

Case No. A162453

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FIRST APPELLATE DISTRICT
DIVISION ONE

BBB BONDING CORPORATION dba BAD BOYS BAIL BONDS,
Plaintiff, Cross-Defendant, and Appellant,

v.

KIARA FERRARI CALDWELL,
Defendant, Cross-Complainant, and Respondent.

Appeal from the Superior Court for Alameda County
Honorable Brad Seligman
Case No. RG19041553

APPLICATION OF PUBLIC COUNSEL, COMMUNITY LEGAL SERVICES IN EAST PALO ALTO, NATIONAL CONSUMER LAW CENTER, THE DEBT COLLECTIVE, PUBLIC LAW CENTER, WATSONVILLE LAW CENTER, AND EAST BAY COMMUNITY LAW CENTER FOR LEAVE TO FILE *AMICUS CURIAE* BRIEF IN SUPPORT OF RESPONDENT KIARA CALDWELL; PROPOSED *AMICUS CURIAE* BRIEF

MITCHELL SILBERBERG &
KNUPP LLP
Mark C. Humphrey (SBN 291718)
mxh@msk.com
Elaine K. Kim (SBN 242066)
ekk@msk.com
Alexandra Anfuso (SBN 333440)
ala@msk.com
2049 Century Park East, 18th Floor
Los Angeles, CA 90067-3120
Telephone: (310) 312-2000
Facsimile: (310) 312-3100

Attorneys for *Amici Curiae*
Public Counsel
Community Legal Services in East Palo Alto
National Consumer Law Center
The Debt Collective
The Public Law Center
Watsonville Law Center
East Bay Community Law Center

CERTIFICATE OF INTERESTED ENTITIES OR PERSONS

Pursuant to California Rules of Court, Rule 8.208, *Amici Curiae* Public Counsel, Community Legal Services in East Palo Alto, National Consumer Law Center, The Debt Collective, The Public Law Center, Watsonville Law Center, and East Bay Community Law Center certify that they know of no person or entity that must be listed under this Rule.

Respectfully submitted,

DATED: August 25, 2021

MITCHELL SILBERBERG & KNUPP LLP

By: /s/ Mark C. Humphrey

Mark C. Humphrey

Attorneys for *Amici Curiae*

Public Counsel, Community Legal
Services in East Palo Alto, National
Consumer Law Center, The Debt
Collective, The Public Law Center,
Watsonville Law Center, East Bay
Community Law Center

APPLICATION TO FILE *AMICUS CURIAE* BRIEF

Pursuant to the California Rules of Court, Rule 8.200(c), Public Counsel, Community Legal Services in East Palo Alto, National Consumer Law Center, The Debt Collective, The Public Law Center, Watsonville Law Center, and East Bay Community Law Center (“*Amici*”) respectfully request leave to file the brief submitted herewith in support of Defendant, Cross-Complainant, and Respondent Kiara Ferrari Caldwell (“Respondent” or “Caldwell”).

The Opening Brief of Plaintiff, Cross-Defendant, and Appellant BBBB Bonding Corporation dba Bad Boys Bail Bonds (“Appellant” or “BBBB”) was filed on July 7, 2021; Respondent’s Answering Brief was filed on July 28, 2021; and Appellant’s Reply Brief was filed on August 11, 2021. This Application is timely made within 14 days after the filing of the Reply Brief on the merits.

I. THE NATURE OF THE APPLICANTS’ INTEREST

Public Counsel is the nation’s largest law firm specializing in the delivery of pro bono legal services. Public Counsel’s Consumer Rights and Economic Justice Project provides counsel to low-income individuals in cases involving fraud or unfair business practices, predatory lending, financial elder abuse, debt collection, and civil rights. In 2020, Public Counsel provided legal assistance to more than 1,000 consumers, in addition to thousands of class members. As part of its advocacy on behalf of consumers, Public Counsel has been working on issues specific to bail and the rights of low-income individuals in the criminal justice system for the past several years. In addition to successfully representing individuals with debt arising from commercial bail credit transactions, Public Counsel is co-counsel for plaintiffs in *In re California Bail Bond Antitrust Litigation*, 4:19-cv-00717-JST (N.D. Cal.), an antitrust class action alleging

a conspiracy among California bail sureties and bail agents to inflate bail bond prices.

Community Legal Services in East Palo Alto (CLSEPA) is a non-profit legal organization offering free legal services that improve the lives of low-income families throughout the region, specializing in immigration, housing, workers' rights, reentry and criminal records dismissal, and consumer protection. CLSEPA has worked with many low-income consumers facing debt collection on behalf of bail bond companies. Because individuals who have criminal records often suffer the economic collateral consequences of their convictions for years and therefore lack income or assets that may be subject to collections, the co-signer is the one who will face years of wage garnishments and levies. Most co-signers never understand fully the terms of their bail bond agreement, and never respond to lawsuits because they do not understand the paperwork, but still the bail bond debt shackles them financially for years. Consumer protections are vital in ensuring that co-signers understand the long-lasting consequences of signing a contract for a bail bond.

Since 1969, the nonprofit **National Consumer Law Center (NCLC)** has engaged in research, education, advocacy, and litigation to advance economic justice for low-income and other disadvantaged people, including people of color and older adults. NCLC, a nationally recognized expert on consumer credit issues, works with nonprofit and legal services organizations, private attorneys, policymakers, federal and state governments, and courts across the nation to protect low-income people from harmful lending and debt collection practices, help financially stressed families build and retain wealth, and advance economic fairness. Through its Criminal Justice Debt Project, NCLC works to address fines-and-fees policies that criminalize poverty and strip wealth from communities of

color, as well as abuses by private actors, including prison, telecommunications and bail bond companies.

The Debt Collective is a membership-based union for debtors and our allies. Our debtors' union is inspired by labor unions. Individually, workers are at the mercy of their bosses. But when workers come together, with their collective power they can win better wages, benefits, and working conditions. It is the same with debtors, including those with criminal legal debt. To create collective power among those with bail debt stemming from illegitimate bail contracts, the Debt Collective is launching the Abolish Bail Debt Tool. This tool allows cosigners on bail bond contracts to dispute their debts based on violations of California consumer protection laws, including Civil Code Section 1799.91, an issue in the present case.

The Public Law Center (PLC) is a non-profit legal services organization in Santa Ana, California that provides free civil legal services to low-income residents of Orange County, California in the areas of family law, immigration, health, housing, veterans, microbusiness and consumer fraud. PLC's Consumer Law unit assists low-income individuals with a variety of consumer and homeownership issues, including debt collection, identity theft, predatory installment loans, home equity scams, bankruptcy, and student loans, among others. PLC has litigated numerous bail bonds cases, all of which included co-signers. In addition, PLC has litigated numerous other co-signer cases, including retail installment sales contracts for automobile purchases, where, like the bail industry, consumer protections are vital. Many of PLC's clients who are co-signers for bail bonds are older adults. In some cases, they owned their home and were lied to in order to use their home as collateral, leaving them at risk of homelessness. All of PLC's bail bonds clients completed the initial paperwork on their doorstep in the middle of the night, without fully

understanding the terms or consequences of signing, making these transactions more risky and subject to abuse. This example illustrates why more consumer protections, not fewer, should apply to bail bonds transactions.

