts, and Ms. Caldwell did not  
4 in fact receive any of the money, property, or services which were the subject matter of the  
5 consumer credit contract. Instead, Ms. Chambers received Bad Boys' services to secure her  
6 pretrial release from jail.

7           58.     However, at no point, either before or after Ms. Caldwell cosigned the Credit Bail  
8 Agreements, did Bad Boys provide a Notice to Cosigner or any remotely comparable document  
9 or information.

10          59.     On information and belief, Bad Boys does not provide and has never provided a  
11 Notice to Cosigner to any cosigners of Bad Boys' Credit Bail Agreements.

12          60.     On information and belief, Ms. Caldwell's experience at Bad Boys is consistent  
13 with Bad Boys' training, policies, and practices, and, in all respects material to the enforceability  
14 of the Credit Bail Agreements, is typical of and common to the experience of all cosigners of Bad  
15 Boys' Credit Bail Agreements across California.

16           **VI.     Bad Boys violates the regulations governing commercial bail bond companies.**

17          61.     In an effort to ensure the transparency and regularity of the commercial bail bond  
18 industry, California requires that all commercial bail bond companies provide a list of essential  
19 information, in a "numbered document," upon or immediately after the release of any arrestee.  
20 This information, reflected in California Code of Regulations, title 10, section 2083, includes the  
21 name of the surety insurer; the name and address of the bail licensee; the name of the arrestee; the  
22 date of release of the arrestee; the date, time, and place of the arrestee's required appearance; the  
23 amount of bail; the offenses with which the arrestee is charged; the premium or charge; an  
24 itemization of all actual expenses, supported by vouchers and receipts; the total amount of all  
25 charges; the amount received on account; the unpaid balance; and a description of and receipt for  
26 any collateral received and a statement of any conditions relating thereto, including a copy of any  
27 written agreement executed in connection therewith.

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1           62. Ms. Caldwell was never provided with the mandated “numbered document”  
2 containing essential bail-related information.

3           63. On information and belief, Bad Boys does not provide cosigners with a compliant  
4 “numbered document” containing all essential bail-related information.

5           64. On information and belief, Ms. Caldwell’s experience at Bad Boys is consistent  
6 with Bad Boys’ training, policies, and practices, and, in all respects material to the legally  
7 mandated “numbered documents,” is typical of and common to the experience of all cosigners of  
8 Bad Boys’ Credit Bail Agreements across California.

9           **VII. Bad Boys immediately begins harassing Ms. Caldwell, her family, and her**  
10           **employer on an unenforceable debt.**

11           65. On or about July 2018, within weeks of Ms. Caldwell cosigning the Credit Bail  
12 Agreements, Bad Boys began harassing Ms. Caldwell for installment payments. Bad Boys called  
13 Ms. Caldwell’s personal phone repeatedly, demanding payments to which Ms. Caldwell did not  
14 believe she was obligated, on debt that California law makes explicitly unenforceable.

15           66. When Ms. Caldwell began declining Bad Boys’ calls, Bad Boys began calling  
16 from blocked phone numbers to disguise the identity of the caller. Bad Boys made numerous  
17 calls over the course of several months.

18           67. On multiple occasions, Bad Boys representatives made inappropriate and unlawful  
19 threats during their phone conversations with Ms. Caldwell. For example, in one instance, a Bad  
20 Boys representative threatened Ms. Caldwell with a personal lawsuit if she failed to make the  
21 payments demanded, despite the debt being unenforceable and any such suit being forbidden by  
22 law. The representative also stated that Ms. Caldwell could lose her job unless she complied with  
23 Bad Boys’ demands.

24           68. Bad Boys’ calls continued regularly through roughly September 2018. The calls  
25 were so persistent and noxious that Ms. Caldwell was forced to change her personal phone  
26 number.

27           69. Bad Boys also made repeated, harassing phone calls to Ms. Caldwell’s mother,  
28 whom Ms. Caldwell had listed as a reference during her rushed encounter at Bad Boys’ Oakland

1 storefront. Bad Boys never advised Ms. Caldwell that it might contact her references for this  
2 purpose, nor did it request permission to do so. Ms. Caldwell would never have consented to  
3 such contact had she been informed or asked.

