

MICHAEL D. PROUGH (No. 168741)
mdp@morisonprough.law
DEAN C. BURNICK (No. 146914)
dcb@morisonprough.law
MORISON & PROUGH, LLP
2540 Camino Diablo, Suite 100
Walnut Creek, CA 94597
Telephone: (925) 937-9990
Facsimile: (925) 937-3272

Attorneys for Defendant
RLI CORP.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HECTOR RONALDO
BARRIENTOS-LARIOS,
individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

RLI CORP.,
and DOES 1 through 10,

Defendants.

Case No.

NOTICE OF REMOVAL

[Los Angeles Superior Court Case:
No. 20STCV23958]

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA:

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. sections 1331, 1332(a) and (d), 1367, 1441, 1446 and 1453, defendant RLI Corp. hereby removes the above-captioned action to this Court from the Superior Court of the State of California for the County of Los Angeles. In support of this removal, RLI Corp. states the following:

1. On July 14, 2020, plaintiff Hector Ronaldo Barrientos-Larios (“Plaintiff”) sent RLI Corp. by first-class mail a Summons and Complaint

1 captioned *Hector Ronaldo Barrientos-Larios, individually and on behalf of all*
2 *others similarly situated v. RLI Corp., and Does 1 through 10*, Superior Court of
3 the State of California in and for the County of Los Angeles, case no.
4 20STCV23958 (the “State Court Action”).

5 JURISDICTION

6 2. The State Court Action is one of which the district courts of the United
7 States have original jurisdiction under the provisions of each of 28 U.S.C. Sections
8 1331 (federal question), 1332(a) (individual diversity) and 1332(d) (putative class
9 action diversity), and 1367 (supplemental jurisdiction). RLI Corp. may remove the
10 State Court Action pursuant to the provisions of 28 U.S.C. Sections 1441(a) and
11 (b), 1446(a)-(d) and 1453. This is a putative class action raising questions of federal
12 law between Plaintiff, a citizen or subject of a foreign state (Guatemala) presently
13 domiciled in California, and RLI Corp., a citizen of Delaware and Illinois.
14 Plaintiff’s class action complaint seeks injunctive relief for violation of the Federal
15 Immigration and Nationality Act of 1965 (“INA”), recovery for RLI Corp.’s alleged
16 violation of the federal due process rights of Plaintiff and all other class members,
17 and damages for RLI Corp.’s alleged breach of thousands of federally-mandated
18 and regulated immigration bonds issued for the benefit of the federal government.
19 As detailed in Paragraphs 5, 6 and 7, below, this case arises out of, and is
20 significantly rooted in, the Constitution and laws of the United States, and it is also
21 an alleged class action with an aggregate alleged amount in controversy exceeding
22 \$5,000,000, exclusive of interest and costs, and having an alleged amount in
23 controversy between Plaintiff and RLI Corp. exceeding the sum or value of
24 \$75,000, exclusive of interest and costs.

25 3. At the time the State Court Action was filed, and as of the date of the
26 filing of this notice of removal, plaintiff Hector Ronaldo Barrientos-Larios was and
27 is a citizen or subject of the foreign state of Guatemala, domiciled in California,
28 who is not lawfully admitted for permanent residence in the United States.

1 4. At the time the State Court Action was filed, and as of the date of the
2 filing of this notice of removal, defendant RLI Corp. was and is a corporation
3 organized under the laws of the State of Delaware, with its principal place of
4 business in Peoria, Illinois, and thus a citizen of both Delaware and Illinois.

5 5. ***Federal Question Jurisdiction.*** In the class action complaint filed in
6 the State Court Action, Plaintiff asserts five causes of action against RLI Corp.
7 arising from 2,421 immigration bonds issued by Big Marco Insurance and Bonding
8 Services, LLC, on behalf of RLI Insurance Company, with each named as a co-
9 obligor under each bond, and naming the United States Department of Homeland
10 Security (“DHS”) as the beneficiary. The class action complaint’s third cause of
11 action for “Due Process On Behalf Of Pre-Adjudication Breach Class” and fourth
12 cause of action for “Due Process On Behalf Of Sour Grapes Class” are founded
13 upon the United States Constitution. Those causes of action, and the class action
14 complaint’s first and second causes of action for injunctive relief and fifth cause of
15 action for breach of contract, are also allegedly founded upon, and rooted in, the
16 laws of the United States including but not limited to 8 U.S.C. § 1103(a)(1), 8
17 U.S.C. § 1103(a)(3), 8 C.F.R. § 103.6, and 8 C.F.R. § 213.1(h)(1), as well as the
18 federal common law. *E.g.*, Complaint at ¶¶16, 17, 34 and 35.

19 6. ***Diversity Jurisdiction (Class Action).*** In his class action complaint,
20 Plaintiff asserts for himself and on behalf of 2,420 other bond principals/class
21 members, claims for injunctive relief and for damages relating to over \$20 million
22 of outstanding immigration bonds. The aggregated claims of the individual class
23 members, as alleged, thus place into controversy an amount exceeding the class
24 action jurisdictional minimum sum or value of \$5,000,000, exclusive of interest and
25 costs. 28 U.S.C. § 1332(d)(6).

26 7. ***Diversity Jurisdiction (Individual).*** Plaintiff contends that the
27 consequence of his not securing the relief sought in the lawsuit would be his loss of
28 life upon being returned to Guatemala. (Complaint ¶¶ 40, 41). In light of the

1 foregoing, the amount in controversy according to plaintiff's own pleaded claims
2 and assertions, as an individual, would exceed the sum or value of \$75,000,
3 exclusive of interest and costs. 28 U.S.C. §§ 1332(a)(2).

4 8. This notice of removal is filed within 30 days of the date that RLI
5 Corp. received Plaintiff's mailing with a copy of the summons and complaint in the
6 State Court Action. The summons and complaint in the State Court Action were
7 first received by RLI on July 17, 2020. True and correct copies of all papers that
8 have been received by RLI in the State Court Action are attached hereto as Exhibit
9 A.

10 9. RLI Corp. will promptly file a notice of filing this notice of removal,
11 together with a copy of this notice, with the clerk of the Superior Court of the State
12 of California, in and for the County of Los Angeles, and will serve written notice of
13 the same on Plaintiffs' counsel of record.

14 WHEREFORE, RLI Corp. hereby gives notice that the State Court Action is
15 removed in its entirety from the Superior Court of the State of California, in and for
16 the County of Los Angeles, to the United States District Court for the Central
17 District of California.

18 Dated: August 5, 2020

MORISON & PROUGH, LLP

20 By: /s/ Michael D. Prough
21 Michael D. Prough

22 Attorneys for Defendant
23 RLI CORP.

24 5193

EXHIBIT A

Michael J. Hassen
Reallaw, APC
1981 N. Broadway, Suite 280
Walnut Creek, CA 94596-3852

Case 2:20-cv-01749-TLN-EFB Document 1-1 Filed 08/05/20 Page 2 of 50

NC

RECEIVED

JUL 17 2020

CLAIM DEPARTMENT

Hector Ronaldo
Barrientos Landis

Michael J. Hassen
Reallaw, APC
1981 N. Broadway, Suite 280
Walnut Creek, CA 94596-3852

888451.01

\$0.50 0

US POSTAGE
FIRST-CLASS
062 S00115E6893
FROM 94596



SCANNED-JUL 17 '20

POS-015

| | | |
|---|--|-----------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 124823 NAME: Michael J. Hassen FIRM NAME: Reallaw, APC STREET ADDRESS: 1981 N. Broadway, Suite 280 CITY: Walnut Creek STATE: CA ZIP CODE: 94596 TELEPHONE NO.: (925) 359-7500 FAX NO.: E-MAIL ADDRESS: mjhassen@reallaw.us ATTORNEY FOR (Name): Hector Ronaldo Barrientos-Larios | | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 N. Spring Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Courthouse | | |
| Plaintiff/Petitioner: Hector Ronaldo Barrientos-Larios Defendant/Respondent: RLI Corp. | | |
| NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL | | CASE NUMBER: 20STCV23958 |

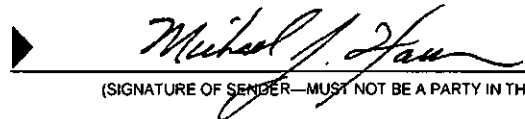
TO (insert name of party being served): RLI Corp.**NOTICE**

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: July 14, 2020Michael J. Hassen

(TYPE OR PRINT NAME)



(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPTThis acknowledges receipt of *(to be completed by sender before mailing)*:

- ☒ A copy of the summons and of the complaint.
- ☒ Other (specify):

Civil Case Cover Sheet and Notice of Case Assignment

(To be completed by recipient):

Date this form is signed: _____

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
ON WHOSE BEHALF THIS FORM IS SIGNED)(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

Page 1 of 1

POS-015

| | | |
|---|--|-----------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 124823 NAME: Michael J. Hassen FIRM NAME: Reallaw, APC STREET ADDRESS: 1981 N. Broadway, Suite 280 CITY: Walnut Creek STATE: CA ZIP CODE: 94596 TELEPHONE NO.: (925) 359-7500 FAX NO.: E-MAIL ADDRESS: mjhassen@reallaw.us ATTORNEY FOR (Name): Hector Ronaldo Barrientos-Larios | | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 N. Spring Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Courthouse | | |
| Plaintiff/Petitioner: Hector Ronaldo Barrientos-Larios Defendant/Respondent: RLI Corp. | | |
| NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL | | CASE NUMBER: 20STCV23958 |

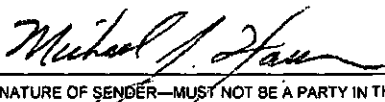
TO (insert name of party being served): RLI Corp.**NOTICE**

