

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (the “Settlement Agreement”) is made by and between Plaintiffs Juan Quintanilla Vasquez, Gabriela Perdomo Ortiz, Victor Hugo Catalan, and Kevin Calderon (“Plaintiffs”), and Libre by Nexus (“LBN”).

RECITALS

WHEREAS, on February 15, 2017, Plaintiffs filed a putative class action against LBN in the United States District Court, Northern District of California, entitled *Vasquez et al. v. Libre by Nexus, Inc.*, Case No. 4:17-cv-00755-CW (the “Action”), asserting numerous claims for violations of California and federal law;

WHEREAS, on July 10, 2017, LBN moved to dismiss a portion of the complaint and to compel arbitration;

WHEREAS, on August 20, 2018, the court presiding over the action denied LBN’s motion to compel arbitration and granted in part and denied in part LBN’s motion to dismiss;

WHEREAS, on December 6, 2018, Plaintiffs filed the operative Third Amended Complaint in this Action, asserting claims for violations of the California Unfair Competition Law, the California Consumers Legal Remedies Act, the federal Fair Debt Collection Practices Act, and California’s Rosenthal Fair Debt Collection Practices Act;

WHEREAS, on September 18, 2018, LBN appealed the court’s denial of its motion to compel arbitration, and the appeal remains pending (the “Appeal”);

WHEREAS, on or before December 15, 2019, the Plaintiffs will file a joint motion for leave to file an amended Settlement Complaint defining the Settlement Class, the Former and Current Program Participant Payments Subclass, the Sponsor Payments Subclass, and adding Plaintiff Kevin Calderon as class representative of the Sponsor Payments Subclass;

WHEREAS, Plaintiffs’ Counsel and Defendant’s Counsel conducted a thorough examination and investigation of the facts and law relating to the matters in this Action. Such investigation and discovery included: the exchange and review of thousands of pages of documents, including of electronically stored information; depositions of the Named Plaintiffs and

a 30(b)(6) deposition of LBN; and Plaintiffs' Counsel's review of confidential financial information provided by LBN;

WHEREAS, prior to the consummation of this agreement, the Parties participated in several all-day mediation sessions, including three with Hon. James R. Lambden of ADR Services, Inc. and two with Jill R. Sperber, Esq. of Judicate West, as well as several other in-person sessions (including two in Washington D.C. and one in San Francisco) and telephonic sessions without the assistance of a mediator;

WHEREAS, on Sept. 4, 2019, the Parties participated in an all-day mediation session with Ms. Sperber that resulted in a term sheet and the settlement memorialized in this Settlement Agreement. The Settlement Agreement was arrived at after extensive arm's length negotiations conducted in good faith by counsel for the Parties, and is supported by the Plaintiffs. The Parties did not negotiate attorneys' fees and costs until after relief had been fashioned for the Settlement Class;

WHEREAS, the Parties agree that LBN's service facilitates the much-needed freedom of immigrants from detention;

WHEREAS, the Parties agree that the foregoing Settlement Agreement is not an admission of liability by LBN or by Plaintiffs that their claims lacked merit;

WHEREAS, Plaintiffs and Plaintiffs' Counsel, after taking into account the risks and the costs of further litigation, are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action and the provision of effective relief to the Class are in the best interest of the Settlement Class Members;

WHEREAS, it is the intention of the Parties to settle and dispose of, fully and completely, any and all claims, demands and causes of action that are or could have been asserted by Plaintiffs in the Action, including the Appeal.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed by and between the Parties as follows:

I. DEFINITIONS

- a. “Class Counsel” means Centro Legal De La Raza, Migliaccio & Rathod LLP, and Tycko & Zavareei LLP.
- b. “Class Notice” means the Court-approved “Notice of Class Action Settlement” as described more fully in Section IV, below.
- c. “Class Representatives” means Juan Quintanilla Vasquez, Gabriela Jamileth Perdomo Ortiz, Victor Hugo Catalan Molina, and Kevin Calderon.
- d. “Court” means the United States District Court, Northern District of California.
- e. “Defendant’s Counsel” means Davis Wright Tremaine LLP.
- f. “District Court Final Approval Date” means the day on which the Court’s Settlement Approval Order and Final Judgment (defined at paragraph I.y. below) is entered.
- g. “Fee and Expense Award” means the amount awarded to Class Counsel by the Court for attorneys’ fees, costs, and expenses, which is not to exceed Eight Hundred Thousand Dollars (\$800,000.00). Any Fee and Expense shall be deducted from the Settlement Amount but not from the Cash Settlement Fund reserved for cash payment to Settlement Class Members, as defined below.
- h. “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the settlement set forth in this Settlement Agreement as fair, reasonable and adequate.
- i. “Final Settlement Approval Date” means the date which is thirty one (31) days after entry of Settlement Approval Order and Final Judgment on the Parties and all objectors to the Settlement Agreement, if any, without any appeal being taken, or if an appeal or request for review has been taken, the date on which the Settlement Approval Order and Final Judgment has been affirmed by the court of last resort to which an appeal or request for review has been taken and such affirmance is no longer subject to further appeal or review, or the date of denial of review after exhaustion of all appellate remedies.

j. “Incentive Awards” means any awards sought by application to and approved by the Court that are payable to the Class Representatives from the Class Settlement Amount, not to exceed Forty Thousand Dollars (\$40,000.00) total. Any Incentive Awards shall be deducted from the Settlement Amount but not from the Cash Settlement Fund reserved for cash payment to Settlement Class Members, as defined below.

k. “ICE” means United States Immigration and Customs Enforcement.

l. “DHS” means United States Department of Homeland Security.

m. “LBN Contract” is defined to mean all paperwork provided by LBN to or signed by LBN program participants and/or sponsors, a current copy of which is attached as Exhibit A.

n. “Notice and Other Administrative Costs” means all costs and expenses actually incurred by the Settlement Administrator (defined below) in the publication of Class Notice, providing notice as required by 28 U.S.C. § 1715(b), establishment of the Settlement Website, and the processing, handling, reviewing claims, and opt-outs, or as otherwise agreed to by the Parties and the Claims Administrator or as ordered by the Court. All such costs and expenses shall be deducted from the Settlement Amount but not from the Cash Settlement Fund reserved for cash payment to Settlement Class Members, as defined below.

o. “Parties” means Juan Quintanilla Vasquez, Gabriela Jamileth Perdomo Ortiz, Victor Hugo Catalan Molina, Kevin Calderon, and LBN.

p. “Preliminary Approval” means that the Court has entered an order preliminarily approving the terms and conditions of this Settlement Agreement, including the manner of providing and content of notice to Settlement Class Members.

q. “Preliminary Approval Date” means the date on which the Court enters an Order granting Preliminary Approval.

r. “Preliminary Approval Order” means the order preliminarily approving the settlement and proposed Class Notice, substantially in the form attached hereto as Exhibit B.

s. “Program Payments” is defined as monthly payments subsequent to the program participant’s release from detention, and therefore excludes the initial payment and set up fees made by the program participants and/or their sponsors and are not bond collateral payments.

t. “Released Persons” means:

i. “LBN Releasees”: LBN and each of its present, former, and future parents, predecessors, successors, assigns, assignees, affiliates, subsidiaries, conservators, divisions, departments, subdivisions, owners, partners, principals, trustees, creditors, shareholders, joint ventures, co-venturers, officers, and directors (whether acting in such capacity or individually), attorneys, vendors, accountants, nominees, agents (alleged, apparent, or actual), representatives, employees, managers, administrators, insurers, bond companies and each person or entity acting or purporting to act for them or on their behalf; and

ii. “Plaintiff Releasees”: Plaintiffs and each Member of the Payment Subclasses who has fully paid their obligations to LBN and who has not opted out of the Settlement Class.

u. “Residual Funds” means the amount of any checks issued to Former and Current Program Participant Payments Subclass and Sponsor Payments Subclass that remain uncashed one hundred eighty [180] days after the date of issuance.

v. “Response Deadline” means the date forty-five [45] days prior to the Final Approval Hearing by which Settlement Class Members must file exclusions from or objections to the settlement.

w. “Settlement Administrator” means the independent third-party administrator to be retained to provide services in the administration of this settlement, including providing Class Notice to the Settlement Class Members, the processing and evaluation of Claims, and the processing of other documents or tasks as provided for in this Settlement Agreement or as otherwise agreed to by the Parties or as ordered by the Court. The name of the Settlement Administrator is: JND Legal Administration.

x. “Settlement Amount” Settlement Amount, as used herein, means an amount of \$3,200,000 in monetary consideration (including the value of debt forgiveness, the value of cash

payments, settlement administration and notice costs, incentive awards, and attorneys' fees and costs) to be made available by LBN pursuant to this settlement, which represent LBN's total monetary liability under this Settlement Agreement. The Settlement Amount is non-reversionary. The monetary consideration to the Settlement Class from the Settlement Amount is comprised of two distinct parts – the “Cash Settlement Fund” and the “Debt Forgiveness Fund” as defined below:

i. The “Cash Settlement Fund” consists of Seven Hundred and Fifty Thousand Dollars (\$750,000) of the Settlement Amount that will be reserved to be paid to the Former and Current Program Participant Payments Subclass and to the Sponsor Payments Subclass (collectively, the “Payments Subclasses”).

ii. The “Debt Relief Fund” consists of the remainder of the Settlement Amount after payment of the Cash Settlement Fund, Notice and Other Administrative Costs, Incentive Awards, and the Fee and Expense Award.

y. “Settlement Approval Order and Final Judgment” means an order and judgment issued and entered by the Court, substantially in the form as that attached hereto and made a part hereof as Exhibit C, approving this Settlement Agreement as binding upon the Parties and the Settlement Class Members and dismissing the Action with prejudice, and setting the amount for an award of attorneys' fees and costs not to exceed twenty-five percent of the total Settlement Amount to Class Counsel. The Settlement Approval Order and Final Judgment shall constitute a judgment within the meaning and for purposes of Rule 54 of the Federal Rules of Civil Procedure. The Parties jointly shall request the Court to enter the proposed Settlement Approval Order and Final Judgment substantially in the form attached hereto and made a part hereof as Exhibit C.

z. “Settlement Class” shall be defined as all current or former LBN “program participants” and “sponsors” who paid, or caused to be paid on their behalf, a fee to LBN. Excluded from the Class are: (a) individuals for whom LBN or any surety or bond company has paid a treasury invoice or the bond or for whom a demand for payment for breach of a bond has been made by the U.S. Government which remains outstanding or open; (b) any judge or magistrate

presiding over this action and members of their families; (c) Defendant and its current or former employees; and (d) all persons who properly execute and file a timely request for exclusion. The Settlement Class is comprised of three Subclasses:

i. “The Current Program Participant Subclass” shall be defined as all current LBN “program participants” and “sponsors” who paid, or caused to be paid, or caused to be paid on their behalf, a fee to LBN.

ii. “The Former and Current Program Participant Payments Subclass” shall be defined as all former LBN “program participants” who paid, or caused to be paid on their behalf, a Program Payment to LBN and all current LBN program participants who, within six months of the Final Settlement Approval Date have been issued a Form I-391. LBN represents that, as of September 4, 2019, data from surety companies and otherwise reveals that there are 2,214 I-391 Forms that have been issued to LBN program participants.

iii. “The Sponsor Payments Subclass” shall be defined as all sponsors of members of the Former and Current Program Participants Payments Subclass who paid a fee to LBN, including any initial payment or set up fee.

aa. “Settlement Class Members” means those persons who are members of the Settlement Class and who do not timely and validly request exclusion from the Settlement Class.

bb. “Settlement Website” means a website operated and maintained by the Settlement Administrator solely for purposes of making available to the Settlement Class Members the documents, information, and Form I-391 submission process described in paragraph IV.E.8 below.

II. SETTLEMENT CONSIDERATION

A. Monetary Benefit to Settlement Class Members.

1. Benefit to the Settlement Class Members from the Settlement Amount. The \$3.2 Million Settlement Amount will be used to provide benefits to or on behalf of the Settlement Class as follows: (i) cash payments to the Former and Current Program Participant Payments Subclass and Sponsor Payments Subclass, (ii) debt relief to the Current Program Participant Subclass, (iii) payment of Notice and Other Administrative Costs actually incurred by the

Settlement Administrator, discussed in paragraph II.A.c.i. below, (iv) the Fee and Expense Awards, discussed in paragraph II.A.1.c.ii below, and (v) any Incentive Awards to the Class Representatives, as discussed in paragraph II.A.1.c.ii below.

a. Cash Payments to the Former and Current Program Participant Payments Subclass and Sponsor Payments Subclass: Pursuant to the schedule below, LBN will pay \$750,000 to the Settlement Administrator to distribute to the Former and Current Program Participant Payments Subclass and Sponsor Payments Subclass in cash payments. Each Participant and each Sponsor who is a member of the Payments Subclasses shall be entitled to receive a *pro rata* payment from the Payments Subclasses Cash Settlement Fund. The *pro rata* payment shall be the cash payment amount (\$750,000) divided by the number of Settlement Class Members in the Former and Current Program Participant Subclass and Sponsor Payments Subclass. The checks shall indicate that they expire one hundred eighty [180] days after the date of issuance.

i. Distribution of Residual Funds: So long as each recipient would receive at least \$5, any Residual Funds shall first be distributed by the Settlement Administrator on a *pro rata* basis to members of the Former and Current Program Participant Payments Subclass and Sponsor Payments Subclass who cashed the first check sent to them within sixty [60] days after the expiration of the checks issued pursuant to paragraph II.A.1.a. If any funds remain after this second distribution, or if after the first distribution members of the Former and Current Program Participant Payments Subclass and Sponsor Payments Subclass who cashed their first checks would have received less than \$5 each in the second distribution, then subject to the Court's approval, any Residual Funds shall be provided to the following 26 U.S.C. § 501(c)(3) non-profit organizations: Al Otro Lado; Northwest Immigrant Rights Project.

b. Debt Relief to the Current Program Participant Subclass: The remainder of the Class Settlement Amount, after payment of the Payments Subclasses Cash Settlement Fund, Notice and Other Administrative Costs, Incentive Award, and Fee and Expense Award, will consist of credits to be made to the accounts of current program participants for past due program fees due and owing as of the date the Plaintiffs file their motion for Preliminary

Approval. Each member of the Current Program Participant Subclass shall be entitled to receive a *pro rata* credit from the Debt Relief Fund. The *pro rata* credit shall be the Debt Relief Fund divided by the number of Settlement Class Members in the Current Program Participant Subclass. However, for each member of the Current Program Participant Subclass who has past due program fees lower than the *pro rata* payment, the *pro rata* payment amount in excess of the past due program fees shall be redistributed to members of the Subclass with remaining past due program fees. This process shall continue until the Debt Relief Fund is exhausted.

c. Schedule of LBN's Payments of the Settlement Amount: LBN shall make payments of the Settlement Amount in accordance with the following schedule:

i. Initial Deposit: LBN shall pay an initial deposit for Notice and Other Administrative Costs to the Settlement Administrator within [14] days of the Preliminary Approval Date, and shall thereafter make periodic payments of Notice and Other Administrative Costs within [30] days after approval by Class Counsel and LBN's Counsel of an invoice by the Settlement Administrator. Any such deadline may be extended by mutual consent of the Parties.

ii. Payments of Cash Settlement Fund, Fee and Expense Award, and Incentive Awards: LBN shall have paid to the Settlement Administrator the \$750,000 amount for the Cash Settlement Fund, the amount of the Fee and Expense Award, and the amount of any Incentive Awards to the Class Representatives, as approved by the Court, upon the following occurrences:

a. Beginning December 1, 2021, if LBN's gross revenues reach the following thresholds, representing the amount of LBN's revenues with a one-year look back when compared to LBN's 2019 revenues (the "Benchmark"), LBN shall pay into an escrow account established by the Settlement Administrator the following amounts to fund the Cash Settlement Fund, Fee and Expense Award, and Incentive Awards, until such amounts are paid in full:

- 75%-80% \$1,000 per week
- 80%-90% \$10,000 per week
- 90%-100% \$25,000 per week
- 100%-110% \$100,000 per week

The Benchmark shall be re-determined on a quarterly basis, such that LBN's payments to the escrow fund shall increase or decrease based on LBN's Benchmark for that quarter. The Settlement Administrator shall be responsible for disbursing the Cash Settlement Fund, Fee and Expense Award, and Incentive Awards from the funds that LBN places in escrow pursuant to a schedule the parties shall agree upon to minimize settlement administration and check printing and mailing expenses.

- b. In the event that the foregoing payment schedule does not satisfy the total amount by January 1, 2023, then the balance due will be paid in twelve (12) equal monthly installments beginning January 20, 2023.

In all cases, the Settlement Administrator shall be responsible for timely and properly filing all informational and other tax returns necessary or advisable with respect to the Settlement Fund.

- iii. Credits: LBN shall apply the credits to the accounts of current program participants for past due program fees due and owing as of the date the Plaintiffs file their motion for Preliminary Approval, within [20] days after: (a) the Final Settlement Approval Date; and (b) Class Counsel informs LBN in writing of the *pro rata* payment formula for the credits.

2. Additional Monetary Relief for the Current Program Participant Subclass:

- a. Consecutive Payment Discounts: Program participants who make three (3) consecutive monthly payments on time and in full will have their monthly recurring fee

reduced by ten percent (10%) [the “Consecutive Payment Discount”]. Program participants who make an additional three (3) consecutive monthly payments on time and in full (for a total of 6 consecutive on time and in full payments) will have their monthly recurring fee reduced by a further ten percent (10%) from the original fee amount set for each program participant [the “Second Consecutive Payment Discount”] for a total of a twenty percent (20%) discount from their original recurring fee. LBN shall identify the program participants who are eligible for the Consecutive Payment Discount and Second Consecutive Payment Discount on the 15th day following January 1 and the 15th day following July 1 in each calendar year, and the discount shall be applied on the next full month following the identification of qualifying program participants (i.e. in February and August). Program participants shall receive their respective 10% or 20% discounts going back to the time of compliance, even though LBN would not identify or apply those discounts until later. For instance, if a participant makes three full and timely payments in February, March, and April, they are entitled to the 10% discount for May and June; for logistical reasons, LBN may not identify the participant until July or apply the discount until August, but the participant should be credited at the reduced rate for May and June (even if they made a late or partial payment those months). The mandatory nature of the Consecutive Payment Discounts shall sunset three years after the Final Settlement Approval Date.

b. Timely and In Full Payment Discount: If, as of the Final Settlement Approval Date, a program participant currently pays more than \$420 per month in monthly recurring program fees, and that program participant pays on time and in full by the first of the month, such program participant’s monthly recurring fee for the month in which the timely and in full payment was made shall be reduced to \$415.

c. Total Payment Cap: LBN will impose a total payment cap for Program Payments, excluding the initial payment and set up fees made by the program participants and/or their sponsors, to an amount not to exceed the face amount of the bond. This in no way constitutes an admission or concession that program participants’ fees are not connected to LBN’s suite of services.

d. As used in this section, a payment shall be considered “on time and in full” when the full amount of such monthly recurring payment is received by LBN before midnight on the second business day of each month. LBN will not charge program participants late fees if payments are received after the second business day of each month, so long as the full amount owed is received at some point during the month in which the fee is due.

e. LBN shall implement the above cap providing additional monetary relief within twenty [20] days after the Court enters the Preliminary Approval Order.

f. LBN shall implement the above discounts providing additional monetary relief by the later of April 1, 2020, or within twenty [20] days after the Final Settlement Approval Date.

