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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF NAPA**

10 SARA MEDINA, individually and on behalf of
all others similarly situated,

11 *Plaintiff,*

12 v.

13 TWO JINN, INC., a California corporation,
14 d/b/a ALADDIN BAIL BONDS

15 *Defendant.*

Case No. _____

CLASS ACTION COMPLAINT FOR:

**(1) VIOLATION OF THE UNFAIR
COMPETITION LAW, CAL. BUS.
& PROF. CODE §§ 17200, et seq.**

18 Plaintiff Sara Medina, individually and on behalf of a proposed class, brings this Class
19 Action Complaint against Defendant Two Jinn, Inc., d/b/a Aladdin Bail Bonds, seeking monetary
20 restitution, an injunction, and other appropriate relief from Aladdin's unenforceable and
21 unlawful credit bail agreements. Plaintiff alleges as follows upon personal knowledge as to
22 herself and her own acts and experiences, and as to all other matters, upon information and
23 belief.

24 **PARTIES**

25 1. Plaintiff Sara Medina is a natural person and a citizen of the State of California.
26 She resides in Napa, California.

27 2. Defendant Two Jinn, Inc. is incorporated in the State of California. Its principal
28 place of business is in Carlsbad, California. It regularly transacts business throughout the State,

1 including in Napa County. It commonly uses the business alias Aladdin Bail Bonds. It operates
2 as a bail bond agent in California.

3 **JURISDICTION AND VENUE**

4 3. This Court has jurisdiction over this action pursuant to Article VI, Section 10, of
5 the California Constitution and California Civil Procedure Code Section 410.10.

6 4. Venue is proper in this Court under California Civil Procedure Code Section
7 395(b) because this action arises from an offer or provision of goods, services, loans, or
8 extensions of credit intended primarily for personal, family, or household use, and because
9 Plaintiff presently resides in this County and resided here at the time the Credit Agreements
10 discussed below were signed.

11 **GENERAL ALLEGATIONS**

12 **I. How Cash Bail Works in California**

13 5. When a person in California is arrested and accused of a crime, the court must
14 decide whether to permit their release from detention pending trial. When release is appropriate,
15 it is usually accomplished through cash bail. The court sets a bail amount which, if posted,
16 entitles the individual to release, on the condition that they return to court for proceedings. If the
17 individual returns for proceedings as required, then the posted bail amount is returned to them
18 when proceedings are completed. If they fail to do so, they forfeit the posted bail.

19 6. Bail amounts set by courts in California are routinely set beyond the financial
20 means of the vast majority of people who face charges. In March 2021, the California Supreme
21 Court ruled that it violated the state constitution to “condition[] freedom solely on whether an
22 arrestee can afford bail.” *In re Humphrey*, 11 Cal. 5th 135, 143 (2021). The court cited a report
23 finding that “[t]he median bail amount in California (\$50,000) is *more than five times* the median
24 amount in the rest of the nation (less than \$10,000).” *Id.* at 148 (emphasis in original). Because
25 of the high cost, most people have no choice but to work with commercial bail bond companies
26 if they want to be released from jail pending trial.

27 7. Bail bond companies post bail with the court in exchange for the payment of a
28 non-refundable “premium.” The premium is commonly calculated as 10% of the total bail

1 amount. Surety companies underwrite these bail bonds, and bail bond agents coordinate the
2 transactions with the accused, the sureties, and the courts. For example, if a court sets bail at
3 \$100,000, a surety working with a bail agent will underwrite the full bail amount with the court
4 in exchange for a \$10,000 (10%) non-refundable premium payment.

5 8. Most people caught in these circumstances do not have the ability to pay \$10,000
6 out of pocket, however. By way of example, according to the Federal Reserve, in 2019, half of
7 American families had less than \$5,300 in cash savings.

8 9. To secure sales, then, many bail bond agents—including Aladdin—agree to
9 accept payment of the required premium through a credit transaction. Take the hypothetical
10 \$10,000 premium on the \$100,000 bail discussed above. In this scenario, the bail bond company
11 might agree to post bail in exchange for a smaller “down” payment (such as \$1,000) with the
12 \$9,000 becoming a debt to be paid off later.

