

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF LOUISIANA**

RONALD EGANA, SAMANTHA EGANA,  
and TIFFANY BROWN on behalf of  
themselves and those similarly situated,

Plaintiffs,

v.

BLAIR'S BAIL BONDS, INC., et al.,

Defendants.

**Case No. 2:17-cv-5899**

**HON. JANE TRICHE MILAZZO**

**SECTION "H"**

**HON. DANIEL E. KNOWLES (M-3)**

**THIRD AMENDED COMPLAINT**

**JURY DEMAND**

**CLASS ACTION**

**I. PRELIMINARY STATEMENT**

1. Plaintiffs institute this action against Blair's Bail Bonds, Inc., New Orleans Bail Bonds, L.L.C., Bankers I Tw[c 49-12.2(,)]-es8a Tw[c 49(O).2(U(P)-o[c 49(Om4.4( p[c 49(Oa0.5(4

an ankle monitor (although none was ordered by any court or provided for in the contract), and pay \$10 *per day* in illegal “ankle monitoring” fees. Since then, Blair’s and A2i have threatened and harassed Mr. Egana by sending armed men to kidnap him from his home, workplace, and on his way to court and hold him against his will in an effort to extort money from him, Ms. Brown, and Ms. Egana. When Blair’s and A2i were satisfied that they could not extract further money from Plaintiffs, they arrested and surrendered Mr. Egana back to jail. After a year of this extortion and abuse, Plaintiffs had paid over \$6000—an amount well above what they contracted to pay in the original bail bond contract and which included charges that violate state law. To meet this expense, Plaintiffs have borrowed money, spent down their savings, and fallen behind on household bills. After Mr. Egana’s eventual surrender for alleged nonpayment of the bail premium (including amounts added in for a previous balance), this money was never refunded, even though state law requires it to be.

3. Plaintiffs bring this action against Defendants to remedy multiple violations of the Truth in Lending Act, 15 U.S.C. § 1601 *et seq.*, (hereinafter “TILA”), and Regulation Z, 12 C.F.R. § 1026, promulgated pursuant thereto; the federal Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962 (hereinafter “RICO”), because of underlying acts of simple and aggravated kidnapping, extortion, extortionate collection of extension of credit, and the collection of unlawful debt; the Louisiana Racketeering Act, La. Stat. Ann. § 15:1351

15 U.S.C. § 1640(e), the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1964(c), and 28 U.S.C. §§ 1331 and 1337.

5. The Court has supplemental jurisdiction over claims arising under state law under 28 U.S.C. § 1367.

6. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to Plaintiffs' claims occurred in this District.

### **III. PARTIES**





26. When individuals seeking release are unable to pay the full cost of the bail bonding fee up front, some bail agents and sureties will extend the bond immediately with a down payment, while extending credit for the remainder of the bail bonding fees owed to be paid over time.

27. A recent study focused on Orleans Parish provides some information about money bail and the prevalence of bail bonds. There, median bail for those facing felony charges is \$10,000. Over the year studied, 97% of those facing felony charges who were able to secure their release pretrial did so by buying a commercial bail bond.<sup>2</sup> In total, these commercial bail bonds allowed bail agents and sureties to collect \$6.4 million. Of this amount, a portion went to government entities, but the vast majority—more than \$4.7 million—was kept by commercial bail bond agents and sureties.<sup>3</sup>

b. **Background on Defendants' Practices**

28. Blair's is a bail bonding company that arranges for the provision of bail bond services to individuals who have been jailed in and around the Greater New Orleans area, including at least Orleans Parish, Jefferson Parish, and St. Bernard Parish.

29. Blair's has an office in Orleans Parish, which is located across the street from the Orleans Parish Criminal Court and a block away from the New Orleans Municipal Court.

30. Blair's shares a principal place of business with New Orleans Bail Bonds. The office is labeled only as Blair's, and employees identify themselves as Blair's employees.

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<sup>2</sup> Mathilde Laisne, *et al.*, Vera Institute of Justice, *Past Due: Examining the Costs and Consequences of Charging for Justice in New Orleans* 6 (Jan. 2017), [goo.gl/p6KnKx](http://goo.gl/p6KnKx).

<sup>3</sup> Christian Henrichson, *et al.*, Vera Institute of Justice, *The Costs and Consequences of Bail, Fines and Fees in New Orleans* 23-24 (Jan. 2017), [goo.gl/CtzSNA](http://goo.gl/CtzSNA).



bail bond risks and to maintain control and supervision over bonded persons on its behalf. Under the General Agency Agreement, Bankers reserves the right to cancel any bail bond at any time.

36. Bonding Defendants charge a bail bonding fee that includes a premium that is calculated at 12% to 13% of the total value of the bond, plus an “administration fee,” “jail fees,” and other unexplained fees. These administrative, jail, and other unexplained fees frequently total hundreds of dollars. The Bonding Defendants’ bail bonding fees exceed what is allowed under Louisiana law.

37. The Bonding Defendants require that additional people sign as indemnitors to every bail bond agreement they enter. Indemnitors are required to sign a contract for payment of all bail bonding fees and for the full amount of the bond should the principal’s bond be forfeited.