B. Non-Monetary Benefits to Settlement Class Members.

1. LBN’s Business Practices. Upon or before the later of April 1, 2020, or within twenty [20] days of the Final Settlement Approval Date, LBN will provide the following programmatic and other non-monetary benefits to Settlement Class Members:

a. Translate Contract: LBN will translate changes made to the LBN Contract into Spanish by a court-certified translator. Within a reasonable period of time, but no later than three months after the Final Settlement Approval Date, LBN will translate the LBN Contract into any language for which the percentage of program participants met or exceeded five percent (5%) of the total volume of program participants as of January 1, 2019. LBN’s best present estimate is that, based on current figures, the LBN Contract will need to be translated into one additional language;

b. Post Contract and Audio Online, and Offer Verbal Translations: LBN will post the LBN Contract on its website. LBN will also post audio versions of the LBN Contract in Spanish on its website. Before a prospective program participant or sponsor signs any part of the LBN Contract, LBN will offer to play the audio version or orally read the terms of the contract into Spanish for any Spanish-speaking potential participant or sponsor;

c. Clear and Concise Contract Terms: The LBN Contract will continue to inform program participants, in clear and concise terms, of the contours of the contract they are entering into;

d. Best Efforts to Mail: When feasible, LBN will also use best efforts to mail the LBN Contract to prospective program participants so that they receive the documents and are able to review them prior to release from ICE custody. Notwithstanding the foregoing, LBN shall not be required to mail the LBN Contract if such mailing would significantly delay the release of the prospective program participant and shall not be required to prove or document that the program participant actually received the LBN Contract prior to release;

e. Sponsor Rights and Opportunities: Prior to the release of a prospective program participant (“prospective participant”) from ICE custody and before the prospective participant signs any part of the LBN Contract, LBN will obtain from the sponsor a representation that the sponsor: (a) received or had access to the LBN Contract prior to the prospective participant’s release; (b) had the right and opportunity to consult with an attorney of their choice; (c) had the right and opportunity to meet in person (if allowed by the detention facility) or via telephone with the prospective participant, privately and outside the presence of LBN to discuss the Contract prior to the prospective participant signing; and (d) had the right and opportunity to have the LBN Contract translated by the entity of their choice. The sponsor shall further attest, prior to the prospective participant’s release, that he or she understands these rights and (1) that he or she used best efforts to contact the prospective participant, in person or by telephone, (2) that if possible, he or she went over all of the terms of all of the LBN Contract with the prospective participant, and (3) that the prospective participant has advised the sponsor that they understand and agree to all of the terms of the Contract.

f. Provide Contract to Participants Prior to Signing: Before a prospective participant signs any part of the LBN Contract, LBN will provide the prospective participant with the LBN Contract and provide the oral translation or translation opportunity set forth above.

g. No Immigration-Related Threats: LBN and its agents will not threaten, verbally or in writing, to report any program participant, sponsor, or family member to ICE or otherwise threaten immigration detention. LBN may, however, inform program participants of the potential consequences of failing to appear for hearings. In the case of program participants for which a bond has been breached and a notice of breach has been issued by DHS, LBN or its subsidiaries may have a duty to produce the individual program participant to DHS.

h. Modified Criminal Prosecution Language: LBN shall remove the current language in Paragraph 3.4 of the LBN Contract, but may include the following disclosure in its contracts with program participants, in lieu of the current language: “Please Note: Destroying, tampering with, or disabling LBN’s GPS monitoring device by anyone other than a law enforcement officer or LBN or any of its authorized agents, may result in criminal prosecution. Please contact LBN if you need assistance in order to avoid tampering with the device.”

i. Debt Collection Representations: To date, LBN has neither engaged in “debt collection” activities through external providers, nor provided adverse information about a program participant’s credit-worthiness in the past. For the Settlement Class Members, LBN has no present intention to engage in “debt collection” activities for past due monthly recurring Program Payments through external providers as to any debts owed as of September 1, 2019.

j. Fee Waiver Program: LBN will continue its fee waiver program for financially distressed clients in which it awards waivers of its fees (in whole or in part) on a needs basis each year. Program participants who receive such a fee waiver are not be required to make any payment for the approved month or months, such time periods to be specifically agreed to by LBN in writing and which may include month to month waivers on a case-by-case basis. LBN will post on its website fee waiver forms for financial hardship and agrees to continue such fee waiver program the value of fee waived to be determined by LBN but which shall not be less than \$150,000 per year. LBN shall have the sole and exclusive right to determine which program participants shall be entitled to participate in the fee waiver program.

k. GPS Monitor Removal for Pregnancy or Medical Necessity: LBN will use commercially reasonable best efforts to ensure that leg-affixed GPS monitors are removed in the event of pregnancy or medical necessity within fourteen [14] days of the date that LBN receives the request for removal (with supporting documentation from a licensed physician or licensed physician's assistant) if the program participant is able to present to a LBN office, and within sixty [60] days if the program participant is not able to visit an LBN office. LBN reserves the right to require an independent medical examination by an LBN-approved licensed physician (at LBN's cost) prior to approval of a GPS removal request. LBN reserves the right (in its sole and absolute discretion) to require the program participant whose leg-affixed GPS device is removed to wear and/or use a smaller GPS device (such as a wrist unit) or to use another electronic check-in device or method following removal of the leg-affixed GPS device. Any monitoring device shall be subject to removal if pregnancy or other medical need requires, subject to the documentation and verification requirements above.

l. No Leg-Affixed GPS Monitors for Bonds Under \$7,500: Unless required in writing by a bond company or a surety company for a particular potential client, LBN will not require a leg-affixed GPS monitor for new program participants who have an immigration bond with a face value of less than \$7,500, but may in its discretion, require a wrist monitoring GPS unit or other electronic check-in device. LBN's best present estimate is that, based on current figures, approximately 19% of program participants have bonds under \$7,500.

m. GPS Monitor Removal and No Further Payments Upon Termination of Immigration Proceedings: Upon its receipt of an I-391 or I-210, LBN shall also remove any GPS monitor, stop all GPS monitoring, and stop all monthly payments, upon verification that a program participant's removal case has terminated, and if necessary, their compliance with a removal order, with documentation as set forth in Appendix A and posted on LBN's website. If the program participant presents to a LBN office with the appropriate documentation during

regular business hours for staffed offices, the removal of the GPS monitor shall be done immediately. If the program participant does not present to a LBN office, the removal of the GPS monitor shall be done within thirty [30] days. If the program participant does not have the I-391 but can present documentation sufficient to prove that an I-391 will be issued as set forth in Appendix A, LBN shall suspend payments and GPS monitoring and remove any leg-affixed GPS monitor but may, in its sole discretion, require telephone check-ins or other forms of monitoring until the I-391 is received by LBN. If the program participant presents to a LBN office, the removal of the leg-affixed GPS monitor shall be done immediately. If the program participant does not present to a LBN office, the removal of the leg-affixed GPS monitor shall be done within thirty [30] days.

n. Less Intrusive and Reduced Monitoring: LBN also represents that: (1) since the commencement of this lawsuit, the percentage of program participants wearing ankle monitors has been reduced substantially to approximately 27% percent; and (2) LBN has transitioned program participants to a technologically upgraded ankle monitor. LBN shall: (1) ensure that such use percentages do not increase relative to the total population of LBN clients; and (2) use best efforts to lower these use percentages going forward. LBN will within a reasonable period of time, but no later than December 31, 2020, ensure that all program participants who wear ankle monitors have the technologically upgraded ankle monitor used by the company so long as such program participants present to LBN offices. Within a reasonable period of time, but no later than December 31, 2021, LBN agrees to use commercially reasonable efforts to transition away from use of ankle monitors altogether and to instead use a wrist bracelet monitor or other similarly less intrusive monitors, such as cellular telephones or periodic check-ins.. LBN, however, shall be excused from compliance with the terms of this paragraph to the extent such compliance is prohibited by government regulations or written requirements of a surety company, with such writing provide to Plaintiffs' counsel by LBN.

III. CLASS COUNSEL ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE INCENTIVE AWARDS

A. Attorneys' Fees, Costs and Expenses. On or before twenty-one (21) days prior to the Response Deadline, Class Counsel will petition the Court for an award of attorneys' fees and costs in an amount not to exceed twenty-five percent of the total \$3.2 Million Settlement Amount (the "Fee Application"). LBN agrees not to oppose a request for attorneys' fees and expenses that does not exceed twenty-five percent of the Settlement Amount. The Attorneys' Fees and Costs Award in the amount of twenty-five percent of the Class Settlement Amount shall be the total obligation of LBN to pay for attorneys' fees, costs and/or expenses of any kind.

B. Incentive Awards. On or before twenty-one (21) days prior to the Response Deadline, Class Counsel will petition the Court for approval of Incentive Awards payable to the Class Representatives in amounts not to exceed \$10,000 for each Class Representative, for a total of \$40,000 (the "Service Award Application").

C. LBN shall pay the Fee and Expense Award, and any Incentive Awards to the Class Representatives to the Settlement Administrator pursuant to the schedule set forth in paragraph II.A.1.c.ii above.

IV. NOTICE TO CLASS AND ADMINISTRATION OF SETTLEMENT

A. Preserving Confidentiality of Class Member Information. The Settlement Administrator has executed a Confidentiality Agreement. The Settlement Administrator, Class Counsel, and Defendant's Counsel understand and agree that they will be provided with certain personal identifying information relating to Settlement Class Members, they agree to keep this information secure and not to disclose or disseminate this information to any third parties, and they agree such information will be used solely for the purpose of effecting this settlement. The Confidentiality Agreement executed by the Settlement Administrator provides additional provisions for protection of Class Member information that may be provided to it during the course of administering this settlement.

B. Class Notice. The Class Notice is attached hereto as Exhibit D (detailed notice), Exhibit E (publication notice), Exhibit F (text message notice), and Exhibit G (postcard notice), and the Parties agree that it conforms to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clauses), and any other applicable law, but is subject to approval and revision, in manner and form, by the Court.

C. General Notice Terms. The Class Notice:

1. Informs Settlement Class Members that, if they do not exclude themselves from the Class, they may be eligible to receive the relief under the proposed settlement;
2. Contains a short, plain statement of the background of the Action, the Class certification and proposed settlement;;
3. Describes the proposed settlement relief outlined in this Settlement Agreement;
4. States that any relief to Settlement Class Members is contingent on the Court's final approval of the proposed settlement.

D. Notice of Exclusion and Objection Rights. The Class Notice informs Settlement Class Members of their rights to exclude themselves from the Class or object to the proposed settlement, as described in paragraphs IV.E.9 and IV.E.10 below.

E. Time and Manner of Notice.

1. As soon as practicable, but starting within fourteen (14) days of entry of the Preliminary Approval order, LBN shall provide the Settlement Administrator with access to the telephone numbers for members of the Former and Current Program Participant Payments Subclass Members, and the Sponsor Payments Subclass Members for whom LBN has contact information. In providing such access, LBN may rely on its reasonably available electronic records and is only obligated to provide the last known telephone number as it presently exists in its business records. The access provided to the Settlement Administrator shall be through a secure portal that permits the Settlement Administrator to access the telephone numbers for use in providing notice, but does not permit the Settlement Administrator to download, copy or otherwise retain any numbers or other Settlement Class identifying information onto its servers or other

devices utilized to provide notice to the Settlement Class, except temporarily as necessary to send the notice contemplated in this agreement. To the extent any such information is downloaded, copied or otherwise retained on a server or device beyond the term necessary to effectuate notice, whether intentionally, or unintentionally, or by operation of the device at issue, all such information shall be immediately deleted upon discovery.

2. Text Message Notice. As soon as practicable, but starting no later than within thirty [30] calendar days of entry of the Preliminary Approval Order, the Settlement Administrator shall send a text message in both English and Spanish to all the Former and Current Program Participant Payments Subclass Members, and the Sponsor Payments Subclass Members for whom LBN has telephone numbers. The text messages will be substantially similar to the sample notice contained in Exhibit F, and will provide details on how to access a prerecorded message that will be in English and Spanish and that provides information to the Settlement Class on the settlement and how to access the Settlement Website. If a text message sent to a Settlement Class Member fails to send, the Settlement Administrator will make up to two additional text message attempts on days and times chosen by the Settlement Administrator as reasonably likely to achieve delivery.

3. Postcard Notice. If, even after the two additional text message attempts, a text message fails to send or the Settlement Administrator receives other information indicating that the message did not reach the intended recipient, the Settlement Administrator shall send a Postcard Notice by mail to that Settlement Class Member. For any such Postcard Notice LBN shall provide the Settlement Administrator with access to mailing addresses for such Class Members for whom LBN has contact information. In providing such access, LBN may rely on its reasonably available electronic records and is only obligated to provide the last known mailing address as it presently exists in its business records. The access provided to the Settlement Administrator shall be through a secure portal that permits the Settlement Administrator to access the mailing addresses for use in providing notice, but does not permit the Settlement Administrator to download, copy or otherwise retain any addresses or other Settlement Class identifying

information onto its servers or other devices utilized to provide notice to the Settlement Class, except temporarily as necessary to send the notice contemplated in this agreement. To the extent any such information is downloaded, copied or otherwise retained on a server or device beyond the term necessary to effectuate notice, whether intentionally, or unintentionally, or by operation of the device at issue, all such information shall be immediately deleted upon discovery. The Postcard Notice will be substantially similar to the sample notice contained in Exhibit G.

4. Publication Notice. As soon as practicable, but starting within thirty (30) calendar days of entry of the Preliminary Approval Order, the Settlement Administrator shall place a notice of the settlement in Spanish in the following periodicals: La Opinion, El Sol, and El Mundo. The Settlement Administrator will also mail the publication notice in English, with instructions on how to obtain the Spanish version, to the following organizations: American Immigration Lawyers Association, National Immigration Project of the National Lawyers Guild. The Publication Notice will be substantially similar to the sample notice contained in Exhibit E.

5. Posting of the Class Notice. As soon as practicable, but starting within thirty (30) calendar days of entry of the Preliminary Approval Order, the Settlement Administrator will post the Class Notice referenced in paragraph IV.B. on the Settlement Website.

6. Additional Information for the Class.

a. Settlement Website. Prior to the date on which the Settlement Administrator initiates the Class Notice, the Settlement Administrator shall also establish the Settlement Website, which shall contain:

- i. The Class Notice, in both Spanish and English.
- ii. A contact information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Class Counsel and Defendant's Counsel;
- iii. The Settlement Agreement;
- iv. The signed Preliminary Approval Order and publicly filed motion papers and declarations in support thereof;

- v. A description of the method by which Settlement Class Members may submit their I-391s; and
- vi. (when they become available) the publicly filed motion for Final Approval, Fee Application, Service Award Application, and any papers and declarations in support thereof.

b. The Settlement Website shall remain accessible until thirty (30) calendar days after the Settlement Administrator has completed its obligations under this Settlement Agreement.

7. Responsibilities of Settlement Administrator. The Parties will retain one or more Settlement Administrators (including subcontractors) to help implement the terms of the proposed Settlement Agreement. The Settlement Administrator(s) shall be responsible for administrative tasks, including, without limitation (a) notifying the appropriate state officials about the settlement, (b) arranging, as set forth herein, for distribution of Class Notice (in the form approved by the Court) to Settlement Class Members, (c) answering inquiries from Settlement Class Members and/or forwarding such written inquiries to Class Counsel or their designee, (d) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion to the settlement, (e) establishing the Settlement Website that posts notices and other related documents, (f) receiving and processing claims and distributing payments, and (g) otherwise assisting with implementation and administration of the Settlement Agreement terms. The actual costs and expenses of the Settlement Administrator, which the Settlement Administrator has agreed shall be no more than \$80,000, will be paid from the Settlement Amount.

8. Process for Obtaining Monetary Relief from the Settlement Amount. Each member of the Former and Current Program Participant Payments Subclass, and each member of the Sponsor Payments Subclass, for whom LBN has a record of the Program Participant having been issued a Form I-391 within six [6] months of the Final Settlement

Approval Date, and who have not timely excluded themselves from the settlement, will automatically receive a *pro rata* share of the \$750,000 Cash Settlement Fund from the Settlement Amount set aside for the Former and Current Program Participant Payments Subclass and Sponsor Payments Subclass. Members of the Former and Current Program Participant Payments Subclass, and the Sponsor Payments Subclass, may also submit the Program Participant's Form I- 391 to LBN, or to the Settlement Administrator through means set forth on the Settlement Website, which shall include options to submit in paper via first class mail or online at the Settlement Website. If either the Participant or their Sponsor has timely submitted a valid Form I-391 for the Participant, then both the Participant and Sponsor shall receive their pro rata payment. If neither the Participant, nor their Sponsor, has timely submitted a valid Form I-391, then neither will receive a pro rata payment. Any valid Form I-391 received by the Settlement Administrator or LBN on or before the date six months from the date of the Final Settlement Approval Date shall be considered timely submitted for purposes of including the Class Member in the Former and Current Program Participant Payments Subclass and Sponsor Payments Subclass. These Settlement Class Members, who have not timely excluded themselves from the settlement, will receive a *pro rata* share of the \$750,000 Cash Settlement Fund from the Settlement Amount set aside for the Former and Current Program Participant Payments Subclass and Sponsor Payments Subclass. Payments of the *pro rata* share of the Settlement Amount shall be made in the manner and pursuant to the schedule set forth in paragraph II.A.1.c.ii.

9. Requests for Exclusion. As set forth below, Settlement Class Members shall have the right to opt out of the Class and this settlement.

a. In the event a Settlement Class Member wishes to be excluded from the settlement and not to be bound by this Settlement Agreement, that person must, prior to the Response Deadline, submit in paper via first class mail or online at the Settlement Website a notice of intention to opt-out of the settlement to the Settlement Administrator. The request for exclusion, must: be postmarked or submitted online before the Response deadline; include the Settlement Class Member's name, address, and telephone number; be signed and dated by the Settlement

Class Member; and contain a clear request that the individual would like to “opt-out” or be excluded, by use of those words or other words clearly indicating a desire not to participate in the settlement. Any Settlement Class Member who timely and properly requests exclusion in compliance with these requirements will not be entitled to any benefit under the settlement, and will not be bound by this Settlement Agreement or the Final Approval Order and Judgment.

10. Objection Requirements. As set forth below, any Settlement Class Member may object to this Settlement Agreement, the Fee Application, and/or the Incentive Award application.

a. Any Settlement Class Member who has not submitted a timely opt-out form and who wishes to object to the fairness, reasonableness, or adequacy of the settlement must, prior to the Response Deadline, submit in paper via first class mail or online at the Settlement Website a notice of intention to object to the settlement to the Settlement Administrator. The notice of objection, must: be postmarked or submitted online before the Response deadline; include the Settlement Class Member’s name, address, and telephone number; be signed and dated by the Settlement Class Member; and state each objection and the specific bases for each. Although not required, objectors are encouraged to provide the participant’s Alien Registration Number (“A-number”), if available, and a copy of any document that they believe supports their objection. LBN shall have the right, but not the obligation, to verify whether any objector is a Settlement Class Member. However, even if the objector does not provide information requested by LBN, but they are a Settlement Class Member, they can proceed.

11. Failure to Object. Any Settlement Class Member who does not provide a timely written objection or who does not make a record of his or her objection at the Final Approval Hearing shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed settlement, Fee Application, Fee and Expense Award, Incentive Award Application, or Incentive Awards.

12. Responses to Objections. The Class Representatives, Class Counsel, and/or LBN may file responses to any timely written objections no later than seven (7) days prior to the Final Approval Hearing.