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: July 14, 2020Michael J. Hassen

(TYPE OR PRINT NAME)


 (SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)
ACKNOWLEDGMENT OF RECEIPTThis acknowledges receipt of *(to be completed by sender before mailing)*:

- ☒ A copy of the summons and of the complaint.
- ☒ Other (specify):

Civil Case Cover Sheet and Notice of Case Assignment

(To be completed by recipient):

Date this form is signed: _____

 (TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
 ON WHOSE BEHALF THIS FORM IS SIGNED)

 (SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
 ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

Page 1 of 1

ORIGINAL

SUM-100

**SUMMONS
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

RLI Corp., and Does 1 through 10

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Hector Ronaldo Barrientos-Larios, individually and on behalf of all others similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**FILED**Superior Court of California
County of Los Angeles

JUN 23 2020

Sherri R. Carter, Executive Officer/Clerk
By Steven Drew, Deputy
Steven Drew**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court
111 N. Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso)**20STCV23958**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Michael J. Hassen, Reallaw, APC, 1981 N. Broadway, Suite 280, Walnut Creek, CA 94596 (925) 359-7500

DATE: **JUN 23 2020** Sherri R. Carter, Clerk Clerk, by Steven Drew, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)). **STEVEN DREW**

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

| | |
|--|---|
| under: <input type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |
4. ☐ by personal delivery on (date):

ORIGINAL

CM-010

| | | |
|---|--|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address). Michael J. Hassen (Bar No. 124823) Reallaw, APC 1981 N. Broadway, Suite 280 Walnut Creek, CA 94596 TELEPHONE NO.: (925) 359-7500 FAX NO.: ATTORNEY FOR (Name): Hector Ronaldo Barrientos-Larios | | FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JUN 23 2020 Sherri A. ... Executive Officer/Clerk By: <i>[Signature]</i> Deputy Steven Drew |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse | | CASE NO. 20STCV23958 JUDGE: DEPT: |
| CASE NAME: Hector Ronaldo Barrientos-Larios v. RLI Corp. | | |
| CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) | Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | |

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

| | | |
|---|--|---|
| Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) | Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Five
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 22, 2020

Michael J. Hassen

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

FILED

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.223 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

ORIGINAL**RECEIVED**

JUN 23 2020

SHORT TITLE: Barrientos-Larios v. RLI Corp.

CASE NUMBER

Filing Window

20STCV23958

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

Auto
TortOther Personal Injury/Property
Damage/Wrongful Death Tort

| A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|--|---|--|
| Auto (22) | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 |
| Uninsured Motorist (46) | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist | 1, 4, 11 |
| Asbestos (04) | <input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death | 1, 11 1, 11 |
| Product Liability (24) | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental) | 1, 4, 11 |
| Medical Malpractice (45) | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice | 1, 4, 11 1, 4, 11 |
| Other Personal Injury/Property Damage/Wrongful Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11 |

06/25/2020

FILED

SHORT TITLE: Barrientos-Larios v. RLI Corp.

CASE NUMBER

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|--|---|--|---|
| Non-Personal Injury/ Property Damage/ Wrongful Death Tort | Business Tort (07) | <input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1, 2, 3 |
| | Civil Rights (08) | <input type="checkbox"/> A6005 Civil Rights/Discrimination | 1, 2, 3 |
| | Defamation (13) | <input type="checkbox"/> A6010 Defamation (slander/libel) | 1, 2, 3 |
| | Fraud (16) | <input type="checkbox"/> A6013 Fraud (no contract) | 1, 2, 3 |
| | Professional Negligence (25) | <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal) | 1, 2, 3 1, 2, 3 |
| | Other (35) | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort | 1, 2, 3 |
| Employment | Wrongful Termination (36) | <input type="checkbox"/> A6037 Wrongful Termination | 1, 2, 3 |
| | Other Employment (15) | <input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals | 1, 2, 3 10 |
| Contract | Breach of Contract/ Warranty (06) (not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2, 5 2, 5 1, 2, 5 1, 2, 5 |
| | Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014) | 5, 6, 11 5, 11 5, 6, 11 |
| | Insurance Coverage (18) | <input type="checkbox"/> A6015 Insurance Coverage (not complex) | 1, 2, 5, 8 |
| | Other Contract (37) | <input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9 |
| | Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____ | 2, 6 |
| | Wrongful Eviction (33) | <input type="checkbox"/> A6023 Wrongful Eviction Case | 2, 6 |
| Real Property | Other Real Property (26) | <input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2, 6 2, 6 2, 6 |
| | Unlawful Detainer-Commercial (31) | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer-Residential (32) | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 6, 11 |
| Unlawful Detainer | Unlawful Detainer- Post-Foreclosure (34) | <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure | 2, 6, 11 |
| | Unlawful Detainer-Drugs (38) | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs | 2, 6, 11 |

| | |
|---|-------------|
| SHORT TITLE: Barrientos-Larios v. RLI Corp. | CASE NUMBER |
|---|-------------|

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|---|---|---|---|
| Judicial Review | Asset Forfeiture (05) | <input type="checkbox"/> A6108 Asset Forfeiture Case | 2, 3, 6 |
| | Petition re Arbitration (11) | <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration | 2, 5 |
| | Writ of Mandate (02) | <input type="checkbox"/> A6151 Writ - Administrative Mandamus | 2, 8 |
| | | <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter | 2 |
| | | <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review | 2 |
| | Other Judicial Review (39) | <input type="checkbox"/> A6150 Other Writ /Judicial Review | 2, 8 |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | <input type="checkbox"/> A6003 Antitrust/Trade Regulation | 1, 2, 8 |
| | Construction Defect (10) | <input type="checkbox"/> A6007 Construction Defect | 1, 2, 3 |
| | Claims Involving Mass Tort (40) | <input type="checkbox"/> A6006 Claims Involving Mass Tort | 1, 2, 8 |
| | Securities Litigation (28) | <input type="checkbox"/> A6035 Securities Litigation Case | 1, 2, 8 |
| | Toxic Tort Environmental (30) | <input type="checkbox"/> A6036 Toxic Tort/Environmental | 1, 2, 3, 8 |
| | Insurance Coverage Claims from Complex Case (41) | <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only) | 1, 2, 5, 8 |
| Enforcement of Judgment | Enforcement of Judgment (20) | <input type="checkbox"/> A6141 Sister State Judgment | 2, 5, 11 |
| | | <input type="checkbox"/> A6160 Abstract of Judgment | 2, 6 |
| | | <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) | 2, 9 |
| | | <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) | 2, 8 |
| | | <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax | 2, 8 |
| | | <input type="checkbox"/> A6112 Other Enforcement of Judgment Case | 2, 8, 9 |
| Miscellaneous Civil Complaints | RICO (27) | <input type="checkbox"/> A6033 Racketeering (RICO) Case | 1, 2, 8 |
| | Other Complaints (Not Specified Above) (42) | <input type="checkbox"/> A6030 Declaratory Relief Only | 1, 2, 8 |
| | | <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) | 2, 8 |
| | | <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) | 1, 2, 8 |
| | <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex) | 1, 2, 8 | |
| Miscellaneous Civil Petitions | Partnership Corporation Governance (21) | <input type="checkbox"/> A6113 Partnership and Corporate Governance Case | 2, 8 |
| | Other Petitions (Not Specified Above) (43) | <input type="checkbox"/> A6121 Civil Harassment With Damages | 2, 3, 9 |
| | | <input type="checkbox"/> A6123 Workplace Harassment With Damages | 2, 3, 9 |
| | | <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case With Damages | 2, 3, 9 |
| | | <input type="checkbox"/> A6190 Election Contest | 2 |
| | | <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender | 2, 7 |
| | | <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law | 2, 3, 8 |
| <input type="checkbox"/> A6100 Other Civil Petition | 2, 9 | | |

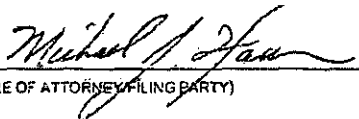
| | |
|---|-------------|
| SHORT TITLE: Barrientos-Larios v. RLI Corp. | CASE NUMBER |
|---|-------------|

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

| | | | |
|---|---------------|------------------|-----------------|
| REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11. | | | ADDRESS: |
| CITY: | STATE: | ZIP CODE: | |

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: June 22, 2020


 (SIGNATURE OF ATTORNEY FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

06/25/2020

ORIGINAL

55C-12

FILED
Superior Court of California
County of Los Angeles

JUN 23 2020

Sherri R. [Signature], Executive Officer/Clerk
By [Signature], Deputy
Steven Drew

1 REALLAW, APC
2 MICHAEL J. HASSEN (Bar No. 124823)
3 mjhasse@reallaw.us
4 1981 N. Broadway, Suite 280
5 Walnut Creek, CA 94596
6 Telephone: (925) 359-7500
7 Facsimile: (925) 557-7690

8 Attorneys for Plaintiff HECTOR RONALDO
9 BARRIENTOS-LARIOS, individually and on
10 behalf of all others similarly situated,

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

13 HECTOR RONALDO BARRIENTOS-
14 LARIOS, individually and on behalf of all
15 others similarly situated,

Case No. **20STCV23958**

**CLASS ACTION COMPLAINT FOR
INJUNCTIVE RELIEF, VIOLATION OF
DUE PROCESS AND BREACH OF
CONTRACT**

Plaintiff,

v.