38. These indemnitors are typically family members and close friends of the principal who are not otherwise involved in the relevant criminal case.

39. If the principal and the indemnitors are unable to pay all of the Bonding Defendants’ charges immediately, Blair’s will require an initial down payment and extend credit to cover any remaining balance owed on the bail bonding fee, allowing them to defer payment of the debt and repay the debt in installments. The Supervising Producer Agreement characterizes these arrangements as extensions of credit.

40. As a condition of such installment payment arrangements, if the principal has a preexisting balance with Blair’s, the principal and indemnitors are also required to consent to having their payments applied to the preexisting balance, not just the amounts owed under the current bail bond agreement, and to waive all rights to any refunds that may be due to them until all preexisting balances are paid on behalf of the principal. This requirement appears 7(i)7.8(r3s 7(i)1.5(s)-1p1



41. Many of the Bonding Defendants' clients who cannot pay all of the charges immediately are low-income individuals who enter into installment payment agreements with more than four installment payments to repay the debt.

42. As a condition of the extension of credit, Blair's and A2i also frequently require principals to wear GPS monitors on their ankles after their release from jail, even when there has been no court order mandating location monitoring.

47. Bonding Defendants do not disclose ankle monitoring as a condition of bail in the paperwork they sign with the principal and indemnitors, frequently waiting until the individual's release to disclose this term and the associated costs, and sometimes require the principal to sign a separate ankle monitoring agreement. Blair's has also imposed ankle monitors on individuals who owed money to Blair's many months after the original bail bond contract was signed under threat of surrendering the individual to jail.

48. Individuals often pay ankle monitoring fees together with payments on premium

52. Blair's entered into agreements to defer payment of the balance of the bail bonding fee and allow installment payments at least 26 times during the calendar year preceding the filing of this action where either the installment payment agreement is payable in more than four installments or the extension of credit is conditioned on payment of ongoing fees for a GPS ankle monitor or payment of a preexisting balance.

53. Blair's and A2i employ agents and bounty hunters to seize, detain, and surrender to jail principals and make threats to do so in order to coerce payment of bail bonding fees and fees associated with the ankle monitor. Agents employed by Blair's, including those from MIO Recovery Services, LLC, and agents employed by A2i, including those from MIO Recovery Services, LLC and WC Bryant Enterprises, regularly engage in these actions.

54. When individuals are surrendered to jail for nonpayment of their bail bonding fees or ankle monitor, Bonding Defendants are required to file a statement of surrender. When filed, these statements indicate that the individual was surrendered "on behalf of Bankers Insurance Co./Blair's Bail Bonds." Individuals are not refunded their premium by any of the Bonding Defendants when this occurs.

***Obtaining the Bond for Ronald Egana***

55. On or about May 24, 2016, Plaintiff Tiffany Brown contacted Blair's to ask about securing a commercial surety bond for her close friend, Ronald Egana, who was in jail in St.

56. On June 14, 2016, Mr. Egana's bail was reduced by the court from \$50,000 to \$26,000. The court imposed no special conditions of bail such as ankle monitoring.

57. On June 17, 2016, Ms. Brown and Mr. Egana's mother, Samantha Egana, went to the Blair's office and signed as "indemnitors" on a number of form contract documents that

said that Mr. Egana could have the ankle monitor removed after he had paid \$3000. Mr. Egana was not given paperwork regarding the ankle monitor at this time. Alroy Allen, a bounty hunter and officer of MIO Recovery Services, LLC, who was working as an agent of Blair's and A2i, installed the ankle monitor. The ankle monitor was provided by A2i.

### *The Contract Documents*

65. The contract documents included a "Payment Arrangements" agreement, an "Application for Bail Bond," a "Bail Bond Agreement, an Indemnity Agreement, a Contract of Guarantee," a "Promissory Note," a "Conditions of Bond" document, an "Attention All Customers" page, a "Confidential Location Addendum for Indemnitor," and a "Confidential Location Addendum for Bail Bond" (collectively, "Contract Documents").