Watsonville Law Center (WLC) is a nonprofit legal aid provider serving California's rural central coast. WLC's free legal services improve access to health, housing, employment, immigration justice, and financial stability. During the COVID pandemic, WLC has provided services in more than 220 consumer and financial related cases benefitting more than 600 low-income individuals. WLC's experience on the rural Central Coast informs that timely and effective consumer notices, including co-signer notices, avert harm to low-income, limited English proficient, communities of color, and inexperienced consumers of all backgrounds. Especially in the highly pressurized circumstances of bail bonds, co-signer notices are a critical part of ensuring the financial transaction is informed and voluntary.

The East Bay Community Law Center (EBCLC) is the largest provider of free legal services in Alameda County. EBCLC's Consumer Justice Clinic in particular provides legal assistance to hundreds of low-income consumers in the East Bay annually who are suffering from a variety of debt collection issues, including defending people who co-signed for a bail bond. The vast majority of those clients were women who were co-signing on a bail bond for a friend or loved one. They were never provided with an accurate explanation of what it means to co-sign, and in most cases they understood or were misinformed that liability for the bond rested exclusively with the accused. EBCLC seeks to ensure that its clients have an opportunity to defend themselves in these lawsuits.

Amici have a substantial interest in the Court's resolution of this matter because this Court's ruling on the trial court's injunction will have a significant impact on the communities they serve, and on the application of

key consumer protections to the commercial bail industry. *Amici* regularly represent indigent individuals harmed by unfair and unlawful business practices, predatory lending, and debt collection, including elders, immigrants, and individuals with limited English proficiency. Thus, *Amici* are well-positioned to articulate the importance of the co-signer notice requirement at issue, its applicability in a range of consumer credit contexts, and the consequences of adopting Appellant’s argument that the credit bail industry should be exempted from providing this basic consumer protection.

Pursuant to the California Rules of Court, Rule 8.200(c)(3), no party or counsel for any party in the pending appeal authored the proposed *Amicus Curiae* brief in whole or in part, or made a monetary contribution intended to fund the preparation or submission of the brief. No person or entity made a monetary contribution intended to fund the preparation or submission of the proposed *amicus* brief.

II. CONCLUSION

For the foregoing reasons, *Amici* respectfully request permission to file the accompanying *Amicus Curiae* brief in support of Respondent Kiara Ferrari Caldwell in this action.

Respectfully submitted,

DATED: August 25, 2021

MITCHELL SILBERBERG & KNUPP LLP

By: /s/ Mark C. Humphrey

Mark C. Humphrey
Attorneys for *Amici Curiae*
Public Counsel, Community Legal
Services in East Palo Alto, National
Consumer Law Center, The Debt
Collective, The Public Law Center,
Watsonville Law Center, East Bay
Community Law Center

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AMICUS CURIAE BRIEF

I. INTRODUCTION

California's consumer protection laws are designed to shield individuals from unscrupulous, unjust, or unlawful business practices, and to encourage a fair and transparent marketplace for financial products and services. However, for years, Appellant Bad Boys Bail Bonds ("Bad Boys") and other bail companies have flouted one of the most basic consumer protections: the requirement to notify co-signers of their obligations when entering into a consumer credit contract. Complying with this requirement is simple: the language and manner of the notice is specified by statute. The purpose of the requirement is similarly clear: Co-signers bear full financial responsibility for a consumer credit contract, even though they do not receive the goods or services in question, and thus the Legislature deemed it important that co-signers give informed consent. Nevertheless, Bad Boys and its counterparts throughout the commercial bail industry have simply ignored this requirement even though they routinely enter into consumer credit contracts with arrestees and their loved ones.

Now, in an effort to evade the plain application of this statutory requirement, Bad Boys and *amici curiae* from the bail industry advance a series of arguments which, if adopted, would gut the co-signer notice requirement and exempt numerous industries from abiding by California's consumer protection laws. These arguments contravene the letter and purpose of California's consumer protection framework, which is particularly focused on the rights and needs of historically disadvantaged consumers. These arguments also fail to account for the numerous ways in which credit bail is *no different* than any other credit-based financial transaction.

This brief outlines the consumer protection framework in which the co-signer notice requirement of Civil Code 1799.91 is situated, highlights the importance of this statutory requirement for consumers, particularly in credit bail transactions, and demonstrates how Bad Boys’ arguments for a free pass from this requirement would vitiate the law.

Bad Boys and its industry backers ask this Court to exempt the credit bail business from following the consumer protection laws that govern all other consumer credit transactions. This Court should reject this invitation, and affirm the trial court’s preliminary injunction.

II. CONSUMER PROTECTION LAWS PROVIDE ESSENTIAL SAFEGUARDS IN CREDIT TRANSACTIONS

Amici share a focus on upholding and enforcing the rights of low-income consumers. The communities *Amici* serve regularly rely on access to credit to meet their basic household needs. As such, *Amici* have experience assisting their clients in navigating a range of financial products, such as mortgages, auto loans, title loans, and student loans, and are well-versed in the benefits and pitfalls of these products for low-income consumers.

Through their work, *Amici* understand the value of robust consumer protection laws, but they are not alone. When creating the California Department of Financial Protection and Innovation last year, the Legislature recognized that California consumers are “vulnerable to abuse,” which “not only harms the individual but also has a broader social and economic cost on all of California, and could lead to increased caseloads for social safety net programs.”¹ Accordingly, the Legislature emphasized the importance of statutory consumer protections, including in credit transactions: “Unfair, deceptive, or abusive practices in the provision of

¹ Fin. Code § 9000(a)(1).

financial products and services undermine the public confidence that is essential to the continued functioning of the financial system and sound extensions of credit to consumers.”²

The consumer protection law at issue in this case—Civil Code section 1799.91—is one such statutory measure enacted by the Legislature to protect Californians against financial abuse. It is part of a broader framework of laws enacted by the Legislature to protect California consumers in *credit* transactions specifically. For example, in addition to requiring notice to co-signers, California law requires creditors who negotiate in Spanish, Chinese, Tagalog, Vietnamese, or Korean to provide translated copies of the credit contract to the consumer.³ California law also regulates the collection of a debt arising from a consumer credit transaction, and provides broader protections to Californians than the federal Fair Debt Collection Practices Act.⁴ Violations of any of these laws give rise to claims for restitution and injunctive relief under California’s Unfair Competition Law, Business and Professions Code section 17200 *et seq.* Notably, none of these laws is particular to any one industry or type of creditor. Rather, like the requirement to provide notice to co-signers, these laws apply generally to extensions of credit to consumers, regardless of the particular context in which they arise.

California lawmakers have recognized the threat of “financial victimization of economically vulnerable consumers, including individuals who lack a safety net,” and the importance of preventing “unethical businesses from harming the most vulnerable populations including

² Fin. Code § 9000(a)(2).

³ *See* Civ. Code § 1632.