16 RLI CORP., and Does 1 through 10,
17 Defendants.

18 Plaintiff Hector Ronaldo Barrientos-Larios, individually and on behalf of all others
19 similarly situated, complains and alleges against Defendant RLI Corp. ("RLI") as follows:

20 **INTRODUCTION**

21 1. Plaintiff and each member of the putative class faces immediate and
22 irreparable injury if Defendant RLI remits payment to the U.S. government for a breached
23 immigration bond prior to the U.S. government's final determination that such bond is actually
24 breached; pre-adjudication payment of his bond by RLI could subject the Plaintiff to immediate
25 arrest and deportation.

26 2. Plaintiff and each member of the putative class also faces immediate and
27 irreparable injury if Defendant RLI is permitted to exonerate its liability under the bonds simply
28 because the government's determination as to whether an immigrant may stay in the United States

Reallaw

FILED

06/25/2020

Reallaw

1 is taking longer than RLI expected, particularly in light of the fact that RLI made all of its money
 2 in premiums on the front end – realizing millions of dollars in premiums – and simply wants “out”
 3 early because it isn’t making any more money on these bonds.

4 JURISDICTION AND VENUE

5 3. This class action is brought pursuant to Code of Civil Procedure section
 6 382. The monetary damages sought by Plaintiff exceeds the jurisdictional limits of the Superior
 7 Court and will be established according to proof at trial. This Court has jurisdiction over this
 8 action pursuant to Article VI, Section 10, of the California Constitution.

9 4. The Court has personal jurisdiction over Defendant RLI Corp. because it is
 10 licensed to do business in the State of California and does business in this County, has an office in
 11 this County, and has its registered agent in this County.

12 5. Venue is proper in this County because pursuant to Code of Civil Procedure
 13 section 395.5 it is the County “where the contract is made or is to be performed, or where the
 14 obligation or liability arises, or the breach occurs”.

15 PARTIES

16 6. Plaintiff Hector Ronaldo Barrientos-Larios is a Guatemalan national who
 17 entered this county seeking asylum and thereafter passed his credible fear exam, which according
 18 to the federal government means there is “[a] ‘significant possibility’ that [he] can establish in a
 19 hearing before an Immigration Judge that [he] ha[s] been persecuted or ha[s] a well-founded fear
 20 of persecution on account of [his] race, religion, nationality, membership in a particular social
 21 group, or political opinion if returned to [his] country.” After passing his credible fear exam,
 22 Plaintiff was released from jail because he secured a bond from Defendant RLI and its agent, Big
 23 Marco Bonding and Insurance Services (“Big Marco”). (See Exh. 1, affidavit of Marco of Big
 24 Marco Bonding and Insurance Services); (See Exh. 2, Affidavit of Plaintiff.)

25 7. Defendant RLI Corp. is a Delaware corporation with its principal place of
 26 business in Peoria, Illinois. RLI is licensed to do business in the State of California and does
 27 business in the State of California and in this County. According to RLI’s latest SEC Form 10-K
 28 filing, “Although we operate in all 50 states, nearly 50 percent of our direct premiums earned were

Reallaw

1 generated in four states in 2019: *California – 16 percent*; New York – 14 percent; Florida – 10
 2 percent; and Texas – 9 percent. An interruption in our operations, or a negative change in the
 3 business environment, insurance market or regulatory environment in one or more of these states
 4 could have a disproportionate effect on our business and direct premiums earned.” (Italics added.)

5 8. Plaintiff is unaware of the true names and capacities of Defendants sued
 6 herein as Does 1-10, inclusive (“Doe Defendants”), and therefore sues these Doe Defendants by
 7 such fictitious names. Plaintiff will seek leave to amend this Complaint to allege the true names
 8 and capacities of said Doe Defendants when ascertained. Plaintiff is informed and believes that at
 9 all relevant times mentioned herein, each of the fictitiously-named Doe Defendants conducted
 10 business in Los Angeles County, California, and is culpable or responsible in some manner and/or
 11 conspired with one or more of the other Defendants for the conduct, acts, omissions, occurrences,
 12 injuries, and damages herein alleged, and that Plaintiff’s injuries and damages were directly and
 13 proximately caused thereby.

14 CLASS ACTION ALLEGATIONS

15 9. Plaintiff brings this lawsuit on his own behalf, as well as on behalf of each
 16 and every other person similarly situated, and thus seeks class certification under Code of Civil
 17 Procedure section 382.

18 10. The claims alleged herein arise from a breach of contract. As a matter of
 19 law, such claims are suitable for nationwide class action treatment. The only real legal issue
 20 pertinent to the breach of contract claims is the definition of “breach,” which does not differ from
 21 state to state. As one Court held, “Whether [a] contract[] ... has been breached is a pure and
 22 simple question of contract interpretation which should not vary from state to state.” (*Indianer v.*
 23 *Franklin Life Ins. Co.* (S.D.Fla.1986) 113 F.R.D. 595, 607, overruled in part on other grounds by
 24 *Ericsson GE Mobile Communs., Inc. v. Motorola Communs. & Elecs., Inc.* (11th Cir. 1997) 120
 25 F.3d 216, 219 fn. 12; accord *Leszczynski v. Allianz Ins.* (S.D. Fla. 1997) 176 F.R.D. 659, 672.) Put
 26 another way, “The application of various state laws would not be a bar where, as here, the general
 27 policies underlying common law rules of contract interpretation tend to be uniform.” (*Kleiner v.*
 28 *First Nat’l Bank of Atlanta* (N.D.Ga.1983) 97 F.R.D. 683, 694.) Or in the words of the Eleventh

Reallaw

1 Circuit, “A breach is a breach is a breach, whether you are on the sunny shores of California or
 2 enjoying a sweet autumn breeze in New Jersey. See Black’s Law Dictionary 200 (8th ed. 2004)
 3 (defining ‘breach of contract’ as ‘[v]iolation of a contractual obligation by failing to perform one’s
 4 own promise’).” (*Klay v. Humana, Inc.* (11th Cir. 2004) 382 F.3d 1241, 1263.)

5 11. Plaintiff’s proposed class consists of and is defined as follows:

6 ***Nationwide Pre-Adjudication Breach Class:***

7 All persons who were released from immigration detention with a
 8 release bond issued by RLI and who the federal government has
 9 stated has a breached immigration bond prior to a final
 10 determination by the Administrative Appeals Office (“AAO”) and
 11 the relevant U.S. Circuit Court of Appeals that such bond is actually
 12 breached.

13 ***Nationwide RLI Sour Grapes Class:***

14 All persons who were released from immigration detention with a
 15 release bond issued by RLI and who have done nothing to breach
 16 the terms of the bond.

17 12. Members of the Nationwide Pre-Adjudication Class and Nationwide RLI
 18 Sour Grapes Class are referred to herein as the “Class” or as “Class Members.” Plaintiffs reserve
 19 the right to redefine the Class and to add subclasses as appropriate, based upon further
 20 investigation, discovery, and specific theories of liability.

21 13. There are common questions of law and fact as to Class Members that
 22 predominate over questions affecting only individual members, including but not limited to:

- 23 a. Whether RLI may treat a statement that an immigrant has breached his or
 24 her bond as an adjudication that such a breach occurred even though the
 25 immigrant has appealed the finding of breach and that appeal has not yet
 26 been decided;
- 27 b. Whether RLI may treat a statement that an immigrant has breached his or
 28 her bond as an adjudication that such a breach occurred and pay the
 breached bond, thereby placing the immigrant at risk of arrest and
 deportation, before the immigrant’s appeal is finally adjudicated;
- c. Whether Federal Regulation 8 C.F.R. § 213.1(h)(1) – which states, “A

Reallaw

breach determination is administratively final when the time to file an appeal with the Administrative Appeals Office (AAO) pursuant to 8 CFR part 103, subpart A, has expired or when the appeal is dismissed or rejected.” – means that finding an immigrant has breached his or her bond is not final until the appeal period has expired, or the appeal has been dismissed, or the appeal has been rejected;

- d. Whether RLI, having been paid the full release bond premium at the time the release bond is issued and having made millions of dollars in such premiums, may terminate the bonds simply because the government’s determination as to whether an immigrant may stay in the United States is taking longer than RLI expected; and
- e. Whether a decision by RLI to remit payment to the U.S. government for a breached immigration bond prior to a final determination that such bond is actually breached could subject Class Members to immediate arrest and deportation.

14. The identity of the Class Members is readily ascertainable from RLI’S records.

15. There is a well-defined community of interest in the lawsuit as follows:

- a. Numerosity: The sizes of the Nationwide Pre-Adjudication Class and Nationwide RLI Sour Grapes Class are so numerous that joinder of all members would be neither feasible nor practical. The memberships of the Nationwide Pre-Adjudication Class and Nationwide RLI Sour Grapes Class are unknown to Plaintiffs at this time, but they are estimated to be greater than 100 individuals and are readily identifiable by inspection of RLI’s business records.
- b. Commonality and Typicality: Plaintiff’s claims and defenses, if any, are typical of those of other Class Members, and the claims of all Class Members turn on the resolution of common questions concerning

Reallaw

1 Defendant's failure to afford Class Members the full three days right to cure
2 as allowed under the contracts.

- 3 c. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
4 the interests of each Class Member with whom he has a well-defined
5 community of interest and with whom they share common and typical
6 claims. Plaintiff's attorney – the proposed class counsel – is well-versed in
7 the rules governing class action discovery, certification, and settlement.
- 8 d. Superiority: The nature of this lawsuit makes the use of the class action
9 device superior to other methods of adjudication. A class action will
10 achieve economies of time, effort and expense – both for the parties and for
11 the courts – as compared with separate lawsuits, and will avoid inconsistent
12 outcomes because the same issues can be adjudicated in the same manner
13 and at the same time for the entire Class.