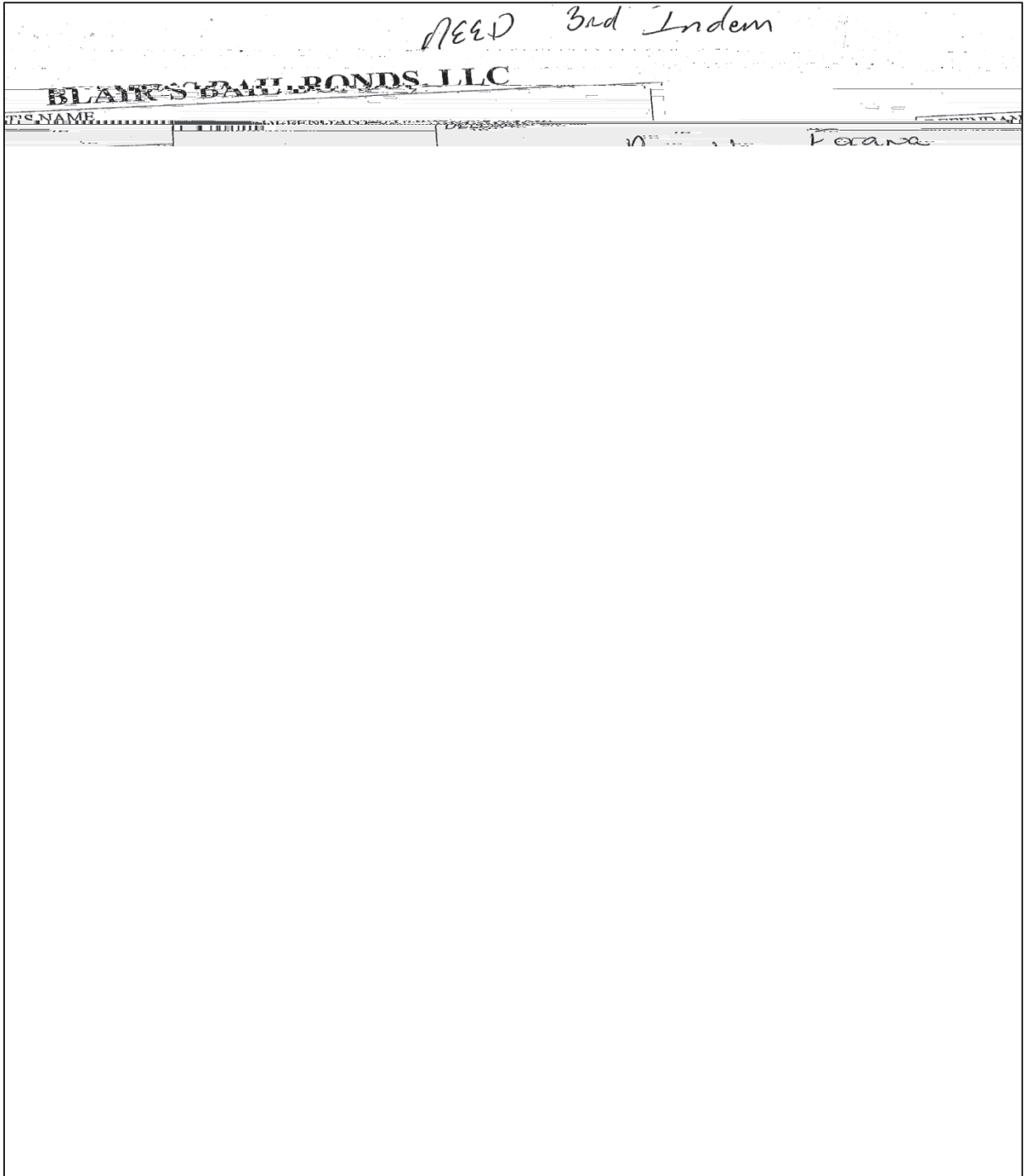
66. Bonding Defendants agreed to post Mr. Egana's \$26,000 bond with the court.

67. The Bail Bond Agreement required Mr. Egana to return to court when required and to submit to a number of other conditions, and provided that if Mr. Egana did not report to court as required and the \$26,000 bond was forfeited, then Mr. Egana, Ms. Egana, and Ms. Brown would pay the Bonding Defendants the full amount of the bond.

68. It also provided that "[t]he Defendant and the Indemnitor(s) further understand and agree that the Company, as surety, shall have control and jurisdiction over the Defendant during the term for which the bond is executed, and that the Company has the right to surrender the Defendant on this bond at any time the company so desires, in accordance with the law." It further states, "You must fulfill any payment arrangements that you have made, for the payment of the bond premium and costs charged herein. If you do not do so, and 30 days have passed from the date of your release, your bond may be surrendered for this cause alone."

69. The “Attention all Customers” document stated in capital letters that customers must notify the Bonding Defendants if the person is on probation or parole, because, if there is a probation or parole hold, “THE SHERIFF WILL NOT RETURN THE BOND OR THE MONEY PAID TO THE COURT AND STATE LAW WILL NOT ALLOW US TO GIVE A

73. A copy of the "Payment Arrangements" agreement, as it was presented by Blair's when Plaintiffs were able to obtain a copy in April 2017, appears below:



74. Blair's has also represented to Plaintiffs that Mr. Egana had previously entered into three additional bonding agreements with Bonding Defendants, in October 2010, May 2013,





80. With these payments, Mr. Egana and his indemnitors had paid a total of \$3815 to Blair's—\$540 more than the \$3275 bail bonding fee that the Payment Arrangements agreement required them to pay. Nevertheless, his ankle monitor was not removed.

81. Blair's continued to harass and threaten Mr. Egana. On December 26, 2016—the day after Christmas—Mr. Egana was sleeping at home when his ankle monitor started beeping. Two bounty hunters retained by Blair's were wandering around Mr. Egana's neighbor's property, looking for Mr. Egana. When they came to his house, they handcuffed him in front of his nieces and nephews. In their car, they had Mr. Egana call his mother and put her on speakerphone, and they told her that she had three hours to bring them money or they would take him to jail.