4 70. On information and belief, Bad Boys called Ms. Caldwell's mother daily, or more  
5 than daily, despite her requests that it stop doing so. Ms. Caldwell's mother was eventually  
6 forced to block Bad Boys' calls to avoid Bad Boys' continued harassment.

7 71. Bad Boys also made repeated phone calls to Ms. Caldwell's employer, requesting  
8 to speak with Ms. Caldwell. On some occasions, Bad Boys representatives identified themselves  
9 and stated that the reason they were calling was to collect on a bail bond premium. On other  
10 occasions, Bad Boys representatives did not identify themselves, but Ms. Caldwell suspected the  
11 identity of the caller because she had no reason to receive personal calls at her place of  
12 employment.

13 72. In late September or October 2018, Ms. Caldwell received a written statement in  
14 the mail from Bad Boys representing that she owed a certain amount of money to Bad Boys. This  
15 statement is the only written statement Ms. Caldwell received from Bad Boys, and the only  
16 written document Ms. Caldwell received from Bad Boys after her brief encounter at its Oakland  
17 storefront.

18 **VIII. Bad Boys files suit for an unenforceable debt.**

19 73. Bad Boys filed the underlying Complaint in this action on October 30, 2019,  
20 seeking to enforce a debt that California law makes explicitly unenforceable. The underlying  
21 Complaint asserts a breach of contract claim and common counts premised on the Credit Bail  
22 Agreements.

23 74. Bad Boys was issued a summons on October 30, 2019. However, it failed to serve  
24 the summons on Ms. Caldwell, and it failed to make Ms. Caldwell aware of the suit against her.  
25 On information and belief, Bad Boys made no attempt to serve the summons for over five  
26 months. Since that time, Bad Boys has never properly served Ms. Caldwell.

27 75. On March 16, 2020, Bad Boys filed a proof of service of summons representing  
28 that substitute service was attempted at the home of Ms. Caldwell's mother in Hercules.

1           76. Ms. Caldwell does not live at her mother's home in Hercules; nor did she live at  
2 her mother's home in Hercules at the time substitute service was attempted.

3           77. On information and belief, Ms. Caldwell's mother made clear that Ms. Caldwell  
4 did not reside at the Hercules residence, and informed the process server that service would not be  
5 accepted. On information and belief, the process server ignored Ms. Caldwell's mother; Bad  
6 Boys was aware of this error; and Bad Boys has never made any attempt to correct it.

7           78. Bad Boys' attempted service at the Hercules residence was improper and  
8 ineffective.

9           79. On May 11, 2020, Bad Boys filed an amended proof of service of summons that  
10 again showed service had improperly and ineffectively been attempted at a home in Hercules  
11 where Ms. Caldwell did not reside, where Bad Boys was informed that Ms. Caldwell did not  
12 reside, and where the resident had informed the process server that service would not be accepted.

13           80. Ms. Caldwell has yet to be properly served with notice of the underlying action  
14 against her.

15           81. To date, Ms. Caldwell has paid a total of \$500 to Bad Boys, which Bad Boys  
16 improperly and unjustly retains.

17           82. To date, Bad Boys has incurred no more than a de minimis cost in providing  
18 services to Ms. Caldwell.

19           83. On information and belief, Bad Boys has incurred little to no actual cost in  
20 providing services to Ms. Chambers.

21           84. On information and belief, Bad Boys routinely brings civil actions against  
22 cosigners across California to collect on unenforceable Credit Bail Agreements, and has done so  
23 on numerous occasions since October 30, 2015.

24           85. On information and belief, Bad Boys intends to continue its current acts and  
25 practices, as alleged herein, and will do so unless and until enjoined by the Court.

26                                   **CLASS-ACTION ALLEGATIONS**

27           86. The preceding paragraphs are incorporated by reference as if fully alleged herein.  
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1           87. Ms. Caldwell brings this action on her own behalf and on behalf of all other  
2 persons similarly situated pursuant to Code of Civil Procedure section 382.

3           88. Ms. Caldwell requests certification of the following class:

4                   Every cosigner of a Bad Boys bail bond agreement signed on or after  
5                   October 30, 2015 in California, or for which payment was owed,  
6                   made, or sought on or after October 30, 2015.