14 THE IMMIGRATION PROCESS

15 16. The Secretary ("Secretary") of the Department of Homeland Security
16 ("DHS") has been given authority and powers pursuant of the Immigration and Nationality Act
17 (INA). Specifically, 8 U.S.C. §1103(a)(1) charges the Secretary with the administration and
18 enforcement of the INA by promulgating regulations, procedures, and policies.

19 17. One of the Secretary's enumerated powers is to prescribe the "bonds" used
20 by detained asylum seekers attempting to bail out of Immigration and Customs Enforcement
21 ("ICE") detention pending status determination. 8 U.S.C. §1103(a)(3). "Surety bonds," in turn, are
22 regulated pursuant to 8 C.F.R. §103.6(a) and (b), and by Treasury Department laws and statutes.

23 18. The Secretary's specific regulations concerning the administration of
24 "asylum" are at 8 C.F.R. §208.1 *et seq.* Thereunder, when an asylum detainee enters at other than
25 a port of entry, as many do, he or she may be released on a cash or surety bond, after a "risk
26 classification assessment." At some later point, the detainee must present for himself or herself at
27 an ICE administrative hearing to determine status.

Reallaw

GENERAL ALLEGATIONS

19. This lawsuit arises from the bail bond application of an asylum seeker detained in an ICE detention facility in California in 2017.

20. Travelling from his home country, Guatemala, Plaintiff entered the United States in January 2015 and was promptly arrested and placed in Imperial Regional Detention Facility in Calexico, California.

21. Plaintiff sought asylum on the grounds that he had a “credible fear” of persecution if returned to Guatemala. In order to pass a credible fear exam, an immigrant must establish a “significant possibility” that he or she can establish in a hearing before an Immigration Judge that he or she has been persecuted or has a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion if returned to his or her country. (*See* 8 U.S.C. § 1225(b)(1)(B)(iii)(v); 8 U.S.C. § 1101(a)(42)(A); 8 U.S.C. § 1158(b)(1)(B).)

22. The heavy burden of establishing this “significant possibility” lies with the immigrant:

The asylum applicant carries the burden of proving statutory “refugee” status. [Citation.] To establish asylum eligibility, the alien may, with specific and credible evidence, establish a “well-founded fear” that a statutorily listed factor will cause such future persecution. [Citations.] “Demonstrating such a connection requires the alien to present specific, detailed facts showing a good reason to fear that he or she will be *singled out* for persecution on account of [a statutory factor].” [Citation.] An applicant’s fear of persecution must be both “subjectively genuine and objectively reasonable.” [Citations.]

(*Pablo v. U.S. Atty. Gen.* (11th Cir. 2009) 343 Fed. Appx. 527, 528 (affirming order denying asylum). *See also Gueye v. U.S. I.N.S.* (2d Cir. 2005) 127 Fed. Appx. 526, 527 (affirming order denying asylum); *Wen Shin Lin v. Bureau of Citizenship & Immigration Services* (2d Cir. 2007) 233 Fed.Appx. 63, 64 (same); *Ying Huang v. Holder* (2d Cir. 2013) 538 Fed.Appx. 77, 79 (same); *Mehla v. U.S. Dept. of Homeland Security* (S.D. Cal. 2019) 424 F.Supp.3d 997, 1004 (same).)

23. The credible fear exam is far from perfunctory:

Credible fear interviews occur after an alien has, at an airport interview, “indicate[d] an intention to apply for asylum, or expresse[d] a fear of persecution or torture, or a fear of return to his

08/25/2020

Reallaw

08/25/2020

1 or her country.” 8 C.F.R. § 235.3(b)(4). Federal regulations require
 2 that all applicants who are referred from an airport interview to a
 3 credible fear interview be provided with a Form M-444, titled
 “Information About Credible Fear Interview.” Id. § 235.3(b)(4)(i).
 This form describes:

4 (A) The purpose of the referral and description of the credible fear
 interview process;

5 (B) The right to consult with other persons prior to the interview and
 6 any review thereof at no expense to the United States Government;

7 (C) The right to request a review by an immigration judge of the
 8 asylum officer’s credible fear determination; and

9 (D) *The consequences of failure to establish a credible fear of
 persecution or torture.*

10 (*Zhang v. Holder* (2d Cir. 2009) 585 F.3d 715, 723, italics added.)

11 24. On February 25, 2017, the federal government determined that Plaintiff had
 12 established a credible fear of persecution and allowed him to be released on bond as an immigrant
 13 lawfully in the United States until his asylum status is determined by a competent court of
 14 jurisdiction. (*See* Exhs. 1, 2.)

15 25. Because Plaintiff passed his credible fear exam, federal law permits him to
 16 remain in the United States legally pending a determination of his request for asylum. But he was
 17 still required to secure a release bond in order to be released from detention.

18 26. Plaintiff is bonded through a contract between RLI and its agent, Big
 19 Marco, on the one hand, and the federal government on the other. RLI is approved by the U.S.
 20 Treasury as a surety eligible to secure commitments to the government. RLI’s agent, Big Marco
 21 Bonding and Insurance Services, posted Plaintiff’s bond. (*See* Exh. 1.)

22 27. One of the conditions of Plaintiff’s bond is that he appear at all hearings
 23 associated with his request for asylum, including “master calendar” hearings. Master calendar
 24 hearings are essentially status updates that advise Plaintiff and other asylum-seeking immigrants
 25 of their upcoming hearings and ultimately of the date on which their actual asylum hearing will be
 26 held.

27 28. Plaintiff appeared at all master calendar hearings of which he was notified.
 28 Plaintiff missed one master calendar hearing because he did not receive notice of it. Nonetheless,

Reallaw

1 working on the assumption that he had received notice of the hearing, Plaintiff's failure to appear
2 resulted in entry of an order for his deportation.

3 29. Again, Plaintiff attended numerous status conference hearings in regard to
4 scheduling his actual asylum hearing. Plaintiff failed to appear at one status conference and a
5 subsequent review by Plaintiff's independent third party bond agent, Big Marco, of records and
6 information revealed that Plaintiff missed the hearing because the federal government had failed to
7 provide him with any notice of the hearing. (See Exh. 1.) Nevertheless, at the status conference
8 held in his absence, Plaintiff's deportation was ordered. Plaintiff emphasizes that he did not
9 actually "fail to attend" the status conference; he had never received notice of it. Plaintiff plainly
10 would have appeared had he known about the hearing as evidenced by the fact that he had
11 attended numerous other status conferences and by the fact that he had passed his credible fear
12 exam and thus had the strongest incentive in the world not to breach the terms of his bond – viz.,
13 his very life literally depended on it.

14 30. Plaintiff had no reason to miss a master calendar hearing that would tell him
15 when to appear for his actual asylum hearing. He knew that he already had passed the "credible
16 fear" test and thus that he had proven a "significant possibility" that he could establish that he had
17 been persecuted or had a well-founded fear of persecution if returned to Guatemala.

18 31. Even though Plaintiff's failure to appear at the status conference was
19 justified because he had not received any notice of the hearing (see Exh. 2), an order of
20 deportation was entered against Plaintiff and the federal government determined that he breached
21 his bond (see Exhs. 1, 2).

22 32. On November 21, 2019, Plaintiff timely appealed his bond breach
23 determination to the AAO. That appeal has not been dismissed or rejected; Plaintiff's appeal
24 remains pending before the AAO, awaiting its decision.¹

25 _____
26 ¹ Plaintiff also filed an application for a U-Visa, which is a visa issued to immigrants who are
27 victims of a crime and who are cooperating with law enforcement authorities to solve the crime.
28 Local law enforcement signed Plaintiff's U Visa application, which is a prerequisite to applying
for a U Visa. Plaintiff continues to work actively with local law enforcement to solve the crime
perpetrated against him.

Reallaw

1 33. Even though Plaintiff's appeal means, as a matter of law, that the finding he
2 breached his bond is not final, RLI intends to remit payment on Plaintiff's bond based on the
3 government's assertion of a right to claim payment on a breach bond. That is contrary to law.

4 34. The plain language of the federal statute provides a claim for payment, by
5 the government, on a bond can only be made after a *final*—with emphasis on the word final—
6 determination that a bond has been breached: "A *final* determination that a bond has been
7 breached creates a claim in favor of the United States which may not be released by the office.
8 DHS will determine whether a bond has been breached." 8 C.F.R. § 103.6 (italics added).
9 Relevantly, that same regulation goes on to state, "If DHS determines that a bond has been
10 breached, it will notify the obligor of the decision... and inform the obligor of the right to appeal."
11 (8 C.F.R. § 103.6.)

12 35. A separate federal regulation provides for the right to appeal a finding by
13 DHS that a bond has been breached: "A breach determination is administratively final when the
14 time to file an appeal with the Administrative Appeals Office (AAO) pursuant to 8 CFR part 103,
15 subpart A, has expired or when the appeal is dismissed or rejected." (8 C.F.R. § 213.1(h)(1).) The
16 language of this regulation (8 C.F.R. § 213.1(h)(1), which expressly refers to "8 CFR part 103,"
17 establishes that a breach determination *is not final* – as required by 8 C.F.R. § 103.6 – until the
18 appeal period has expired or until an appeal, if filed, has been dismissed or rejected by AAO.

19 36. It is beyond peradventure that the government does not have a claim on a
20 bond for payment or otherwise until all of the following has happened: (1) DHS has made a
21 determination that an immigrant has breached the terms of his or her bond; (2) DHS has given
22 notice of that bond-breach determination; (3) DHS has provided notice to the immigrant of the
23 right to appeal its bond-breach determination; and (4) the immigrant fails to timely appeal *or* the
24 immigrant's timely appeal is dismissed or rejected by the AAO. Only after all four (4) of these
25 events have occurred is there a "*final determination*" that the bond has been breached.