82. The bounty hunters took Mr. Egana to the Blair's office again where they kept him in handcuffs.

83. While they were waiting, the bounty hunters discovered that Mr. Egana had an outstanding warrant in Orleans Parish for missing a court date after his notice was sent to the wrong address. They contacted the bail bond company for that case, which picked up Mr. Egana and turned him over to the Orleans Justice Center.

84. Prior to handing Mr. Egana over to the other bail bond company, the bounty hunters removed Mr. Egana's ankle monitor.

85. Mr. Egana was subsequently released from the Orleans Justice Center.

86. On March 31, 2017, Mr. Egana was entering the Orleans Parish courthouse to appear at a hearing for his Orleans Parish charge when the bounty hunter, Mr. Allen, grabbed him as he was going through the metal detector. Mr. Egana insisted he needed to go to his hearing in Orleans, but Mr. Allen refused to release him and replied that Mr. Egana would now

“have a warrant in Orleans Parish.” Mr. Allen dragged Mr. Egana down the steps of the courthouse to the Blair’s office, saying, “We’re going to see how much money you can bring



wanted him to pay that full amount that he owed us.” Ms. Baptiste explained that she entered payments and missed pay dates into a “system” at Blair’s, and that the insurance company could view this information: “They’ll see a payment wasn’t made on the 7th on the [payment] arrangement, they’ll see a payment wasn’t made on the 12th. . . . They see a payment wasn’t





installments. After he was released from jail, Mr. Lightfoot was informed for the first time by Mr. Compass that he would have to wear and pay for an ankle monitor. When he protested, Mr. Compass told him that if he refused the ankle monitor, he would be surrendered to the jail and his down payment would not be returned, so he signed the ankle monitoring agreement.

110. Although Mr. Lightfoot kept up with his ankle monitor payments through Blair's, people working on behalf of A2i repeatedly insisted he owed A2i money and threatened to surrender him to jail. For example, on February 10, 2017, an employee of A2i who identified himself as "William" told Mr. Lightfoot in a text message that he had until the end of the day to make a payment on his ankle monitor, or else he would be picked up and his bond revoked. Mr. Lightfoot went to A2i's office that afternoon and paid the overdue balance.

111. On the morning of February 21, 2017, Mr. Lightfoot was sitting in his car while it was parked in the driveway of his house when four bounty hunters working on behalf of A2i pulled up and approached him. Two of the bounty hunters forced Mr. Lightfoot out of his car, pinned him up against it, handcuffed him, and told him that he could either give them money or go to jail.

112. Eventually, the bounty hunters allowed Mr. Lightfoot to call his brother to ask if he could pay A2i. His brother agreed and paid \$190 directly to A2i using his credit card. After the payment was made, the bounty hunters let Mr. Lightfoot go.

113. Mr. Lightfoot continued to dispute that he owed A2i money. He was eventually allowed to meet with Blair Boutte, owner of Blair's. At the meeting, Mr. Boutte explained to Mr. Lightfoot that the contract he had signed with A2i erroneously provided for a \$100 monthly payment, whereas it should have charged \$300. Mr. Boutte told Mr. Lightfoot that he had to sign a new contract providing for a \$300 monthly fee and that the "insurance company" required that

Mr. Lightfoot wear an ankle monitor. Mr. Boutte said that because of the insurance company, if Mr. Lightfoot refused to sign the new contract, Blair's would have to surrender him. Upon information and belief, the insurance company Mr. Boutte referenced was Bankers. Mr. Lightfoot asked Mr. Boutte if he could have some of his money back so he could post bond with a different agency. Mr. Boutte refused. Left with no choice, Mr. Lightfoot signed the new contract providing for \$300 monthly fees.

114. A2i continued to insist that Mr. Lightfoot was behind on his payments. In June, he received a text message from an agent working on behalf of A2i that told him to “bring cash to either.me [sic] or Blair's.tomorrow [sic] afternoon before.12 [sic] or risk removal from.program [sic] and.surrender [sic] into jail [.]” The employee informed him that until his payment was remitted, he would remain on the “active list for.surrender [sic] [.]” Mr. Lightfoot insisted he had





for the provision of bail bond services and signed an agreement to defer payment of any balance owed on the bail bonding fee and pay over time. This class is referred to as the “Deferred Payment Class.”



that they were surrendered because of one of the following reasons: change of address, concealment, leaving the jurisdiction without permission, failure to appear in court, withdrawal of an indemnitor from his obligation on the bond, or conviction of a felony. This class is referred to as the “Surrendered Subclass,” and is a subclass of the Deferred Payment Class. Members of this subclass have claims for conversion.

127. The class period of each claim alleged herein begins on the first day permitted by the applicable statute of limitations and continues until judgment or execution of a settlement which is finally approved by this Court.

128. Rule 23(a)(1), Impracticability of Joinder: The precise sizes of the classes and subclasses are as yet unknown by Plaintiffs but, given the volume of business conducted by Defendants, the class is believed to be so numerous and geographically dispersed that, in light of the nature of the action and size of each plaintiff’s claim, joinder of all members is impractical.