⁴ *See* Civ. Code § 1788 *et seq.* (applying fair debt collection practices requirements to original creditors).

military service members, seniors, students, low- and moderate-income individuals, and new Californians.”⁵ In *Amici’s* experience as advocates, low-income individuals—particularly people of color and immigrants—are frequently the targets of unethical business practices. These are the populations most in need of the protections provided by California’s consumer laws.

III. THE NEED FOR CONSUMER PROTECTION LAW IS PARTICULARLY ACUTE FOR VULNERABLE CONSUMERS WHOSE LOVED ONES FACE LENGTHY INCARCERATION UNTIL TRIAL

California’s consumer protection laws are mandatory and vital safeguards. They are all the more critical to protect particularly vulnerable individuals and communities within California. And, they are especially critical in the bail bonds context, where the over-policing of economically vulnerable communities of color intersects with a money bail system that forces low-income individuals and their families and friends to choose between remaining in jail (or allowing a loved one to remain in jail) and taking on crippling debt. The result is the devastation of low-income communities of color by bail debt.⁶

⁵ Fin. Code § 9000(a)(1), (4).

⁶ See e.g., Dave Jones, California Department of Insurance, Recommendations for California’s Bail System 1 (February 2018) <https://www.insurance.ca.gov/01-consumers/170-bail-bonds/upload/CDI-Bail-Report-Draft-2-8-18.pdf> (recognizing “[t]he disparate impact of the bail system upon poor people”); Pretrial Detention Reform Workgroup, Pretrial Detention Reform, Recommendations from the Chief Justice 51 (2017), <https://www.courts.ca.gov/documents/PDRReport-20171023.pdf> (“In posting bail to gain pretrial release, individuals and their families are often unnecessarily saddled with significant long-term debt regardless of the outcome of the case.”); Human Rights Watch, “Not in it for Justice”: How California’s Pretrial Detention and Bail System Unfairly Punishes

Roughly 80 percent of criminal defendants are indigent,⁷ with people in jail earning less than half as much as non-incarcerated people.⁸ The burden of bail debt falls disproportionately on communities of color. For example, in the city of Los Angeles, out of the \$193.8 million paid to commercial bail bond agents between 2012 and 2016, Latinx residents paid \$92.1 million and African Americans paid \$40.7 million—collectively accounting for roughly 70 percent of the money paid to bail bond agents.⁹ Black communities in particular are disproportionately affected by bail debt because Black people are arrested at higher rates¹⁰ and have higher bail

Poor People 65-77 (2017),

https://www.hrw.org/sites/default/files/report_pdf/usbail0417_web_0.pdf.

⁷ Joshua Page, Victoria Piehowski & Joe Soss, A Debt of Care: Commercial Bail and the Gendered Logic of Criminal Justice Predation, 5 RSF: The Russell Sage Found. J. of the Soc. Sci. 150, 156 (2019), <https://www.rsfjournal.org/content/rsfjss/5/1/150.full.pdf>.

⁸ Specifically, according to data from a 2002 Bureau of Justice Statistics survey, men in jail earned on average \$1,061 in the month prior to arrest, while non-incarcerated men earned a monthly average of \$2,500. Incarcerated women earned an average of only \$671 compared to \$1,433 for non-incarcerated women. Bernadette Rabuy & Daniel Kopf, Prison Policy Initiative, Detaining the Poor 10 (2016), <https://www.prisonpolicy.org/reports/DetainingThePoor.pdf>.

⁹ Isaac Bryan et al., Million Dollar Hoods, The Price for Freedom: Bail in the City of L.A. 1 (2017), <https://bunchecenterdev.pre.ss.ucla.edu/wp-content/uploads/sites/112/2017/12/MDHHouselessReport-The-Price-for-Freedom-Bail-in-the-City-of-LA.pdf>.

¹⁰ “In 2016, black Americans comprised 27% of all individuals arrested in the United States—double their share of the total population.” The Sentencing Project, Report of The Sentencing Project to the United Nations Special Rapporteur on Contemporary Forms of Racism, Racial Discrimination, Xenophobia, and Related Intolerance Regarding Racial Disparities in the United States Criminal Justice System 2 (2018), <https://www.sentencingproject.org/publications/un-report-on-racial-disparities/>.

amounts imposed on them.¹¹ Black people awaiting trial also typically earn less than their Hispanic counterparts, who in turn earn less than white pretrial detainees.¹²

Very often, arrestees turn to friends and family—who are frequently only slightly better off economically—for help securing a bail bond.¹³ Bail bond companies target low-income consumers by offering financing—

¹¹ “Over the last fifty years, research studies have consistently found that African American defendants receive significantly harsher bail outcomes than those imposed on white defendants. Specifically, nearly every study on the impact of race in bail determinations has concluded that African Americans are subjected to pretrial detention at a higher rate and are subjected to higher bail amounts than are white arrestees with similar charges and similar criminal histories.” Cynthia E. Jones, “*Give Us Free*”: *Addressing Racial Disparities in Bail Determinations*, 16 N.Y.U. J. of Legis. and Pub. Pol’y 919, 938; see also ACLU & Color of Change, *Selling Off Our Freedom: How Insurance Corporations Have Taken Over Our Bail System* 18 (2017), <https://www.aclu.org/report/selling-our-freedom-how-insurance-corporations-have-taken-over-our-bail-system> (“[M]oney bail determinations are racially disparate, compounding the huge disparity in arrests, charges, and incarceration faced by Black people at every stage of the criminal justice system.”). Researchers have found similar disparities in bail determinations for Latinx defendants. See Jones, “Give Us Free”, *supra*, at 939.

¹² In 2002, men awaiting trial “typically earned \$12,732, with white men (\$14,852) leading Hispanic men (\$13,368), and Black men (\$10,800). This racial pattern—made significant by the high concentration of people of color among the pretrial population—held for women as well: The low earnings of white women (\$9,756) exceeded those of Hispanic women (\$8,508) and stood considerably above those of Black women (\$6,816).” Page et al., *supra* note 7, at 157.

¹³ Mel Gonzalez, *Consumer Protection for Criminal Defendants: Regulating Commercial Bail in California*, 106 Cal. L. Rev. 1379, 1395 (2018), https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2927128 (“Our system of money bail may thus be understood as one that facilitates the systematic incarceration of the poorest and slowly extracts the limited resources of the slightly less poor in exchange for temporary freedom.”).

sometimes with no money down—to people with little or no credit, often requiring only that the co-signer have a job.¹⁴ Bail agents also “strategically target women, expecting that they will feel obligated to care for defendants,” contributing to the “predominance of lower-income women of color among cosigners.”¹⁵ The families and friends who co-sign “unpaid premium bond agreements” with bail companies generally fall into one or more of the above-described demographic categories.

Typically an arrestee will make initial contact from jail with the bail bond company.¹⁶ When that happens, the arrestee—and often the bail bond company—will then contact the arrestee’s friends or family members and try to convince them to co-sign a debt agreement.¹⁷ Take for example Kate,¹⁸ a 21-year-old African-American woman who received a call from her then-boyfriend from jail. Kate’s boyfriend explained that he had been arrested and was calling around to different bail bond companies, and told Kate to expect a call. One of the companies then called Kate and began pressuring her to co-sign an unpaid bail premium agreement—forcing her to quickly make a difficult decision with the threat of her boyfriend’s incarceration hanging over her. Kate ultimately did sign the agreement, not

¹⁴ *See infra* at 29-30.