26 37. Despite Plaintiff's timely appeal of his determined bond breach, and despite
27 him awaiting a decision as to whether said appeal will be dismissed or rejected, RLI has
28 announced to its agent that issued Plaintiff's bond that it, RLI, is going to pay the bond pursuant to

Reallaw

1 the non-final bond breach determination. RLI simply does not care about the fact that Plaintiff's
 2 timely appeal is still awaiting adjudication—reminding the reader that a bond breach isn't final
 3 with respect to a timely appeal (such as the one filed by Plaintiff) that has not been dismissed or
 4 rejected. (*See* Exh. 2.)

5 38. The result of RLI paying Plaintiff's non-final bond breach, prior to his
 6 timely appeal being dismissed or rejected, is that said payment creates a final judgment in favor of
 7 the government, which can't be set aside by an agency (8 C.F.R. § 103.6.) It also cancels the bond.
 8 In Plaintiff's case, that subjects him to the risk of immediate arrest and deportation—his freedom
 9 is indisputably affected by RLI's unlawful conduct. Under his best-case scenario, even if Plaintiff
 10 were somehow to succeed in getting his case reopened, he would still be subject to immediate
 11 detention because his bond would no longer be in place. (*See* Exh. 1.)

12 39. Because the federal government has no right to collect on Plaintiff's
 13 immigration release bond until there has been a "final determination" that the bond has been
 14 breached, RLI cannot remit payment thereon. Such an act by RLI will adversely affect Plaintiff's
 15 immigration status and will render his appeal to the AAO moot.

16 40. Put bluntly, if RLI pays his bond before his appeal of the finding of breach
 17 can be adjudicated and Plaintiff is deported, the likely result is that Plaintiff will meet his death at
 18 the hands of gang officials who double as agents of the government of Guatemala. The AAO will
 19 not trouble itself with determining whether, after religiously attending all prior status hearings,
 20 Plaintiff's failure to appear at one status conference was justified if Plaintiff is lying dead on the
 21 ground in Guatemala. And this is not melodramatic: Plaintiff already has proven a "significant
 22 possibility" that this will occur when he passed his "credible fear" test.

23 41. With his life being weighed in the balance, RLI's dogged insistence to pay
 24 Plaintiff's bond-breach determination *before it is final* comes down to money: "RLI receives no
 25 benefit from paying Plaintiff's bond early, other than it's [sic] ability to demand payment from
 26 [it's] indemnitor. *RLI is seeking to simply shorten its period of liability, but as an agent of RLI, I*
 27 *posted this bond with the intent that it would remain active until the respondent's case,*
 28 *including any appeals he filed or filed for his benefit, are finalized.*" (Exh. 1, italics added.)

Reallaw

42. RLI also is demanding payment with respect to other timely appeals of DHS bond-breach determinations, timely appeals that similarly have not been rejected or dismissed by the AAO. This shows RLI's intent to continue harming Plaintiff and other similarly situated immigrants in the same manner.

43. RLI is aware that as soon as it pays bond breach of Plaintiff or any other Class Member, that immigrant's freedom will be impacted as they will be subject to re-arrest and immediate deportation, regardless of the statutory rights to appeal the bond breach determination afforded them under the law. (See Exh. 1.)

44. This type of mean-spirited, profit-drive motive has at its base RLI's desire to compel the co-obligor on the bond of Plaintiff and other Class Members to pay RLI cash as indemnitor of those bonds while simultaneously canceling all of its (RLI's) own liability.

45. The victims of RLI's breach of contract are Plaintiff and his fellow Class Members, who are exercising their lawful right to remain in this country based on a showing of the "significant possibility" that they would be persecuted if returned to their homeland. Given that RLI already has realized millions of dollars in profit from the release bond insurance premiums paid at the time the bonds were issued, it should not now be allowed to treat Class Members' lives as utterly expendable simply because it is taking longer for the federal government to process their applications than RLI thought it would. That reflects either poor business due diligence or an unanticipated change in circumstances, but neither event supports making innocent people suffer because RLI decided years later that it should have demanded even higher premiums. As this Court holds the scales of justices before it, Plaintiff respectfully submits that the lives of thousands outweighs RLI's desire for more money.

FIRST CAUSE OF ACTION

Injunctive Relief On Behalf Of Pre-Adjudication Breach Class

46. Plaintiff incorporates by reference paragraphs 1 through 45 as though fully set forth herein.

47. Plaintiff travelled to the United States from his home country of Guatemala in January 2015 and immediately was arrested and placed in the Imperial Regional Detention

Reallaw

1 Facility in Calexico, California. Plaintiff sought asylum on the grounds that he had a “credible
 2 fear” of persecution if returned to Guatemala, and met the heavy burden of proving the
 3 “significant possibility” that he will be able to establish in a hearing before an Immigration Judge
 4 that he has been persecuted or has a well-founded fear of persecution on account of race, religion,
 5 nationality, membership in a particular social group, or political opinion if he is returned to
 6 Guatemala.

7 48. On February 25, 2017, after determining that he had established a credible
 8 fear of persecution, the federal government allowed Plaintiff to be released as an immigrant
 9 lawfully in the United States until his asylum status is determined by a competent court of
 10 jurisdiction. But Plaintiff was still required to secure a release bond in order to be released from
 11 detention.

12 49. Plaintiff is bonded through a contract between RLI and its agent, Big
 13 Marco, on the one hand, and the federal government on the other. One of the conditions of
 14 Plaintiff’s bond is that he appear at all hearings associated with his request for asylum, including
 15 “master calendar” hearings.

16 50. Plaintiff appeared at all master calendar hearings of which he was notified.
 17 Plaintiff missed one master calendar hearing because he did not receive notice of it. A subsequent
 18 review of records and information by Plaintiff’s bond agent, Big Marco, revealed that Plaintiff
 19 missed the hearing because the federal government had failed to provide him with any notice of
 20 the hearing. Nevertheless, at the status conference held in his absence, Plaintiff’s deportation was
 21 ordered.

22 51. Plaintiff did not “fail to attend” the status conference; he never received
 23 notice of it. Plaintiff would have appeared had he known about the hearing as evidenced by the
 24 fact that he had attended numerous other status conferences and by the fact that he had passed his
 25 credible fear exam. Plaintiff had no reason to miss a master calendar hearing that would tell him
 26 when to appear for his actual asylum hearing. He knew that he already had passed the “credible
 27 fear” test and thus that he had proven a “significant possibility” that he could establish that he had
 28 been persecuted or had a well-founded fear of persecution if returned to Guatemala.

Reallaw

1 52. Working on the assumption that Plaintiff had received notice of the hearing,
2 and even though his failure to appear at the hearing was justified because he had not received any
3 notice of it, an order of deportation was entered against Plaintiff and the federal government
4 determined that he breached his bond.

5 53. On November 21, 2019, Plaintiff timely appealed his bond breach
6 determination to the AAO. That appeal has not been dismissed or rejected; Plaintiff's appeal
7 remains pending before the AAO, awaiting its decision.

8 54. RLI now seeks to pay Plaintiff's bond prior to a final determination of
9 whether he breached the bond. Pre-adjudication payment of Plaintiff's bond by RLI could subject
10 him to immediate arrest and deportation, and render moot the AAO's determination of his appeal.

11 55. RLI also has made known its intent to pay the bonds of all members of the
12 Pre-Adjudication Breach Class prior to a final determination of whether they breached their bond.
13 Pre-adjudication payment of Class Members' bonds by RLI could subject Class Members to
14 immediate arrest and deportation, and render moot the AAO's determination of their appeals.

15 56. Plaintiff asserts that payment of the bond is improper and unwarranted
16 given that he never received notice of the hearing and, more importantly, given that the federal
17 government has not yet made a final determination as to whether Plaintiff actually breached his
18 bond.

19 57. Payment of Plaintiff's bond and of the bonds of other members of the Pre-
20 Adjudication Breach Class by RLI in advance of such a final determination would be premature.

21 58. Immediate payment of the bonds will cause Plaintiff and members of the
22 Pre-Adjudication Breach Class irreparable injury so as to warrant a preliminary injunction barring
23 RLI from paying his bond and the bonds of the Class Members prior a final determination of
24 whether Plaintiff or members of the Class breached the bond and until this Court has resolved
25 whether, as a matter of law and as a matter of equity, RLI should be permitted to pay the bonds.

26 59. Accordingly, Plaintiff will seek a temporary restraining order in connection
27 with seeking a preliminary injunction by this Court barring RLI from paying the bonds prior to a
28 final determination as to whether Plaintiff or members of the Class breached the bonds in order to

06/25/2020

1 maintain the status quo until the Court enters an order establishing whether, as a matter of law and
2 as a matter of equity, RLI should be permitted to pay the bonds.

3 **SECOND CAUSE OF ACTION**

4 **Injunctive Relief On Behalf Of RLI Sour Grapes Class**

5 60. Plaintiff incorporates by reference paragraphs 1 through 59 as though fully
6 set forth herein.

7 61. Plaintiff entered the United States illegally and was detained by ICE. The
8 federal government allowed Plaintiff to be released from detention on the condition that he secure
9 a release bond.

10 62. Plaintiff and all members of the RLI Sour Grapes Class are bonded through
11 RLI.

12 63. At the time RLI posted the bonds, it demanded and was paid premiums
13 sufficient to cover the entire life of the bonds. In other words, RLI made the same profit off of a
14 release bond that remained open for one (1) day as it made off of a release bond that remained
15 open for one (1) year.

16 64. RLI was paid millions of dollars in premiums for issuing bonds to the RLI
17 Sour Grapes Class.