129. Rule 23(a)(2), Commonality: Plaintiffs raise claims based on questions of law and fact that are common to, and typical of, the putative class members they seek to represent.

**Questions of law and fact common to the Overcharged Class include:**

- a. Whether Defendants regularly charged and attempted to collect fees above the \$25 administrative fee and statutory cap on bail bond premiums;
- b. Whether collection of the fees above the premium and administrative fee allowed by law constituted conversion under Louisiana state law;
- c. Whether the Bonding Defendants’ standard contract requires that principals and indemnitors agree to pay all outstanding balances on previous bonds and waive all rights to any refund owed until any outstanding balances of the principal are paid;

d. Whether the requirement to pay earlier outstanding balances violates Louisiana state contract law on public policy grounds;

e. Whether Defendants required ankle monitoring and required principals to pay a standard daily fee for the use of the ankle monitor;

f. Whether A2i received these payments or a portion thereof; and

g. Whether contracting for payment of those fees violates Louisiana state contract law on public policy grounds.

**Questions of law and fact common to the Deferred Payment Class include:**

h. Whether Blair's utilizes standard form contracts when arranging for bail to be posted and deferring full payment of the bail bonding fee.

**Questions of law and fact common to the TILA Subclass include:**

i. The common question of fact listed in paragraph 129(h);

j. Whether the contracts used by Blair's failed to make the disclosures required by TILA;

k. Whether Blair's extended credit more than 25 times in the preceding calendar year;

o. Whether the agreement between the TILA Class and Blair's violated TILA.

**Questions of law and fact common to the Kidnapped Subclass include:**

- p. The common questions of law and fact listed in paragraph 129(h);
- q. Whether Blair's and A2i routinely detain against their will principals who are not current on their payments;
- r. Whether Blair's and A2i detain and hold principals against their will until they or others pay money demanded by Blair's and A2i or their agents, under further threat of jail;
- s. Whether Blair's and A2i collaborate and/or conspire in determining whether to demand money from a principal who is not current on payments or to surrender them

y. Whether Blair's and A2i have engaged in a pattern of racketeering activity; and

z. Whether Blair's and A2i's practices violate RICO and state RICO.

**Questions of law and fact common to the Kidnapped Principal Subclass include:**

aa. The common questions of law and fact listed in paragraph 129(h) and (p)-(u); and

bb. Whether the temporary detention of individuals on condition of payment of amounts allegedly owed for bail bonding fees and/or ankle monitoring fees constitutes false imprisonment.

**Questions of law and fact common to the Kidnapped Principal With Ankle Monitor Subclass include:**

ii. Whether Blair's and A2i regularly required principals and indemnitors to pay earlier outstanding balances of principals as a condition of extending credit toward the fees owed on the bond;

jj. Whether Blair's and A2i required principals to pay ankle monitoring fees as a condition of extending credit toward the fees owed on the bond;

kk. Whether these fees created a usurious interest rate under Louisiana law;

ll. Whether these fees caused the interest rate to be more than double the enforceable rate;

mm. Whether Blair's and A2i's practices constitute collection of unlawful debt;  
and

nn. Whether Blair's and A2i's practices violate RICO and state RICO.

**Questions of law and fact common to the Ankle Monitor Subclass include:**

oo. The common questions of law and fact listed in paragraph 129(h), (dd)-(ff), (jj)-(nn).

**Questions of law and fact common to the Surrendered Subclass include:**

pp. The common questions of law and fact listed in paragraph 129(h);



130. Rule 23(a)(3), Typicality: The claims of the Plaintiffs are typical of those asserted on behalf of the proposed Overcharged Class, Deferred Payment Class, TILA Subclass, Kidnapped Subclass, Kidnapped Principal Subclass, Kidnapped Principal With Ankle Monitor Subclass, Unlawful Debt Subclass, Ankle Monitor Subclass, and Surrendered Subclass. The injuries of the Plaintiffs all arise out of the Defendants' standard policies, practices, and customs. Moreover, the claims of Plaintiffs are materially identical to those of the putative class members.

131. Rule 23(a)(4), Adequacy: Plaintiffs will fairly and adequately protect the interests of the proposed Classes and Subclasses. Plaintiffs have no conflicts with the interests of the putative class members.

132. Rule 23(b)(2): The Defendants employed identical or substantially similar documents when providing bail bonding services, including to those who could not afford to pay bail bonding fees up front, and they acted in a consistent manner. Thus, each of the Defendants has acted on grounds generally applicable to the Overcharged Class. Blair's and A2i have acted on grounds generally applicable to the Unlawful Debt Subclass, and the Ankle Monitor Subclass, making equitable relief with respect to the Class and Subclasses as a whole appropriate.

133. Rule 23(b)(3): The common questions of fact and law predominate over the questions of law and fact affecting individual members of the proposed Classes and Subclasses, and a class action is a superior method to adjudicate these claims, making it appropriate to decide the claim through the class mechanism. Particularly, the questions of law and fact surrounding Defendants' standard policies and practices apply equally to all members of the respective Classes and Subclasses. Furthermore, proposed Class and Subclass members are all people who could not afford an up-front payment of a bail bond or a bail bonding fees, and have little ability to purs, alopp

claims because it will save the time, expense, and effort involved in preparing multiple claims against the same Defendants.