¹⁵ Page et al., *supra* note 7, at 153, 165. *See also* Bryan et al., *supra* note 11, at 1 (“[I]t is women—the mothers, aunts, grandmothers, friends, and wives of the accused—who are most likely to contract with a bail bond agent on behalf of those in custody. If so, the estimated \$193.8 paid in nonrefundable bail bond deposits were disproportionately paid by women, namely Black women and Latinas.”).

¹⁶ Page et al., *supra* note 7, at 166.

¹⁷ *Id.* at 163.

¹⁸ Kate’s case, as well as that of Juan (discussed *infra*), were handled by Public Counsel. Their names have been changed for privacy reasons.

realizing that the document purported to make her responsible for premium payments that constituted nearly one-fifth of her monthly income at the time.

Less common—but even more troubling—is a practice called “prospecting,” in which a bail bond company monitors a county’s electronic jail register for new arrestees, and upon finding a good lead, enters the arrestee’s name and birthday into a proprietary software program that retrieves contact information for the arrestee and his or her family members. The companies then call the contacts and “offer” to bail out their friend or family member.¹⁹

In both of the above situations, potential co-signers find themselves pulled into the world of the bail bond industry through no action of their own. And unlike in normal consumer scenarios, these friends or family members are facing the imminent threat of their loved one being incarcerated for an undetermined length of time until trial. The damaging effects of pretrial detention are not limited to just the arrestee enduring jail conditions. “Empirical evidence reveals” that pretrial detention heightens the risk of losing a job, a home, and custody of a child.²⁰ Furthermore, as the California Supreme Court and independent researchers have observed, pretrial detention is correlated with higher conviction rates and longer sentences, and people in jail feel intense pressure to take a plea deal.²¹ One

¹⁹ Page et al., *supra* note 7, at 164 n. 7. When using this tactic, bail bond companies often use the services of a for-profit software provider and pay a small fee for each search run for potential co-signers. *Id.*

²⁰ *In re Humphrey*, 11 Cal. 5th 135, 147 (2021).

²¹ *Id.* (“If not released, ... the accused may be impaired to some extent in preparing a defense.”); Human Rights Watch, *supra* note 6, at 4, 52-53. (“Studies in different jurisdictions nationwide have found a correlation between pretrial detention and likelihood of conviction, as well as

study found that “being in pretrial detention increased likelihood of conviction by 13 percent,” and that “[o]n average, those detained received jail or prison sentences five months greater than those fighting their cases from outside.”²²

This criminal context is powerful leverage that bail bond companies wield, and which other types of companies that enter into consumer credit contracts do not have. Recall Kate’s situation. She felt intense pressure to sign an unpaid premium agreement and ultimately did so, under the belief that she would only be obligated to pay the remaining installment payments in the event her boyfriend did not pay. The bail bond company took a different position later, though, and began calling Kate frequently, sometimes multiple times a day, to the point where she had to stop answering. The company even called Kate’s employer. Kate also received a call from someone claiming to be from a specific county jail, who told her that a warrant was out for her arrest and she had to turn herself in. When Kate called the number on her caller ID, it connected to an officer at the jail, who told her they never would make such a call. The officer also said, however, that they had received complaints from other people that bail bond companies were calling from that number and impersonating officers.

The treatment Kate faced is not uncommon; co-signers are frequently subjected to harassing conduct by bail bond companies seeking to collect, including frequent emails, text messages, and phone calls, as well as encounters with bounty hunters employed by the companies.²³ Co-

likelihood of a custody sentence and the length of that sentence”); ACLU & Color of Change, *supra* note 11, at 18.

²² Human Rights Watch, *supra* note 6, at 53.

²³ Alex Kornya et al., *Crimsumerism: Combating Consumer Abuses in the Criminal Legal System*, 54 Harv. C.R.-C.L. L. Rev. 107, 130, 133 (2019), <https://harvardcrcl.org/wp-content/uploads/sites/10/2019/03/>

signers also encounter methods of intimidation designed to encourage payments, some involving violence or weapons (for example, by employing kidnapping and false imprisonment for extortive purposes and holding arrestees in offices until someone pays).²⁴ Moreover, unbeknownst to many co-signers, unpaid debt premium agreements often contain provisions that purport to give bail bond company representatives (including bounty hunters) permission to search co-signers' homes, track their vehicles, and gain access to their private information, including medical records.²⁵

In addition, these credit transactions with co-signers oftentimes occur without the co-signers having the benefit of time, the ability to ask questions, or the opportunity to consider and review what they are being asked to sign. In another case that Public Counsel handled, a man (Juan) contacted a bail bond company in 2019 after his son was arrested. Desperate to get his son out of jail, Juan co-signed a payment agreement given to him by a bail bond company that was illegible and which he could not review. Juan's son was released within hours of his arrest, and charges were dismissed before his initial court date. What the bail bond company did not tell Juan, however, was that in the moment of panic when he signed the contract to get his son out of jail, he had agreed to be personally liable

Crimsumerism.pdf; Joshua Page, I Worked As a Bail Bond Agent. Here's What I Learned, <https://theappeal.org/i-worked-as-a-bail-bond-agent-heres-what-i-learned/>, (last visited Aug. 13, 2021).

²⁴ *Id.*

²⁵ Kornya, *supra* note 23, at 130; MacKenzie Elmer, Assault, Drug Dealing: Many Iowa Bail Bondsmen Have Checkered Pasts, DES MOINES REGISTER, April 27, 2017, <https://www.desmoinesregister.com/story/news/2017/04/27/convicted-felons-bail-bonds-jail-prison-bounty-hunter/99411644/>; Jessica Silver-Greenberg & Shaila Dewan, When Bail Feels Less Like Freedom, More Like Extortion, N.Y. TIMES, Mar. 31, 2018, <https://www.nytimes.com/2018/03/31/us/bail-bonds-extortion.html>.

for his son's debt. Six months later, Juan began to receive phone calls from the bail bond company, who threatened to have him arrested, said they would take his home, and told him they would garnish his wages. Eventually, the company went so far as to sue Juan and his son to collect the bond premium, even tacking on an additional \$330 in fees to the company's claimed damages.

As Juan's experience illustrates, the moment of signing agreements relating to a person's bail is filled with intense urgency, because the freedom of the co-signer's friend or loved one is at stake. Indeed, because of the pressure and leverage exerted by bail bond companies, the terms of these agreements are almost never negotiable, and they generally must be signed quickly without any chance for contemplation or analysis.²⁶ Bail consumers like Juan are therefore presented with "take-it-or-leave-it" situations in which they may already feel intense confusion and they lack any reasonable alternative, made worse by the fact that all bail contracts are remarkably similar—leaving the arrestee's incarceration as the only other option.²⁷

IV. BAIL BONDS HAVE EVOLVED INTO A LUCRATIVE CONSUMER CREDIT INDUSTRY

The Bail Association Amici have argued that Bad Boys and commercial bail bond companies in general are not subject to Civil Code section 1799.91 because bail agents do not extend "credit" in the customary meaning of the term.²⁸ There may have been some truth to this in the past, when bail bond companies traditionally required full payment of the

²⁶ Gonzalez, *supra* note 13, at 1415-1416.