18 65. RLI was happy to receive the benefits of this "pay in advance" arrangement
19 when the bonds remained open for short periods of time, but RLI was unhappy that due to delay in
20 federal government processing of immigrant applications some bonds remained open for several
21 years. RLI's disdain that some bonds remain open for several years, despite the fact that RLI
22 received payment in full upfront for accepting the risk in posting the bond and that the bond is
23 secured by an indemnitor, can be charitably characterized as nothing other than sour grapes.

24 66. RLI has made known its intent to pay the bonds of all members of the RLI
25 Sour Grapes Class solely because they are still open and even though members of the RLI Sour
26 Grapes Class are not in breach of their bonds. Payment of Class Members' bonds by RLI could
27 subject Class Members to immediate arrest and deportation, simply because RLI no longer wishes
28 the bonds to remain open.

Reallaw

08/25/2020

Reallaw

1 67. Given that RLI already has realized millions of dollars in profit from the
 2 release bond insurance premiums paid at the time the bonds were issued, it should not now be
 3 allowed to treat Class Members' lives as utterly expendable simply because it is taking longer for
 4 the federal government to process their applications than RLI thought it would. That reflects either
 5 poor business due diligence or an unanticipated change in circumstances, but neither event
 6 supports making innocent people suffer because RLI decided years later that it should have
 7 demanded even higher premiums. As this Court holds the scales of justices before it, Plaintiff
 8 respectfully submits that the lives of thousands outweighs RLI's desire for more money.

9 68. Payment of the bonds of members of the RLI Sour Grapes Class by RLI
 10 even though the bonds are not in breach would be inappropriate and place Class Members at risk
 11 of risk of arrest and deportation.

12 69. Immediate payment of the bonds will cause Plaintiff and members of the
 13 RLI Sour Grapes Class irreparable injury so as to warrant a preliminary injunction barring RLI
 14 from paying the bonds of the Class Members simply because RLI is disappointed that the federal
 15 government has not yet resolved the immigrant applications until this Court has resolved whether,
 16 as a matter of law and as a matter of equity, RLI should be permitted to pay the bonds.

17 70. Accordingly, Plaintiff will seek a temporary restraining order in connection
 18 with seeking a preliminary injunction by this Court barring RLI from paying the bonds of the RLI
 19 Sour Grapes Class in order to maintain the status quo until the Court enters an order establishing
 20 whether, as a matter of law and as a matter of equity, RLI should be permitted to exonerate its
 21 liability under the bonds simply because the federal government's determination as to whether an
 22 immigrant may stay in the country is taking longer than RLI expected, particularly in light of the
 23 fact that RLI made all of its money in premiums on the front end – realizing millions of dollars in
 24 premiums – and simply wants “out” early because it isn't making any more money on the bonds.

25 **THIRD CAUSE OF ACTION**

26 **Due Process On Behalf Of Pre-Adjudication Breach Class**

27 71. Plaintiff incorporates by reference paragraphs 1 through 70 as though fully
 28 set forth herein.

73. Under this system, the right to declare a breach of the bond rests with the federal government. When RLI invests upon itself the power to declare an immigrant in breach of his or her bond, it is donning the cloak of state color of authority and acts thereunder. Nothing in the immigration system otherwise allows a bond insurer such as RLI to deprive immigrants of their right to an appeal a finding of a bond breach or to “rule” upon their status. RLI cannot simply pay the bonds of members of the Pre-Adjudication Breach Class because RLI has made the “legal” determination that the Class Members are in breach without acting under color of state authority.

75. By unilaterally determining Plaintiff and other members of the Pre-Adjudication Breach Class have “breached” their bonds prior to completion of the appeals process, RLJ has violated the due process rights of Plaintiff and the Pre-Adjudication Breach Class.

Due Process On Behalf Of RLI Sour Grapes Class

- 17 -

Reallaw

1 77. In enacting the immigration laws, the federal government created a complex
 2 system of rights, laws and interwoven regulatory web that requires the involvement of various
 3 federal agencies, lawyers, and insurance companies. The federal government extensively regulates
 4 and controls the immigration system. Although the insurance companies like RLI are private
 5 entities, when they act under the construct of the immigration system and post any of the bonds
 6 permitted by the immigration system, they are providing public benefits which honor federal
 7 entitlements. In effect, they become an arm of the "state" and fulfill the government requirement
 8 for the posting of a release bond (or other immigration bond) under an entirely federally created
 9 immigration system. "Th[e] bond is posted as security for performance and fulfillment of the
 10 bonded alien's obligations to the government." (ICE Form I-352.)

11 78. Under this system, the right to terminate a bond rests with the federal
 12 government. When RLI invests upon itself the power to terminate an immigrant's bond without
 13 cause, it is donning the cloak of state color of authority and acts thereunder. Nothing in the
 14 immigration system otherwise allows a bond insurer such as RLI to deprive immigrants of their
 15 right to be free from ICE detention. RLI cannot simply terminate the bonds of members of the RLI
 16 Sour Grapes Class because RLI has decided that the bonds have remained open too long without
 17 acting under color of state authority.

18 79. Accordingly, by unilaterally determining that Plaintiff and other members
 19 of the Pre RLI Sour Grapes Class should no longer be free on bond, even though they have done
 20 nothing to violate the terms of their bond, RLI has violated the due process rights of Plaintiff and
 21 of the RLI Sour Grapes Class.

22 **FIFTH CAUSE OF ACTION**

23 **Breach Of Contract**

24 80. Plaintiff incorporates by reference paragraphs 1 through 79 as though fully
 25 set forth herein.

26 81. Plaintiff and other Class Members were released from ICE detention based
 27 on release bonds posted by RLI. "Th[e] bond is posted as security for performance and fulfillment
 28 of the bonded alien's obligations to the government." (ICE Form I-352.)

Reallaw

1 82. Under the terms required by the federal government for the bond, "The
2 surety is the obligor; the bonded alien is the principal; and the Department of Homeland Security
3 ("DHS") is the beneficiary of all bonds it authorizes. The obligor guarantees the performance of
4 the conditions of the bond." (ICE Form I-352.)

5 83. As the principal on the bond, who performance is guaranteed by the surety,
6 the immigrant is a third-party beneficiary of the bond contract between RLI and the federal
7 government. The only reason the bond contract exists is to secure the release of the immigrant. But
8 for the detention of the immigrant and the immigrant's desire to be released from detention, the
9 bond would never come into existence.

10 84. Plaintiff and the Class Members have performed all obligations required of
11 them by their bond or such performance has been excused.

12 85. RLI has breached its contractual obligations owed to Plaintiff and the Class
13 Members by seeking to pay the bonds as "breached" prior to a final judicial determination as to
14 whether Plaintiff or any Class Member breached their bond.

15 86. RLI has breached its contractual obligations owed to Plaintiff and the Class
16 Members by receiving millions of dollars in premiums, paid in advance at the time the bonds were
17 issued, and now seeking to exonerate its liability under the bonds simply because it is taking the
18 federal government longer to process Plaintiff's and the Class Members' immigration applications
19 than RLI expected.

20 87. RLI has breached its contractual obligations owed to Plaintiff and the Class
21 Members by receiving millions of dollars in premiums, paid in advance at the time the bonds were
22 issued, and now seeking to exonerate its liability under the bonds even though Plaintiff and the
23 Class Members have not committed any material breach of their bond.

24 88. RLI additionally has breached the implied covenant of good faith and fair
25 dealing implied into every contract.

26 WHEREFORE Plaintiff prays judgment as follows.
27
28

PRAYER FOR RELIEF

A. Certifying this action for class treatment, appointing Plaintiff as class representative, and appointing Plaintiff's counsel as class counsel;

B. Enjoining RLI from paying bonds of the Pre-Adjudication Breach Class prior to a final judicial determination that the Class Member breached their bond;

C. Enjoining RLI from paying bonds of the RLI Sour Grapes Class unless and until the federal government has obtained a final judicial determination that the Class Member breached their bond;

D. Awarding damages or restitution, including pre-judgment interest, on each count in an amount to be determined at trial;

E. Imposing punitive damages on RLI in an amount sufficient to penalize and deter its wrongful conduct;

F. Awarding reasonable attorneys' fees and costs of litigation; and

G. Granting such other relief as the Court may deem just and proper.

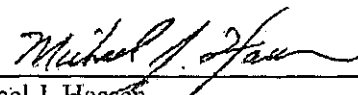
DEMAND FOR JURY TRIAL

Plaintiff requests a jury trial for any counts for which a trial by jury is permitted by law.

DATED: June 22, 2020

REALLAW, APC

By:


Michael J. Hassen
Attorneys for Plaintiff HECTOR RONALDO
BARRIENTOS-LARIOS, on behalf of himself
and all others similarly situated

Reallaw

06/25/2020

08/25/2020

EXHIBIT 1

08/25/2020

DECLARATION OF MARCO LIMANDRI

I, MARCO LIMANDRI, declare pursuant 28 U.S.C. § 1746 under penalty of perjury that the following is true and correct:

1. I am the owner of Big Marco Insurance and Bonding Services, LLC, located at 1010 State Street in San Diego, CA.
2. I am a bail agent, licensed by the State of California, who was appointed to write immigration bail bonds for RLI Insurance Company between January 20, 2016 and March 1, 2017.
3. Between the dates of January 20, 2016 and March 1, 2017 I wrote 2,421 immigration bonds through my contract with RLI Insurance Company, using the Power of Attorney provided to me by the insurance company, as its agent.
4. I issued immigration bonds through a program where said bonds were indemnified by Libre by Nexus, and its President, Michael Donovan.
5. On March 1, 2017, I was notified that RLI Insurance Company was no longer interested in issuing immigration bonds.
6. On June 6, 2016, I posted bond for my customer, Libre by Nexus, related to their client named Hector Ronaldo Barrientos-Larios. The bond amount was \$5,000.
7. On August 5, 2019, the federal government issued a notice I-340 for Mr. Barrientos-Larios, which requires the appearance of an alien at a set time and place for action related to their removal proceedings. All available information to me confirms that the immigrant did not receive notice.
8. On October 8, 2019 ICE officials breached the immigration bond of Mr. Barrientos-Larios.