134. Rule 23(g): Plaintiffs are represented by attorneys from the Southern Poverty Law Center who have experience in class-action litigation involving civil rights law, as well as experience litigating policies and practices that harm consumers. Plaintiffs are also represented by the National Consumer Law Center, Inc. and the law firm of Wilmer Cutler Pickering Hale and Dorr LLP, which have extensive experience in consumer class actions, including those involving TILA, RICO, and contract claims. Counsel has the resources, expertise, and experience to prosecute this action.

## **VI. GENERAL RICO ALLEGATIONS**

135. Plaintiffs are “persons” with standing to sue within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c) (RICO) and La. Stat. Ann. § 15:1356(E) (state RICO).

136. Each of the Blair’s and A2i Defendants is a RICO “person” within the meaning of 18 U.S.C. § 1961(3) because each is an entity capable of holding a legal or beneficial interest in property.

### **The RICO Enterprise**

137. All Defendants have acted in concert and associated together as a distinct association-in-fact, and therefore an enterprise within the meaning of 18 U.S.C. § 1961(4) and La. Stat. Ann. § 15:1352(B). Defendants do not operate as completely separate entities in managing the bonding process. Such RICO Enterprise has an ongoing relationship with the common purpose of providing bail bonds to persons in the greater New Orleans area and charging and collecting exorbitant and illegal fees from those persons.

138. The RICO Enterprise is engaged in interstate commerce in that its activities and

unlawful collection of debt, as well as conspire with A2i to do the same. These Defendants pose a continuous threat of engaging in these racketeering acts.

142. Bankers provides the policy used to secure the bond with the court. Bankers' involvement in bail enforcement is memorialized in the Supervising Producer Agreement, which requires Blair's to cancel any bonds that Blair's or Bankers believes to be insecure or in danger of forfeiture. Indeed, through the Supervising Producer Agreement, Bankers reserves the right to unilaterally cancel any bail bond at Bankers' sole discretion. In addition, Bankers confers upon its agent, Blair's, extensive powers, including the power to contract with and supervise subagents. Bankers requires Blair's to maintain control and supervision over principals to avoid loss to Bankers and maintain profits.

143. Blair's and Bankers regularly communicate about the status of individual clients. For example, Bankers requests updates via email from Blair's about specific principals.

144. A2i provides the GPS ankle monitoring services used to monitor the location of defendants and find them to be seized. It also determines the ankle monitoring fees that will be collected by Blair's and A2i and employs and/or contracts with bounty hunters who threaten, seize and detain principals to coerce payment of ankle monitoring fees in violation of state and federal law.

145. Through these actions, A2i conducts, facilitates, furthers and participates in a pattern of racketeering (through predicate acts of kidnapping, extortion, and extortionate collection of extension of credit) and also commits the unlawful collection of debt, as well as conspires with Blair's to do the same. It knows and intends that these acts of racketeering will be committed through its participation in the enterprise. It poses a continuous threat of engaging in these racketeering acts.

146. As the experiences of Mr. Variste, Mr. Lightfoot, and Mr. Winzy—along with others who fear identifying themselves publicly—demonstrate, these practices are not limited to Mr. Egana. Rather, they extended over multiple years and are a regular way of conducting the ongoing business of Blair’s and A2i and of conducting or participating in the ongoing enterprise.

**VII. CLAIMS FOR RELIEF**

*supra*

f. By failing to provide the number, amounts, and timing of payments scheduled to repay the obligation, in violation of 15 U.S.C. § 1638(a)(6) and Regulation Z, 12 C.F.R. § 1026.18(g).

g. By failing to provide a statement that Plaintiffs should refer to the appropriate contract document for any information such document provides about nonpayment, default, the right to accelerate the maturity of the debt, and prepayment rebates and penalties, in violation of 15 U.S.C. § 1638(a)(12) and Regulation Z, 12 C.F.R. § 1026.18(p).

**SECOND CLAIM FOR RELIEF**  
**RICO Claim based on Collection of Unlawful Debt**  
**18 U.S.C. § 1962(c) & (d)**

***Named Plaintiffs and Unlawful Debt Subclass versus Blair's and A2i and Named Plaintiffs  
and the Ankle Monitor Subclass versus A2i***

152. Plaintiffs re-allege and incorporate by reference each and every allegation contained in paragraphs 1 through 116, 124 through 125, 127 through 134, and 135 through 146 as if fully set forth herein.

153. Named Plaintiffs bring this claim on behalf of themselves and the putative Unlawful Debt Class against all Blair's and A2i.

154. Named Plaintiffs also bring this claim on behalf of themselves and the putative Ankle Monitor Subclass against A2i.

155. Blair's and A2i conducted or participated in, furthered, facilitated and conspired to conduct the affairs of the RICO Enterprise through the collection of unlawful debt as described herein, in violation 18 U.S.C. § 1962(c) and (d).