²⁷ *Id.*

²⁸ Letter dated April 22, 2021 of Amici Curiae Golden State Bail Agents Association, Inc. and California Bail Agents Association ("Bail Associations Letter") at 3.

premium fee up front and were not in the loan and financing business. Over the last several decades, however, that has substantially changed. Bail bond companies (including Bad Boys) have jumped headfirst into consumer credit contracting, and in the process have grown explosively into a \$2 billion industry in the United States.

The commercial bail bond industry in the United States began to develop in the 1920s in tandem with rising bail amounts and an attendant increase in arrestees unable to pay their own bail.²⁹ By the 1960s, however, state and federal policies were instituted that restructured pretrial detention and led to an increase of own-recognizance release, as well as the development of pretrial services agencies.³⁰ As such, between 1990 and 1994, commercial bail accounted for just 24 percent of pretrial releases, while release on own recognizance accounted for 41 percent.³¹ Around that time, sureties backing the bail industry enlisted organizations such as the American Legislative Exchange Council (ALEC).³² ALEC in particular began to (and continues to) exert pressure on state governments, including by drafting model legislation advantageous to the bail industry which is lobbied and promoted to state legislatures.³³

²⁹ Shadd Maruna et al., *Putting a Price on Prisoner Release: The History of Bail and a Possible Future of Parole*, 14 PUNISHMENT & SOC'Y 315, 329 (2014), https://www.researchgate.net/publication/258181093_Putting_a_price_on_prisoner_release_The_history_of_bail_and_a_possible_future_of_parole.

³⁰ Gonzalez, *supra* note 13, at 1393.

³¹ Thomas H. Cohen, Pretrial Release of Felony Defendants in State Court, Bureau of Justice Statistics Special Report at 2, November 2007 <https://bjs.ojp.gov/content/pub/pdf/prfdsc.pdf>.

³² Maruna et al., *supra* note 29, at 329.

³³ See Avery Oaks, *Alec Fights For Cash Bail, Leading Defendants to Jail*, 3 Will. S.J.E.L.J. 84, 124-127 (2019),

By 2009, 49 percent of pretrial releases were through commercial bail.³⁴ Several other changes occurred in parallel, both nationwide and in California:

- Local jail populations in the United States skyrocketed, roughly quadrupling between 1980 and 2015.³⁵
- Money bail as a required condition of release increased dramatically by 65 percent between 1990 and 2009, being imposed in 70 percent of felony cases nationwide.³⁶
- Also between 1990 and 2009, mean bail amounts rose 46 percent (to \$61,000), driven mostly by growth in a lucrative “upper tail” of defendants facing bail payments in the six figures.³⁷ Between 2000 and 2009, “[t]he median bail amount

<https://willamette.edu/law/resources/journals/sjelj/publications/pdf/3-1/3.-oaks.pdf>.

³⁴ Brian A. Reaves, U.S. Dep’t. of Justice, Bureau of Justice Statistics, *Felony Defendants in Large Urban Counties, 2009 – Statistical Tables 1, 15* (2013), <https://bjs.ojp.gov/content/pub/pdf/fdluc09.pdf>.

³⁵ The Sentencing Project, *Trends in U.S. Corrections: U.S. State and Federal Prison Population, 1925–2016* (2017), <http://sentencingproject.org/wp-content/uploads/2016/01/Trends-in-US-Corrections.pdf>.

³⁶ ABA, *Frequently Asked Questions About Pretrial Release Decision Making* (2016), http://www.ncjp.org/sites/default/files/Content_Images/ABA-FAQ_Pretrial_Justice.pdf; Timothy R. Schnacke, National Institute of Corrections, *Fundamentals of Bail: A Resource Guide for Pretrial Practitioners and a Framework for American Pretrial Reform* at 10 (2014), <https://nicic.gov/fundamentals-bail-resource-guide-pretrial-practitioners-and-framework-american-pretrial-reform>.

³⁷ Council of Economic Advisors, Issue Brief, “Fines, Fees, and Bail” at 6, December 2015, <https://nicic.gov/fines-fees-and-bail-payments-criminal-justice-system-disproportionately-impact-poor>.

in California (\$50,000) [wa]s more than five times the median amount in the rest of the nation (less than \$10,000).”³⁸ As of 2018, California bail schedules were among the highest in the nation.³⁹

- California’s cost of living increased substantially but was not met by a corresponding increase in wages, creating an ever-widening gap of income inequality.⁴⁰ As the California Supreme Court recently noted, California’s higher bail amounts compared to other states cannot “plausibly be justified by the state’s higher cost of living.”⁴¹

Thus, while commercial bail increasingly became the method for pretrial release for more and more arrestees, bail became further and further out of reach of the ability of arrestees and their loved ones to pay. Increases in pretrial detention rates were “responsible for all of the net jail growth in the last twenty years.”⁴² “Although California courts deny bail outright to felony defendants at roughly the same rate as courts in the rest of the country, arrestees in large urban counties in California reportedly end

³⁸ Sonya Tafoya, Pretrial Detention and Jail Capacity in California (July 2015), <https://www.ppic.org/publication/pretrial-detention-and-jail-capacity-in-california/>.

³⁹ Jones, CDI, *supra* note 6, at 1.

⁴⁰ Sarah Bohn, Income Equality in California (2020) <https://www.ppic.org/publication/income-inequality-in-california/> (“Since 1980, incomes for [California] families in the 90th percentile have increased by 60%, while incomes at the 50th percentile (median) and 10th percentile have grown much less (24% and 20% higher in 2018 than 1980).”).

⁴¹ *In re Humphrey*, 11 Cal. 5th at 148 (noting the high cost of bail in California vis-a-vis other states).

⁴² *Id.* at 147.

up in pretrial detention at much higher rates than arrestees in large urban counties elsewhere.”⁴³

To use Los Angeles as an example, a 2017 study found that between 2012 and 2016, more than \$19 billion in bail was levied on individuals arrested by the Los Angeles Police Department for felonies and misdemeanors.⁴⁴ Of the bail levied, about 70 percent—translating to more than \$13.5 billion—was unpaid, which represents overwhelmingly those unable to pay.⁴⁵ These changes in the bail bond industry have had a disparate impact on communities of color.⁴⁶ The premiums and fees paid to bail bond companies are not refundable, which can leave the arrestee and his or her family with lasting debt, even if the charges are dropped or the arrestee is found to be innocent.

In the midst of this widening disparity between the bail amounts set, and the ability of arrestees or their loved ones to pay even the 10 percent premium, commercial bail bond companies changed their business model to preserve their market.⁴⁷ Specifically, they began financing the bond premiums and positioning bail bonds as loans repayable over time in installments—something consumers are familiar with through their experiences with mortgages, payday loans, title loans, and the like. For instance, bail bond companies advertise their programs as “[b]ail bond loan

⁴³ *Id.* at 148.