9. On November 21, 2019, Mr. Barrientos-Larios' co-signer asked me to appeal the bond breach, because Mr. Barrientos-Larios was challenging his order of deportation.

10. RLI Insurance company is the co-obligor on the bond I posted for Mr. Barrientos-Larios.

11. RLI Insurance company has announced they intend to pay bond breaches before the appeals are adjudicated.

12. Paying a bond breach creates a final judgment in favor of the government, which can't be set aside by an agency (8CFR 103.6). It also cancels the bond. In Mr. Barrientos-Larios case, that would make him immediately arrestable and deportable. If his case were to be reopened, he would still be subject to immediate detention because his bond would no longer be in place. As a co-obligor, I filed an appeal in this case and I believe that appeal should be heard.

13. RLI has 120-days from the date of the invoice to pay the bond before it is referred to the treasury department. In my experience the government often waits to the end of that period to cancel invoices or reinstate bonds on appeal or subject to a motion to reconsider an agency determination.

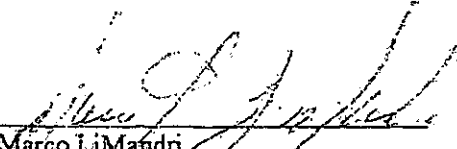
14. RLI receives no benefit from paying Mr. Barrientos-Larios' bond early, other than it's ability to demand payment from it's indemnitor. RLI is seeking to simply shorten its period of liability, but as an agent of RLI I posted this bond with the intent that it would remain active until the respondent's case, including any appeals he filed or filed for his benefit, are finalized.

15. I never represented to Mr. Barrientos-Larios or his co-signer that it was possible for the insurance company to pay his bond early and cancel his bond, because the practice is so shocking I've never seen it done before RLI has attempted to do it in this case.

16. The act of paying an immigration bond breach that you know to be invalid and challenged on appeal is cruel. The only affect is to harm the immigrant. If RLI pays this breach early it will be doing so over my most strenuous objections.

FURTHER DECLARANT MARCO LIMANDRI SAYETH NOT

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct. Executed this 2nd day of February 2020.


Marco LiMandri
Big Marco Insurance and Bonding Services, LLC

08/25/2020

08/25/2020

08/25/2020

EXHIBIT 2

AFFIDAVIT OF HECTOR RONALDO BARRIENTOS-LARIOS

My name is Hector Ronaldo Barrientos-Larios. I have personal knowledge of the facts and circumstances set forth in this Affidavit.

1. I entered the United States on January 17, 2015, having traveled to the United States from my native country of Guatemala.
2. I was arrested by United States Immigration authorities and I was placed in immigration custody at the Imperial Regional Adult Detention Facility in Calexico, California.
3. I was granted a credible fear interview and on 02/25/2017 the government determined that I had a credible fear because I had fled my country and face death upon return.
4. I was released from immigration custody on June 6, 2016 after posting a \$5,000 immigration bond. I was initially unable to post my bond, but I found Libre by Nexus and they helped me get my bond posted.
5. Libre by Nexus accepted me into their supervision program and co-signed on my bond on June 13, 2016, and I was released from custody that day.
6. When Libre by Nexus helped me post my bond, they worked with Big Marco Bonding Services. Big Marco was an appointed agent of RLI Insurance Company.
7. I kept all court dates as required of my bond. Without me knowing it, my case was docketed and I was ordered removed in my absence.
8. On August 5, 2019, the government issued a notice I-340 requiring me to appear on August 27, 2019. However the notice was never sent to me, and I never knew about the date.
9. I continue to fight my immigration case, and I filed an application for a U Visa, which is pending. The U Visa is based upon a crime in which I was severely beaten and nearly killed. I am presently cooperating with state authorities in that investigation and prosecution.

10. Because I have an active application pending and I am working to reopen my case based upon that petition, I am not deported.

11. On October 8, 2019, ICE breached my immigration bond.

12. In November of 2019, Libre by Nexus contacted me about my bond breach. I explained to them what had happened. They agreed to help me fight by appealing my breach status. If my case is breached and that is determined to be final, I will be subject to an immediate order of removal. Payment of the breach is, in effect, a final determination.

13. On November 21 of 2019, Libre by Nexus appealed the breach of my bond.

14. On January 30, 2020, Libre by Nexus informed me that they would pay for my appeal costs if the appeal is rejected by the AAO.

15. On January 28, 2020, Libre by Nexus informed me that RLI Insurance Company, a co-obligor on my bond, planned to pay my bond breach. Payment of the breach ends my appeal, cuts off my due process rights, and subjects me to immediate deportation regardless of my U Visa application.

16. If RLI pays my breach before the breach appeal can be adjudicated and I am deported, it will likely cause my death at the hands of gang officials who double as agents of the government of Guatemala.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on this the 23rd day of June, 2020, in Sacramento, California.



HECTOR RONALDO BARRIENTOS-LARIOS

| | | |
|---|--|--|
| SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES | | Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 08/23/2020 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>S. Drew</u> Deputy |
| COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012 | | |
| NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE | | |
| Your case is assigned for all purposes to the judicial officer indicated below. | | CASE NUMBER: 20STCV23958 |

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

| | ASSIGNED JUDGE | DEPT | ROOM | | ASSIGNED JUDGE | DEPT | ROOM |
|---|-----------------|------|------|--|----------------|------|------|
| ✓ | Carolyn B. Kuhl | 12 | | | | | |

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 06/25/2020

By S. Drew, Deputy Clerk

(Date)

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

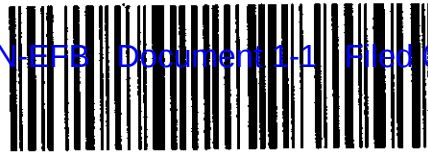
Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

Michael J. Hassen
eallaw, APC
81 N. Broadway, Suite 280
Walnut Creek, CA 94596-3852

Case 2:20-cv-01749-TLN-EFB Document 1-1 Filed 08/05/20 Page 43 of 50

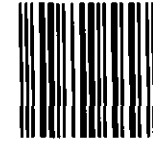


7018 0680 0000 4728 7318

**RETURN RECEIPT
REQUESTED**



1000



61615

U.S. POSTAGE PAID
FCM LG ENV
WALNUT CREEK, CA
94596
JUL 14, 20
AMOUNT

\$8.80

R2303S102692-03

Jeffrey D. Fick
RLI Corp.
9025 N. Lindbergh Drive
Peoria, IL 61615-1499

Civil Division

Central District, Spring Street Courthouse, Department 12

20STCV23958

HECTOR RONALDO BARRIENTOS-LARIOS vs RLI CORP.

July 23, 2020

12:59 PM

Judge: Honorable Carolyn B. Kuhl
Judicial Assistant: L. M'Greené
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: None

RECEIVED
JUL 23 2020
LAW DEPT

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NC RECEIVED

JUL 30 2020

CLAIM DEPARTMENT

Hector Ronaldo
Barrientos-Larios

NATURE OF PROCEEDINGS: COURT ORDER REGARDING NEWLY FILED CLASS ACTION

The Clerk's Office has randomly assigned this case to this department for all purposes. By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. Pursuant to Government Code Section 70616 (a)-(b), each party shall pay a fee of \$1,000.00 to the Los Angeles Superior Court, within 10 calendar days of this date.

The Court stays this case for all purposes, except for service of the Summons and Complaint, and filing notice of appearance or an affidavit of prejudice pursuant to Code of Civil Procedure Section 170.6. The stay continues at least until the Initial Status Conference.

Initial Status Conference is scheduled for 09/18/2020 at 09:30 AM in Department 12 at Spring Street Courthouse. This Order addresses:

- (1) Requirements for early sign-up with an e-service provider in order to facilitate communication with the parties throughout the pendency of the case.
- (2) Directives regarding appearance at status conferences.
- (3) The nature of the current stay of proceedings and the requirement to file a notice of appearance.
- (4) Steps counsel must take to prepare for the Initial Status Conference and to prepare and file a Joint Initial Status Conference Response Statement.

- (1) Early sign-up with an e-service provider.

For efficiency in communication with counsel, the complex program requires the parties in every new case to use a third-party cloud service that provides an electronic message board. In order to facilitate communication with counsel prior to the Initial Status Conference, the parties must sign-up with the e-service provider at least ten court days in advance of the Initial Status

Civil Division

Central District, Spring Street Courthouse, Department 12

20STCV23958

HECTOR RONALDO BARRIENTOS-LARIOS vs RLI CORP.

July 23, 2020

12:59 PM

Judge: Honorable Carolyn B. Kuhl

CSR: None

Judicial Assistant: L. M'Greené

ERM: None

Courtroom Assistant: None

Deputy Sheriff: None

Conference and advise the Court via email to sscdept12@lacourt.org, which provider was selected. The Court will issue an e-service order.

The court intends to use the message board provided by the e-service provider to communicate with the parties in order to determine if the court can issue a Case Management Order and set deadlines without the parties or attorneys appearing in the courtroom.

Electronic service is not the same as electronic filing. Only traditional methods of filing by physical delivery of original papers or by fax filing are presently available in the Complex Courts.

(2) Directions regarding appearance at status conferences.

Based on current conditions and public health requirements and recommendations regarding the spread of COVID-19, all appearances for status conferences should be by LA CourtConnect (see LACourt.org) absent an articulable special need to appear in person. Counsel also are strongly urged to appear via LA CourtConnect for law and motion matters. The Court must reduce crowding in our physical court facilities to the maximum extent possible.