V. MUTUAL RELEASES

A. Release by Settlement Class Members. Upon the Final Settlement Approval Date, each Plaintiff and each Settlement Class Member who has not opted out of the Settlement Class releases, waives, and forever discharges LBN Releasees from any and all claims they have or may have against the LBN Releasees arising out of or relating in any way to any of the legal, factual, or other allegations made in the Action, or any legal theories that could have been raised based on the allegations of the Action, including without limitation allegations made in any version of the complaint filed in the Action, and any claim regarding the manner of Class Notice (the “Released LBN Claims”). Settlement Class Members acknowledge that they have been fully and fairly compensated for all claims that have been made or which could have been made arising out of or relating in any way to any of the legal, factual, or other allegations made in the Action, or any legal theories that could have been raised based on the allegations of the Action, including without limitation allegations made in any version of the complaint filed in the Action as of the date of the settlement. The foregoing acknowledgement is not intended to limit the rights and remedies available, if any, to any regulatory authorities. The Parties acknowledge that Plaintiffs and Settlement Class Members cannot release claims brought by governmental entities.

B. Release by Class Representatives. Upon the Final Settlement Approval Date, the Class Representatives also release all claims arising, or that could arise in the future, out of any conduct or omissions occurring as of the date of the Settlement Agreement that might be attributable to LBN, including waiving any such claims, rights or benefits they may have under Cal. Civ. Code § 1542 and any similar federal or state law, right, rule, or legal principle that may be applicable. The Parties agree and acknowledge that this waiver is an essential term of this Settlement Agreement. California Civil Code § 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

C. Release by LBN. Upon the Final Settlement Approval Date, LBN releases, waives,

and forever discharges Plaintiffs' Releasees from any and all claims it has or may have against the Plaintiff Releasees with respect to any claim for existing Program Payments or fees (the "Released Plaintiffs' Claims").

D. Sole and Exclusive Remedy. This settlement shall be the sole and exclusive remedy for any and all claims released in this Section V against any of the Parties. All releasing Parties shall be barred from initiating, asserting, or prosecuting the released claims as described in this Section V. The foregoing exclusive remedy and bar terms are not intended to limit the rights, if any, of any regulatory authorities.

VI. CERTIFICATION OF THE SETTLEMENT CLASS

A. The Parties agree, for settlement purposes only, that this Action shall be certified and proceed as a class action under Federal Rule of Civil Procedure 23(b)(3), with a class consisting of all Settlement Class Members, the Current Program Participant Subclass, the Former and Current Program Participant Payments Subclass, and the Sponsor Payments Subclass, with Juan Quintanilla Vasquez, Gabriela Jamileth Perdomo Ortiz, Victor Hugo Catalan Molina, and Kevin Calderon as Class Representatives, and with Centro Legal De La Raza, Migliaccio & Rathod LLP, and Tycko & Zavareei LLP as Class Counsel. LBN specifically reserves any and all rights with respect to any individuals who opt out of this settlement, including but not limited to enforcing the terms of the contractual arbitration agreement.

B. Any certification of a conditional, preliminary, or final settlement class pursuant to the terms of this Settlement shall not constitute, and shall not be construed as, an admission on the part of LBN that this Action, or any other proposed or certified class action, is appropriate for trial class treatment pursuant to the Federal Rules of Civil Procedure or any state or federal class action statute or rule.

VII. COURT APPROVAL PROCEDURES

A. Motion for Preliminary Approval. The Class Representatives, through Class Counsel, shall apply to the Court for entry of the Preliminary Approval Order (substantially in the form attached as Exhibit B) as soon as practicable following the signing of this Settlement Agreement for the purpose of, among other things:

1. Finding that the requirements for provisional certification the Settlement Class have been satisfied;

2. Appointing Plaintiffs as the Class Representatives;

3. Appointing Class Counsel as counsel for the Settlement Class;

4. Appointing JND Legal Administration as the Settlement Administrator;

5. Scheduling a Final Approval Hearing on a date ordered by the Court, provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the settlement should be approved as fair, reasonable and adequate, and to determine whether the Settlement Approval Order and Final Judgment should be entered dismissing the Action with prejudice;

6. Approving the Class Notice plan set forth in Section IV above;;

7. Preliminarily approving the form of the Settlement Approval Order and Final Judgment;

8. Preliminarily enjoining Plaintiffs and the Settlement Class Members who do not properly and timely request exclusion from the Settlement Class from prosecuting any Released LBN Claims against any LBN Releasees;

9. Establishing dates by which the Parties shall file and serve all papers in support of the application for final approval of the settlement and in response to any valid and timely objections;

10. Providing that all Settlement Class Members will be bound by the Settlement Approval Order and Final Judgment dismissing the Action with prejudice unless such Settlement Class member timely files a valid written request to opt out in accordance with this Settlement Agreement and the Class Notice; and

11. Approving the objection, and exclusion procedures for Settlement Class Members.

B. Motion for Final Approval. The Class Representatives, through Class Counsel, shall file a motion for Final Approval 100 days after the court grants Preliminary Approval, that seeks to obtain from the Court a final Settlement Approval Order and Final Judgment in the form

substantially similar to Exhibit C that does all of the following:

1. Finds that the Court has personal and subject matter jurisdiction over the Settlement Class Members and the Action, and that venue is proper;
 2. Certifies the Settlement Class for settlement purposes;
 3. Approves the settlement;
 4. Finds that the Class Notice given in the manner described herein constitutes the best notice practicable and in full compliance with California law, federal law, and due process;
 5. Confirms that Class Representative, Settlement Class Members, and LBN have released all released claims described in Section V above and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of those claims against the released parties described in Section V above;
 6. Identifies those who have timely opted out of the settlement; and
 7. Within ninety (90) days of issuing the payments pursuant to paragraph II.A.1.c.ii above, the Parties will provide the Court a report verifying their compliance with this Settlement Agreement to the date of the report.
 8. Court Retains Jurisdiction. The Court retains jurisdiction relating to the administration, consummation, validity, enforcement, and interpretation of this Settlement Agreement, the Settlement Approval Order and Final Judgment, any final order approving the Fee and Expense Award and Incentive Awards, and for any other necessary purpose.
- C. Dismissal of the Appeal. Within seven (7) days of the Final Settlement Approval Date, LBN shall dismiss the Appeal with prejudice.
- D. Filing of the Fourth Amended Complaint. Following the execution of this Settlement Agreement, with Court approval, the Parties agree that Plaintiffs will file a Fourth Amended Complaint that brings claims on behalf of the Sponsor Subclass.
- E. Confidentiality Until Preliminary Approval. The terms of the settlement shall remain confidential until the Parties move for preliminary approval.

F. Mutual Non-Disparagement. The Parties and their counsel agree not to make any disparaging public statements about the Parties and counsel. The Parties agree that they will not make any statements to undermine, disparage, and discredit the settlement before, during and after the settlement approval process.

G. Counterparts. This Settlement Agreement may be executed in one or more counterparts, with the same force and effect as if executed in one complete document.

H. Facsimile Signature Deemed Original. The Parties and their counsel may execute this Settlement Agreement in counterparts (any one or all of which may be facsimile or PDF/electronic copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

I. Effectiveness of Agreement. This Settlement Agreement shall become effective upon the last date of its execution by all of the persons for whom signature spaces have been provided below.

J. Authority. Each individual signing this Settlement Agreement warrants and represents that he or she has full capacity and authority to execute the Settlement Agreement on whose behalf he or she so signed.

K. Governing Law. This Settlement Agreement is made and entered into in the State of California and shall, in all respects, be interpreted, enforced and governed by and under the laws of the State of California, without regard to conflict of law provisions.

L. Amendments and/or Modifications. This Settlement Agreement may be amended or modified only by a writing signed by all Parties to this Settlement Agreement.

M. Headings. Paragraph headings are for reference only and shall not affect the interpretation of any paragraph thereto.

N. Warranty. Each of the Parties to this Settlement Agreement warrants that no promise or inducement has been made or offered by any of the Parties, except as set forth herein, and that this Settlement Agreement is not executed in reliance upon any statement or representation of any of the Parties or their representatives, not otherwise reflected herein.

O. Successors and Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective agents, heirs, insurers, successors and assigns.

P. Further Assurances. The Parties hereto expressly agree to execute such other documents and to take such other action as may be reasonably necessary to further the purpose of this Settlement Agreement.

Q. Interpretation of Agreement. In the event that any provision of the Settlement Agreement requires interpretation, it is agreed by the Parties that the person interpreting or construing this Settlement Agreement shall not apply a presumption that the terms of this Settlement Agreement shall be more strictly construed against one Party, by reason of the rule of construction that a document is to be construed more strictly against the Party who (by itself or through its agent) prepared the document, it being agreed among the Parties that all Parties have participated in the preparation of this Settlement Agreement.

R. Entire Agreement. This Settlement Agreement constitutes the full and entire agreement between the Parties and each Party acknowledges that there are no representations, warranties, agreements, arrangements, or undertakings, oral or written, between the Parties relating to the subject matter of this Settlement Agreement, which were not fully expressed herein.

S. Parties Rely on Own Judgment. The Parties hereto, and each of them, represent and declare that in executing this Settlement Agreement, they rely solely upon their own judgment, belief and knowledge, and on the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims and that they have not been influenced to any extent whatsoever in executing the same by any representations or statements covering any matters made by any of the Parties hereto or by any person representing them or any of them. The Parties acknowledge that no Party hereto nor any of her or its representatives has made any promise, representation, or warranty whatsoever, written or oral, as any inducement to enter into this Settlement Agreement, except as expressly set forth in this Settlement Agreement.

T. Investigation. Each Party to this Settlement Agreement has made such investigation of the facts pertaining to this settlement and this Settlement Agreement and of all the matters pertaining thereto as it deems necessary.

U. Voluntary Settlement. The Parties hereto, or a responsible representative thereof, and each of them, further represent and warrant that they have carefully read this Settlement Agreement and know and understand the contents thereof, and that they signed this Settlement Agreement freely and voluntarily.

V. Continuing Jurisdiction. The Court shall retain exclusive and continuing jurisdiction over this Settlement Agreement and over all Parties and Settlement Class Members to interpret, effectuate, enforce, and implement this Settlement Agreement. The Court shall have exclusive jurisdiction to resolve any disputes involving this Settlement Agreement.

W. Attorneys' Fees. In any action or proceeding arising out of or to enforce the terms of this Settlement Agreement, the prevailing party in said action or proceeding shall be entitled to recover all reasonable attorneys' fees and costs incurred.

X. Severability. If any provision, paragraph, clause, or sentence in this Settlement Agreement is declared to be illegal, void, invalid, or unenforceable by a court or other authority with jurisdiction thereof, the remaining provisions, paragraphs, clauses and sentences shall be severable and shall remain in full force and effect. The Parties agree that a void or invalid paragraph, clause, or provision shall not affect the validity or enforceability of the remaining provisions of this Settlement Agreement.

Y. Revert to Status Quo. This Settlement Agreement is governed by the terms of Federal Rule of Evidence 408 and is for settlement purposes only, and neither the fact of, nor any provision contained in this Settlement Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or admission by any Party of any claim, defense or allegation

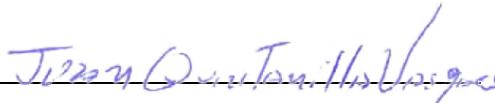
made in the Action or any other action, nor as an admission by any Party of the validity of any fact or defense asserted against them in the Action or any other action. If the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties, decline to enter the Settlement Approval Order and Final Judgment in the form described in paragraph I.y., or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Approval Order and Final Judgment is reversed or rendered void, then (a) this Settlement Agreement shall be considered null and void, (b) neither this Settlement Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither entered into nor filed with the Court. Invalidation of any portion of this Settlement Agreement shall invalidate this Settlement Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. This includes that the provisional certification of the Settlement Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Settlement Agreement terminates or is nullified, the provisional class certification shall be vacated by its terms, and the Action shall revert to the status that existed before the execution of this Settlement Agreement. Upon nullification of this Settlement Agreement, Class Representatives shall be free to pursue any claims available to them, and LBN shall be free to assert any defenses available to it, including, but not limited to, denying the suitability of this case for class treatment. Nothing in this Settlement Agreement shall be argued or deemed to estop any Party from asserting such claims or defenses. In the event the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties, decline to enter the Settlement Approval Order and Final Judgment in the form described in paragraph I.y., or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Approval Order and Final Judgment is reversed or rendered void, the Parties will negotiate in good faith to address the issues raised by said events, including seeking mediation with Jill R. Sperber.

Z. Exhibits. All of the Exhibits to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

AA. Waiver. The waiver by one Party of any provision or breach of this Settlement Agreement shall not be deemed a waiver of any other provision or breach of this Settlement Agreement.

BB. Calculation of Time. All time listed in this Settlement Agreement is in calendar days. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, the Parties hereto have entered into and executed this Settlement Agreement as indicated below:

Date: July 29, 2020 By: 
Juan Quintanilla Vasquez

Date: July 29, 2020 By: 
Gabriela Perdomo Ortiz

Date: July 29, 2020 By: 
Victor Hugo Catalan

Date: July 29, 2020 By: 
Kevin Calderon⁴

Class Representatives

Appendix A – Documentation Sufficient to Show Termination of Immigration Proceedings

1. Immigration judge order granting relief from removal and reflecting that all parties waived appeal;
2. Immigration judge order granting relief from removal and 30 days or more have passed since that order, and either (a) documentation confirming that no appeal is pending through the Executive Office for Immigration Review (EOIR) E-Registry, or (b) LBN confirmation that no appeal is pending through EOIR's Case Status Information Line;
3. Board of Immigration Appeals' order sustaining an immigration judge's grant of relief from removal;
4. Immigration judge order denying relief from removal and reflecting that all parties waived appeal, and a completed Form I-392;
5. Immigration judge order denying relief from removal, a completed Form I-392, and either (a) documentation confirming that no appeal is pending through the EOIR E-Registry, or (b) LBN confirmation that no appeal is pending through EOIR's Case Status Information Line;
6. Board of Immigration Appeals' order sustaining an immigration judge's denial of relief or reversing an immigration judge's grant of relief without an order of remand, and a completed Form I-392; or
7. Immigration judge order granting voluntary departure and reflecting that all parties waived appeal, and a completed Form I-392.

Exhibit A



**LIBRE BY NEXUS
CONTRACT FOR SERVICES**

1. Parties and Definitions.

1.1. "You" means _____[Name]. You may also be called a "Program Participant."

1.2. "Libre" means Libre by Nexus, Inc., a company.

*Libre is a private company. We help people who are detained in immigration centers for whom a bond has been set by an immigration law judge or an ICE officer but who can't raise the money to pay the bond in full or to pledge collateral for the bond through a traditional bonding program with a bond agent.

*Libre is not a bonding company, nor is it a bail agent.

*Libre is not a government agency.

*Libre is not a charity or religious organization.

*Libre is not connected to, or affiliated with, the United States Immigration and Customs Enforcement or "ICE".

1.3 "Program" means the services that Libre provides to You.

1.4 "Co-Signer"/"Guarantor" means the person who agreed to be financially responsible for payment of the Fees and Charges Set Forth in Section 2 below if You are unwilling or unable to pay.

1.5 "Contract" or "Agreement" means this document. This is a legally binding document that You should read and review carefully before You sign.

1.6 "Parties." The Parties to this Agreement are You, the Co-Signer and Libre.

2. Fees, Payments Due and Charges Assessed.

2.1. There are several types of charges and fees that You or Your Co-Signer/Guarantor must pay for Your participation in the Libre Program: Set Up Fees, Monthly Program Fees, Maintenance Fees, Equipment Damage Fees, and Program Non-Compliance Fees. If Your bond is less than \$20,000 and You choose to do so, You *may* (but are not *required*) to make payments to collateralize Your bond. If Your bond amount is at or over \$20,000, Libre requires that You collateralize a certain portion of Your bond.

2.2. "Set Up Fees" are one-time charges by Libre to gather information about You and Your Co-Signer, coordinate with the bonding company, make arrangements for Your release from detention, and coordinate and set up travel arrangements to move you from the detention facility to meet Your family or friends. Set-up fees include a general one-time fee, fees paid to third parties, travel fees, and other fees that may apply on a case by case basis. See payment worksheet attached for the total

Libre: _____

"You" _____
"Guarantor" _____

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set-up fee. Set Up Fees must be paid in full before Libre will assist with Your release from detention. Even if you are not released from detention, Libre will retain \$990 of your Set-Up Fee to cover its administrative costs, including but not limited to its risk assessment.

- 2.3. "Program Fees" are recurring monthly charges by Libre that You must pay. Payment of the monthly Program Fees does not count toward the total cost of Your bond. The Minimum Program Fees will vary depending on the size of Your bond and whether You have paid 100% of your Collateral Payments. At the time You or Your Co-Signer/Guarantor sign up with Libre, Libre may require that You make two or more monthly Program Fee Payments. Variances in the Monthly Program Fee reflect the difference in your total bond amount. (See Section 2.9 for details)
- 2.4. "Maintenance Fees" are monthly recurring charges that You must pay after You have made Your Minimum Program Fees or You collateralize 100% of Your bond (whichever comes first) until Libre receives an I-391 bond cancellation form.
- 2.5. "Bond Collateral Payments"—are monies that You pay toward paying off the total amount of Your bond. Bond Collateral Payments are *not required* for bonds less than \$20,000. For bonds equal to or greater than \$20,000, Libre may require a bond collateral payment of 1% of the total amount of the bond at the time that the Set-Up fees are paid. For bonds at and above \$25,000, Libre requires 30% of the total amount of the bond to be paid on a monthly basis. If You win Your immigration hearing and Libre receives an I-391 bond cancellation form, or if You voluntarily self-deport and Libre receives an I-391 bond cancellation form, Libre will refund all Your bond collateralization payments to You or any other person that you choose, if you notify Libre in writing that you would like them to receive your bond payments. If you do not notify Libre of a person to whom your refund should be made, or if You or Your designee cannot be located by Libre using reasonable commercial efforts, Libre will refund such funds to Your Co-signor/Guarantor.
- 2.6. "Equipment Damage Fees"- see Section 3.7 below.
- 2.7. "Program Non-Compliance Fees"-see Section 3.6 below.

2.8. 2017-2018 Monthly Program Fees:

2.8.1 For Bonds Up to \$4,999 You agree to pay:

*\$250 per month until Libre receives 22 monthly Program Fee payments ("Minimum Program Fees") or You make 100% of Your Bond Collateralization Payments (whichever comes first). After that, You agree to pay \$50 per month ("Maintenance Fee") until Libre receives an I-391 bond cancellation form.

2.8.2 For Bonds Between \$5,000 and up to \$7,499 You agree to pay:

*\$350 per month until Libre receives 22 monthly Program Fee payments ("Minimum Program Fees") or You make 100% of Your Bond Collateralization Payments (whichever comes first). After that, You agree to pay \$50 per month ("Maintenance Fee") until Libre receives an I-391 bond cancellation form.

2.8.3 For Bonds Between \$7,500 and up to \$9,999 You agree to pay:

Libre: _____

"You" _____
"Guarantor" _____

*\$375 per month until Libre receives 24 monthly Program Fee payments (“Minimum Program Fees”) or You have made 100% of Your Bond Collateralization Payments (whichever comes first). After that, You agree to pay \$50 per month (“Maintenance Fee”) until Libre receives an I-391 bond cancellation form.

2.8.4 For Bonds Between \$10,000 and up to \$14,999 You agree to pay:

*\$450 per month until Libre receives 34 monthly Program Fee payments (“Minimum Program Fee”) or You have made 100% of Your Bond Collateralization Payments (whichever comes first). After that, You agree to pay \$50 per month (“Maintenance Fee”) until Libre receives an I-391 bond cancellation form.

2.8.5 For Bonds Between \$15,000 and \$19,999 You agree to pay:

*\$450 per month until Libre receives 40 monthly Program Fee payments (“Minimum Program Fee”) or You have made 100% of Your Bond Collateralization Payments (whichever comes first). After that, You agree to pay \$50 per month (“Maintenance Fee”) until Libre receives an I-391 bond cancellation form.