7           89. The members of this Class are so numerous that joinder of all members is  
8 impractical. On information and belief, Bad Boys requires cosigners on all of its Credit Bail  
9 Agreements, and it subjects all cosigners to the same treatment to which Ms. Caldwell was  
10 subject — including the lack of a Notice to Cosigner and the lack of a numbered statement.

11           90. On information and belief, Bad Boys has brought dozens of actions attempting to  
12 enforce cosigner debt specifically invalidated by California law for lack of a Notice to Cosigner;  
13 Bad Boys is continuing to bring numerous such actions; and Bad Boys will continue doing so  
14 unless enjoined from doing so.

15           91. Although the exact number of Class Members is not known at this time, the  
16 number and identity of Class Members can be readily ascertained from Bad Boys' electronic  
17 records and superior court records.

18           92. Although there are numerous Class Members, common issues of law and fact are  
19 so numerous and substantial that resolving these issues collectively would yield considerable  
20 benefits for the litigants, the Class, the public, and the Court. The common questions include but  
21 are not limited to the following:

- 22                   a. Whether each and all of the Credit Bail Agreements are consumer credit  
23                   contracts;
- 24                   b. Whether Bad Boys provides a Notice to Cosigner consistent with Civil  
25                   Code sections 1799.90 to 1799.104;
- 26                   c. Whether Bad Boys provides a numbered list consistent with California  
27                   Code of Regulations, title 10, section 2083;
- 28

- 1 d. Whether Bad Boys violated the Unfair Competition Law (“UCL”), Bus. &
- 2 Prof. Code §§ 17200-17210;
- 3 e. Whether Class Members are entitled to restitution under the UCL as
- 4 requested herein;
- 5 f. Whether Class Members are entitled to injunctive relief under the UCL as
- 6 requested herein;
- 7 g. Whether Bad Boys is unjustly enriched by retaining the amounts received
- 8 from Class Members under the Credit Bail Agreements; and
- 9 h. Whether Class Members are entitled to declaratory relief as requested
- 10 herein.

11 93. These common questions of law and fact are substantial, such that Class Members  
12 share a well-defined community of interest. A collective outcome of these issues would be  
13 determinative of Class Members’ claims. Proof of a common set of facts will establish the right  
14 of each Class Member to recover.

15 94. On information and belief, Ms. Caldwell’s situation is typical of the situation of  
16 other Class Members, and her claims are typical of the claims of other Class Members.

17 95. Ms. Caldwell can and will fairly and adequately represent and protect the interests  
18 of the proposed Class. On information and belief, Ms. Caldwell has no interest that conflicts with  
19 or is antagonistic to the interests of the Class or Class Members.

20 96. Ms. Caldwell has employed attorneys who are competent and experienced in  
21 consumer class actions, and who are able and equipped to adequately and vigorously pursue this  
22 class action on behalf of all Class Members.

23 97. A class action is superior to other available methods for the fair and efficient  
24 adjudication of the claims asserted herein, particularly in light of the following:

- 25 a. A community of interest exists in light of the prevalence of common,
- 26 dispositive questions of law and fact. There would be enormous
- 27 economies for the litigants, the Class, the public, and the Court in litigating
- 28 common questions on a classwide basis.



- 1           b.     Prosecution of separate actions by individual members of the Class would  
2                    create a risk of inconsistent or varying adjudications with respect to  
3                    common questions amenable to classwide proof on a single classwide  
4                    record.
- 5           c.     Many Class Members are unaware of their rights to prosecute these claims.
- 6           d.     Many Class Members lack the means to secure legal assistance.
- 7           e.     The relatively small amount of restitution at stake in an individually  
8                    litigated case substantially diminishes the interest and value of Class  
9                    Members in prosecuting separate actions. Despite the relatively small size  
10                   of individual claims, their aggregate volume coupled with the economies of  
11                   scale inherent in litigating similar claims on a common basis will enable  
12                   this case to be litigated efficiently and effectively as a class action.
- 13          f.     No unusual difficulties are likely to be encountered in the management of  
14                    the Class.

15           98.     On information and belief, Bad Boys' treatment of Class Members does not differ  
16                    and has not differed from one individual to the next in any way material to the resolution of class  
17                    claims. Restitution, preliminary injunctive relief, permanent injunctive relief, and declaratory  
18                    relief are therefore appropriate and easily administered and enforced with respect to the Class as a  
19                    whole.