⁴⁴ *See* Bryan et al., *supra* note 11.

⁴⁵ *Id.*; *see also* Stan Paul, UCLA News Room, UCLA Bail Study Finds Price of Freedom Too High for Poor L.A. Families (Dec. 8, 2018), <https://newsroom.ucla.edu/releases/ucla-bail-study-finds-price-of-freedom-too-high-for-poor-l-a-families>.

⁴⁶ *See* ACLU & Color of Change, *supra* note 11, at 18; Jones, “Give Us Free”, *supra* note 11, at 939.

⁴⁷ *See* Pretrial Detention Reform Workgroup, *supra* note 6, at 34-35.

programs . . . designed to accept people with little or no credit”⁴⁸; tout that they can get people out of jail “for no money down!”⁴⁹ or can “help get you financing for bail bonds” “[a]s long as you have a job or a cosigner with a job.”⁵⁰

Unpaid premium installment plans have now become prevalent—seemingly ubiquitous—in the bail bond industry.⁵¹ As a 2018 *New York*

⁴⁸ EightBallBailBonds, How Bail Bonds Payment Plans Work, Jan. 10, 2017, <https://eightballbail.com/blog/how-bail-bonds-payment-plans-work/> (last visited Aug. 13, 2021) (“After all, the whole reason behind the profession is to help people who are simply not equal to the task of obtaining a bail bond in one large payment When you have been approved for bail bond financing, you can finally relax in the assurance that you’ll be allowed to pay off the balance of the bond over time.”).

⁴⁹ Mr. Nice Guy Bail Bonds, Financing Bail Bonds, <https://www.mrniceguybailbonds.com/resources/financing-bail-bonds> (last visited Aug. 13, 2021) (“Get out of jail for no money down! Mr. Nice Guy can work with you to set up a payment plan that requires no money down. Your job is your credit!”).

⁵⁰ Justice Bail Bonds, Bail Bond Financing, <https://www.justicebailbonds.com/our-services/bail-bond-financing> (last visited Aug. 13, 2021) (“Whether you have good credit, bad credit, or no credit, we can help get you financing for bail bonds***. As long as you have a job or a cosigner with a job we can get you a bail bond* and help you get out of jail fast!”).

⁵¹ See, e.g., A-Action Bail Bonds, How Bail Bond Payment Plans Work, <https://www.a-actionbailbonds.com/how-bail-bond-payment-plans-work> (last visited Aug. 13, 2021) (“A payment plan allows you to purchase a bail bond in installments if you cannot afford the bail bond in full. For example, if you cannot purchase a bail bond upfront for \$1000, you could make a down payment of \$500 and then pay the remaining amount in agreed-upon installments.”); Absolute Bail Bonds, How You Can Make Payments For A Bail Bond, <https://www.absolutebailbonds.com/how-you-can-make-payments-for-a-bail-bond/> (last visited Aug. 13, 2021) (“The down payment on a bail bond is usually larger than the subsequent monthly payments that will be made in the future. This is to try and make the monthly payments as small as possible. The more money you put up front, the less you have to pay later on down the line and the less time you have to

Times article observed, “bond agents have become the payday lenders of the criminal justice world[.]”⁵² As shown by bail bond companies’ own advertisements and contracts, they have transformed themselves into consumer credit financing enterprises, and have reaped the benefits. Because bail bond companies have decided to enter into the consumer credit contracting business, they absolutely must be held to follow the generally applicable laws requiring co-signer notices for consumer credit contracts.

V. THE BAIL INDUSTRY’S PROPOSED INTERPRETATION OF CIVIL CODE SECTION 1799.91 WOULD GUT THE LAW

Both Bad Boys and the Bail Association Amici (“Bail Associations”) attempt to reframe Civil Code section 1799.91 by raising the question of who *benefits* from the bail bond transaction.⁵³ This revision contradicts the plain language of the statute, is unsupported by any relevant case law, and should be rejected.

First, the question of who receives the so-called “benefit of the bond” is immaterial to the application of Section 1799.91. Indeed, the term “benefit” appears nowhere in Section 1799.91. Instead, a Section 1799.91 notice must be provided to any signatory who “does not in fact receive any of the money, property, or services which are the subject matter of the

spend making payments.”); Mr. Nice Guy Bail Bonds, *supra* note 41 (“If you can’t afford the premium, don’t sweat it! Mr. Nice Guy has payment plans that can help get you out of jail today, back to work tomorrow, and you can pay as you can afford it.”).

⁵² See Silver-Greenberg & Dewan, *supra* note 25.

⁵³ See Appellant’s Opening Brief at 27; see also Bail Associations Letter at 4 (“This case thus raises the question whether a person who initiates the purchase of a bail bond, and who is personally and primarily obligated to pay premiums for the bond, does not in fact receive the benefit of the bond.”).

consumer credit contract.”⁵⁴ The statute focuses on the concrete and straightforward question of who actually *receives* the money, property, or services that are the *subject matter* of the credit contract. *Any other signatory* is entitled to the notice.

Bad Boys argues for the first time in its Reply that co-signers like Ms. Caldwell receive a “service,” in “the ability to pay part of the agreed premium over time rather than upfront.”⁵⁵ Bad Boys’ interpretation swallows the rule. Civil Code section 1799.91 specifically applies to credit contracts, *i.e.*, “obligations to pay money on a deferred payment basis.”⁵⁶ If the ability to repay over time itself constituted a service, no one would be entitled to co-signer notice because all signatories to credit contracts receive the ability to pay over time. This cannot be what the Legislature intended, and it is not what the Legislature said. Well-established canons of statutory construction “generally preclude judicial construction that renders part of the statute meaningless or inoperative.”⁵⁷ Indeed, Bad Boys’ characterization of the “service” it provides only further demonstrates that the unpaid premium agreement is in fact a consumer credit contract.

Stymied by the plain language of the statute, Bad Boys and the Bail Associations seek to expand the statute to exclude from entitlement to the notice any signatory who receives some “intangible benefit” from the underlying transaction.⁵⁸ Bad Boys and the Bail Associations derive the

⁵⁴ Civ. Code § 1799.91(a).

⁵⁵ Appellant’s Reply Brief at 25.

⁵⁶ Civ. Code § 1799.90(a).

⁵⁷ *Hassan v. Mercy Am. River Hosp.*, 31 Cal. 4th 709, 715-16 (2003) (citation omitted).

