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IN FEDERAL DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON

JOHNNY CASH,

Plaintiff,

v.

BOB MARLEY,

Defendants.

No.

COMPLAINT

I. INTRODUCTION

1. This is a lawsuit for immigration financial support under the United States and Immigration Services (“USCIS”) Form I-864, Affidavit of Support (“Affidavit of Support”).

2. The Affidavit of Support was created by the United States Congress in 1996 to ensure that family-sponsored immigrants are ensured a basic level of financial wellbeing, sufficient to meet the most basic needs of life.

1 3. In mandating the Affidavit of Support, Congress required visa petitioners,
2 rather than the American people, serve as a financial safety net to new
3 immigrants.

4 4. The Affidavit of Support is a legally binding contract between the sponsor
5 and the United States government, of which the intending immigrant is a third-
6 party beneficiary.

7 5. Plaintiff Johnny Cash is the beneficiary of one Affidavit of Support signed
8 by her former husband, Defendant Bob Marley.

9 6. Mr. Marley served as Mr. Cash's primary immigration sponsor, and then
10 failed to provide Mr. Cash with the basic level of income support promised in the
11 Affidavit of Support that he signed.

12 7. This lawsuit seeks to compel Mr. Marley to fulfill the financial duty
13 mandated by the Affidavit of Support and associated federal law.

14 **II. JURISDICTION AND VENUE**

15 8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 as
16 this action arises under the federal Immigration and Nationality Act *See* 8
17 U.S.C. § 1183a(e)(I).

18 9. This Court has personal jurisdiction over Mr. Marley as, by signing an
19 Affidavit of Support, he submitted to the jurisdiction of any court with subject
20 matter jurisdiction over Plaintiff's claims. 8 U.S.C. § 1183a(a)(1)(C).

21 10. Venue is proper in this District as Mr. Marley resides in this District. 28
22 U.S.C. § 1391(b)(1).

1 11. Venue is further proper in this District as a substantial part of the events
2 or omissions giving rise to the claims occurred in this District, to wit, the
3 damages Mr. Cash suffered by virtue of the Defendant's breach of contract. 28
4 U.S.C. § 1391(b)(2).

6 III. PARTIES

7 11. Plaintiff Johnny Cash is a citizen of the Republic of India and lawful
8 permanent resident ("Resident") of the United States of America.

9 12. Mr. Cash resides in Seattle.

10 13. Defendant Bob Marley is a naturalized citizen of the United States of
11 America and is the Plaintiff's estranged spouse.

12 14. As further alleged below, Mr. Marley served as the Plaintiff's
13 immigration sponsor by executing an Affidavit of Support, thereby contractually
14 promising to provide a specified level of income to the Plaintiff.

16 IV. FACTUAL ALLEGATIONS

17 **Background concerning the Affidavit of Support.**

18 15. Since 1882 federal law has excluded the immigration of individuals
19 considered "likely to become a public charge." Act of Aug. 3, 1882, 22 Stat. 214.

20 16. The current immigration statute, in effect at all times material to the
21 facts alleged herein, forbids the entry of immigrants determined likely to become
22 a "public charge." 8 U.S.C. § 1182(a)(4).

1 17. The Affidavit of Support is required for a family-based immigrant visa
2 applicant to overcome public charge inadmissibility. *See* 8 U.S.C. § 1182(a)(4)(C).

3 18. The only family-based immigrants who are exempt from submitting an
4 Affidavit of Support are those classes listed at 8 C.F.R. § 213a.2(a)(2)(ii), to wit:
5 (A) self-petitioners under the Violence Against Women Act; (B) grandfathered
6 immigrants with petitions pending prior to December 19, 1997; (C) those who
7 have worked and/or may be credited with 40 qualifying quarters of coverage as
8 defined under title II of the Social Security Act; (D) a child admitted under 8
9 U.S.C. § 1181(a) and 8 C.F.R. § 211.1(b)(1); and (E) a child who will
10 automatically acquire citizenship under 8 U.S.C. § 1431.

11 19. The Affidavit of Support has been mandatory in marriage-based
12 immigrant visa cases at all times material to the case at bar.

13 20. Once executed, the Affidavit of Support is a legally binding contract
14 between the sponsor and the United States Government. 8 U.S.C. §
15 1183a(a)(1)(B).

16 21. By signing the Affidavit of Support, the sponsor agrees to provide the
17 intending immigrant with any support necessary to maintain her at an income
18 that is at least 125 percent of the Federal Poverty Guidelines for her household
19 size. 8 U.S.C. § 1183a(a)(1)(A).