156. Specifically, Blair's and A2i engaged in the collection of unlawful debt by collecting ankle monitoring fees that were imposed as a condition of extending credit toward the fees charged on the bond.

157. Blair's and A2i also engaged in the collection of unlawful debt by collecting and

applying payments by arrestees and indemnitors to outstanding balances owed by the arrestee to Blair's. This requirement was imposed as a condition of extending credit toward the fees charged on the bond, resulting in a rate more than double the allowed rate.

158. The debt was incurred in the business of lending money or a thing of value; namely, the purchase price of the bail bond.

159. Blair's and A2i charged ankle monitoring fees of \$10 per *day*, which is an annualized cost of \$3,650.

160. Based on the \$1660 balance owed by Named Plaintiffs at the time the credit was extended, this results in an annual interest rate of over 200%.

161. Blair's required the full amount to be paid on old balances: in Named Plaintiffs' case, approximately \$3,800.

162. These charges create a usurious rate under Louisiana law for Named Plaintiffs and the Class, is more than double the enforceable rate, and therefore constitutes an unlawful debt as defined by 18 U.S.C. § 1961(6).

163. As a direct and proximate result of Blair's and A2i's willful, knowing, and intentional acts discussed in this Claim, Plaintiffs and proposed Class members have suffered injuries to their property and/or business, including payment of unlawful debt to Blair's and A2i.

### **THIRD CLAIM FOR RELIEF**

#### **RICO Claim based on**

#### **Kidnapping, Extortion and Extortionate Collection of Extension of Credit**

#### **18 U.S.C. § 1962(c) & (d)**

#### ***Named Plaintiffs and the Kidnapped Subclass versus Blair's and A2i***

164. Plaintiffs re-allege and incorporate by reference each and every allegation contained in paragraphs 1 through 116, 121, 127 through 134, and 135 through 146 as if fully set forth herein.

165. Named Plaintiffs bring this claim on behalf of themselves and the putative



Kidnapped Subclass against Blair's and A2i.

166. Blair's and A2i conducted or participated in and conspired to conduct the affairs of the RICO Enterprise by engaging in the following predicate acts of racketeering activity under 18 U.S.C. § 1961(1), in violation of 18 U.S.C. § 1962(c) and (d):

- a. Simple kidnapping in violation of La. Stat. Ann. § 14:45;
- b. Aggravated kidnapping in violation of La. Stat. Ann. § 14:44;
- c. Extortion in violation of the Hobbs Act, 18 U.S.C. § 1951;
- d. Extortion in violation of La. Stat. Ann. § 14:66;
- e. Extortion in violation of the Travel Act, 18 U.S.C. § 1952; and
- f. Extortionate Collection of Extension of Credit in violation of 18 U.S.C.

§ 894.

a. Simple Kidnapping and Aggravated Kidnapping, La. Stat. Ann. §§ 14:44, 14:45

167. Through the RICO enterprise, Blair's and A2i committed the crime of kidnapping by intentionally and forcibly seizing Mr. Egana and similarly situated individuals without their consent and carrying them from the place of seizure to the Blair's office where they were kept against their will and in violation of La. Admin Code. tit. 37, pt. XIII, § 4911.

168. Blair's and A2i did this with the intent to obtain money from Named Plaintiffs and members of the Kidnapped Subclass and their indemnitors.

170. Blair's and A2i seized principals, told them to come up with certain amounts of money to avoid jail, and told them to call their family members.

c. Extortion, Hobbs Act, 18 U.S.C. § 1951

171. Plaintiffs re-allege and incorporate by reference the allegations appearing in Paragraph 169-70.

172. Blair's and A2i, through the RICO Enterprise, have obtained payments from Plaintiffs and the putative Kidnapped Subclass by the wrongful use of actual and threatened force and fear, in violation of 18 U.S.C. § 1951 (Hobbs Act).

173. The proceeds of Blair's and A2i's extortionate activities were used in commerce and prevented Plaintiffs from purchasing other goods in interstate commerce, and therefore affected commerce or the movement of any article or commodity in commerce, as these terms are understood by 18 U.S.C. § 1951(a).

d. Travel Act, 18 U.S.C. § 1952

174. Plaintiffs re-allege and incorporate by reference the allegations appearing in Paragraph 169-70.

175. Blair's and A2i, through the RICO Enterprise, have obtained by threat payments from Plaintiffs and the putative Kidnapped Subclass members, with the intent to deprive them of this money, in violation of 18 U.S.C. § 1952 (Travel Act).

176. Blair's and A2i, through the RICO Enterprise, have traveled in interstate

177. Plaintiffs re-allege and incorporate by reference the allegations appearing in Paragraph 169-70.

178. Blair's and A2i, through the RICO enterprise, engaged in the extortionate collection of extension of credit by using actual and threatened wrongful arrest, detention, and kidnapping.

179. As a direct and proximate result of Blair's and A2i' willful, knowing, and



until Blair's was satisfied with the amount of money class members or their indemnitors had produced.