2.8.6 For Bonds Above \$20,000 You agree to pay:

*\$475 per month until Libre receives 60 monthly Program Fee payments (“Minimum Program Fee”) or until You have made 100% of Your Bond Collateralization Payments (whichever comes first). After that, You agree to pay \$50 per month (“Maintenance Fee”) until Libre receives an I-391 bond cancellation form.

2.8.7 In its sole discretion, Libre may (but shall not be required to), reduce the number of months for which You must pay Program Fee payments. In determining whether to make such a reduction, Libre will consider Your compliance with contract terms.

2.9 “Bond Collateralization Payments” are payments made by You towards the total amount of Your bond.

2.9.1 Bond Collateralization Payments are optional for bonds that are less than \$20,000. Libre will apply funds received from You or on Your behalf first to Set Up Fees, next to Monthly Program Fees, next to Monitoring Fees, next to Equipment Damage Fees, next to Program Non-Compliance Fees and then to Bond Collateralization Payments.

2.9.2 If Your bond is cancelled and Libre receives a bond cancellation form (I-391), Libre will refund Your Bond Collateralization Payments to You or to someone that You designate in writing.

2.9.3 Monthly Program Fees, Maintenance Fees, Set-Up Fees, Equipment Damage Fees, and Program Non-Compliance Fees are not refundable.

Libre: _____

“You” _____
“Guarantor” _____

2.9.4 Bond collateralization payments may be placed in Libre’s general operating funds. You and the Co-Signer agree that Libre is not required to segregate collateralization funds

3. GPS Tracking Equipment

3.1 If Your bond is at or below \$4,999, You will *not* be required to wear GPS (global positioning service) tracking equipment.

3.2 If Your bond is more than \$5,000, You must wear and keep charged GPS tracking equipment for the duration of the time that You are a Program Participant.

3.3 Libre may, in its sole discretion, remove your GPS tracking equipment if:

*You become pregnant but only for the duration of Your pregnancy;

*You have been personally examined by a physician (such physician to be licensed in the U.S. and in good standing) within thirty (30) days and such physician provides written certification to Libre (on a form provided or approved by Libre) that You have a specific medical condition or injury which will be worsened if You are required to wear the GPS unit. If such a physician’s certification is received, You agree that You will comply with Libre’s reporting requirements and will utilize any other GPS system or equipment then used by Libre if requested to do so by Libre;

*You pay 80% of the total amount of Your bond (For example, if Your bond is \$10,000.00 and You have paid \$8,000.00 toward your bond as Bond Collateralization Payments, You have paid 80% towards the total amount of Your bond.);

*You make 80% of Your Minimum Program Fees and have been otherwise compliant with the Program (charging Your GPS unit, making timely payments, contacting Your case manager as required; attending Your court dates.)

3.4 If You or someone acting on Your behalf (such as a family member, friend, attorney or agent) cuts Your GPS tracking equipment off or intentionally damages the equipment in anyway, Libre *will* file criminal charges against You and/or the third party. If You are taken into custody and a law enforcement officer removes Your GPS unit, Libre will *not* file criminal charges against You.

3.5 If Your GPS equipment malfunctions and You are not at fault, Libre will replace it or repair it at no cost to You.

3.6 “Program Non-Compliance Fees.” If You fail to keep Your GPS equipment charged, and Libre representatives are required to locate You to ensure Your compliance with the Program, You will be charged a Program Non-Compliance fee equal to the travel and lodging costs for the Libre representative. In town (within a 75 mile radius from a Libre office) trips shall be charged a flat rate of \$100. If a Libre representative is required to travel more than 75 miles from the closest Libre office to locate You, You will be charged (and You agree to pay) the Libre representative’s actual travel and lodging costs, up to \$1,500.00.

Libre: _____

“You” _____
“Guarantor” _____

3.7 "Equipment Damage Fee." If Libre is required to replace Your GPS unit because You damaged the equipment, Libre will assess You (and You agree to pay) the actual cost of replacing the equipment, plus the cost for a Libre representative to travel to Your location to replace the equipment, up to a maximum of \$2,500.00.

4. Your Duties As A Program Participant

4.1 You must wear and keep charged the GPS equipment assigned to You. You understand that this equipment allows Libre and its technology partners to monitor Your physical location and for so long as You are a Program Participant You consent to such monitoring.

4.2 You must maintain the GPS equipment in good condition.

4.3 You must immediately report any problems or difficulties with the GPS equipment to Libre by Nexus.

4.4 You must make payments in full for monthly Program Fees or Maintenance Fees by the first day of each month. Libre by Nexus call centers are available to serve you 24 hours a day, 7 days a week.

4.5 You must contact Libre by Nexus immediately if you foresee any delay or difficulty in making monthly Program Fees or Maintenance Fees.

4.6 You must make all of Your mandated Court appearances and required appointments with ICE officers.

4.7 You must immediately report to your Libre Case Manager any arrest or conviction for a crime or traffic offense.

4.8 You must immediately notify Libre of any immigration court appearances, hearings or orders.

4.9 You must immediately notify Libre if You change your address or contact information.

4.10 You must immediately notify Libre if You suffer a job loss, an illness, or any other problem that may cause You to miss a scheduled payment or make a scheduled payment later than required. Libre has several options to assist You if You are in financial distress.

4.11 If an Immigration law judge or ICE officer imposes any special reporting or other duty or restriction as a term or condition of Your bond, You agree to advise Libre of such term or condition and to adhere to such terms or conditions.

4.12 If you fail to comply with any conditions of your program participation Libre may, at its sole discretion report your non-compliance to the bonding or surety company and rescind its agreement to indemnify your immigration bond.

5. Libre's Role

5.1 Libre will assist You with finding a bonding company through our relationship with bail agents with which Libre has entered into arrangements to indemnify against losses associated with Your bond. The bonding company and the bail agents are separate entities from Libre.

5.2 Libre will pick You up from the detention center and make travel arrangements for You to meet with Your family and friends.

5.3 Libre will take you to a restaurant after You are released from detention and treat You to a meal.

Libre: _____

"You" _____
"Guarantor" _____

- 5.4 Libre will give you a cell phone with prepaid minutes. The phone provided by Libre is Yours to keep but You will be responsible for paying for additional minutes once the prepaid minutes are used up.
- 5.5 Libre may (but is not required to) give You traveling cash of up to \$20 per travel day after You are released from detention but before You arrive at Your selected destination.
- 5.6 Libre may (but is not required to) answer questions about this document.
- 5.7 Libre may provide this document to you in English or Spanish. If you need this contract in any other language please contact a Libre representative so that they can assist you in getting the contract in your desired language.
- 5.8 Libre may (but is not required to) provide transportation services to You to and from immigration court appearances within 350 miles from your residence if you are not already represented by an attorney.
- 5.9 Libre may (but is not required to) provide a referral to You for free legal services from an independent pro bono law firm, Nexus Caridades Attorneys, Inc. Nexus Caridades Attorneys is an independent law firm for which Libre provides financial support.
- 5.10 Libre may (but is not required to) reduce or waive any of the fees described in Section 2 at its discretion when it deems appropriate.
- 5.11 Libre may (but is not required to) retain an attorney on behalf of the bonding company or surety to appeal any deportation order, bond violation order, or adverse ruling by an immigration law judge, or ICE Officer, whether or not you are advised of the retention of such attorney. By signing this Agreement, You hereby authorize (but cannot require) Libre to engage an attorney on behalf of the bond company or surety to appeal any deportation order, bond violation order, or adverse ruling by an immigration law judge or ICE officers which may cause all or any part of the bond posted on Your behalf to be paid to the U.S. government.

6. Arbitration, Governing Law

- 6.1 THIS CONTRACT CONTAINS AN ARBITRATION PROVISION. Please read the provisions in this numbered paragraph carefully. IT PROVIDES THAT ANY PAST, PRESENT OR FUTURE LEGAL DISPUTE OR CLAIM OF ANY KIND, INCLUDING STATUTORY AND COMMON LAW CLAIMS AND CLAIMS FOR EQUITABLE RELIEF, THAT RELATES IN ANY WAY TO THE CONTRACT, YOUR PROGRAM PARTICIPATION, OR YOUR PAYMENTS, OR YOUR RELATIONSHIP WITH US (“CLAIM”) WILL BE RESOLVED BY BINDING ARBITRATION IF EITHER YOU OR WE ELECT TO ARBITRATE.
- 6.2 Right To Reject Arbitration: You may reject this arbitration provision, in which event neither You nor We will have the right to require arbitration. Rejection will not affect any other aspect of these terms. To reject the arbitration provision, You must send Libre a written notice within sixty (60) days after You sign this Contract. The Notice must include Your name, address, and Immigration “A” number and be mailed to Attn. President, Libre by Nexus, 113 Mill Place Parkway, Verona, Virginia 24482. This is the only method by which You can reject the arbitration provision.

Libre: _____

“You” _____
“Guarantor” _____

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- 6.3 As used in this Paragraph, “We” “Us” and “Our” shall mean (i) Libre and (ii) Nexus Services, Inc. (“Nexus”) and (iii) each of Libre and Nexus’s respective parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, attorneys, officers and directors.
- 6.4 This arbitration provision covers all Claims, except that We will not elect to arbitrate an individual claim brought by You in small claims court or its equivalent, unless that Claim is transferred, removed, or appealed to a different court.
- 6.5 This arbitration provision covers and replaces any existing arbitration provision between You and Us.
- 6.6 Notice: With respect to any arbitration, whether You or We elect to arbitrate, the other party must be notified in writing. You must send Your notice in writing to President, Libre by Nexus, 113 Mill Place Parkway, Verona, Virginia, 24482 with a copy to Mary Donne Peters, Esq., 2 Ravinia Drive, Suite 1500, Atlanta, GA 30346. We will send a written notice of arbitration to the last known address that You provided to Us. If a lawsuit has been filed, You or We may file a notice of election of arbitration in any papers or pleadings filed with the court in which the lawsuit was filed.
- 6.7 Administrator: The party who starts the arbitration proceeding must choose an administrator, which can be either the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com (800) 474-2371; or the American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org (800) 778-7879. The actual arbitrator will be selected under the administrator’s rules and must be a lawyer with at least ten (10) years’ experience.
- 6.8 Applicable Law: These terms involve interstate commerce and this arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et. seq. (the “FAA”). Virginia law shall apply to the extent that state law is relevant under Section 2 of the FAA in determining the validity of this provision. The arbitrator has to follow: (i) the substantive law, consistent with the FAA, that would apply if the matter had been brought in court, (ii) this arbitration provision, and (iii) the administrator’s rules. The arbitrator is authorized to award remedies that would apply if the individual action were in a court (including without limitation, punitive damages, which shall be governed by the constitutional standards employed by the U.S. Supreme Court.) The arbitrator has no authority to conduct an arbitration on a class action basis or to make an award to, on behalf of, or against, any person who is not a named party to the arbitration.
- 6.9 Location/Fees: The arbitration will take place in a location reasonably convenient to You. If you ask Us, We will pay all filing, administrative, hearing and/or other fees the administrator or arbitrator charges up to \$2,500. If the cost is higher, You can ask US to pay more and We will consider Your request in good faith. Under all circumstances, We will pay all amounts We are required to pay under applicable law.
- 6.10 Judgment/Appeals: Any court having jurisdiction may enter judgment upon the arbitrator’s award. The arbitrator’s decision will be final and binding except for: (i) any appeal right under the FAA, and (ii) any party may appeal decisions relating to Claims of more than \$100,000 to a three-arbitrator panel appointed by the administrator, which will reconsider all over again any aspect of the appealed award. If You appeal, We will consider in good faith a request that We pay any additional fees of the administrator or arbitrator.

Libre: _____

“You” _____
“Guarantor” _____

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6.11 IMPORTANT LIMITATIONS AND RESTRICTIONS: IF A CLAIM GOES TO ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1)HAVE A COURT OR A JURY DECIDE THE CLAIM; (2)ENGAGE IN DISCOVERY (IE, THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (3) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER; (4) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (5) JOIN OR CONSOLIDATE CLAIM(S) WITH CLAIMS OF ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF YOU OR WE WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. ONLY A COURT MAY DETERMINE THE VALIDITY AND EFFECT OF PARTS 3,4 AND 5 OF THIS PARAGRAPH (6.11). IF A COURT SHOULD HOLD SUCH PART(S) TO BE INVALID, THEN THE ENTIRE ARBITRATION PROVISION SHALL BE NULL AND VOID. HOWEVER, THIS WILL NOT LIMIT THE RIGHT TO APPEAL SUCH HOLDING. IF A COURT SHOULD HOLD ANY OTHER PART(S) OF THIS ARBITRATION PROVISION TO BE INVALID, THE REMAINING PARTS SHALL BE ENFORCEABLE. IN NO EVENT SHALL THE INVALIDATION OF ANY PART OF THIS ARBITRATION PROVISION HAVE THE EFFECT OF AUTHORIZING AN ARBITRATOR TO MAKE AN AWARD TO, ON BEHALF OF, OR AGAINST, ANY PERSON WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

6.12 This Arbitration provision will survive the termination of Libre’s Services to You and Your participation in the Program and will remain in force no matter what happens to You, including but not limited to deportation.

6.13 In case of any conflict or inconsistency, the terms of this Arbitration provision shall control over any rules and procedures of the arbitration administrator.

7. Choice of Law; Governing Law

7.1 Except as provided in the arbitration paragraph(s) in Section 6 above, this Agreement and any and all Claims that relate in any way to this Agreement, whether based in contract, tort, fraud and other intentional torts, statute, common law and/or equity, are governed by and construed in accordance with federal law, and to the extent that state law applies, the laws of the State of Virginia shall apply (without regard to internal principles of conflicts of law).

7.2 The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws.

7.3 You stipulate and agree that this Agreement was entered into between You and Us in Virginia.

8. Consent to Collect and Disclose Information; No Expectation of Privacy In Communications

8.1 By signing this Agreement, You hereby authorize and agree that Libre shall be permitted to conduct a background investigation of You, including but not limited to (1) the use of any public and

Libre: _____

“You” _____
“Guarantor” _____

nonpublic criminal background reporting services; and (2) telephone calls and/or home visits to family members, friends and others (collectively "Background Information").

- 8.2 You understand and agree that Libre may use Your Background Information in determining whether You would be a good candidate for the Libre Program. You also understand and agree that Libre may share Background Information with an actual or potential bonding company or surety that may issue your immigration bond.
- 8.3 By signing this Agreement, You hereby authorize and agree that Libre may provide a bonding or surety company with any and all information relating to Your compliance with your duties and responsibilities under this Agreement, including but not limited to all items set forth in Section 4 of this Agreement (captioned "Your Duties") as well as Your GPS tracking information.
- 8.4 Your calls with a Libre representative may be recorded.
- 8.5 Libre employs the use of cameras and recording equipment in most of its offices and many of its company cars. Any conversations you have in these venues may be recorded.
- 8.6 You authorize a Libre representative to take pictures of You, including but not limited to Your leg to which Your GPS unit is affixed for Libre's use in the ordinary course of its business operations.
- 8.7 Libre may share your GPS tracking information or Your Background Information with law enforcement or government personnel if (i) such disclosure is in response to a subpoena, search warrant, court order or other state or federal law or regulation; (ii) Libre reasonably believes that sharing such information is necessary to prevent serious injury or death to third parties; (iii) Libre reasonably believes that sharing such information is necessary to protect Your health or safety.

9. **Assignment.** Libre may sell, assign, pledge or transfer any of its rights to receive payments from You or the Co-Signer/Guarantor, without prior notice to You or the Co-Signer/Guarantor, including but not limited to our right to receive payments from You or the Co-Signer/Guarantor, without prior notice to You or the Co-Signer/Guarantor. You may not assign or transfer your rights or obligations under this Agreement without the written consent of the Chief Operating Officer of Libre.

10. **Guarantee of Payments and Fees.**

- 10.1 By signing below, the Co-Signer/Guarantor hereby guarantees and agrees to pay the Fees, Payment and Charges Assessed as set forth in Section 2 above and in the Libre Payment Worksheet attached hereto if the Program Participant is unwilling, unable or unavailable to timely pay Libre.
- 10.2 By signing below, the Co-Signer Guarantor hereby signifies his or her agreement to be bound by the terms, conditions, limitations and authorizations set forth in Sections 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 of this Agreement and payments and payment schedules set forth and reflected on the Libre Worksheet.
- 10.3 Libre shall not be required to obtain a judgment or arbitration order against the Program Participant as a condition precedent to the Co-Signer/Guarantor's duty to pay Libre.
- 10.4 If the Program Participant shall have failed or refused to pay Libre as set forth in Section 2 and the attached Libre Payment Worksheet within thirty (30) days of the date on which such payment or fee is due, Libre shall then be entitled to collect such payment from the Co-Signer/Guarantor.

Libre: _____

"You" _____
"Guarantor" _____

10.5 Co-Signer/Guarantor shall pay Libre within thirty (30) days of the date Libre provides written notice to the Co-Signer/Guarantor of the Program Participant’s failure to pay at the address Guarantor lists below. Notice is effective three days after it is placed in U.S. Mail, or one day after it is placed in an overnight package delivery service with overnight delivery specified.

10.6 If Libre or the Bond Company is required to pay a bond forfeiture on account of the Program Participant, the Co-Signor/Guarantor shall pay to Libre the total amount of the bond less any Bond Collateralization Payments previously made by or on behalf of the Program Participant.

11. Severability. If any provision in this Agreement is determined to be void or unenforceable under applicable law, all other provisions of this Agreement shall still be valid and enforceable (except as specifically set forth in the section governing arbitration.)

12. No Waiver. Libre’s failure to enforce any of Your duties and obligations under this Agreement shall not be construed as a waiver of Libre’s rights under this Agreement. No Libre employee, including a case manager, can waive Your obligation to make any Payment under this Agreement. To be valid, any waiver of Your obligation to make a Payment under this Agreement must be in a writing signed by Libre’s Director of Operations.

13. Entire Agreement. This Agreement, together with a Libre Payment Worksheet executed contemporaneously herewith, constitutes the entire agreement between You and Libre. This Agreement may not be amended except in accordance with the provisions of this Agreement.

14. Counterparts, Electronic Copies. This Agreement may be signed in counterparts and an electronic or faxed copy of a signature shall be deemed to be binding.

15. Effective Date. This Agreement shall be Effective on the date that it is signed by the Program Participant or the Co-Signer/Guarantor (whichever is earlier).