20                                   **FIRST CAUSE OF ACTION**  
21                                   **(Bus. & Prof. Code §§ 17200-17210)**

22                                   Against all Cross-Defendants

23           99.     The preceding paragraphs are incorporated by reference as if fully alleged herein.

24           100.    The UCL prohibits any unlawful, unfair, or fraudulent business act or practice.  
25                    *See* Bus. & Prof. Code § 17200.

26           101.    Bad Boys' acts and practices as alleged herein are unlawful because they violate  
27                    Civil Code sections 1799.91, 1799.92, 1799.93, and 1799.95. Bad Boys does not provide Class  
28                    Members with the legally mandated Notice to Cosigner.

1           102. Bad Boys' acts and practices as alleged herein are further unlawful because they  
2 violate California Code of Regulations, title 10, section 2083. Bad Boys does not provide Class  
3 Members with the legally required numbered statement.

4           103. Bad Boys' acts and practices as alleged herein are unfair because:

- 5           a. They are immoral, unethical, oppressive, unscrupulous, substantially  
6           injurious to California consumers, and offend California public policy; and
- 7           b. Bad Boys' acts and practices impose grave harm on California consumers  
8           and have no countervailing public or private utility.

9           104. Bad Boys' acts and practices as alleged herein are also unfair because:

- 10          a. They impose substantial injury on consumers;
- 11          b. They have no countervailing benefits to consumers, but simply enable Bad  
12          Boys to deceive and mislead consumers into agreeing to obligations they  
13          otherwise wouldn't undertake, or would undertake only on fair terms;
- 14          c. They have no countervailing benefits to competition, but actively harm  
15          competition by according Bad Boys an unfair advantage over competitors  
16          that are in compliance with California consumer law; and
- 17          d. The injury Bad Boys imposes on consumers is not one the consumers could  
18          reasonably have avoided in light of Bad Boys' active and extensive  
19          violations of California law.

20           105. Bad Boys' acts and practices as alleged herein are also unfair because they  
21 significantly threaten and harm competition as described above.

22           106. As a result of Bad Boys' acts and practices, Ms. Caldwell executed purported  
23 Credit Bail Agreements she would not otherwise have executed; and Ms. Caldwell made  
24 payments on purported Credit Bail Agreements that she would not otherwise have made, that she  
25 was not obligated to make, to which Bad Boys has no entitlement, and that Bad Boys improperly  
26 retains. Ms. Caldwell suffered injury-in-fact and lost money, and thus has standing to bring this  
27 claim.

28

1           107. As a result of Bad Boys' acts and practices, Class Members executed purported  
2 Credit Bail Agreements they would not otherwise have executed; and Class Members made  
3 payments on purported Credit Bail Agreements that they would not otherwise have made, that  
4 they were not obligated to make, to which Bad Boys has no entitlement, and that Bad Boys  
5 improperly retains.

6           108. Absent preliminary and permanent injunctive relief, Class Members will continue  
7 to suffer significant injury, Class Members will be at risk of significant future injury, and the  
8 general public will be at risk of significant future injury. This action is in the public interest and  
9 will confer a benefit on the public by enjoining the unlawful and unfair acts and practices of Bad  
10 Boys, which have a substantial negative impact on consumers and competition.

11           109. Ms. Caldwell and Class Members request the relief specified below.

12                                       **SECOND CAUSE OF ACTION**  
13                                       **(Declaratory judgment)**

14                                       Against all Cross-Defendants

15           110. The preceding paragraphs are incorporated by reference as if fully alleged herein.

16           111. An actual, present controversy exists between Bad Boys and Class Members  
17 concerning their respective rights and duties in connection with the Credit Bail Agreements, and  
18 concerning the legal consequences resulting from the facts alleged herein, including:

- 19               a. Whether each and all of Class Members' Credit Bail Agreements are  
20 consumer credit contracts pursuant to 1799.90(a)(4);  
21               b. Whether each and all of Class Members' Credit Bail Agreements are  
22 consumer credit contracts pursuant to 1799.90(a)(1);  
23               c. Whether each and all of Class Members' Credit Bail Agreements are  
24 unenforceable;  
25               d. Whether Bad Boys has violated the applicable provisions of Civil Code  
26 sections 1799.90 to 1799.104 with respect to each and all of Class  
27 Members' Credit Bail Agreements;

1 e. Whether Bad Boys has violated California Code of Regulations, title 10,  
2 section 2083, with respect to Class Members; and

3 112. A judicial declaration is presently necessary and appropriate to determine the  
4 rights and obligations of the parties.