20 22. As used in the Affidavit of Support, 8 U.S.C. § 1183a, and 8 C.F.R. Part
21 213a, “income” means an individual's total income (or adjusted gross income for
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1 those who file IRS Form 1040EZ) for purposes of the individual's U.S. Federal
2 income tax liability, including a joint income tax return. 8 C.F.R. § 213a.1.

3 23. The Federal Poverty Guideline (“poverty line”) is published annually in
4 the Federal Register by the Department of Health and Human Services. *See*,
5 *e.g.*, Annual Update of the HHS Poverty Guidelines, 87 Fed. Reg. 3315 (Jan. 21,
6 2022).

7 24. In any given year for which a sponsored immigrant is entitled to support
8 under the Affidavit of Support, she is entitled to support based on the poverty
9 line in effect for that year according to the individual’s U.S. state of residency.

10 25. The Affidavit of Support obligation may be enforced by the immigrant
11 beneficiary, who is a third-party beneficiary thereof. 8 U.S.C. § 1183a(a)(1)(B); 8
12 C.F.R. § 213a.2(d).

13 26. Per 8 C.F.R. § 213a.4(a)(2) a sponsored immigrant is not required to
14 make any demand for payment from a sponsor prior to commencing a lawsuit to
15 enforce the sponsorship obligation under the Affidavit of Support.

16 27. By signing the Affidavit of Support, the sponsor agrees to submit to the
17 personal jurisdiction of any federal or state court that has subject matter
18 jurisdiction over a lawsuit against the sponsor to enforce obligations under the
19 Affidavit of Support. 8 U.S.C. § 1183a(a)(1)(C).

20 28. By signing the Affidavit of Support, the sponsor certifies under penalty
21 of perjury that the sponsor has read and understands each part of the
22 obligations described in the Affidavit of Support and agrees freely and without
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1 any mental reservation or purpose of evasion to accept each of those obligations in
2 order to make it possible for the immigrant(s) listed in the Affidavit of Support
3 to become lawful permanent residents of the United States.

4 29. The Affidavit of Support sponsor also agrees to notify the Government of
5 any change in the sponsor's address within 30 days of the change by filing a
6 Form I-865. *See* 8 U.S.C. § 1183a(d).

7 30. A sponsor's duties under the Affidavit of Support commence when the
8 beneficiary becomes a Resident based on an application that included the
9 Affidavit of Support.

10 31. An Affidavit of Support sponsor must continue to perform under the
11 contract until the occurrence of one of five events (collectively "the Terminating
12 Events") set forth in the contract.¹

13 32. The sponsor's obligation under the Affidavit of Support concludes once
14 the beneficiary becomes a U.S. citizen (the "First Terminating Event"). 8 C.F.R.
15 § 213a.2(e)(2)(i)(A).

16 33. The sponsor's obligation under the Affidavit of Support concludes once
17 the beneficiary has worked or can receive credit for 40 quarters of work under
18 the Social Security Act (the "Second Terminating Event"). 8 U.S.C. §
19 1183a(a)(3)(A); 8 C.F.R. § 213a.2(e)(2)(i)(B).

22 ¹ The term "Terminating Event" is not a term of art under the Immigration and Nationality Act, and
23 is used here to refer collectively to the legal events that conclude the sponsor's obligations under the
Affidavit of Support.

1 34. The sponsor's obligation under the Affidavit of Support concludes once
2 the beneficiary is no longer a permanent resident and has departed the U.S. (the
3 "Third Terminating Event"). 8 C.F.R. § 213a.2(e)(2)(i)(C).

4 35. The sponsor's obligation under the Affidavit of Support concludes once
5 the beneficiary is subject to an order of removal but applies for and obtains in
6 removal proceedings a new grant of adjustment of status based on a new
7 affidavit of support, if required (the "Forth Terminating Event"). 8 C.F.R. §
8 213a.2(e)(2)(i)(D).

9 36. The sponsor's obligation under the Affidavit of Support concludes once
10 the beneficiary dies (the "Fifth Terminating Event"). 8 C.F.R. § 213a.2(e)(2)(i)(E).

11 37. An Affidavit of Support is considered executed once it is signed and
12 submitted to either USCIS or the Department of State in support of an intending
13 immigrant's application. 8 C.F.R. § 213a.2(a)(B)(ii).

14 38. Once executed, the Affidavit of Support becomes a binding contract
15 between the sponsor and the United States government for the benefit of the
16 sponsored immigrant. 8 C.F.R. § 213a.2(d).

17 39. A sponsor's support obligation under the Affidavit of Support commences
18 when an intending immigrant obtains Resident status on the basis of an
19 application that included the sponsor's Affidavit of Support. 8 C.F.R. §
20 213a.2(e)(1).