⁵⁸ Appellant’s Opening Brief at 27.

term “benefit” from a Texas case, *Monroe v. Frank*, 936 S.W.2d 654 (Tex. App. 1996), involving that state’s fair debt collection practices statute—not a co-signer statute.⁵⁹ The *Monroe* court was considering a different legal question: whether a co-signer to a bail contract was a consumer and therefore protected by the state’s fair debt collection practices statute. The court determined that, because the bail debt was “personal” to the co-signer, the co-signer was a consumer. In interpreting the term “personal,” the *Monroe* court noted that “[a] reasonable factfinder could have found that the [co-signer] derived benefit for himself from the transaction,” and thus there was sufficient evidence that the co-signer “incurred the debt for personal purposes.”⁶⁰ The “benefit” the co-signer received was relevant to distinguishing the bail debt from *non-consumer* debt, but that has no bearing on the scope of Section 1799.91.⁶¹ Bad Boys and the Bail Associations also direct this Court to a federal district court case concerning statutory third-party standing to assert federal constitutional claims for excessive bail.⁶² Statutory third-party standing under federal law is a completely different framework governed by a completely different test, which turns on how “close” of a relationship a party has with the person whose rights it seeks to assert.⁶³ This effort to borrow from a wide

⁵⁹ See *Monroe*, 936 S.W.2d at 660.

⁶⁰ *Id.*

⁶¹ Bad Boys and the Bail Associations both cite a second Texas Court of Appeal decision which follows *Monroe* and is inapposite for the same reasons. See *Lilly v. Tolar*, No. 06-01-00163-CV, 2002 WL1926527 (Tex. App. Aug. 22, 2002).

⁶² See *Nashville Cmty. Bail Fund v. Gentry*, 496 F. Supp. 3d 1112 (M.D. Tenn. 2020).

⁶³ *Id.* at 1129-30.

range of irrelevant sources to avoid the plain language of California’s co-signer statute flouts the basic principles of statutory interpretation.⁶⁴

Bad Boys and the Bail Associations’ invocation of the term “benefit” is not only legally unsound, it also would render Section 1799.91 meaningless. Their interpretation of Section 17991.91 denies notice to any signatory who signs “out of their own interests, whatever they may be.”⁶⁵ Under this view, any signatory who “derives at least an intangible benefit” from the transaction should not receive the notice specified by the Legislature.⁶⁶ This interpretation guts the plain language of the statute, and is inconsistent with Section 1799.91’s application to a broad range of consumer credit transactions. For example, vehicle dealerships regularly require family members or friends to co-sign retail installment sales contracts for the purchase and financing of a vehicle. Co-signers may have a range of reasons for signing: They may simply wish to help, or they may benefit directly later when their adult child uses the vehicle to get a job and becomes financially independent. Nevertheless, unless the co-signer receives the vehicle itself, they are entitled to notice under Section 1799.91 because, even if they never see the vehicle again, they are fully liable for the debt arising from that sale.

Bad Boys attempts to differentiate credit bail transactions from other consumer credit transactions in which co-signers “get nothing out of the

⁶⁴ *Cf. Pineda v. Williams-Sonoma Stores, Inc.*, 51 Cal. 4th 524, 529-30 (2011) (“[W]e look first to the words of a statute, because they generally provide the most reliable indicator of legislative intent. . . . Only when the statute’s language is ambiguous or susceptible of more than one reasonable interpretation, may the court turn to extrinsic aids to assist in interpretation.”).

⁶⁵ Bail Associations Letter at 4.

⁶⁶ Appellant’s Opening Brief at 27.

deal.”⁶⁷ But, in fact, if Bad Boys’ interpretation were adopted, almost no one would be entitled to a Section 1799.91 notice in *any* consumer credit setting. In Public Counsel’s experience, co-signers are never complete strangers with no “interest” in the underlying transaction. Co-signers are often family members who are willing to take on the significant risk of financial obligation described in the required notice, precisely because they have an interest in effectuating the underlying transaction.⁶⁸ Furthermore, without the co-signer, the principal borrower often lacks the credit necessary to qualify for the product, so the co-signer is nearly always motivated by a desire to help. However, that desire to help does not and should not vitiate a co-signer’s rights as set forth by the Legislature.⁶⁹

Bad Boys’ interpretation replaces a clear and explicit statutory consumer protection with a vague and unworkable standard. For each individual transaction, a court would be forced to inquire as to the interests of each signatory (no matter how intangible or undefined), and what benefits (no matter how attenuated) flowed from the transaction to all involved. This approach is untenable and is contrary to the language of Section 1799.91, which draws a sharp and well-defined line between a signatory who *in fact* received the money, property, or service that is the subject matter of the contract, and a signatory who did not.⁷⁰

⁶⁷ *Id.*

⁶⁸ See Page et al., *supra* note 7, at 159-60 (“As the most frequent cosigners, women often express strong feelings of obligation to bail out defendants.”).

⁶⁹ Cf. *Pineda v. Williams-Sonoma Stores, Inc.*, 51 Cal. 4th 524, 530 (2011) (recognizing “the general rule that civil statutes for the protection of the public are, generally, broadly construed in favor of that protective purpose”) (citations omitted).

⁷⁰ Bad Boys also appears to imply that the fact that a co-signer may have “initiated” the bail transaction should deprive the co-signer of Section 1799.91 notice. Appellant’s Opening Brief at 27. Bad Boys offers no

The Bail Associations try to distinguish credit bail contracts from other consumer credit transactions that fall within the ambit of Section 1799.91 in two additional ways. First, the Bail Associations contend that the non-arrestee signatory to the credit bail contract is “primarily obligated” to pay premiums for the bond, and “takes on that obligation in the first instance.”⁷¹ Second and relatedly, the Bail Associations argue that the Section 1799.91 notice is inapt and misleading when applied to credit bail because bail agents will not first attempt to collect from the arrestee signatory.⁷²

Both arguments fail. Section 1799.91 makes plain that creditors can collect from co-signers in the first instance: “[t]he creditor can collect this debt from you without first trying to collect from the borrower.”⁷³ This is

support for this argument, and it fails for the same reasons: The party that initiated the transaction is irrelevant under the plain language of Section 1799.91, and there is no case law that suggests that this is a relevant factor in determining entitlement to the notice.

Moreover, Bad Boys’ unsubstantiated assertion that, in the majority of cases, the arrestee neither procures the bond nor is involved in the financial transaction is belied by both a recent analysis of the California bail bond industry and the facts of this case. *Compare* Appellant’s Opening Brief at 23 *with* Gonzalez, *supra* note 13, at 1390 (“[T]his Note described a typical solicitation of a bail bondsman. Generally, upon verbal agreement over the phone, a bondsman will pick up the detained person, submit an official bond agreement to the court, and transport the person to the bond company’s office. Alternatively, the detained person may call a friend or family member who then arranges release with a bond company.”) *and* 3 JA 00324 (Declaration of Kiara Caldwell in support of Motion for Preliminary Injunction at ¶ 2 (stating that she was solicited by a representative from Bad Boys)).

⁷¹ Bail Associations Letter at 4.

⁷² *Id.* at 4-5.

⁷³ Civ. Code § 1799.91(a).

true in any context in which there is a co-signer, not just credit bail. Contrary to the Bail Associations' assertion, the statute already explicitly accounts for "how bail bonds work" by advising non-arrestee signatories to credit bail contracts that they may be the first port of call for debt collection.

VI. COMPANIES OPERATING IN HIGHLY REGULATED INDUSTRIES ARE NOT FREE TO IGNORE GENERALLY APPLICABLE LAW

Bad Boys and the Bail Association Amici imply that the existence of a statutory and regulatory scheme governing bail transactions renders Section 1799.91 inapplicable to bail bond companies.⁷⁴ This proposition is nonsensical and without support in statute or case law. An industry is not exempt from generally applicable laws simply because it is heavily regulated. If that were the case, any business subject to a statutory or regulatory scheme specific to its industry would have free reign to take advantage of consumers.