5 113. Ms. Caldwell and Class Members request the relief specified below.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Cross-Complainant Kiara Caldwell prays for judgment against each and  
8 all of Cross-Defendants as follows:

9 **As to the first cause of action,**

- 10 1. Restitution of all sums paid by Ms. Caldwell and Class Members;
- 11 2. Preliminary and permanent injunctive relief:
- 12 a. barring Bad Boys from attempting to collect on or enforce its unfair,  
13 unlawful, and unenforceable agreements, including the Unpaid Premium  
14 Agreement, Indemnity Agreement, and Indemnitor/Guarantor Checklist;
- 15 b. barring Bad Boys from attempting to sell or transfer interests in its  
16 unenforceable debt;
- 17 c. requiring Bad Boys to notify cosigners that the Credit Bail Agreements are  
18 unenforceable;
- 19 d. requiring Bad Boys to provide cosigner notices that conform to the  
20 requirements of Civil Code sections 1799.90 to 1799.104;
- 21 e. requiring Bad Boys to provide numbered lists that confirm to the  
22 requirements of California Code of Regulations, title 10, section 2083; and
- 23 f. requiring Bad Boys to provide remedial policies and training for its  
24 workers that properly reflect Bad Boys' obligations under Civil Code  
25 section 1799.90 to 1799.104 and California Code of Regulations, title 10,  
26 section 2083;
- 27 3. Costs and attorneys' fees; and
- 28 4. Such other and further relief as the Court deems just and proper.

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**As to the second cause of action,**

- 1. A declaration that each and all of Class Members' Credit Bail Agreements are consumer credit contracts pursuant to 1799.90(a)(4);
- 2. A declaration that each and all of Class Members' Credit Bail Agreements are consumer credit contracts pursuant to 1799.90(a)(1);
- 3. A declaration that each and all of Class Members' Credit Bail Agreements are unenforceable;
- 4. A declaration that Bad Boys has violated the applicable provisions of Civil Code sections 1799.90 to 1799.104 with respect to each and all of Class Members' Credit Bail Agreements;
- 5. A declaration that Bad Boys has violated California Code of Regulations, title 10, section 2083, with respect to Class Members;
- 6. Costs and attorneys' fees; and
- 7. Such other and further relief as the Court deems just and proper.

Dated: October 26, 2020

KEKER, VAN NEST & PETERS LLP

By: 

LAURIE CARR MIMS  
JAY RAPAPORT  
NIALL MACKAY ROBERTS

LAWYERS' COMMITTEE FOR CIVIL  
RIGHTS OF THE SAN FRANCISCO  
BAY AREA

ELISA DELLA-PIANA

Attorneys for Defendant and  
Cross-Complainant KIARA CALDWELL

# **EXHIBIT A**



**BAD BOYS BAIL BONDS UNPAID  
PREMIUM AGREEMENT**

Defendant Name: Chambers, Dareauna

Date: 06/21/2018

Bail Amount: \$50,000

Jail: San Leandro Jail

Total Sale Amount: \$ \$5000

Less Amount Paid Down: \$ \$500

**BALANCE DUE: \$ \$4500**

The undersigned promises to pay the Balance Due of \$\$4500 in installments of \$\$450 each, with the first installment due on 10 Monthly payments of \$450 Due on the 21st of every month until paid in full and all subsequent installments due as follows:

10-Day Hold for \$500 Due in the Office on the 2nd if payment is made monthly payment will go down to \$250 for 18 Months  
Until paid in full

I have deposited as security against this premium balance.  
SIGNATURE [Signature]

I (we) have obtained a bail bond for the release of the above named defendant and I (we) promise to pay the Balance due as prescribed above. I (we) understand that if my payments are not received at the address stated below within five days of the scheduled due date, I (we) will be charged a ten percent (10%) late charge based on the scheduled payment amount. This obligation is payable, in full, on demand in the event of a forfeiture of the bond or the failure to make any scheduled payments. All payments should be mailed to:

Bad Boys Bail Bonds  
Attn: Accounting  
595 Park Ave, Suite #200  
San Jose, CA 95110

\* On all future payments made after the 10<sup>th</sup> day of this agreement, I agree to pay Bad Boys Bail Bonds, Inc. the above total amount plus an additional 3% to cover the credit card processing fees according to the card issuer agreement if paying by credit card.