190. Blair's did this while insisting that the Contract Documents signed by proposed subclass members conferred upon Blair's complete "jurisdiction and control" over the proposed Kidnapped Principal Subclass members.

191. A2i participated in the conduct described in the previous two paragraphs by conspiring with, assisting, or otherwise encouraging Blair's in detaining Plaintiff Mr. Egana and

197. Louisiana law limits the amount bail bond sureties or producers may charge; they may charge a \$25 administrative fee, La. Stat. Ann. § 22:855(B)(2)(b), and a bail bond premium of 12% of the total value of the bond, *id.* § 22:1443, except in Jefferson Parish where they may charge 12.5%, *id.* § 13:718(I)(2)(a).

198. Blair's and A2i knowingly charged Plaintiffs, and members of the putative Overcharged Class, fees above the \$25 fee and premium authorized by law, including ankle monitor fees, other fees referenced above, and requiring satisfaction of earlier outstanding balances. The Defendants retained all of said fees.

199. In so doing, Blair's and A2i engaged in a wrongful taking of property from the Plaintiffs and the putative Overcharged Class members.

200. A2i's officers and agents are also bail bond agents and know the statutory restrictions on charges for securing bond services. They market and agree to provide these services knowing that these charges are contrary to law.

203. Plaintiffs re-allege and incorporate by reference each and every allegation contained in paragraphs 1 through 116, 118, and 127 through 134 as if fully set forth herein.

204. Named Plaintiffs bring this claim on behalf of themselves and the putative Overcharged Class against the Bonding Defendants.

205. Louisiana law limits the amount a bail bond surety or producer may charge; they may charge a \$25 administrative fee, La. Stat. Ann. § 22:855(B)(2)(b), and a bail bond premium of 12% of the total value of the bond, *id.* § 22:1443, or 12.5% in Jefferson Parish, *id.* § 13:718(I)(2)(a).

206. The contracts used by the Bonding Defendants include provisions that violate Louisiana law.

207. The contracts require principals and indemnitors to pay at least a \$25 fee and a premium.

208. The contracts also charge other fees on top of the \$25 fee and the premium authorized by law, including the requirement that principals and indemnitors pay earlier outstanding balances (and waive their rights to a refund under state law until they do so) and pay ankle monitoring fees.

209. The Plaintiffs and putative Overcharged Class members executed contracts with Bonding Defendants and A2i that suffer from these deficiencies.

*Named Plaintiffs and Unlawful Debt Subclass versus Blair's*

211. Plaintiffs re-allege and incorporate by reference each and every allegation contained in paragraphs 1 through 116, 124, and 127 through 134 as if fully set forth herein.

212. Named Plaintiffs bring this claim on behalf of themselves and the putative Unlawful Debt Subclass against Blair's and New Orleans Bail Bonds.

213. Louisiana law limits interest rates on consumer credit sales to 24% for the balance





E: caren.short@splcenter.org  
E: sara.zampierin@splcenter.org  
E: samuel.brooke@splcenter.org

Charles M. Delbaum (MA Bar No. 543225)\*  
NATIONAL CONSUMER LAW CENTER  
7 Winthrop Square, Fourth Floor Boston,  
MA 02110-1245  
P: (617) 542-8010  
F: (617) 542-8028  
E: cdelbaum@nclc.org

Noah A. Levine\*  
Ryanne E. Perio\*  
Ilya Feldsherov\*  
William Roth\*  
WILMER CUTLER PICKERING HALE  
AND DORR LLP  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007  
(212) 230-8800 (t)  
(212) 230-8888 (f)  
noah.levine@wilmerhale.com  
ryanne.perio@wilmerhale.com  
ilya.feldsherov@wilmerhale.com  
william.roth@wilmerhale.com

*\*admitted pro hac vice*

**Attorneys for Plaintiffs**

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing document was filed through the Court's CM/ECF filing system, and by virtue of this filing notice will be sent electronically to all counsel of record, including on the following:

Walter F. Becker, Jr.  
Charles P. Blanchard  
Nicole Celia Katz  
CHAFFE MCCALL, LLP  
2300 Energy Centre, 1100 Poydras Street, New Orleans, Louisiana 70163-2300  
becker@chaffe.com  
*Counsel for Blair's Bail Bonds, Inc. & New Orleans Bail Bonds, L.L.C.*

Ethan J. Loeb  
Allison C. Doucette  
E. Colin Thompson  
Michael J. Labbee  
SMOLKER, BARTLETT, LOEB, HINDS & SHEPPARD, P.A.  
100 N. Tampa Street, Suite 2050, Tampa, Florida 33602  
ethanl@smolkerbartlett.com; allisond@smolkerbartlett.com; colint@smolkerbartlett.com  
*Counsel for Bankers Insurance Company, Inc.; Bankers Surety Services, Inc.  
& Bankers Underwriters, Inc.*

Stephen D. Marx  
Preston L. Hayes

CHEHARDY, SHERMAN, WILLIA007 T8(ILLI8791 Tml19 Tw[ .7(n)-9.1R9(e)15. Tm.5.15.003 Tc(ILLIA007 T8 Tml19e)15. T