As Respondent highlights in her brief, consumer protection laws clearly apply to the insurance industry.⁷⁵ Examples from other heavily regulated industries further illustrate the absurdity of Bad Boys' argument. Consider hospitals, which in California are regulated by the California Department of Public Health and are subject to Division 5 of Title 22 of the California Code of Regulations, the Health and Safety Code, and the Welfare and Institutions Code, not to mention federal regulations and guidelines. Nonetheless, if a patient incurs medical debt at a hospital, the

⁷⁴ See Appellant's Opening Brief at 24-25, 26; Bail Associations Letter at 5.

⁷⁵ Respondent's Brief at 42.

hospital cannot then make threatening or harassing phone calls to collect on that debt.⁷⁶

The same is true of vehicle dealerships, which are regulated by the California Department of Motor Vehicles and subject to a range of specific statutes and regulations.⁷⁷ The existence of these statutes and regulations does not allow a car salesperson who negotiates a vehicle financing agreement in Spanish to then force a monolingual Spanish-speaking buyer to sign the financing contract in English.⁷⁸

The fact that one set of laws applies does not render other laws inapplicable absent legislative intent to supersede those other laws.⁷⁹ Under the plain language of the statute, Section 1799.91 applies to bail bond companies that finance premium payments. Nothing in the Insurance Code changes that fact.

⁷⁶ See Cal. Civ. Code §§ 1788.10, 1788.11.

⁷⁷ These include, for example, Veh. Code §§ 3000 *et seq.*, 11700 *et seq.*; Code Regs. Tit. 13, §§ 268.04 *et seq.*, 550 *et seq.*; Civ. Code §§ 2981–2984.4; Health & Safety Code §§ 43150–43156, 43200–43213, 43600–43660.

⁷⁸ See Civ. Code § 1632.

⁷⁹ Here, it is clear that the Insurance Code does not supersede Section 1799.91. See Respondent’s Brief at 41 n. 4.

VII. CONCLUSION

For the reasons stated above, *Amici* respectfully request that the Court affirm the trial court's preliminary injunction.

Respectfully submitted,

DATED: August 25, 2021

MITCHELL SILBERBERG & KNUPP LLP

By: /s/ Mark C. Humphrey

Mark C. Humphrey

Attorneys for *Amici Curiae*

Public Counsel, Community Legal
Services in East Palo Alto, National
Consumer Law Center, The Debt
Collective, The Public Law Center,
Watsonville Law Center, East Bay
Community Law Center

CERTIFICATE OF COMPLIANCE

Counsel of Record hereby certifies that pursuant to Rule 8.204(c)(1) of the California Rules of Court, the enclosed *Amicus Curiae* Brief is produced using 13-point Times New Roman type including footnotes and contains approximately 9,069 words, which is less than the 14,000 words permitted by this Rule. Counsel relies on the word count of the computer program used to prepare this brief.

DATED: August 25, 2021 MITCHELL SILBERBERG & KNUPP LLP

By: /s/ Mark C. Humphrey
Mark C. Humphrey
Attorneys for *Amici Curiae*
Public Counsel, Community Legal
Services in East Palo Alto, National
Consumer Law Center, The Debt
Collective, The Public Law Center,
Watsonville Law Center, East Bay
Community Law Center

PROOF OF SERVICE

I am employed in the County of Los Angeles , State of California, I am over the age of eighteen years and am not a party to this action; my business address is Mitchell Silberberg & Knupp LLP, 2049 Century Park East, 18th Floor, Los Angeles, CA 90067-3120, and my business email address is szm@msk.com. On August 25, 2021, I served the foregoing document(s):

APPLICATION OF PUBLIC COUNSEL, COMMUNITY LEGAL SERVICES IN EAST PALO ALTO, NATIONAL CONSUMER LAW CENTER, THE DEBT COLLECTIVE, PUBLIC LAW CENTER, WATSONVILLE LAW CENTER, AND EAST BAY COMMUNITY LAW CENTER FOR LEAVE TO FILE *AMICUS CURIAE* BRIEF IN SUPPORT OF RESPONDENT KIARA CALDWELL; PROPOSED *AMICUS CURIAE* BRIEF

by **TRUEFILING ELECTRONIC SERVICE:** I electronically served the foregoing via the Court’s Electronic Filing System (EFS) operated by ImageSoft TrueFiling (TrueFiling) on the designated recipients on the attached service list.

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I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 25, 2021, at Los Angeles, California.



Suguey G. Melara

SERVICE LIST
BBB Bonding Corporation dba Bad Boys Bail Bonds v. Kiara
Ferrari Caldwell Case No. A162453

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| <p>Brendan J. Begley Charles L. Post James Kachmar Audrey A. Millemann Ramona Carrillo WEINTRAUB TOBIN LAW CORPORATION 400 Capitol Mall, 11th Floor Sacramento, CA 95814 Telephone: (916) 558-6000 bbegley@weintraub.com cpost@weintraub.com jkachmar@weintraub.com amillemann@weintraub.com rcarrillo@weintraub.com</p> | <p>Attorneys for Plaintiff, Cross-Defendant, Appellant and Petitioner BBBB Bonding Corporation</p> <p style="text-align: right;"><i>Via True Filing</i></p> |
| <p>Jeffrey M. Cohon LAW OFFICES OF JEFFREY M. COHON, APC 10940 Wilshire Blvd., Suite 600 Los Angeles, CA 90024 Telephone: (310) 231-4470 jcohon@cohonlaw.com</p> | <p>Attorneys for Plaintiff, Cross-Defendant, Appellant and Petitioner BBBB Bonding Corporation</p> <p style="text-align: right;"><i>Via True Filing</i></p> |
| <p>Laurie Carr Mims Jay Rapaport Niall Mackay Roberts Donna Zamora-Stevens KEKER VAN NEST & PETERS LLP 633 Battery Street San Francisco, CA 94111-1809 Telephone: (415) 391 5400 Facsimile: (415) 397 7188 lmims@keker.com jrapaport@keker.com nroberts@keker.com dzamora-stevens@keker.com</p> | <p>Attorneys for Defendant, Cross-Complainant, and Respondent Kiara Ferrari Caldwell</p> <p style="text-align: right;"><i>Via True Filing</i></p> |

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| <p>Elisa Della-Piana Zal K. Shroff - MJP Rio Scharf LAWYERS' COMMITTEE FOR CIVIL RIGHTS OF THE SAN FRANCISCO BAY AREA 131 Steuart Street, Suite 400 San Francisco, CA 94105 Telephone: (415) 543-9444 Facsimile: (415) 543-0296 edellapiana@lccrsf.org zshroff@lccrsf.org rscharf@lccrsf.org</p> | <p>Attorneys for Defendant, Cross- Complainant, and Respondent Kiara Ferrari Caldwell</p> <p><i>Via True Filing</i></p> |
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