**I HAVE READ AND AGREE WITH THE ABOVE DECLARATIONS.**

Signature: [Signature]

Signature: \_\_\_\_\_

Print: Kiara Caldwell

Print: \_\_\_\_\_

Date: 06/21/2018

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# **EXHIBIT B**



# INDEMNITY AGREEMENT FOR SURETY BAIL BOND THE NORTH RIVER INSURANCE COMPANY

The undersigned, called "First Party," make application to Bad Boys Bail Bonds called "Second Party," for execution by THE NORTH RIVER INSURANCE COMPANY, a corporation called "Surety" of a Bail Undertaking herein referred to as "Bail Bond" in the penal amount of \$50,000.00 for Chambers, Dareauna

called "Principal," and in consideration of the Second Party arranging for execution of continuance of this Bail Bond, First Party does jointly and severally agree as follows:

**FIRST:** To pay Second Party \$ \$5,000.00 per annum for this Bail Bond. The premium is fully earned upon the release of Principal. The fact that Defendant may have been improperly arrested, or his/her bail reduced or his case dismissed, shall not obligate the return of any portion of said premium. This Bond is renewable each year. First Party agrees to pay to Second Party a renewal premium in the amount stated above, twelve months after the date on which this Bond was executed. If said renewal premium is not paid upon written demand therefor Second Party or Surety has the right to surrender Principal, as provided in the California Penal Code, Section 1300, and exonerate the Bond.

**SECOND:** To reimburse Second Party and Surety for actual expenses incurred by Second Party or Surety in connection with the arranging and/or execution of Bail Bond or any renewal or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party, in accordance with regulations of the Insurance Commissioner in effect at the time such expenses are incurred.

**THIRD:** To reimburse Second Party and Surety for actual expenses incurred and caused by a breach by the Principal of any of the terms for which the application and Bail Bond were written not in excess of the penal amount of the Bail Bond including all expenses or liabilities incurred as a result of searching for, recapturing or returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred by Second Party or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture or Summary Judgment entered thereon. However, no expenses or liabilities incurred for recapturing or returning Principal to custody shall be chargeable after the entry of Summary Judgment.

**FOURTH:** To pay the Second Party or Surety, in the event that it is necessary for them to institute suit for a breach of this agreement, a reasonable attorney's fee which shall, in no event, be less than the sum of twenty-five dollars (\$25.00).

**FIFTH:** To pay Second Party or Surety as collateral upon demand, the penal amount of Bail Bond whenever Second Party or Surety, as a result of information concealed or misrepresented by the First Party of Principal or other reasonable cause, any one of which was material to hazard assumed, deems payment necessary to protect the Second Party or Surety hereunder. Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole discretion of Second Party or Surety, is furnished to indemnify against such increase in the bail, Second Party or Surety may demand such collateral as will indemnify them against such increased bail.

**SIXTH:** To pay Second Party or Surety immediately upon demand after entry of Summary Judgment, pursuant to California Penal Code, Section 1306

**SEVENTH:** To aid Second Party or Surety in securing release or exoneration of Second Party or Surety from all liability under Bail Bond, including the surrender of Principal to Court should Second Party or Surety deem such action advisable.

**EIGHTH:** That all money or other property which the First Party has deposited or may deposit with the Second Party or the Surety may be applied as collateral security or indemnity for matters contained herein, and to accomplish the purposes contained herein, the Second Party and/or Surety is authorized to lawfully levy upon said collateral in the manner provided by law to apply the proceeds therefrom and any and all money deposited to payment or reimbursement for the hereinabove liabilities, losses, costs, damages and expenses. If collateral received by Second Party is in excess of the bail forfeited, such excess shall be returned to the depositor immediately upon the application of the collateral to the forfeiture, subject to any claim of Second Party and Surety for unpaid Premium or the hereinabove charges.