Program Participant: _____ Libre Representative’s Signature: _____

Printed Name: _____

Date: _____ Print/Title: _____

Co-Signer/Guarantor: _____

Printed Name: _____

Co-Signer/Guarantor’s Address:

Date: _____

Libre: _____

“You” _____
“Guarantor” _____

LIBRE BY NEXUS, INC. PAYMENT WORKSHEET

1. PARTICIPANT NAME: _____
2. CO-SIGNER/GUARANTOR _____
3. BOND AMOUNT _____
4. BOND COMPANY/SURETY _____
5. SET UP FEES: _____
6. MONTHLY PROGRAM PAYMENT AMOUNT: _____
7. MINIMUM NUMBER OF MONTHLY PAYMENTS
DUE: _____
8. REMAINING MONTHLY PROGRAM PAYMENTS DUE: _____
9. FIRST MONTHLY PAYMENT DUE: _____
10. MONTHLY MONITORING FEE (AFTER PROGRAM FEE PAID IN FULL OR BOND
COLLATERALIZED IN FULL): _____
11. BOND COLLATERALIZATION PAYMENTS MADE AS OF THE EFFECTIVE
DATE: _____

PARTICIPANT SIGNATURE:
SIGNATURE:

CO-SIGNER/GUARANTOR

PRINT NAME

PRINT NAME

DATE: _____

DATE: _____

Libre: _____

“You” _____
“Guarantor” _____



**CONTRATO DE SERVICIOS DE
LIBRE BY NEXUS**

Partes y definiciones

- 1.1. "Usted" significa _____ [Nombre]. Además, se lo puede conocer como "Participante del Programa".
- 1.2. "Libre" se refiere a Libre by Nexus, Inc., una compañía.
 - * Libre es una compañía privada. Nosotros ayudamos a personas que están detenidas en centros de inmigración para quienes un juez del derecho de inmigración o un oficial de *Immigration and Custom Enforcement, ICE* (Servicio de Aduanas e Inmigración) han fijado una fianza, pero las personas no pueden recolectar el dinero para pagarla por completo u ofrecer una garantía para la fianza, por medio de un programa de fianzas tradicional con un agente de fianzas.
 - * Libre no es un agente ni una compañía de fianzas.
 - * Libre no es un organismo público.
 - * Libre no es una organización benéfica o religiosa.
 - * Libre no está vinculada ni afiliada con el Servicio de Aduanas e Inmigración de los Estados Unidos (ICE).
- 1.3 "Programa" se refiere a los servicios que Libre le presta a Usted.
- 1.4 "Cofirmante"/"Garante" se refiere a la persona que aceptó la responsabilidad financiera del pago de los Aranceles y Cargos establecidos en la Sección 2 a continuación, en el caso que Usted no quisiera o no pudiera efectuar dicho pago.
- 1.5 "Contrato" o "Acuerdo" se refiere a este documento, que es un instrumento legalmente vinculante y obligatorio que Usted debe leer y repasar cabalmente antes de firmarlo.
- 1.6 "Partes". Las partes de este contrato son Usted, el Cofirmante y Libre.

2. Aranceles, pagos adeudados y cargos cobrados

- 2.1. Hay varias clases de cargos y aranceles que Usted o su Cofirmante/Garante deben pagar para su participación en el Programa de Libre: Aranceles Iniciales, Aranceles del Programa Mensuales, Gastos de Mantenimiento, Aranceles por Daños del Equipo y Aranceles por Incumplimiento con el Programa. Si Su fianza es menor a \$20,000 y si Usted escoge hacerlo, Usted *puede* (pero no está *obligado*) a hacer pagos de colaterización de Su fianza. Si el monto de Su fianza es de \$20,000 o más, entonces Libre requiere que Usted haga pagos de colaterización de una porción cierta de Su fianza.
- 2.2. Los "Aranceles Iniciales" son cargos que Libre cobra por única vez para recopilar información sobre Usted y su Cofirmante, coordinar con la compañía de fianzas, hacer arreglos para Su puesta

Libre: _____

"Usted" _____
"Garante" _____

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en libertad de la detención, pagar aranceles a terceros y coordinar y hacer arreglos de viaje para trasladarlo a usted del centro de detención para que Usted se reúna con sus familiares o amigos. Los aranceles iniciales incluyen un arancel pagado por única vez general, aranceles pagados a terceros, gastos de viaje y otros cargos que se pueden cobrar dependiendo de cada caso. Véanse los aranceles iniciales totales en la hoja de cálculo de los pagos que se adjunta. Los Gastos Iniciales se deben pagar por completo, antes de que Libre pueda asistirlo con la puesta en libertad de la detención. Aun si Usted no es puesto en libertad, Libre retendrá \$990 de sus Aranceles Iniciales para cubrir sus costos administrativos, lo que incluye, sin limitación alguna, su evaluación de riesgos.

- 2.3. Los “Aranceles del Programa” son gastos mensuales recurrentes, cobrados por Libre, que Usted debe pagar. El pago de los Aranceles del Programa Mensuales no cuenta respecto del costo total de Su fianza. Los Aranceles del Programa Mínimos variarán dependiendo del monto de Su fianza y si Usted saldó el 100% de sus Pagos de Colateralización. En el momento que Usted o su Cofirmante/Garante firmen el contrato con Libre, Libre podrá requerirle que Usted haga dos o más Pagos de Aranceles del Programa Mensuales. Las variaciones en los Aranceles del Programa Mensuales reflejan la diferencia en la cantidad de su fianza total. (Véase la información en la Sección 2.9).
- 2.4. Los “Gastos de Mantenimiento” son cargos mensuales recurrentes que Usted debe pagar después de que Usted saldó Sus Aranceles del Programa Mínimos o de que Usted efectuó el 100% de los Pagos de Colateralización de Su fianza (lo que ocurra primero), hasta que Libre reciba un formulario de cancelación de la fianza I-391.
- 2.5. Los “Pagos de Colateralización de la Fianza” son sumas de dinero que Usted paga para cancelar el monto total de Su fianza. Los Pagos de Colateralización de la Fianza *no son obligatorios* para fianzas de menos de \$20,000. Para las fianzas equivalentes o mayores a \$20,000, Libre puede requerir un pago de colateralización del 1% del monto total de la fianza en el momento de pagar los Aranceles Iniciales. Para las fianzas equivalentes y mayores a \$25,000, Libre requiere que se pague el 30% del monto total de la fianza todos los meses. Si Usted prevalece en Su audiencia de inmigración, y Libre recibe un formulario de cancelación de la fianza I.391, o si Usted solicita su deportación voluntaria, y Libre recibe un formulario de cancelación de la fianza I-391, entonces Libre le reembolsará a Usted o a cualquier otra persona escogida por Usted todos Sus Pagos de Colateralización de la Fianza, si Usted le notifica a Libre por escrito que usted quisiera que esa persona reciba los pagos de la fianza. Si Usted no notifica a Libre sobre una persona a quien se deberá enviar el reembolso, o si Libre no puede ubicarlo a Usted o a Su representante dedicando esfuerzos comerciales razonables, Libre reembolsará dichos fondos a Su Cofirmante/Garante.
- 2.6. Véase la Sección 3.7 a continuación sobre los “Aranceles por Daños del Equipo”.
- 2.7. Véase la Sección 3.6 a continuación sobre los “Aranceles por Incumplimiento del Programa”.

2.8. Aranceles del Programa Mensuales en 2017-2018:

2.8.1 Para las fianzas de hasta \$4,999, Usted acuerda pagar:

***\$250 por mes, hasta que Libre reciba 22 pagos de Aranceles del Programa Mensuales (“Aranceles del Programa Mínimos”), o Usted salde el 100% de Sus Pagos de**

Libre: _____

“Usted” _____
“Garante” _____

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Colaterización de la Fianza (lo que ocurra primero). Después de eso, Usted acuerda pagar \$50 por mes (“Gastos de Mantenimiento”) hasta que Libre reciba un formulario de cancelación de fianza I-391.

2.8.2 Para fianzas entre \$5,000 y hasta \$7,499, Usted acuerda pagar:

*\$350 por mes, hasta que Libre reciba 22 pagos de Aranceles del Programa Mensuales (“Aranceles del Programa Mínimos”), o Usted salde el 100% de Sus Pagos de Colaterización de la Fianza (lo que ocurra primero). Después de eso, Usted acuerda pagar \$50 por mes (“Gastos de Mantenimiento”) hasta que Libre reciba un formulario de cancelación de fianza I-391.

2.8.3 Para fianzas entre \$7,500 y hasta \$9,999, Usted acuerda pagar:

*\$375 por mes, hasta que Libre reciba 24 pagos de Aranceles del Programa Mensuales (“Aranceles del Programa Mínimos”), o Usted salde el 100% de Sus Pagos de Colaterización de la Fianza (lo que ocurra primero). Después de eso, Usted acuerda pagar \$50 por mes (“Gastos de Mantenimiento”) hasta que Libre reciba un formulario de cancelación de fianza I-391.

2.8.4 Para fianzas entre \$10,000 y hasta \$14,999, Usted acuerda pagar:

*\$450 por mes, hasta que Libre reciba 34 pagos de Aranceles del Programa Mensuales (“Aranceles del Programa Mínimos”), o Usted salde el 100% de Sus Pagos de Colaterización de la Fianza (lo que ocurra primero). Después de eso, Usted acuerda pagar \$50 por mes (“Gastos de Mantenimiento”) hasta que Libre reciba un formulario de cancelación de fianza I-391.

2.8.5 Para fianzas entre \$15,000 y \$19,999, Usted acuerda pagar:

*\$450 por mes, hasta que Libre reciba 40 pagos de Aranceles del Programa Mensuales (“Aranceles del Programa Mínimos”), o Usted salde el 100% de Sus Pagos de Colaterización de la Fianza (lo que ocurra primero). Después de eso, Usted acuerda pagar \$50 por mes (“Gastos de Mantenimiento”) hasta que Libre reciba un formulario de cancelación de fianza I-391.

2.8.6 Para fianzas mayores a \$20,000, Usted acuerda pagar:

*\$475 por mes, hasta que Libre reciba 60 pagos de Aranceles del Programa Mensuales (“Aranceles del Programa Mínimos”), o Usted salde el 100% de Sus Pagos de Colaterización de la Fianza (lo que ocurra primero). Después de eso, Usted acuerda pagar \$50 por mes (“Gastos de Mantenimiento”) hasta que Libre reciba un formulario de cancelación de fianza I-391.

2.8.7 A criterio exclusivo de Libre, Libre podrá (pero no estará obligada) a reducir la cantidad de meses para los cuales Usted debe efectuar los pagos de los Aranceles del

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Programa. Al determinar si se hará esa reducción o no, Libre considerará Su cumplimiento con las condiciones contractuales.

2.9 Los **“Pagos de Colaterización de la Fianza”** son pagos efectuados por Usted para cancelar el monto total de Su fianza.

2.9.1 Los Pagos de Colaterización de la Fianza son opcionales para las fianzas con un monto menor a \$20,000.

Libre utilizará los fondos recibidos de Usted o en Su nombre y representación, en primer lugar, para los Aranceles Iniciales, luego para los Aranceles del Programa Mensuales, luego para los Gastos de Monitoreo, luego para los Aranceles por Daños del Equipo, luego para los Aranceles por Incumplimiento del Programa y finalmente para los Pagos de Colaterización de la Fianza.

2.9.2 Si se cancela Su fianza y Libre recibe un formulario de cancelación de la fianza (I-391), entonces Libre le reembolsará a Usted o a alguien designado por Usted por escrito Sus Pagos de Colaterización de la Fianza.

2.9.3 Los Aranceles Iniciales, los Aranceles del Programa Mensuales, los Gastos de Mantenimiento, los Aranceles por Daños del Equipo y los Aranceles por Incumplimiento del Programa no son reembolsables.

2.9.4 Los Pagos de Colaterización de la Fianza se pueden depositar en los fondos operativos generales de Libre. Usted y el Cofirmante acuerdan que Libre no está obligada a separar pagos de colaterización.

3. Equipo de localización del Servicio de Posicionamiento Global (GPS)

3.1 Si Su fianza es igual o menor a \$4,999, Usted *no* deberá usar un equipo de localización GPS.

3.2 Si Su fianza es mayor a \$5,000, Usted deberá usar y mantener cargado un equipo de localización GPS durante todo el tiempo que Usted sea un Participante del Programa.

3.3 Libre podrá, a su criterio exclusivo, retirar su equipo de localización GPS si:

* Usted quedara embarazada pero solo durante el término del embarazo;

* Un médico (habilitado para ejercer en los Estados Unidos y miembro activo de la Asociación de Médicos) le hizo un examen físico dentro de los treinta (30) días, y dicho médico presenta un comprobante escrito a Libre (en un formulario provisto o aprobado por Libre) que indica que Usted tiene una afección o lesión médica específica que empeorará si Usted es obligado a usar la unidad de GPS. Si se recibe ese comprobante médico, Usted acuerda que Usted cumplirá con los requisitos

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para reportarse de Libre y que utilizará otros sistemas o equipos GPS que Libre pudiera utilizar, si Libre así lo solicitara;

* Usted pagará el 80% del monto total de Su fianza (por ejemplo, si Su fianza es de \$10,000.00 y Usted ha pagado \$8,000.00 para su fianza en concepto de Pagos de Colateralización de la Fianza, entonces, Usted habrá saldado el 80% respecto del monto total de Su fianza);

* Usted salda el 80% de los Aranceles del Programa Mínimos y ha cumplido de otro modo con el Programa (carga su unidad de GPS, hace pagos oportunos, se comunica con su encargado de casos del modo requerido, comparece a las audiencias judiciales programadas).

3.4 Si Usted o alguien que actúa en su nombre y representación (tal como un familiar, amigo, abogado o agente) desconectan Su equipo de localización GPS o dañan intencionalmente el equipo de alguna manera, Libre *presentará* cargos penales en Su contra o en contra del tercero. Si Usted es arrestado y un oficial de las fuerzas del orden público retira su unidad de GPS, entonces Libre *no presentará* cargos penales en Su contra.

3.5 Si su equipo de GPS no funciona y Usted no tiene la culpa, Libre lo reemplazará o reparará sin costo alguno para Usted.

3.6 “Aranceles por Incumplimiento del Programa”. Si Usted no mantiene su equipo de GPS cargado, y los representantes de Libre deben ubicarlo a Usted para asegurarse de Su cumplimiento con el Programa, entonces se le cobrará a Usted un Arancel por Incumplimiento del Programa equivalente a los costos de viaje y alojamiento del representante de Libre. Dentro de la ciudad (dentro de un radio de 75 millas de una oficina de Libre), los viajes se cobrarán a una tarifa uniforme de \$100. Si un representante de Libre debe viajar más de 75 millas desde la oficina más cercana de Libre para localizarlo, se le cobrará a Usted (y Usted acordará pagar) los costos de viaje y alojamiento reales del representante de Libre, de hasta \$1,500.00.

3.7 “Arancel por Daños del Equipo”. Si Libre debe reemplazar su unidad de GPS porque Usted lo dañó, Libre le cobrará a Usted (y Usted acordará pagar) el costo real de reemplazar dicho equipo más el costo para que un representante de Libre viaje hasta Su localidad para reemplazar el equipo, hasta una cantidad máxima de \$2,500.00.

4. Sus obligaciones como Participante del Programa

4.1 Usted debe usar y mantener cargado el equipo de GPS asignado a Usted. Usted entiende que este equipo permite que Libre y sus socios tecnológicos monitoreen Su ubicación física y, por todo el tiempo que usted sea Participante del Programa, Usted da su consentimiento para dicho monitoreo.

4.2 Usted debe mantener el equipo de GPS en buen estado.

4.3 Usted debe informar de inmediato cualquier problema o dificultad con el equipo de GPS a Libre By Nexus.

4.4 Usted debe hacer pagos completos de los Gastos de Mantenimiento o Aranceles del Programa Mensuales el primer día de cada mes. Los centros telefónicos de Libre By Nexus están disponibles para asistirlo las 24 horas del día, los 7 días de la semana.

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- 4.5 Usted debe comunicarse de inmediato con Libre By Nexus si prevé que se demorará en -o tendrá dificultades para- pagar los Gastos de Mantenimiento o Aranceles del Programa Mensuales.
- 4.6 Usted debe comparecer en todas Sus audiencias judiciales programadas y citas obligatorias con oficiales de ICE.
- 4.7 Usted debe informar de inmediato a su encargado de casos de Libre cualquier arresto o condena por un delito o una infracción de tránsito.
- 4.8 Usted debe notificar de inmediato a Libre sobre comparecencias en tribunales de inmigración, audiencias u órdenes.
- 4.9 Usted debe notificar de inmediato a Libre si Usted cambia de domicilio o su información de contacto.
- 4.10 Usted debe notificar de inmediato a Libre si Usted pierde su trabajo, sufre una enfermedad o tiene otro problema que pudiera impedirle a Usted hacer un pago programado o hacer un pago programado más tarde que lo obligatorio. Libre tiene varias opciones para ayudarlo a Usted si tiene dificultades económicas.
- 4.11 Si un juez del derecho de inmigración u oficial de ICE le ordena que se reporte de manera especial o le impone otra obligación o restricción como una condición para Su fianza, entonces Usted acuerda informarle a Libre dicha condición y cumplir con esta.
- 4.12 Si Usted no cumple con las condiciones de su participación en el programa, Libre podrá, a su criterio exclusivo, reportar su incumplimiento a la compañía de fianzas o caución y rescindir su contrato para indemnizar su fianza de inmigración.

5. La función de Libre

- 5.1 Libre lo ayudará a Usted para que encuentre una compañía de fianzas a través de nuestra relación con agentes de fianzas, con los cuales Libre ha hecho arreglos para una indemnización contra cualesquier pérdidas relacionadas con Su fianza. La compañía de finanzas y el agente son entidades separadas de Libre.
- 5.2 Libre lo recogerá a Usted en el centro de detención y hará arreglos de viaje para que Usted se encuentre con Su familia y amigos.
- 5.3 Libre lo llevará a Usted a un restaurante después de ser puesto en libertad y lo invitará a comer.
- 5.4 Libre le dará a Usted un teléfono celular con minutos prepagos. Usted podrá conservar el teléfono que Libre le entregue, pero Usted será responsable de pagar minutos adicionales después de haber usado todos los minutos prepagos.
- 5.5 Libre podrá (pero no estará obligada a) darle a Usted un estipendio de viaje en efectivo de hasta \$20 por día de viaje después de que usted sea puesto en libertad, pero antes de que Usted llegue a Su lugar de destino seleccionado.
- 5.6 Libre podrá (pero no estará obligada a) responder preguntas sobre este documento.
- 5.7 Libre podrá proveerle este documento en inglés o español. Si necesita este documento en cualquier otro idioma, comuníquese con un representante de Libre para que pueda obtener el documento en el idioma que desee.

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- 5.8 Libre podrá (pero no estará obligada a) proveerle a Usted servicios de transporte hacia/desde tribunales de inmigración para comparecencias judiciales, dentro de las 350 millas de su residencia, si usted no está representado todavía por un abogado.
- 5.9 Libre podrá (pero no estará obligada a) hacer una recomendación por usted para servicios jurídicos gratuitos de un bufete de abogados independiente, Nexus Caridades Attorneys, Inc. Nexus Caridades Attorneys es un bufete de abogados independiente al cual Libre provee asistencia financiera.
- 5.10 Libre podrá (pero no estará obligada a) reducir o dispensar cualquiera de los aranceles descritos en la Sección 2, a su criterio, cuando lo considere apropiado.
- 5.11 Libre podrá (pero no estará obligada a) contratar a un abogado en nombre y representación de la compañía de fianzas o aval para apelar cualquier orden de deportación, orden por violación de la fianza o dictamen adverso de un juez del derecho de inmigración u oficial de ICE, ya sea que se le informe a Usted o no la contratación de dicho abogado. Al firmar este contrato, Usted por el presente autoriza (pero no puede requerir) a que Libre contrate a un abogado en nombre y representación de la compañía de seguros o aval para que apele cualquier orden de deportación, orden por violación de la fianza o dictamen adverso de un juez del derecho de inmigración u oficial de ICE que pudiera causar que toda o parte de la fianza pagada en Su nombre y representación sea abonada al gobierno de los Estados Unidos.