13 10. In other words, the bail bond agent offers credit services to consumers by
14 financing the bail bond premium. These arrangements are consumer loans subject to the
15 requirements of California Civil Code Sections 1799.90, *et seq.*

16 **II. Aladdin Does Not Comply with California Law for Consumer Credit Loans**

17 11. When Aladdin offers credit bail financing services in connection with a bail bond
18 transaction, it generally requires at least one friend or family member of the accused to co-sign
19 the loan. The co-signer is purportedly put on the hook not just for the cost of the bail bond
20 premium (*i.e.*, the \$10,000 discussed above), but also the amount of any forfeited cash bail (*i.e.*,
21 the full \$100,000 bail, if the accused fails to appear), as well as any costs related to enforcement.

22 12. Aladdin generally requires accused individuals and their co-signers to sign three
23 documents to process bail: an “Indemnity Agreement for Surety Bail Bond,” a “General
24 Conditions of Bail” sheet, and a “Promissory Note” (collectively, the “Credit Agreements”).

25 13. Aladdin’s goal is to make each co-signer fully responsible for repayment of the
26 consumer loan through which the bail bond premium is financed. Thereafter, Aladdin regularly
27 follows up with co-signers to ask them to pay off the balance of the loan.

28 14. However, Aladdin previously did not, and today does not always, provide co-

1 signers with the legally required notice—which is described in detail later in this Complaint—
2 that informs them of their rights and the consequences of signing before asking them to co-sign
3 the aforementioned agreements.¹ This failure renders the agreements invalid and unenforceable
4 against co-signers.

5 **FACTS SPECIFIC TO PLAINTIFF SARA MEDINA**

6 15. On May 11, 2018, Aladdin asked Ms. Medina to co-sign a consumer loan
7 financing a bail bond premium of \$16,000 to enable her former boyfriend to be released from jail
8 pending trial. Ms. Medina made a one-time “down payment” of \$10,000 on May 11, 2018, and
9 the contracts purported to make Ms. Medina financially liable for the balance under a payment
10 schedule.

11 16. At no time before asking Ms. Medina to sign the Credit Agreements did Aladdin
12 provide her with the legal notice required by California Civil Code Section 1799.91, which, as
13 depicted below, would have made clear that there were significant legal and financial
14 ramifications for Ms. Medina if she co-signed the loan but thereafter failed to make all the
15 required payments. Instead, Aladdin put Ms. Medina under the impression that her signature
16 was merely needed to process her former boyfriend’s release from jail, not that doing so would
17 create an ongoing set of financial obligations and liabilities for her.

18 17. Indeed, California Civil Code Section 1799.91 requires that, “[u]nless the persons
19 are married to each other, each creditor who obtains the signature of more than one person on a
20 consumer credit contract shall deliver to each person who does not in fact receive any of the
21 money, property, or services which are the subject matter of the consumer credit contract, prior
22 to that person’s becoming obligated on the consumer credit contract, a notice in English and
23 Spanish in at least 10-point font as follows:

24
25
26
27 ¹ Upon information and belief, at some time in 2021 (to be confirmed in discovery),
28 Aladdin began to sometimes provide the required notices. However, upon information and
belief, Aladdin still does not provide the required notices to all consumers asked to co-sign a
consumer credit loan.

1
2
3 **NOTICE TO COSIGNER (Traducción en Inglés Se
4 Requiere Por La Ley)**

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

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

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

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

13 **AVISO PARA EL FIADOR (Spanish Translation
14 Required By Law)**

15 Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido
16 este préstamo no paga la deuda, usted tendrá que pagarla. Esté seguro de que usted podrá pagar si sea obligado a pagarla y
17 de que usted desea aceptar la responsabilidad.

18 Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda,
19 mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

20 El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos metodos de
21 cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte,
22 quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligación de pagar esta deuda, se puede incluir esa
23 información en la historia de credito de usted.

24 Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

25
26 18. The notice required by Section 1799.91 (the "1799.91 Notice") makes clear the
27 following information, which would be material to a reasonable consumer:

- 28
- a. The bail bond credit arrangement is a legal debt.
 - b. The co-signer will be liable for the debt if the arrestee does not pay.
 - c. The co-signer may be liable for collection fees and other late fees if the arrestee does not pay.
 - d. The creditor may ask the co-signer to make payments without first asking the arrestee to do so.
 - e. The creditor can sue the co-signer, or garnish their wages, to enforce the debt obligation.
 - f. The bail bond credit arrangement may affect the co-signer's credit record.

19. Ms. Medina would not have agreed to cosign the loan or provide payments under

1 the Credit Agreements if Aladdin had provided her with the notice required by California Civil
2 Code Section 1799.91 explaining to her the true consequences of cosigning the agreements.