**NINTH:** Second Party or Surety shall not surrender Principal to custody prior to the time specified in the Bail Bond for the appearance of the Principal, or prior to any occasion when the presence of the Principal in Court is lawfully required without returning all premium paid thereon, unless as a result of judicial action, information concealed or misrepresented by the Principal, or other reasonable cause, any one of which was material to the hazard assumed, the hazard was substantially increased and the additional premium, if any, for such increased hazard was not paid within a reasonable time.

**TENTH:** The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Second Party and the Surety shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the First Party or to proceed or enforce its remedies against the Principal before making demand upon or proceeding and/or enforcing its remedies against any one or more of the First Party.

**ELEVENTH:** In making application for Bail Bond, each of us warrants all statements made by him or her on this application to be true, and we agree to advise Second Party or Surety of any change, including, but not limited to change of address or employment of either the Principal or of any of the First Party, or any other material change in circumstances, within forty-eight (48) hours after knowledge such change shall have occurred, and the First Party agrees that any failure to so notify shall be reasonable cause for the immediate surrender of the Principal.

**TWELFTH:** The undersigned agree that these obligations apply to all other Bail Bonds executed for the same charge for which the above-mentioned Bail Bond was executed, or any charge arising out of the same transaction, regardless of whether said Bail Bonds are filed before or after conviction, but not in a greater amount.

IN WITNESS WHEREOF, the First Party whose names are subscribed to the Bail Agreement executed herewithin each represents: I have read the Bail Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Bail Agreement; that I am the true and lawful owner of the property, whether real or personal, which is set forth in the Application for Bail (which Application is made a part hereof by reference as though herein fully set forth) is my property and that I own such property free and clear of all liens or encumbrances except as so noted, and I further promise not to transfer or encumber any of said property until my liability on said Bail Agreement has been released. I understand the Second Party and/or Surety is permitting the said bail to remain in force upon reliance of the statements made by me and I do hereby this  
 21st day of June, 2018  
 \_\_\_\_\_ set my hand.

Defendant  
 SIGNATURE \_\_\_\_\_ HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_  
 NAME Chambers, Dareauna Address \_\_\_\_\_ City Oakland Zip 94607

EMPLOYER \_\_\_\_\_ Address \_\_\_\_\_ City Oakland Zip 94610  
 DMV I.D. \_\_\_\_\_ S.S. No. \_\_\_\_\_ Date of Birth 07/06/1988

Indemnitor  
 SIGNATURE [Signature] HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_  
 NAME Ciadwell, Klara Ferrari Address \_\_\_\_\_ City Hercules Zip 94547

EMPLOYER \_\_\_\_\_ Address \_\_\_\_\_ City Alameda Zip 94502  
 DMV I.D. \_\_\_\_\_ S.S. No. \_\_\_\_\_ Date of Birth 05/06/1989

Indemnitor  
 SIGNATURE \_\_\_\_\_ HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_  
 NAME \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

EMPLOYER \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 DMV I.D. \_\_\_\_\_ S.S. No. \_\_\_\_\_ Date of Birth \_\_\_\_\_

Indemnitor  
 SIGNATURE \_\_\_\_\_ HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_  
 NAME \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

EMPLOYER \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
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EMPLOYER \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 DMV I.D. \_\_\_\_\_ S.S. No. \_\_\_\_\_ Date of Birth \_\_\_\_\_

KC

# **EXHIBIT C**

### INDEMNITOR/GUARANTOR CHECK LIST

DATE 06/21/2018 BAIL AMOUNT \$ \$50,000.00  
DEFENDANT Chambers, Dareauna PREMIUM AMOUNT \$ \$5,000.00  
JAIL San Leandro Jail AMOUNT PAID DOWN \$ 0.00  
BAIL BOND # \_\_\_\_\_ CASH COLLATERAL \$ \_\_\_\_\_