1 **Plaintiff's immigration to the United States.**

2 40. Exhibits 1, 2, 3, 4 & 5 to this complaint are true and correct copies of
3 documents obtained from Mr. Cash's USCIS "Alien File" via a Freedom of
4 Information Act Request.²

5 41. Mr. Cash was admitted to the United States on a B-2 category visa on
6 December 28, 2017.

7 42. Exhibit 4 is a copy of the U.S. Customs and Border Protection Form I-94
8 arrival record for Mr. Cash's December 28, 2017 admission, as contained in her
9 Alien File.

10 43. Mr. Cash and Mr. Marley were married on February 21, 2008.

11 44. Mr. Marley thereafter commenced the process of facilitating Mr. Cash's
12 immigration to the United States.

13 45. On April 25, 2018, Mr. Marley signed a U.S. Citizenship and
14 Immigration Services ("USCIS") Form I-130, Petition for Alien Relative (the
15 "Visa Petition").

16 46. Exhibit 2 is a copy of the Visa Petition, as contained in Mr. Cash's Alien
17 File.

18 47. The Visa Petition listed Plaintiff as the intending immigrant beneficiary
19 of the petition. Exhibit 2, p. 1.

20 48. Mr. Marley caused the signed Visa Petition to be transmitted to USCIS.
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23 ² An Exhibit list is provided on the last page of this Complaint for ease of reference.

1 49. By filing the Visa Petition, Mr. Marley initiated the process of securing
2 United States Residency status for Mr. Cash.

3 50. On April 23, 2018, Mr. Cash signed a USCIS Form I-485, Application to
4 Register Permanent Residence of Adjustment Status (the “Residency
5 Application”).

6 51. Exhibit 3 is a copy of the Residency Application, as contained in Mr.
7 Cash’s Alien File.

8 52. Under the “Application Type or Filing Category,” Mr. Cash indicated
9 that her application was based on being the spouse of a U.S. citizen. Exhibit 3, p.
10 1.

11 53. Mr. Cash’s Residency application was based on Mr. Marley’s Visa
12 Petition as but for the Visa Petition, she would not have qualified to file the
13 Residency Application based on the class of admission listed therein.

14 54. The Residency Application was filed with USCIS.

15 55. Mr. Cash did not qualify for any of the grounds listed at 8 C.F.R. §
16 213a.2(a)(2)(ii) that could have exempted her from the requirement to file an
17 Affidavit of Support.

18 56. On April 23, 2018, Mr. Marley signed an Affidavit of Support, listing Mr.
19 Cash as the intending immigrant beneficiary (the “Affidavit of Support”).

20 57. A copy of the Affidavit of Support along with the supporting financial
21 records filed in support thereof, as contained in Mr. Cash’s Alien File is attached
22 as Exhibit 1.

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1 58. Mr. Marley caused the Affidavit of Support to be filed with USCIS in
2 support of Mr. Cash's Residency Application.

3 59. Upon being filed in support of the Residency application, the Affidavit of
4 Support was deemed executed and is an enforceable contract. 8 C.F.R. §
5 213a.2(a)(B)(ii); 8 C.F.R. § 213a.2(d).

6 60. In support of the Affidavit of Support, Mr. Marley filed proof of his
7 income in the form of documentation of his federal income tax filings with the
8 Internal Revenue Service. Exhibit 1, pp. 11-20.

9 61. On December 21, 2018, USCIS approved the Visa Petition. Exhibit 2, p.
10 1.

11 62. On December 21, 2018, USCIS approved the Residency Application.
12 Exhibit 3, p. 1.

13 63. Mr. Cash became a Conditional Resident on December 21, 2018.

14 64. Mr. Cash later filed a Form I-751, Petition to Remove Conditions on
15 Residence ("Removal of Conditions Petition").

16 65. A copy of the Removal of Conditions Petition as contained in Mr. Cash's
17 Alien File is attached as Exhibit 5.

18 66. Mr. Cash's Removal of Conditions Petition remains pending with
19 USCIS.

20 67. Mr. Cash remains in status as a Conditional Resident.
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1 **Defendants' breach of contract.**

2 68. Mr. Marley's duties under the Primary Affidavit of Support commenced
3 on December 21, 2018.

4 69. Mr. Cash's Resident status was based on an application that included
5 the Affidavit of Support.

6 70. The Affidavit of Support was "executed" and is therefore an enforceable
7 contract. 8 C.F.R. § 213a.2(a)(B)(ii); 8 C.F.R. § 213a.2(d).