6. Arbitraje, legislación vigente

- 6.1 ESTE CONTRATO CONTIENE UNA CLÁUSULA DE ARBITRAJE. Lea atentamente las disposiciones en este párrafo numerado. SE ESTABLECE QUE CUALQUIER CONFLICTO O RECLAMO LEGAL PASADO, PRESENTE O FUTURO, CUALQUIERA SEA SU NATURALEZA, INCLUIDOS RECLAMOS DEL DERECHO CONSUECUDINARIO Y REGLAMENTARIOS Y RECLAMOS PARA UN DESAGRAVIO EQUITATIVO, RELACIONADOS DE ALGUNA MANERA CON ESTE CONTRATO, SU PARTICIPACIÓN EN EL PROGRAMA O SUS PAGOS, O SU RELACIÓN CON NOSOTROS (“RECLAMO”), SERÁN RESUELTOS MEDIANTE UN ARBITRAJE VINCULANTE SI USTED O NOSOTROS ESCOGEMOS EL ARBITRAJE.
- 6.2 Derecho a rechazar un arbitraje: usted puede rechazar esta cláusula de arbitraje, en cuyo caso ni Usted ni nosotros tendremos derecho a solicitar un arbitraje. El rechazo de esta cláusula no comprometerá otros aspectos de estos términos. Para rechazar la cláusula de arbitraje, Usted debe cursar una notificación escrita a Libre dentro de los sesenta (60) días después de haber firmado este Contrato. La Notificación debe incluir Su nombre, domicilio y número de legajo “A” de inmigración, y se la debe enviar por correo a la atención del Presidente de Libre by Nexus: Attn. President Libre by Nexus, 113 Mill Place Parkway, Verona, Virginia 24482. Este es el único método por el cual usted puede rechazar la cláusula de arbitraje.
- 6.3 Los términos, “Nosotros”, “A Nosotros” y “Nuestro”, del modo utilizado en este párrafo, se referirán a: (i) Libre y (ii) Nexus Services, Inc. (“Nexus”) y (iii) cada una de las compañías matrices, subsidiarias, filiales, predecesores, sucesores, causahabientes, empleados, abogados, funcionarios y directores respectivos de Libre y Nexus.

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- 6.4** Esta cláusula de arbitraje abarca todos los Reclamos, excepto que Nosotros no escogeremos el arbitraje de un reclamo individual, presentado por Usted, en un tribunal para demandas de menor cuantía o su equivalente, a menos que el Reclamo sea transferido, eliminado o apelado ante un tribunal distinto.
- 6.5** Esta cláusula de arbitraje abarca y reemplaza cualquier cláusula de arbitraje existente entre Usted y Nosotros.
- 6.6** Aviso: con respecto a cualquier arbitraje, ya sea que Usted o Nosotros escojamos un arbitraje, se debe notificar a la otra parte por escrito. Usted debe enviar Su notificación por escrito a la atención del Presidente: President, Libre by Nexus, 113 Mill Place Parkway, Verona, Virginia, 24482, con copia a Mary Donne Peters, Esq., 2 Ravinia Drive, Suite 1500, Atlanta, GA 30346. Nosotros enviaremos una notificación escrita del arbitraje al último domicilio conocido que Usted nos haya informado a Nosotros. Si se inició una demanda judicial, Usted o Nosotros podremos presentar una notificación sobre nuestra elección del arbitraje en los documentos o alegatos presentados ante el tribunal donde se instituyó la demanda.
- 6.7** Administrador: la parte que inicia el proceso de arbitraje debe escoger a un administrador, el cual puede ser National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com (800) 474-2371, o American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879. El árbitro real se seleccionará de acuerdo con las reglas del administrador y deberá ser un abogado con una experiencia de por lo menos 10 años.
- 6.8** Legislación vigente: estos términos se relacionan con el comercio interestatal, y esta cláusula de arbitraje está regida por la Ley de Arbitraje Federal (*Federal Arbitration Act, FAA*), Título 9 del Código Federal, Artículos 1 y subsiguientes. Las leyes de Virginia se aplicarán en la medida que las leyes estatales sean pertinentes, conforme al Artículo 2 de la Ley FAA, al determinar la validez de esta cláusula. El árbitro debe observar: (i) el derecho sustantivo, compatible con la Ley FAA, que se aplicaría si la causa hubiera sido instituida en un tribunal, (ii) esta cláusula de arbitraje y (iii) las reglas del administrador. El árbitro está autorizado a adjudicar recursos que se aplicarían si la acción individual se hubiera instituido en un tribunal (lo que incluye, sin limitación alguna, daños punitivos, que serán regidos por las normas constitucionales empleadas por la Corte Suprema de los Estados Unidos). El árbitro carece de autoridad para realizar un arbitraje sobre la base de una acción colectiva o para adjudicar en nombre y representación de una persona que no sea una de las partes del arbitraje o en contra de ella.
- 6.9** Lugar/Honorarios: el arbitraje tendrá lugar en una localidad que le resulte conveniente razonablemente a Usted. Si nos solicita a Nosotros, Nosotros pagaremos todos los cargos de presentación, administrativos, de la audiencia u otros que el administrador o árbitro cobren, hasta \$2,500. Usted nos puede solicitar que Nosotros paguemos más, y Nosotros consideraremos Su pedido de buena fe. En todas las circunstancias, Nosotros pagaremos todos los montos que Nosotros debamos pagar de acuerdo con las leyes vigentes.
- 6.10** Laudo/Apelaciones: cualquier tribunal competente puede dictar una sentencia respecto del laudo del árbitro. El laudo del árbitro será definitivo y vinculante y obligatorio, excepto por: (i) cualquier derecho de apelación conferido por la Ley FAA y (ii) cualquiera de las partes puede apelar laudos relacionados con Reclamos que excedan \$100,000 a un panel de tres árbitros, designado por el administrador, el cual reconsiderará una vez más todos los aspectos del laudo apelado. Si Usted

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apela, Nosotros consideraremos de buena fe el pedido que Nosotros paguemos los aranceles adicionales del administrador o árbitro.

6.11 LIMITACIONES Y RESTRICCIONES IMPORTANTES: SI UN RECLAMO SE ELEVA A ARBITRAJE, NI USTED NI NOSOTROS TENDREMOS DERECHO A: (1) QUE UN JUEZ O UN JURADO RESUELVAN EL RECLAMO; (2) HACER UN INTERCAMBIO DE PRUEBAS (EL DERECHO A OBTENER INFORMACIÓN DE LA OTRA PARTE) EN LA MISMA MEDIDA QUE USTED O NOSOTROS PODRÍAMOS HACERLO EN UN TRIBUNAL; (3) PARTICIPAR EN UNA ACCIÓN COLECTIVA EN UN TRIBUNAL O UN ARBITRAJE, YA SEA COMO REPRESENTANTE DE UNA ACCIÓN COLECTIVA O MIEMBRO DE UNA ACCIÓN COLECTIVA; (4) ACTUAR COMO UN ABOGADO GENERAL PRIVADO EN UN TRIBUNAL O UN ARBITRAJE; O (5) COMBINAR O CONSOLIDAR RECLAMOS CON RECLAMOS DE OTRA PERSONA. EL DERECHO DE APELACIÓN ES MÁS LIMITADO EN UN ARBITRAJE QUE EN UN TRIBUNAL. ES POSIBLE QUE LOS OTROS DERECHOS QUE USTED O NOSOTROS PODRÍAMOS TENER SI INICIÁRAMOS UNA ACCIÓN JUDICIAL NO ESTÉN DISPONIBLES EN UN ARBITRAJE. SOLO UN TRIBUNAL PUEDE DETERMINAR LA VALIDEZ Y LOS EFECTOS DE LAS PARTES 3, 4 Y 5 DE ESTE PÁRRAFO (6.11). SI UN TRIBUNAL DETERMINARA QUE DICHAS PARTES SON NULAS, ENTONCES, TODA LA CLÁUSULA DE ARBITRAJE SERÁ NULA E INVÁLIDA. SIN EMBARGO, ESTO NO LIMITARÁ EL DERECHO DE APELAR ESE DICTAMEN. SI UN TRIBUNAL DETERMINARA QUE OTRA PARTE O PARTES DE ESTA CLÁUSULA DE ARBITRAJE SON NULAS, ENTONCES, SE PODRÁ EXIGIR EL CUMPLIMIENTO DE LAS OTRAS PARTES. LA ANULACIÓN DE CUALQUIER PARTE DE ESTA CLÁUSULA DE ARBITRAJE NO CAUSARÁ EL EFECTO, DE NINGÚN MODO, DE AUTORIZAR A QUE UN ÁRBITRO HAGA UN LAUDO PARA UNA PERSONA QUE NO SEA UNA DE LAS PARTES MENCIONADAS DEL ARBITRAJE, O EN CONTRA DE ELLA, O EN SU NOMBRE Y REPRESENTACIÓN.

6.12 La cláusula de arbitraje continuará tras la terminación de los servicios prestados por Libre a Usted y Su participación en el programa y permanecerá en vigencia, más allá de lo que le pueda ocurrir a Usted, lo que incluye, sin limitación alguna, su deportación.

6.13 En el caso de un conflicto o falta de uniformidad, los términos de esta cláusula de arbitraje prevalecerán sobre las reglas y procedimientos del administrador del arbitraje.

7. Legislación escogida, legislación vigente

7.1 Salvo por las disposiciones en el párrafo del arbitraje en la Sección 6 precedente, este Contrato y todos y cada uno de los Reclamos relacionados con este Contrato de alguna manera, ya sean contractuales, de responsabilidad civil extracontractual, por fraude y otra responsabilidad civil incumplida en forma intencional, legales, del derecho consuetudinario o del derecho de equidad, son regidos e interpretados de acuerdo con las leyes federales y, en la medida que se apliquen las leyes estatales, se aplicarán las leyes del estado de Virginia (sin considerar los principios internos de conflictos de leyes).

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- 7.2 La legalidad, el cumplimiento exigible y la interpretación de este Contrato y los montos de contratación, cobrados y recibidos conforme a este Contrato serán regidos por dichas leyes.
- 7.3 Usted conviene y acuerda que este Contrato se celebró entre Usted y Nosotros en Virginia.

8. Consentimiento para recopilar y disseminar información: no hay ninguna expectativa de privacidad en las comunicaciones

- 8.1 Al firmar este Contrato, Usted por el presente autoriza y acuerda que Libre podrá realizar una averiguación de antecedentes personales de Usted, lo que incluye, sin limitación alguna, (1) el uso de servicios de averiguación de antecedentes penales públicos y no públicos; y (2) llamadas telefónicas o visitas al hogar de familiares, amigos y otras personas (en su conjunto, “Antecedentes Personales”).
- 8.2 Usted comprende y acuerda que Libre puede usar su información de Antecedentes Personales para determinar si Usted sería un buen candidato para el Programa Libre. Además, Usted comprende y acuerda que Libre puede compartir la información de sus Antecedentes Personales con una compañía de fianzas o caución real o potencial que pudiera otorgar su fianza de inmigración.
- 8.3 Al firmar este Contrato, Usted por el presente autoriza y acuerda que Libre puede proveer a una compañía de fianzas o caución toda información sobre Su cumplimiento con sus obligaciones y responsabilidades conforme a este Contrato, lo que incluye, sin limitación alguna, todos los aspectos establecidos en la Sección 4 de este Contrato (“Sus Obligaciones”), así como su información de localización de GPS.
- 8.4 Se pueden grabar sus llamadas con un representante de Libre.
- 8.5 Libre utiliza cámaras y equipos de grabación en la mayoría de sus oficinas y en muchos de sus autos corporativos. Se podrán grabar las conversaciones mantenidas por Usted en estos lugares.
- 8.6 Usted autoriza a que un representante de Libre le saque fotografías a Usted, lo que incluye, sin limitación alguna, fotos de Su pierna en la cual está conectada su unidad de GPS, para que Libre las utilice en el curso normal de las operaciones comerciales.
- 8.7 Libre puede compartir su información de GPS o sus Antecedentes Personales con personal gubernamental o las fuerzas del orden público, si: (i) dicha divulgación es en respuesta a un emplazamiento o citación, orden de allanamiento, orden judicial u otra ley o regulación federal o estatal; (ii) Libre cree razonablemente que es necesario compartir la información para impedir lesiones graves o el fallecimiento de terceros; (iii) Libre cree razonablemente que es necesario compartir esa información para proteger Su salud o seguridad.

9. Cesión. Libre podrá vender, ceder, prometer o transferir cualquiera de sus derechos a recibir pagos de Usted o del Cofirmante/garante, sin cursarle una notificación previa a Usted o el Cofirmante/garante, lo que incluye, sin limitación alguna, nuestro derecho a recibir pagos de Usted o del Cofirmante/Garante, sin cursarle una notificación previa a Usted o el Cofirmante. Usted no podrá ceder ni transferir sus derechos u obligaciones conforme a este Contrato, sin el consentimiento escrito del Director de Operaciones de Libre.

10. Garantía de los pagos y aranceles

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- 10.1** Al firmar a continuación, el Cofirmante/Garante por el presente garantiza y acuerda saldar los Aranceles, Pagos y Cargados Cobrados, como se establece en la Sección 2 precedente y en la Planilla de Cálculo de los Pagos de Libre que se adjunta, si el Participante del Programa no desea o no puede o no está disponible para pagar oportunamente a Libre.
- 10.2** Al firmar a continuación, el Cofirmante/Garante por el presente manifiesta su consentimiento para estar obligado por los términos, condiciones, limitaciones y autorizaciones, establecidos en las Secciones 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 de este Contrato, así como los pagos y calendarios de pagos establecidos y reflejados en la Planilla de Cálculo de Libre.
- 10.3** Libre no estará obligada a obtener un laudo de arbitraje o una sentencia judicial en contra del Participante del Programa, como condición suspensiva de la obligación de pago del Cofirmante/Garante a Libre.
- 10.4** Si el Participante del Programa no paga o se niega a pagar a Libre, como se establece en la Sección 2 y la Planilla de Cálculo de los Pagos de Libre que se adjunta, dentro de los treinta (30) días de la fecha de vencimiento del pago o arancel, entonces Libre tendrá derecho a cobrar dicho pago al Cofirmante/Garante.
- 10.5** El Cofirmante/Garante pagará a Libre dentro de los treinta (30) días de la fecha en que Libre envíe una notificación escrita al Cofirmante/Garante del incumplimiento de pago por parte del Participante del Programa, al domicilio que el Garante indique a continuación. La notificación será efectiva tres días después de haber sido enviada por el Correo de los Estados Unidos, o un día después de haber sido enviada por servicio de entrega al día siguiente, con una entrega especificada al día siguiente.
- 10.6** Si Libre o la compañía de fianzas deben pagar la confiscación de la fianza por cuenta del Participante del Programa, el Cofirmante/Garante abonará a Libre la cantidad total de la fianza menos los Pagos de Colateralización de la Fianza hechos previamente, en nombre y representación del Participante del Programa.
- 11. Independencia de las cláusulas.** Si se determina que una de las cláusulas de este Contrato es nula o que no se puede exigir su cumplimiento conforme a las leyes vigentes, todas las otras disposiciones de este Contrato todavía serán válidas, y su cumplimiento será exigible (salvo por las disposiciones específicas en la sección sobre Arbitraje).
- 12. No se interpretará como dispensa.** El hecho que Libre no exija el cumplimiento de cualquiera de Sus obligaciones y responsabilidades conforme a este Contrato no se interpretará como una dispensa de los derechos de Libre de acuerdo con este Contrato. Ningún empleado, incluido un encargado de casos, de Libre podrá dispensar Su obligación de efectuar pagos conforme a este Contrato. Para que cualquier dispensa de Su obligación de efectuar un pago conforme a este Contrato sea válida, dicha dispensa debe ser otorgada por escrito y firmada por el Director de Operaciones de Libre.

Libre: _____

“Usted” _____
“Garante” _____

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- 13. **Totalidad del Acuerdo.** Este Contrato, junto con una Planilla de Cálculo de los Pagos de Libre, firmada al mismo tiempo que el contrato, constituye la totalidad del acuerdo entre Usted y Libre. No se podrá enmendar este Contrato, excepto de acuerdo con las disposiciones contractuales.
- 14. **Ejemplares, copias electrónicas.** Este Contrato se podrá firmar en ejemplares, y una copia electrónica o enviada por fax de una firma se considerará vinculante y obligatoria.
- 15. **Fecha efectiva.** Este Contrato entrará en vigor en la fecha en que sea firmado por el Participante del Programa o el Cofirmante/Garante (lo que ocurra primero).

Participante del Programa: _____

Firma del Representante de Libre: _____

Nombre en letras de imprenta: _____

Fecha: _____

Nombre en letras de imprenta/Cargo: _____

Cofirmante/Garante: _____

Nombre en letras de imprenta: _____

Dirección del Cofirmante/Garante:

Fecha: _____

Libre: _____

“Usted” _____
“Garante” _____

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PLANILLA DE CÁLCULO DE PAGOS DE LIBRE BY NEXUS, INC.

1. NOMBRE DEL PARTICIPANTE: _____
2. COFIRMANTE/GARANTE: _____
3. MONTO DE LA FIANZA : _____
4. COMPAÑÍA DE SEGUROS/CAUCIÓN: _____
5. ARANCELES INICIALES: _____
6. MONTO DEL PAGO DEL PROGRAMA MENSUAL: _____
7. CANTIDAD MÍNIMA DE PAGOS MENSUALES ADEUDADOS: _____
8. PAGOS DEL PROGRAMA MENSUALES PAGADOS A LA FIRMA: _____
9. PRIMER PAGO MENSUAL ADEUDADO: _____
10. GASTO DE MONITOREO MENSUAL (DESPUÉS DE PAGADO EL ARANCEL DEL PROGRAMA POR COMPLETO O LA COLATERIZACIÓN DE LA FIANZA POR COMPLETO): _____
11. PAGOS DE COLATERIZACIÓN DE LA FIANZA HECHOS DESDE LA FECHA EFECTIVA: _____

FIRMA DEL PARTICIPANTE:

FIRMA DEL COFIRMANTE/GARANTE:

NOMBRE EN LETRAS DE IMPRENTA

NOMBRE EN LETRAS DE IMPRENTA

FECHA: _____

FECHA: _____

Libre: _____

“Usted” _____
“Garante” _____

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Exhibit B

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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JUAN QUINTANILLA VASQUEZ, GABRIELA
PERDOMO ORTIZ, and VICTOR HUGO
CATALAN MOLINA, and KEVIN CALDERON,
individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

LIBRE BY NEXUS, INC. and JOHN DOES 1-50,

Defendants.

CASE NO. 4:17-cv-00755-CW

CLASS ACTION

**[PROPOSED] PRELIMINARY
APPROVAL AND PROVISIONAL CLASS
CERTIFICATION ORDER**

1 On June 21, 2020, this Court heard the motion by plaintiffs Juan Quintanilla Vasquez, Gabriela
2 Perdomo Ortiz, Victor Hugo Catalan Molina, and Kevin Calderon (“Plaintiffs”) for preliminary
3 approval of class settlement and provisional class certification. Defendant Libre by Nexus, Inc. (“LBN”)
4 did not oppose the motion. This Court reviewed the motion, including the Settlement Agreement and
5 Release (“Agreement” or “Settlement”). Based on this review and the findings below, the Court finds
6 good cause to GRANT the motion.

7 **FINDINGS:**

8 A. Unless otherwise specified, defined terms in this Preliminary Approval and Provisional
9 Class Certification Order have the same definition as the terms in the Agreement.

10 B. The Agreement resulted from extensive arm’s-length negotiations with participation of
11 an experienced mediator.

12 C. For settlement purposes only, the Classes are so numerous that joinder of all Class
13 Members is impracticable, Plaintiffs’ claims are typical of the Classes’ claims, there are questions of law
14 and fact common to the Classes, which predominate over any questions affecting only individual Class
15 Members, and class certification is superior to other available methods for the fair and efficient
16 adjudication of the controversy.

17 D. The Court finds that (a) the detailed Class Notice, Text Message Notice, Postcard
18 Notice, and Publication Notice constitute the best notice practicable under the circumstances, (b) they
19 constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the
20 requirements of Fed. R. Civ. P. 23, the California and United States Constitutions, and other applicable
21 law.

22 E. The Agreement falls within the range of possible approval as fair, reasonable and
23 adequate.

24 **IT IS ORDERED THAT:**

25 1. **Settlement Approval.** The Agreement, including the Class Notice, Text Message
26 Notice, Postcard Notice, and Publication Notice, is preliminarily approved.