- K.C. 1. I have read and received a copy of the standard The North River Insurance Company Agreement for surety bail bond.
- K.C. 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard The North River Insurance Company Agreement for surety bail bond.
- K.C. 3. I understand I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on unpaid balances on the 30th day of each month at the rate of 10 percent per annum. There is a 10 percent late fee on all scheduled payments not received within five days of the due date. (Note: The insurance company is not a party to any premium financing. Any financial agreement is strictly between the bail agent/agency and indemnitor.)
- K.C. 4. I understand I am required to pay the amount of the bail premium every year, in advance hereafter, until the surety is legally discharged from all liability on the bonds posted. (States with Renewable Premiums).
- K.C. 5. A forfeiture of the bail will be entered by the court if the defendant fails to make any court appearance. I understand that, if the bond is ordered forfeited and it is not ordered reinstated, or exonerated within the time allowed by law, I must pay the full amount of the bail forfeited plus expenses to the bail agent/agency.
- K.C. 6. I understand I am responsible if it becomes necessary to arrest and surrender the defendant and that I am responsible for paying all reasonable costs incurred for locating, apprehending, transporting and surrendering the defendant to custody. Investigation costs will begin to accrue after a court forfeiture or when any co-signer requests the defendant be placed back in custody or when any condition exists as defined in the bail bond agreement. If no investigation costs have been incurred prior to a voluntary surrender of defendant at the jail facility of the court specified on the bail receipt, there will be no investigation cost charged. Reasonable court costs, as described in Paragraph 7 of the checklist, will be charged, if applicable, and a receipt will be provided.
- K.C. 7. I understand that, if the bail is ordered forfeited by the court, I am responsible to pay court costs and reasonable appearance or attorney's fees (a minimum of \$ 250.00) for the bail agent to reinstate or exonerate the bail bond, if necessary.
- K.C. 8. I understand that, if I breach the bail bond agreement by non-payment or any other action as defined by the bail agreement, I am responsible for any collection actions taken, including attorney's fees and costs.
- K.C. 9. I understand that my collateral cannot be released until all bonds posted on my behalf for defendant have been exonerated and written notice from the court received by the bail agency.
- K.C. 10. I understand that substitution of collateral is done at the discretion of the surety and the bail bonding agency. There are no agreements to substitute collateral at a future date.
- K.C. 11. I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return of collateral until the bail agency has researched the exonerated date and verified the bail bond status with the appropriate courts. This process may be done faster if I obtain written verification of the bond exonerated from the court and provide it to the bail agency.
- K.C. 12. This checklist is intended to explain and clarify the standard The North River Insurance Company Agreement for Surety Bail, which is the entire contract with the bail agency. I understand that there are no additional terms nor are there any exemptions to the contract, either in writing or verbally, that limit my responsibility under the bail agreement.
- K.C. 13. I declare that all statements made on the application and financial statement are true. I agree to notify the bail agency within 48 hours of any changes, including, but not limited to, any change of address, or employment of either myself or the criminal defendant.
- K.C. 14. I understand the obligations under this agreement are joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any and all charges, even if there are other cosigners on the agreement.
- K.C. 15. Agreement of Venue: I agree that if legal action between the parties concerning this bail bond is brought, it shall be brought in and before a federal or state court in San Jose and in the State of California.

I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE TERMS.

SIGNATURE: [Signature]

SIGNATURE: \_\_\_\_\_

NAME (print): Kiara Caldwell

NAME (print): \_\_\_\_\_

RECEIVED COPY: K.C.

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**PROOF OF SERVICE**

I am employed in the City and County of San Francisco, State of California in the office of a member of the bar of this court at whose direction the following service was made. I am over the age of eighteen years and not a party to the within action. My business address is Keker, Van Nest & Peters LLP, 633 Battery Street, San Francisco, CA 94111-1809.

On **October 26, 2020**, I served the following document(s):


**CLASS-ACTION CROSS-COMPLAINT FOR RESTITUTION,  
PRELIMINARY AND PERMANENT INJUNCTION, AND  
DECLARATORY AND OTHER EQUITABLE RELIEF; EXHIBITS A-C**

by regular **UNITED STATES MAIL** by placing Copy in a sealed envelope addressed as shown below. I am readily familiar with the practice of Keker, Van Nest & Peters LLP for collection and processing of correspondence for mailing. According to that practice, items are deposited with the United States Postal Service at San Francisco, California on that same day with postage thereon fully prepaid. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation date or the postage meter date is more than one day after the date of deposit for mailing stated in this affidavit.

Thomas E. Ferri  
BBB Bonding Corporation  
595 Park Ave., Suite 200  
San Jose, CA 95113

*Counsel for Plaintiff and Cross-Defendant  
BBB BONDING CORPORATION dba BAD  
BOYS BAIL BONDS*

Executed on **October 26, 2020**, at San Francisco, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

  
\_\_\_\_\_  
Dawn Curran