8 71. Mr. Marley has made no payments of support pursuant to his duty
9 under the Affidavit of Support.

10 72. In 2021, 125% of the poverty line was \$16,100.

11 73. In 2021, Mr. Cash earned no income.

12 74. In 2021, Mr. Cash has suffered direct damage in the amount of \$16,100.

13 75. Mr. Cash has suffered direct damages in the year 2022 in an amount to
14 be determined at trial based on the poverty line to be promulgated for this
15 calendar year.

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17 **Facts concerning Terminating Events.**

18 76. No event has occurred that would constitute a Terminating Event under
19 the Affidavits of Support.

20 77. First Terminating Event has not occurred because Mr. Cash has not
21 become a U.S. citizen.

1 78. The Second Terminating Event has not occurred because Mr. Cash has
2 neither worked nor can receive credit for 40 quarters of work under the Social
3 Security Act.

4 79. The Third Terminating Event has not occurred because Mr. Cash has
5 not both lost status as a permanent resident and departed from the U.S.

6 80. The Forth Terminating Event has not occurred because the Mr. Cash is
7 not both subject to an order of removal and has also applied for and obtained in
8 removal proceedings a new grant of adjustment of status based on a new
9 affidavit of support (if required).

10 81. The Fifth Terminating Event has not occurred because Mr. Cash is
11 alive.

12 82. Mr. Marley's duties under the Affidavits of Support remain in effect.

13 **VII. CLAIMS FOR RELIEF**

14 **1 – Breach of contract.**

15 83. Mr. Cash re-alleges and incorporates all paragraphs above as though
16 fully stated herein.

17 84. By executing the Affidavit of Support, Mr. Marley entered into an
18 express written contract with the United States Government.

19 85. Mr. Cash is a third-party beneficiary of the Affidavit of Support.

20 86. Mr. Cash has standing as third-party to enforce her rights under the
21 Affidavit of Support.
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1 87. Under the express terms of the Affidavit of Support, Mr. Marley agreed
2 to provide Mr. Cash with any support necessary to maintain her at an income
3 that is at least 125 percent of the poverty line for her household size.

4 88. Mr. Marley's responsibility to provide income support commenced on M
5 December 21, 2018 when Plaintiff became a lawful permanent resident of the
6 United States.

7 89. All conditions precedent to Defendant's duty to perform on the Affidavit
8 of Support were fulfilled as of December 21, 2018.

9 90. Mr. Marley has breached the Affidavit of Support by failing to provide
10 income support to Mr. Cash.

11 91. As a result of Mr. Marley's breach, Mr. Cash has suffered damages in an
12 amount to be determined at trial.

14 **VIII. REQUEST FOR RELIEF**

15 Plaintiff requests the following relief from the Court:

16 A. Entry of judgment against the Defendants and in favor of Plaintiff on each
17 and every cause of action asserted herein.

18 B. An award of actual damages in the amount of \$16,100 through December
19 31, 2021.

20 C. An award of actual damages in an amount equivalent to 125% of the
21 poverty line for a household size of one for the period from January 1, 2022, to
22 the date on which judgment issues.

1 D. A declaration that Plaintiff is entitled to continued receipt of financial
2 support from Defendant in the amount of 125% the poverty line for her
3 household size, less actual income, until the occurrence of one of the Terminating
4 Events.

5 E. An order of specific performance, requiring Defendants to make monthly
6 payments to Plaintiff for the amount set forth in Paragraph D above, until such
7 time as a Terminating Event occurs. That such payments shall be due by the
8 fifth calendar day of each month and deposited in the trust fund of Plaintiff's law
9 firm.

10 F. An award of all Plaintiff's attorney fees and costs per 8 U.S.C. § 1183a(c)
11 and the fee and cost provision within the Affidavit of Support contracts.

12 G. The right to amend this complaint to conform to the evidence presented at
13 trial.

14 H. Such other and further relief in Plaintiff's favor as the Court may deem
15 just and equitable under the circumstances.

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1 DATED:

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3 By: _____
4 [signature]

5 **Exhibit list**

6 *The following list is provided for ease of reference and does not constitute an*
7 *independent allegation. All redactions in the exhibits marked “Redacted” were*
8 *added to comply with Fed. R. Civ. Pro. 5.2.*

9 **Exhibit 1** – Affidavit of Support & Supporting Documents.

10 **Exhibit 2** – Visa Petition.

11 **Exhibit 3** – Residency application.

12 **Exhibit 4** – CBP Form I-94 Record of Arrival.

13 **Exhibit 5** – Removal of Conditions Petition.

14 [The remainder of this page is intentionally left blank]