(3) The nature of the current stay of proceedings and the requirement to file a notice of appearance.

As stated above, pending further order of this Court, **THESE PROCEEDINGS ARE STAYED IN THEIR ENTIRETY**. This stay precludes the filing of any answer, demurrer, motion to strike, or motions challenging the jurisdiction of the Court; however, each defendant is directed to file a Notice of Appearance for purposes of identification of counsel and preparation of a service list. The filing of such a Notice of Appearance is without prejudice to any challenge to the jurisdiction of the Court, substantive or procedural challenges to the Complaint, without prejudice to any affirmative defense, and without prejudice to the filing of any cross-complaint in this action. This stay is issued to assist the Court and the parties in managing this complex case and to reduce litigation costs through the development of an orderly schedule for briefing and hearings on procedural and substantive challenges to the complaint and other issues that may assist in the orderly management of these cases. This stay does not preclude the parties from informally exchanging documents that may assist in their initial evaluation of the issues presented in this case; however, it stays all outstanding discovery requests. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6.

(4) Steps counsel must take to prepare for the Initial Status Conference and to prepare and file a Joint Initial Status Conference Response Statement.

Civil Division

Central District, Spring Street Courthouse, Department 12

20STCV23958

HECTOR RONALDO BARRIENTOS-LARIOS vs RLI CORP.

July 23, 2020

12:59 PM

Judge: Honorable Carolyn B. Kuhl

Judicial Assistant: L. M'Greené

Courtroom Assistant: None

CSR: None

ERM: None

Deputy Sheriff: None

The court orders counsel to prepare for the Initial Status Conference by identifying and discussing the central legal and factual issues in the case. Prior to the Initial Status Conference, Counsel for all parties are ordered to meet and confer in person (no later than 10 days before the Conference). Counsel for plaintiff is ordered to initiate contact with counsel for defense to begin this process. Counsel then must negotiate and agree, as much as possible, on a case management plan. To this end, counsel must file a Joint Initial Status Conference Response Statement, five court days before the Initial Status Conference. The Joint Response Statement must be filed on line-numbered pleading paper and must specifically answer each of the below-numbered topics. Do not use the Judicial Counsel Form CM-110 (Case Management Statement).

1. **PARTIES AND COUNSEL:** Please list all presently-named class representatives and presently-named defendants, together with all counsel of record, including counsel's contact and email information.
2. **STATUS OF PLEADINGS:** Please indicate whether defendant has filed a Notice of Appearance or an Answer to the Complaint, and, if so, indicate the filing date(s).
3. **POTENTIAL ADDITIONAL PARTIES:** Indicate whether any plaintiff presently intends to add additional class representatives, and, if so, the name(s) and date by which these class representatives will be added. Indicate whether any plaintiff presently intends to name additional defendants, and, if so, the name(s) and date by which the defendant(s) will be added. Indicate whether any appearing defendant presently intends to file a cross-complaint and, if so, the names of cross-defendants and the date by which the cross-complaint will be filed.
4. **IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong person or entity, please explain why the named defendant is improperly named and the proposed procedure to correct this error.
5. **ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party believes one or more named plaintiffs might not be an adequate class representative, including reasons of conflict of interest as described in *Apple Computer v. The Superior Court of Los Angeles County* (2005) 126 Cal.App.4th 1253, please explain. No prejudice will attach to these responses.
6. **ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.
7. **OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list other cases with overlapping class definitions. Please identify the court, the short caption title, the docket

Civil Division

Central District, Spring Street Courthouse, Department 12

20STCV23958

HECTOR RONALDO BARRIENTOS-LARIOS vs RLI CORP.

July 23, 2020

12:59 PM

Judge: Honorable Carolyn B. Kuhl
Judicial Assistant: L. M'Greené
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: None

number, and the case status.

8. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION WAIVER CLAUSES: Please state whether arbitration is an issue in this case and attach a sample of any relevant clause of this sort. Opposing parties must summarize their views on this issue.

9. POTENTIAL EARLY CRUCIAL MOTIONS: Opposing counsel should identify and describe the significant core issues in the case, and then identify efficient ways to resolve those issues, including one or more, of the following:

Motion to Compel Arbitration,
Early motions in limine,
Early motions about particular jury instructions and verdict forms,
Demurrers,
Motions to strike,
Motions for judgment on the pleadings, or
Motions for summary judgment or summary adjudication.

10. CLASS CONTACT INFORMATION: Counsel should discuss whether obtaining class contact information from defendant's records is necessary in this case and, if so, whether the parties consent to an "opt-out" notice process (as approved in *Belaire-West Landscape, Inc. v. Superior Court* (2007) 149 Cal.App.4th 554, 561). Counsel should address timing and procedure, including allocation of cost and the necessity of a third-party administrator.

11. PROTECTIVE ORDERS: Parties considering an order to protect confidential information from general disclosure should begin with the model protective orders found on the Los Angeles Superior Court Website under "Civil Tools for Litigators."

12. DISCOVERY: Please discuss a discovery plan. If the parties cannot agree on a plan, summarize each side's views on discovery. The court generally allows discovery on matters relevant to class certification, which (depending on circumstances) may include factual issues also touching the merits. The court generally does not permit extensive or expensive discovery relevant only to the merits (for example, detailed damages discovery) at the initial stage unless a persuasive showing establishes early need. If any party seek discovery from absent class members, please estimate how many, and also state the kind of discovery you propose (See California Rule of Court, Rule 3.768).

13. INSURANCE COVERAGE: Please state if (1) there is insurance for indemnity or reimbursement, and (2) whether there are any insurance coverage issues which might affect

Civil Division

Central District, Spring Street Courthouse, Department 12

20STCV23958

HECTOR RONALDO BARRIENTOS-LARIOS vs RLI CORP.

July 23, 2020

12:59 PM

Judge: Honorable Carolyn B. Kuhl
Judicial Assistant: L. M'Greené
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: None

settlement.

14. **ALTERNATIVE DISPUTE RESOLUTION:** Please discuss ADR and state each party's position about it. If pertinent, how can the court help prepare the case for a successful settlement negotiation?

15. **TIMELINE FOR CASE MANAGEMENT:** Please recommend dates and times for the following:

The next status conference,

A schedule for alternative dispute resolution, if it is relevant,

A filing deadline for the motion for class certification, and

Filing deadlines for and descriptions of other anticipated non-discovery motions.

Plaintiff's counsel is directed to serve a copy of this Order on counsel for all parties, or, if counsel has not been identified, on all parties, within five (5) days of service of this Order. If any defendant has not been served in this action, service is to be completed within twenty (20) days of the date of this Order. The plaintiff must file a Proof of Service in this department within seven days of service.

CAROLYN B. KUHL, JUDGE
IT IS SO ORDERED
COMPLEX CIVIL LITIGATION

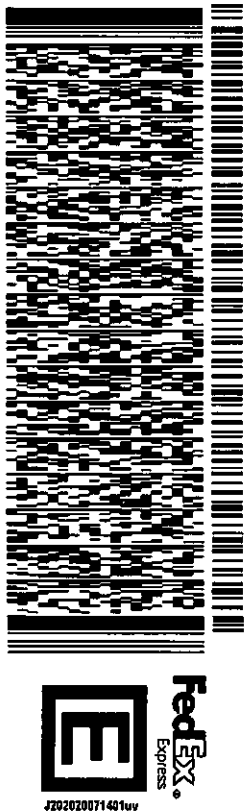
CAROLYN B. KUHL
Judge of the Superior Court

DATED: 7/23/2020

Counsel below is to provide notice to all parties.

Certificate of Mailing is attached.

| | | |
|--|--|--|
| ORIGIN ID:CCRA (925) 359-7500 KATHY KOHL REALLAW, APC 1981 N. BROADWAY SUITE 280 WALNUT CREEK, CA 94596 UNITED STATES US | | SHIP DATE: 28 JUL 20 ACTWGT: 1.00 LB CAD: 112761079/NET 4280 |
| TO JEFFREY D. FICK RLI CORP. 9025 N. LINDBERGH DRIVE PEORIA IL 61615 (309) 692-1000 REF: LAROS DEPT: | | BILL SENDER |
| TRACK# 7711 1043 6604 WED - 29 JUL 3:00P STANDARD OVERNIGHT XHPIAA IL-US 61615 BMI | | |



56B.G/C6A6/B766

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

CERTIFICATE OF SERVICE

I am employed in the County of Contra Costa, State of California. I am over the age of 18 and am not a party to this action. My business address is Morison & Prough, LLP, located at 2540 Camino Diablo, Suite 100, Walnut Creek, California 94597.

On August 5, 2020, I caused to be served the foregoing document(s):

• NOTICE OF REMOVAL

to the person(s) at the address(es) shown below:

Michael J. Hassen, Esq.

Reallaw, APC

1981 N. Broadway, Suite 280

Walnut Creek, CA 93596

Tel: 925-359-7500

Attorneys for Plaintiff

Hector Ronaldo Barrientos-Larios

and on behalf of all others similarly situated

X BY U.S. MAIL: I caused said to be placed for collection and processing for mailing with the U.S. Postal Service in Walnut Creek, California. I am readily familiar with this firm's practice for collection and processing of mail. It is deposited in the ordinary course of business with the U.S. Postal Service in a sealed envelope or package with postage fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct. I am employed in the office of a member of the bar of this Court at whose direction the service was made.

X (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on August 5, 2020 at Walnut Creek, California.



Hope Birdwell

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Asylum Seeker Alleges RLI Corp. Intends to Issue ICE Bond Payments to Gov't Prior to Final Breach Determinations](#)