27 2. **Provisional Certification.** The following Classes are provisionally certified for
28 settlement purposes only:

1 a. “Settlement Class” shall be defined as all current or former LBN “program participants”
2 and “sponsors” who paid, or caused to be paid on their behalf, a fee to LBN. Excluded
3 from the Class are: (a) individuals for whom LBN or any surety or bond company has
4 paid a treasury invoice or the bond or for whom a demand for payment for breach of a
5 bond has been made by the U.S. Government which remains outstanding or open; (b)
6 any judge or magistrate presiding over this action and members of their families; (c)
7 Defendant and its current or former employees; and (d) all persons who properly
8 execute and file a timely request for exclusion. The Settlement Class is comprised of
9 three Subclasses:

10 i. “The Current Program Participant Subclass” shall be defined as all current LBN
11 “program participants” and “sponsors” who paid, or caused to be paid, or
12 caused to be paid on their behalf, a fee to LBN.

13 ii. “The Former and Current Program Participant Payments Subclass” shall be
14 defined as all former LBN “program participants” who paid, or caused to be paid
15 on their behalf, a “Program Payment” to LBN and all current LBN “program
16 participants” who, within six months of the “Final Settlement Approval Date”
17 have been issued a Form I-391.

18 iii. “The Sponsor Payments Subclass” shall be defined as all sponsors of members
19 of the Former and Current Program Participants Payments Subclass who paid a
20 fee to LBN, including any initial payment or set up fee.

21 3. **Appointment of Class Representatives and Class Counsel.** Plaintiffs Juan
22 Quintanilla Vasquez, Gabriela Perdomo Ortiz, Victor Hugo Catalan Molina, and Kevin Calderon are
23 conditionally certified as the Class Representatives to implement the Parties’ Settlement in accordance
24 with the Agreement. Tycko & Zavareei LLP, Migliaccio & Rathod LLP, and Centro Legal De La Raza
25 are conditionally appointed as Class Counsel for settlement purposes. Plaintiffs and Class Counsel must
26 fairly and adequately protect the Classes’ interests.

27 4. **Appointment of Settlement Administrator.** JND Legal Administration is hereby
28 appointed as the Settlement Administrator for this case.

1 5. **Provision of Class Notice.** The Settlement Administrator will notify Class Members of
2 the Settlement in the manner specified in the Agreement.

3 6. **Objection to Settlement.** Class Members who have not submitted a timely written
4 exclusion request pursuant to the Agreement and who want to object to the Agreement, the Fee
5 Application and/or the Incentive Award Application may sign and submit a written objection to the
6 Settlement Administrator via first class mail or online at the Settlement Website. Written objections
7 must: (i) be postmarked on or before the Response Deadline; (ii) include the objecting Settlement Class
8 Member's name, address, and telephone number; (iii) be personally signed and dated by the objecting
9 Settlement Class Member; and (iv) state each objection and the specific legal and factual bases for each.
10 Although not required, objectors are encouraged to provide the Participant's Alien Registration Number
11 ("A-number"), if available, and a copy of any document that they believe supports their objection. LBN
12 shall have the right, but not the obligation, to verify whether any objector is a Settlement Class Member.
13 However, even if the objector does not provide information requested by LBN, but they are a
14 Settlement Class Member, they can proceed.

15 7. Any Settlement Class Member who does not provide a timely written objection or who
16 does not make a record of his or her objection at the Final Approval Hearing shall be deemed to have
17 waived any objection and shall forever be foreclosed from making any objection to the fairness,
18 reasonableness, or adequacy of the proposed settlement, Fee Application, Fee and Expense Award,
19 Incentive Award Application, or Incentive Award. The Class Representatives, Class Counsel, and/or
20 LBN may file responses to any timely written objections no later than seven (7) days prior to the Final
21 Approval Hearing.

22 8. **Requesting Exclusion.** Settlement Class Members shall have the right to opt out of
23 the Class and the settlement. In the event a Settlement Class Member wishes to be excluded from the
24 settlement and not to be bound by this Settlement Agreement, that person must, prior to the Response
25 Deadline, submit in paper via first class mail or online at the Settlement Website a notice of intention to
26 opt-out of the settlement to the Settlement Administrator. The request for exclusion, must: be
27 postmarked or submitted online before the Response deadline; include the Settlement Class Member's
28 name, address, and telephone number; be signed and dated by the Settlement Class Member; and

1 contain a clear request that the individual would like to “opt-out” or be excluded, by use of those words
2 or other words clearly indicating a desire not to participate in the settlement. Any Settlement Class
3 Member who timely and properly requests exclusion in compliance with these requirements will not be
4 entitled to any benefit under the settlement, and will not be bound by this Settlement Agreement or the
5 Final Approval Order and Judgment

6 9. **Termination.** If the Agreement terminates for any reason, the following will occur: (a)
7 Class certification will be automatically vacated; (b) Plaintiffs will stop functioning as the Class
8 Representatives and Class Counsel will stop functioning as class counsel; and (c) this Action will revert
9 to its previous status in all respects as it existed immediately before the Parties executed the Agreement.
10 This Order will not waive or otherwise impact the Parties’ rights or arguments.

11 10. **No Admissions.** Nothing in this Order is, or may be construed as, an admission or
12 concession on any point of fact or law by or against any Party.

13 11. **Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines, are
14 stayed and suspended until further notice from the Court, except for such actions as are necessary to
15 implement the Agreement and this Order.

16 12. **Injunction Against Asserting Released Claims Pending Settlement Approval.**
17 Pending final determination of whether the settlement should be approved, Class Representatives, all
18 Settlement Class Members, and any person or entity allegedly acting on behalf of Settlement Class
19 Members, either directly, representatively or in any other capacity, are preliminarily enjoined from
20 commencing or prosecuting against the LBN Releasees any action or proceeding in any court or tribunal
21 asserting any of the Released LBN Claims, provided, however, that this injunction shall not apply to
22 individual claims of any Settlement Class Members who timely exclude themselves in a manner that
23 complies with this Order. This injunction is necessary to protect and effectuate the settlement, this
24 Order, and the Court’s flexibility and authority to effectuate this settlement and to enter judgment when
25 appropriate, and is ordered in aid of the Court’s jurisdiction and to protect its judgments pursuant to 28
26 U.S.C. § 1651(a).

27 13. **Fees and Cost Application.** Class Counsel shall file their Fee, Expense, and Incentive
28 Payment Application, together with all supporting documentation, on or before twenty-one (21) days

1 prior to the Response Deadline, sufficiently in advance of the expiration of the objection period that any
2 Settlement Class Member will have sufficient information to decide whether to object and, if applicable,
3 to make an informed objection..

4 14. **Discretion of Counsel.** Counsel are hereby authorized to take all reasonable steps in
5 connection with approval and administration of the Settlement not materially inconsistent with this
6 Order or the Agreement, including, without further approval of the Court, making minor changes to the
7 content of the Class Notice that they jointly deem reasonable or necessary.

8 15. **Final Approval Hearing.** On December 9, 2020, at 2:30 p.m., this Court will hold a
9 Final Approval Hearing to determine whether the Agreement should be finally approved as fair,
10 reasonable, and adequate. This Court may order the Final Approval Hearing to be postponed,
11 adjourned, or continued. If that occurs, the Parties will not be required to provide additional notice to
12 Settlement Class Members.

13
14 **IT IS SO ORDERED.**

15
16 DATED: _____

Hon. Claudia Wilken
UNITED STATES DISTRICT JUDGE

Exhibit C

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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JUAN QUINTANILLA VASQUEZ, GABRIELA
PERDOMO ORTIZ, and VICTOR HUGO
CATALAN MOLINA, and KEVIN CALDERON,
individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

LIBRE BY NEXUS, INC. and JOHN DOES 1-50,
Defendants.

Case No. 4:17-cv-00755-CW

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

1 On December 9, 2020, this Court heard the unopposed motion for final approval of class action
2 settlement (“Motion”) brought by Plaintiffs Juan Quintanilla Vasquez, Gabriela Perdomo Ortiz, Victor
3 Hugo Catalan Molina, and Kevin Calderon (“Plaintiffs”). The Court reviewed (1) the motion and the
4 supporting papers, including the Settlement Agreement and Release (“Agreement” or “Settlement”); (2)
5 any objections filed with or presented to the Court; (3) Plaintiffs’ and Defendant Libre by Nexus, Inc.’s
6 (“LBN”) (collectively, “the Parties”) responses to any objections; and (4) counsel’s arguments. Based on
7 this review and the findings below, the Court finds good cause to GRANT the Motion.

8 **FINDINGS:**

9 1. Unless otherwise specified, defined terms in the Agreement have the same definition as
10 used in this Final Approval Order and Judgment.

11 2. This Court has jurisdiction over the subject matter of the Agreement with respect to and
12 over all parties to the Agreement, including Plaintiffs and all Settlement Class Members.

13 3. Venue is proper in this judicial district.

14 4. The Court finds the Settlement was entered into in good faith, that it is fair, reasonable,
15 and adequate, and that it satisfies the standards and applicable requirements for final approval of this
16 class action settlement under Federal Rules of Civil Procedures 23(a) and 23(b)(3).

17 5. The Parties adequately performed their obligations to date under the Agreement.

18 6. Defendant LBN and the Settlement Administrator provided notice to the Class
19 Members in compliance with the Agreement, Rule 23, the California and United States Constitutions,
20 and other applicable law. The notice: (a) fully and accurately informed Class Members about the lawsuit
21 and Settlement; (b) provided sufficient information so that the Class Members were able to decide
22 whether to accept the benefits offered, opt out and pursue their own remedies, or object to the
23 proposed Settlement; (c) provided procedures for Class Members to file written objections to the
24 proposed Settlement, appear at the final Fairness Hearing, and state objections to the proposed
25 Settlement; and (d) provided the time, date, and place of the final Fairness Hearing. The Court has
26 afforded a full opportunity to all Settlement Class Members to be heard. Accordingly, the Court
27 determines that all Settlement Class Members, except those who timely excluded themselves from the
28 Settlement Class, are bound by this Final Approval Order and Judgment.

1 7. Within ten (10) days after the filing of the proposed Agreement in this Court, LBN
2 served a notice of the proposed settlement upon the appropriate state official of each State in which a
3 Class member resides and upon the Attorney General of the United States. The Court finds that the
4 notice provided by LBN satisfied the requirements of 28 U.S.C. § 1715(b) and that more than ninety
5 (90) days have elapsed since LBN provided the required notice, as required by 28 U.S.C. § 1715(d).

6 8. An award of \$ _____ in attorneys' fees and costs to Class Counsel is fair and
7 reasonable in light of the nature of this case, Class Counsel's experience and efforts in prosecuting this
8 Action, and the benefits obtained for the Class.

9 9. An incentive award to Plaintiffs in the amount of \$ _____ (each) is fair
10 and reasonable in light of Plaintiffs' risks (including financial, professional, and emotional) in
11 commencing this Action as the Class Representatives, the time and effort spent by Plaintiffs in litigating
12 this Action as the Class Representatives, Plaintiffs' full release and waiver of all known and unknown
13 claims, and Plaintiffs' public interest and service.

14 **IT IS HEREBY ORDERED THAT:**

15 1. **Class Members:** For Settlement purposes only, the Court makes final its preliminary
16 certification of the following Settlement Class:

17 **Settlement Class:** All current or former LBN "program participants" and "sponsors"
18 who paid, or caused to be paid on their behalf, a fee to LBN. Excluded from the Class
19 are: (a) individuals for whom LBN or any surety or bond company has paid a treasury
20 invoice or the bond or for whom a demand for payment for breach of a bond has been
21 made by the U.S. Government which remains outstanding or open; (b) any judge or
22 magistrate presiding over this action and members of their families; (c) Defendant and its
23 current or former employees; and (d) all persons who properly execute and file a timely
24 request for exclusion.

25 The Class is also comprised of three Subclasses, defined as follows:

26 **Current Program Participant Subclass:** All current LBN "program participants" and
27 "sponsors" who paid, or caused to be paid, or caused to be paid on their behalf, a fee to
28 LBN.

Former and Current Program Participant Payments Subclass: All former LBN
"program participants" who paid, or caused to be paid on their behalf, a "Program
Payment" to LBN and all current LBN "program participants" who, within six months
of the "Final Settlement Approval Date" have been issued a Form I-391.

Sponsor Payments Subclass: All sponsors of members of the Former and Current
Program Participants Payments Subclass who paid a fee to LBN, including any initial
payment or set up fee.

1 2. **Binding Effect of Order:** This Order applies to all claims or causes of action settled
2 under the Settlement Agreement, and binds all Class Members, including those who did not properly
3 request exclusion under paragraph ___ of the Preliminary Approval and Provisional Class Certification
4 Order. This Order does not bind persons who filed timely and valid requests for exclusion. Attached as
5 **Exhibit A** is a list of persons who properly requested to be excluded from the Settlement.

6 3. **Objections Overruled.** The Court has considered and hereby overrules all objections
7 brought to the Court's attention, whether properly filed or not.

8 4. **No Admission.** Neither this Final Approval Order and Judgment nor the Agreement is
9 an admission or concession by Defendant of the validity of any claims or of any liability or wrongdoing
10 or of any violation of law and not an admission by Plaintiffs that their claims lacked merit.

11 5. **Dismissal.** This Court hereby dismisses this Action with prejudice all claims of Class
12 Representatives and Settlement Class Members against LBN that have been, or could have been, alleged
13 in the Action.

14 6. **Release.** Plaintiffs and all Settlement Class Members who did not properly request
15 exclusion are deemed to have released and discharged LBN from all claims arising out of or relating in
16 any way to any of the legal, factual, or other allegations made in the Action, or any legal theories that
17 could have been raised based on the allegations of the Action, including without limitation allegations
18 made in any version of the complaint filed in the Action and claims released under the Settlement
19 Agreement, as described in the Agreement.

20 7. By operation of this judgment, Plaintiffs, but not Settlement Class Members, also
21 expressly waive any and all claims, rights, or benefits they may have under California Civil Code § 1542
22 and any similar federal or state law, right, rule, or legal principle that may apply. California Civil Code §
23 1542 provides as follows:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
26 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
27 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
28 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
 OR RELEASED PARTY.

1 8. LBN releases, waives, and forever discharges Plaintiffs and each Member of the
2 Payments Subclasses (“Plaintiff Releasees”) who has fully paid their obligations to LBN and
3 who has not opted out of the Settlement Class from any and all claims it has or may have against the
4 Plaintiff Releasees with respect to any claim for existing Program Payments or fees.

5 9. **Injunction Against Asserting Released Claims.** Class Representatives and the
6 Settlement Class Members, and LBN, having released all claims as described above, are permanently
7 enjoined from commencing or prosecuting any of those claims against the released parties as described
8 above, provided, however, that this injunction shall not apply to individual claims of any Settlement
9 Class Members listed in Exhibit A who properly excluded themselves from the Settlement Class. This
10 injunction is necessary to protect and effectuate the settlement, this Final Approval Order and
11 Judgment, and the Court’s flexibility and authority to effectuate this settlement and to enter judgment
12 when appropriate, and is ordered in aid of the Court’s jurisdiction and to protect its judgments pursuant
13 to 28 U.S.C. § 1651(a).

14 10. **Class Relief.** The Settlement Amount will be used to provide benefits to or on behalf of
15 the Settlement Class as set forth in the Agreement. Payments shall be made according to the schedule
16 set forth in the Agreement.

17 a. **Cash relief.** The Settlement Administrator shall issue a payment to each Former
18 and Current Program Participant Payments Subclass Member and Sponsor Payments Subclass Member
19 in accordance with the Agreement. If there is an amount remaining following the initial distribution such
20 that each recipient would receive at least \$5 in a secondary distribution, then there shall be a secondary
21 distribution, as stated in the Agreement. If any funds are remaining after this second distribution, or if
22 there were an amount less than \$5 per recipient following the initial distribution, those funds shall be
23 paid to the Cy Pres Recipients in accordance with the Agreement.

24 b. **Debt relief.** The remainder of the Settlement Amount, after payment of the cash
25 relief referenced above, Notice and other Administrative Costs, any Incentive Award as set forth herein,
26 and any Fee and Expense Award as set forth herein, will consist of credits to be made to the accounts of
27 current program participants for past due program fees due and owing as of the date the Plaintiffs filed
28 their motion for Preliminary Approval, as set forth in the Agreement.

1 c. **Additional monetary relief.** As set forth in the Agreement, members of the
2 Current Program Participant Subclass will benefit from several financial changes to their contracts with
3 LBN and LBN's business practices. First, Program Participants who make three (3) consecutive monthly
4 payments on time and in full will have their monthly recurring fee reduced by ten percent (10%) [the
5 "Consecutive Payment Discount"]. Program Participants who make an additional three (3) consecutive
6 monthly payments on time and in full (for a total of 6 consecutive on time and in full payments) will
7 have their monthly recurring fee reduced by a further ten percent (10%) from the original fee amount
8 set for each program participant [the "Second Consecutive Payment Discount"] for a total of a twenty
9 percent (20%) discount from their original recurring fee. Second, Program Participants who pay more
10 than \$420 per month in monthly recurring program fees, and pay on time and in full by the first of the
11 month, shall have their payment that month reduced to \$415. Third, LBN will impose a total payment
12 cap for Program Payments, excluding the initial payment and set up fees made by the program
13 participants and/or their sponsors, to an amount not to exceed the face amount of the bond. Fourth,
14 LBN will stop all monthly payments upon termination of immigration proceedings. Fifth, LBN will
15 provide fee waivers of at least \$150,000 per year to Program Participants.

16 d. **Other business practice changes.** LBN will also provide programmatic and
17 other non-monetary benefits to Settlement Class Members through other business practice changes set
18 forth in the Agreement, which include but are not limited to: (1) translating written and verbal contracts
19 and posting them online; (2) providing clear and concise contract terms; (3) using best efforts to ensure
20 meaningful program participant and sponsor review of contracts prior to signing; (4) not making any
21 immigration-related threats; (5) modifying language on criminal prosecution; (5) representing that LBN
22 has no present intent to collect certain debt from program participants or their sponsors; (6) removing
23 GPS monitors in a timely manner for pregnancy or medical necessity, or upon termination of
24 immigration proceedings; (7) not requiring leg-affixed GPS monitors for new program participants with
25 bonds of less than \$7,500 (impacting approximately 19% of program participants); (8) transitioning to
26 technologically upgraded ankle monitors that are less intrusive and do not require program participants
27 to stay in place to charge the monitors, by December 31, 2020 at the latest; and (9) using commercially
28 reasonable efforts to transition away from use of ankle monitors altogether and to instead use wrist

1 bracelet monitors or other similarly less intrusive monitors, such as cellular telephones or periodic
2 check-ins, by December 31, 2021 at the latest. Further details as to these business practices and any
3 exceptions are set forth in the Settlement Agreement.

4 11. **Attorneys' Fees and Costs.** Class Counsel is awarded \$ _____ total in
5 fees (\$ _____) and costs (\$ _____) to be paid from the Settlement
6 Amount, but not the Cash Settlement Fund, in accordance with the timeliness set forth in the
7 Settlement Agreement.

8 12. **Incentive Award.** Plaintiffs are each awarded \$ _____ as a service award
9 to be paid from the Settlement Amount, but not the Cash Settlement Fund, in accordance with the
10 timelines set forth in the Agreement.

11 13. **Settlement Administrator Costs.** The Court approves the payment to the Settlement
12 Administrator in a total amount not to exceed \$ _____, to be paid from the Settlement
13 Amount, but not the Cash Settlement Fund, without prejudice to the Parties' ability to agree to pay
14 increased amounts to the Settlement Administrator based on material changes in the assumptions
15 originally used by the Settlement Administrator in setting the cap.