3 20. After Ms. Medina signed the Credit Agreements, Aladdin representatives
4 frequently and repeatedly called her demanding that she make additional payments, without
5 advising her that the Credit Agreements were in fact unenforceable.

6 21. Because Aladdin failed to provide the 1799.91 Notice to Ms. Medina or other
7 proposed Class Members before asking them to co-sign the Credit Agreements, those agreements
8 are unlawful and unenforceable, and the sums that Aladdin collected pursuant to the agreements
9 were collected unlawfully. *See* Cal. Civ. Code § 1799.95 (“No action shall be brought, nor shall
10 any security interest be enforced, by any creditor or any assignee of a creditor on any consumer
11 credit contract which fails to comply with this title against any person, however designated, who
12 is entitled to notice under Section 1799.91 and who does not in fact receive any of the money,
13 property or services which are the subject matter of the consumer credit contract.”).

14 22. Consequently, Ms. Medina and the proposed Class Members are entitled to a
15 refund of all payments they made to Aladdin pursuant to the Credit Agreements, a declaration
16 that the Credit Agreements are invalid and unenforceable, and an injunction prohibiting Aladdin
17 from seeking to demand or collect payments from any proposed Class Member pursuant to the
18 Credit Agreements.

19 CLASS ALLEGATIONS

20 23. **Class Definition:** Plaintiff brings this action pursuant to California Code of Civil
21 Procedure Section 382 on behalf of herself and a Class of similarly situated individuals, defined
22 as follows:

23 All people who cosigned a bail bond credit agreement from Two Jinn, Inc. or its
24 subsidiaries or affiliates, which did not include the notice described in California
25 Civil Code Section 1799.91 prior to signing, and who (1) owed, were asked to
26 make, or made a payment on or after March 23, 2018; and (2) were not a spouse
of the person who received release services under the arrangement at the time of
cosigning.

27 The following people are excluded from the Class: (1) any Judge or Magistrate presiding over
28 this action and members of their families; (2) Defendant, Defendant’s subsidiaries, parents,
successors, predecessors, and any entity in which the Defendant or its parents have a controlling

1 interest, and their current or former officers and directors; (3) persons who properly execute and
2 file a timely request for exclusion from the Class; (4) persons whose claims in this matter have
3 been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and
4 Defendant's counsel; and (6) the legal representatives, successors, and assigns of any such
5 excluded persons.

6 24. **Numerosity:** On information and belief, the proposed Class definition includes
7 thousands of people. Members of the Class can be identified through Defendant's records.

8 25. **Commonality and Predominance:** There are many questions of law and fact
9 common to Plaintiff's and the Class's claims, and those questions predominate over any
10 questions that may affect individual members of the Class. Common questions for the Class
11 include, but are not necessarily limited to the following:

- 12 a. Whether the Credit Agreements described above constitute consumer credit
13 contracts under California Civil Code Section 1799.90;
- 14 b. Whether Defendant failed to provide Plaintiff and the proposed Class Members
15 with the notice required by California Civil Code Section 1799.91 prior to
16 having them sign the Credit Agreements;
- 17 c. Whether the aforementioned failure constituted an unlawful, unfair, or
18 fraudulent business act or practice within the meaning of California's Unfair
19 Competition Law, California Business & Professions Code Sections 17200, *et*
20 *seq.*;
- 21 d. Whether Plaintiff and the proposed Class Members suffered injury in fact and
22 lost money or property as a result of Defendant's unlawful conduct within the
23 meaning of California Business & Professions Code Section 17204;
- 24 e. Whether Defendant was unjustly enriched by retaining the amounts received
25 from Plaintiff and Class Members under the Credit Agreements;
- 26 f. Whether Plaintiff and the proposed Class Members are entitled to restitution
27 and injunctive relief, *see* California Business & Professions Code Section
28 17203;

- 1 g. Whether Plaintiff and the proposed Class Members are entitled to refunds of all
2 amounts collected from them pursuant to unlawful and unenforceable co-signer
3 agreements, and the amount of such refunds;
- 4 h. Whether Plaintiff and the proposed Class Members are entitled to
5 disgorgement of ill-gotten profits from Defendant, in an amount not exceeding
6 their out-of-pocket losses; and,
- 7 i. Whether Plaintiff and the proposed Class Members are entitled to a declaration
8 that the co-signer agreements are unlawful and unenforceable, and injunctive
9 relief prohibiting Defendant from seeking to collect from them on those
10 agreements.

11 26. **Typicality:** Plaintiff's claims are typical of the claims of other members of the
12 Class in that Plaintiff and the members of the Class were harmed, and face ongoing harm, arising
13 out of Defendant's wrongful conduct.

14 27. **Adequate Representation:** Plaintiff will fairly and adequately represent and
15 protect the interests of the Class and have retained counsel competent and experienced in
16 complex litigation and class actions. Plaintiff's claims are representative of the claims of the
17 other members of the Class, as Plaintiff and each member of the Class lost money because of
18 Defendant's unlawful conduct. Plaintiff also has no interests antagonistic to those of the Class,
19 and Defendant has no defenses unique to Plaintiff. Plaintiff and her counsel are committed to
20 vigorously prosecuting this action on behalf of the Class and have the financial resources to do
21 so. Neither Plaintiff nor her counsel has any interest adverse to the Class.

22 28. **Policies Generally Applicable to the Class:** This class action is appropriate for
23 certification because Defendant has acted or refused to act on grounds generally applicable to the
24 Class as a whole, thereby requiring the Court's imposition of uniform relief to ensure compatible
25 standards of conduct toward the members of the Class and making final injunctive relief
26 appropriate with respect to the Class as a whole. The policies that Plaintiff challenges apply and
27 affect members of the Class uniformly, and Plaintiff's challenge of these policies hinges on
28 Defendant's conduct with respect to the Class as a whole, not on facts or law applicable only to

1 Plaintiff. The factual and legal bases of Defendant’s liability to Plaintiff and to the other
2 members of the Class are the same.

3 29. **Superiority:** This case is also appropriate for certification because class
4 proceedings are superior to all other available methods for the fair and efficient adjudication of
5 this controversy. The harm suffered by the individual members of the Class is likely to have
6 been relatively small compared to the burden and expense of prosecuting individual actions to
7 redress Defendant’s wrongful conduct. Absent a class action, it would be difficult for the
8 individual members of the Class to obtain effective relief from Defendant. Even if members of
9 the Class themselves could sustain such individual litigation, it would not be preferable to a class
10 action because individual litigation would increase the delay and expense to all parties and the
11 Court and require duplicative consideration of the legal and factual issues presented. By
12 contrast, a class action presents far fewer management difficulties and provides the benefits of
13 single adjudication, economy of scale, and comprehensive supervision by a single Court.
14 Economies of time, effort, and expense will be fostered and uniformity of decisions will be
15 ensured.

16 30. Plaintiff reserves the right to revise each of the foregoing allegations based on
17 facts learned through additional investigation and in discovery.

18 **COUNT I**
19 **Cal. Bus. & Prof. Code §§ 17200, et seq. (UCL)**
20 **Unlawful Business Practices**

21 31. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

22 32. Defendant’s Credit Agreements, described above, constitute “consumer credit
23 contracts” under California Civil Code Section 1799.90(a). The Credit Agreements create an
24 obligation to pay money on a deferred basis; the money, property, services, or other
25 consideration that are the subject matter of the contract, is primarily for personal, family, or
26 household purposes; they are loans or extensions of credit secured by other than real property, or
27 unsecured, for use primarily for personal, family, or household purposes; and they are retail
28 installment contracts.

1 b) Declaring that Defendant’s conduct, as set out above, is unlawful under the UCL
2 and California Civil Code Section 1799.91;

3 c) Declaring that the Credit Agreements are invalid and unenforceable under
4 California Civil Code Section 1799.95;

5 d) Enjoining Defendant from seeking to collect on, or to enforce, the Credit
6 Agreements against Plaintiff or the Class;

7 e) Enjoining Defendant from continuing the challenged conduct;

8 f) Awarding restitution to Plaintiff and Class Members in an amount to be
9 determined at trial,

10 g) Requiring disgorgement of all of Defendant’s ill-gotten gains, not exceeding
11 Plaintiff and Class Members’ out-of-pocket losses;

12 h) Awarding reasonable attorney’s fees and expenses;

13 i) Awarding pre- and post-judgment interest, to the extent allowable;

14 j) Requiring injunctive and/or declaratory relief as necessary to protect the interests
15 of Plaintiff and the Class; and

16 k) Awarding such other and further relief as equity and justice require, including all
17 forms of relief provided for under the UCL.

18 Dated: March 23, 2022

Respectfully Submitted,

19 **SARA MEDINA**, individually and on behalf of all
20 others similarly situated,

21 By: /s/ Yaman Salahi
22 Yaman Salahi

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