16 14. **Judgment.** The Court finds there is no reason for delay and directs the Clerk to enter
17 judgment in accordance with the terms of this Order as of the date of this order.

18 15. **Court's Jurisdiction.** Without affecting the finality of this Final Approval Order and
19 Judgment, pursuant to the Parties' request, the Court retains jurisdiction over this Action and the Parties
20 until final performance of the Agreement.

21 16. **Status Report.** By no later than _____, 202_, Class Counsel shall file a
22 status report to the Court specifying the total amount paid to Authorized Claimants and the total
23 amount of uncashed checks that will be paid to the approved Cy Pres Recipients.

24
25 **IT IS SO ORDERED.**

26
27 DATED: _____

Hon. Claudia Wilken
UNITED STATES DISTRICT JUDGE

Exhibit D

Detailed Notice

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

IF YOU PAID LIBRE BY NEXUS IN CONNECTION WITH RELEASE FROM IMMIGRATION DETENTION, FOR YOURSELF OR AS A SPONSOR OF ANOTHER PERSON, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A FEDERAL COURT AUTHORIZED THIS NOTICE.

THIS IS NOT AN ADVERTISEMENT FROM A LAWYER. YOU ARE NOT BEING SUED.

- A settlement (“Settlement”) has been proposed in the class action lawsuit *Vazquez et al. v. Libre by Nexus, Inc.*, Case No. 4:17-cv-00755-CW, pending in the United States District Court for the Northern District of California. You may be a Settlement Class Member in the proposed Settlement and may be entitled to participate in the proposed Settlement.
- The United States District Court for the Northern District of California has ordered the issuance of this notice in this Action. Libre by Nexus (“LBN”) denies it did anything wrong and has defended itself throughout the lawsuit. The Court has not decided who is right. Both sides have agreed to settle the dispute to avoid burdensome and costly litigation.
- If the Court gives final approval to the Settlement, LBN will provide a check or electronic payment to Settlement Class Members who have already provided, or are able to timely provide, a U.S. Immigration and Customs Enforcement Form I-391 (Notice of Immigration Bond Cancelled) to LBN or the Settlement Administrator – confirming that the program participant’s immigration case has been closed. The amount of a Settlement Class Member’s payment depends upon the number of persons who participate in the Settlement.
- If the Court gives final approval to the Settlement, Settlement Class Members, regardless of whether they are able to provide a Form I-391, may be entitled to receive debt relief, discounts, payment caps, and/or non-monetary relief as discussed below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A FORM I-391	Unless LBN already has a record of the participant receiving a Form I-391, this is the only way to get a payment under the Settlement. Visit the Settlement website located at www.lbnsettlement.com for instructions on submitting a Form I-391 to LBN or the Settlement Administrator.	Deadline: Six Months after the Court’s Final Approval Order. The Earliest the Deadline Can be is May 11, 2021

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a payment or debt relief under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against LBN regarding the allegations in the Action ever again.	Deadline: Oct. 25, 2020 (submitted online or postmarked by this date)
OBJECT	You may write to the Court about why you object to (i.e., don't like) the Settlement and think it shouldn't be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: Oct. 25, 2020 (submitted online or postmarked by this date)
GO TO THE "FAIRNESS HEARING"	<p>The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the Class Representatives' request for service awards for bringing the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you submitted to the Settlement.</p>	<p>Hearing Date: Dec. 9, 2020 at 2:30 p.m.</p> <p>Hearing location: TBD (may be remotely held via Zoom). Please see Section 18 below and visit the settlement website for updated information as the date approaches.</p>
DO NOTHING	If LBN already has a record of the participant receiving a Form I-391, you will receive a payment under this Settlement. Otherwise, you will not receive any payment but may receive debt relief, discounts, payments caps, and/or non-monetary relief as discussed below. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this case.	N/A

- These rights and options – **and the deadlines to exercise them** – are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The payments and other relief for Settlement Class Members discussed here will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. In addition, due to financial constraints as a result of the Coronavirus pandemic, LBN may not be able to make the payments required until December 20, 2023. After that, your payment can be processed. ***Please be patient.***

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1. *Why did I get this notice?*

You received this Notice because a Settlement has been reached in this Action. If you are a member of the Settlement Class you may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this lawsuit about?*

Plaintiffs Juan Quintanilla Vasquez, Gabriela Perdomo Ortiz, Victor Hugo Catalan, and Kevin Calderon (the “Class Representatives”) filed a lawsuit against LBN on behalf of themselves and all others similarly situated. The lawsuit alleges LBN deceived consumers into believing, among other things, that LBN was their only option to leave detention, that the financial terms were manageable, that LBN could return them to detention, and that wearing an LBN ankle “bracelet” would not be onerous, when in fact the terms of LBN’s loans are alleged to be onerous and exploitative. The lawsuit also alleges that LBN unlawfully charges its clients exorbitant fees to “lease” an ankle bracelet that is not required by law. Plaintiffs claim that as a result of LBN’s false and deceptive practices, consumers desperate for themselves or their loved ones to be released from immigration detention suffered money damages.

LBN denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and believes its actions complied with applicable law. LBN has asserted many defenses it believes would succeed at trial. No court or other entity has made any judgment or other determination of any liability. LBN further denies that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Representative Plaintiffs’ claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called “Representative Plaintiff(s)” (in this Action, Juan Quintanilla Vasquez, Gabriela Perdomo Ortiz, Victor Hugo Catalan Molina, and Kevin Calderon) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, LBN, is called the Defendant.

4. *Why is there a Settlement?*

The Representative Plaintiffs have made claims against LBN. LBN denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Class

Representatives or LBN should win this Action or any other pending action. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Settlement Class Members will receive relief now rather than years from now, if at all.

5. *How do I know if I am part of the Settlement?*

The Court has decided that everyone who fits any of these descriptions is a Settlement Class Member for purposes of the proposed Settlement:

- Settlement Class: All current or former LBN “program participants” and “sponsors” who paid, or caused to be paid on their behalf, a fee to LBN.
- Current Program Participant Payment Subclass: All current LBN “program participants” and “sponsors” who paid, or caused to be paid, or caused to be paid on their behalf, a fee to LBN.
- Former and Current Program Participant Payment Subclass: All former LBN “program participants” who paid, or caused to be paid on their behalf, a Program Payment to LBN and all current LBN program participants who, within six months of final approval of the settlement have been issued a Form I-391.
- Sponsor Payment Subclass: All sponsors of members of the Former and Current Program Participants Payments Subclass who paid a fee to LBN, including any initial payment or set up fee.

Excluded from the Settlement Class are individuals for whom LBN or any surety or bond company has paid a treasury invoice or the bond or for whom a demand for payment for breach of a bond has been made by the U.S. Government which remains outstanding or open. Also excluded from the Settlement Class are LBN and its current and former employees, the Court, the Court’s staff, and their families. All persons who properly execute and file a timely request for exclusion are also excluded from the Settlement Class.

6. *I’m not sure if I am included.*

If you are not sure whether you are included, you can visit the settlement website: www.lbnsettlement.com or contact your lawyers, who are identified in paragraph 10 below.

7. *What relief does the Settlement provide to the Settlement Class Members?*

The relief you are eligible for will depend on which Subclass you belong to. The Subclass definitions can be found above, in paragraph 5.

Payments:

All members of the Former and Current Program Participant Payment Subclass or the Sponsor Payment Subclass who timely provide the participant’s I-391 to LBN or the Settlement Administrator, and who do not opt out of the Settlement, are entitled to receive a check or

electronic payment to be issued by the Settlement Administrator from the Cash Settlement Amount. The Cash Settlement Amount is \$750,000, to be funded by LBN. The attorneys' fees and costs to be paid to Class Counsel, the awards to the Class Representatives for bringing this Action, and the costs of the Settlement Administrator for providing notice to the Settlement Class of the Settlement and administering the settlement, will not be subtracted from the Cash Settlement Amount. The actual amount of the cash settlement distributed to each Settlement Class Member will be determined by the number of eligible Settlement Class Members six months after final approval of the settlement and the number of eligible Settlement Class Members who cash or otherwise negotiate their checks or electronic payments.

Debt Forgiveness:

All members of the Current Program Participant Payment Subclass, who do not opt out of the Settlement, will receive debt relief. The debt relief will consist of credits made to the accounts of current program participants for past due program fees due and owing as of the date the Plaintiffs file their motion for Preliminary Approval.

The debt relief will amount to \$3.2 million, minus the Cash Settlement Amount (\$750,000), attorneys' fees and costs to be paid to Class Counsel, the awards to the Class Representatives for bringing this Action, and settlement administrative costs. Class Counsel intends to seek attorney's fees and costs in the amount of 25% of the Settlement Amount, or \$800,000, and service awards for the Class Representatives in the amount of \$10,000 each, or \$40,000 total. Settlement administrative costs are capped at \$80,000. Thus, estimated debt relief provided to the Current Program Participant Payment Subclass is \$1.53 million. The actual amount of credit provided to each Settlement Class Member will also depend on the number of eligible Settlement Class Members.

Discounts:

Members of the Current Program Participant Subclass who make three (3) consecutive monthly payments on time and in full will have their monthly recurring fee reduced by ten percent (10%) going forward. For instance, if a participant makes three full and timely payments in February, March, and April, they are entitled to the 10% discount for May and June and the months afterward; for logistical reasons, LBN may not identify the participant until July or apply the discount until August, but the participant should be credited at the reduced rate for May and June (even if the participant made a late or partial payment those months).

Members of the Current Program Participant Subclass who make an additional three (3) consecutive monthly payments on time and in full (for a total of 6 consecutive on time and in full payments) will have their monthly recurring fee reduced going forward by a further ten percent (10%) from the original fee amount set for each program participant for a total of a twenty percent (20%) discount from their original recurring fee.

Furthermore, Members of the Current Program Participant Subclass who pay more than \$420 in monthly recurring program fees, and who pay on time and in full by the first of the month, will have their recurring fees for those months reduced to \$415. For instance, if a Member of the

Current Program Participant Subclass pays \$475 in monthly recurring program fees, and that Subclass Member pays on time and in full on August 1, then that Subclass Members' payment for the month of August will be \$415.

Cap on Payments:

LBN will change its policy so that a customer's total monthly program payments – excluding the initial payment and set up fees – will not exceed the total amount of their immigration bond.

Non-Monetary Relief:

In addition to the monetary benefits described above, LBN will comply with the following business practices:

- Translate its contract into Spanish and any other language for which there are at least 5% program participants;
- Post written and audio versions of its contract, in Spanish, on its website;
- Ensure the contract terms are clear and concise;
- Use best efforts to mail the contract to program participants for review, prior to their release from ICE custody;
- Ensure that sponsors have sufficient opportunity to review the contract in their preferred language, consult with an attorney, and discuss the contract with the program participant;
- Provide prospective program participants with the LBN contract;
- Abstain from verbal or written threats to report any program participant, sponsor, or family member to ICE or otherwise threaten immigration detention, although LBN may continue to inform its customers of the potential consequences of failing to appear for hearings;
- Modify language in its contract regarding potential criminal prosecution for tampering with the ankle bracelet device;
- Provide fee waivers of at least \$150,000 per year for financially distressed clients and provide forms for this program on its website;
- Remove a program participant's ankle bracelet within 14 days of the program participant's request to have it removed for pregnancy or medical necessity, if the participant presents to a LBN office, or within 60 days if the participant is not able to visit a LBN office.
- Discontinue the use of ankle bracelets for any program participant whose bond is under

\$7,500;

- Remove a program participant's ankle bracelet and stop monthly payments upon verification that the program participant's immigration removal case has been closed;
- Reduce the use of ankle bracelets generally, transition to an upgraded ankle bracelet that does not require the wearer to be tethered to an electrical outlet while the device recharges by December 31, 2020, and transition to a wrist bracelet monitor or other similarly less intrusive monitor, such as cellular telephones or periodic check-ins, by December 31, 2021.

8. *How can I get a Settlement payment?*

If you are a member of the Former and Current Program Participant Payment Subclass or the Sponsor Payment Subclass, as defined in paragraph 5, and timely provide the participant's Form I-391, you are entitled to receive a Settlement payment. If LBN already has a record of the participant receiving a Form I-391, you will be sent a payment under this Settlement unless you opt out. However, to be certain that LBN has received the participant's Form I-391, you may wish to follow the instructions below to resubmit the participant's Form. Also, your check will be sent to the last address on file with LBN so if you have changed addresses or are unsure if your current address is on file, please update your address by filling out the form at www.lbnsettlement.com/updateaddress. In the future, please fill out the form at that site if you move before receiving your check.

If LBN does not have a record of the participant receiving a Form I-391, you must submit the Form I-391 to LBN or the Settlement Administrator with six months of the date of final approval of the settlement. Otherwise, you will not receive any payment but may still receive debt relief, discounts, payment caps, and/or non-monetary relief as discussed below. You can send a copy of the participant's Form I-391 to the Claims Administrator by mail to [address] or email to [administrator email address], or upload the form on the secure portal at [website address]. Instructions for submitting your Form I-391 are available at [website address].

9. *When will I get a Settlement payment?*

As described in Sections 17 and 18, the Court will hold a hearing on Dec. 9, 2020 at 2:30 p.m., to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at www.lbnsettlement.com. In addition, due to financial constraints as a result of the Coronavirus pandemic, LBN may not be able to make the payments required until December 20, 2023. Further details on the timing of the payments are set forth in the Settlement Agreement, available at www.lbnsettlement.com. *Please be patient.*

10. *Do I have a lawyer in this case?*

The Court has ordered that the non-profit organization Centro Legal de la Raza, and the law firms of Migliaccio & Rathod LLP and Tycko & Zavareei LLP, ("Class Counsel") will

represent the interests of all Settlement Class Members. You can contact your lawyers by email at: info@classlawdc.com or by phone at 202-470-3520. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel will petition the Court to receive attorneys' fees and costs up to 25% of the \$3.2 million Settlement Amount, or \$800,000 (total). The Court will make the final decision as to the amount to be paid to the attorneys for their fees and costs. You will not be required to separately pay any attorneys' fees or costs.

12. Will the Class Representatives receive any compensation for their efforts?

The Class Representatives will request a service award of up to \$10,000 (each), or \$40,000 total, for their services as class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Class Representatives.

13. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against LBN. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against LBN regarding the allegations in the Action, as of the date of final approval of the Settlement. The Settlement Agreement, available on the Internet at the website www.lbnsettlement.com contains the full terms of the release.

14. How do I exclude myself from the Settlement?

You may exclude yourself from the Settlement Class and the Settlement. If you want to be excluded, send a letter or postcard to the Settlement Administrator, or submit a notice of intention to opt-out online at the Settlement Website (www.lbnsettlement.com), that: (i) includes your name, address, and telephone number; (ii) is personally signed and dated by you; and (iii) contains a clear request that you would like to "opt out" or be excluded, by use of those or other words clearly indicating a desire not to participate in the Settlement. The request for exclusion must be either submitted online by Oct. 25, 2020 or submitted via letter or postcard with a postmark no later than Oct. 25, 2020 and sent to the Settlement Administrator at:

Vasquez et al. v. Libre by Nexus Settlement

c/o _____

[Address]

[City] [State], [Zip Code]

If you timely request exclusion from the Settlement Class, you will be excluded from the Settlement Class, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against LBN based on the conduct complained of in the Action.

15. How do I tell the Court that I disagree with the Settlement?

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider the attorneys' who initiated the Action's request for an award of attorneys' fees and costs, and a service award to the Class Representatives.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit the objection online no later than Oct. 25, 2020 or by mail with a postmark no later than Oct. 25, 2020 to the Settlement Administrator at:

Vasquez et al. v. Libre by Nexus Settlement

c/o _____

[Address]

[City] [State], [Zip Code]

Any written objections must (i) include your name, address, and telephone number; (ii) be personally signed and dated by you; and (iii) state each objection and the specific bases for each. Although not required, objectors are encouraged to provide the participant's Alien Registration Number ("A-number"), if available, and a copy of any document that they believe supports their objection. LBN shall have the right, but not the obligation, to verify whether any objector is a Settlement Class Member. However, even if the objector does not provide information requested by LBN, but they are a Settlement Class Member, they can proceed. You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, e-mail address, and the state bar(s) to which counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written brief, which must also contain a list of any such witnesses and a summary of each witness' expected testimony.

16. What is the difference between excluding myself and objecting to the Settlement?

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

17. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate,

and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to the attorneys who initiated the Action; and to consider the request for a service award to the Class Representatives.

18. *When and where is the Fairness Hearing?*

On Dec. 9, 2020 at 2:30 p.m., a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Judge Claudia Wilken, and may be held remotely by Zoom or at the Oakland Federal Courthouse, 1301 Clay Street, Oakland, California 94612, Second Floor, Courtroom 6. The hearing may be postponed to a different date or time or location without notice. Please check www.lbnsettlement.com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

19. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to. If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

20. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, the application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: www.lbnsettlement.com. Alternatively, you may contact the Settlement Administrator at the email address [xxxx]@[xxxx].com or the U.S. postal (mailing) address: [Address] [City], [State], [Zip Code].

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you should visit www.lbnsettlement.com or the Clerk's office at 1301 Clay Street, Oakland, California 94612. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. *What if my address or other information has changed or changes after I submit a Claim Form?*

It is your responsibility to inform the Settlement Administrator of your updated information. You can keep your address updated by filling out the form at www.lbnsettlement.com/updateaddress. You may also do so by writing to the address below:

Vasquez et al. v. Libre by Nexus Settlement

c/o

[Address]

[City] [State], [Zip Code]

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Exhibit E

Text Message Notice

This message is authorized by the United States District Court for the Northern District of California in *Vasquez v. Libre by Nexus, Inc.*, Case No. 4:17-cv-00755-CW. IF YOU PAID LIBRE BY NEXUS IN CONNECTION WITH RELEASE FROM IMMIGRATION DETENTION, FOR YOURSELF OR AS A SPONSOR OF ANOTHER PERSON YOU MAY BE ENTITLED TO RECEIVE A PAYMENT, DEBT FORGIVENESS, OR OTHER RELIEF FROM A CLASS ACTION SETTLEMENT. YOUR RIGHTS MAY BE AFFECTED. [CLICK HERE FOR MORE INFORMATION.](#)

Exhibit F

YOU MAY BE A CLASS MEMBER ENTITLED TO PAYMENT OR RELIEF

PUEDE SER MIEMBRO DE CLASE CON DERECHO A PAGO O REMEDIO

(para información en español visite el sitio web o llame al número de teléfono gratuito abajo)

What is the lawsuit about? The name of the lawsuit is *Vazquez et al. v. Libre by Nexus, Inc.*, Case No. 4:17-cv-00755-CW, pending in the U.S. District Court for the Northern District of California. The lawsuit alleges Libre by Nexus (LBN) deceived consumers into believing, among other things, that LBN was their only option to leave detention, that the financial terms were manageable, that LBN could return them to detention, and that wearing an LBN ankle “bracelet” would not be onerous, when in fact the terms of LBN’s loans are onerous and exploitative. LBN denies all wrongdoing. **The Court has not decided who is right.**

You received this notice because LBN’s records indicate you may be a Class Member. You are included in the Settlement Class if you are an LBN program participant or sponsor who paid, or caused to be paid on your behalf, any fee to LBN. The detailed Class and Subclass descriptions are available at the website below.

What are your options? If you are a Class Member, you must choose whether to stay in the Settlement Class. If you stay in the Settlement Class, and money or benefits are obtained, you will be entitled to receive any payments or benefits for which are eligible. You will be bound by all orders and judgments of the Court, whether favorable or not, and you won’t be able to sue LBN for the claims at issue in this case. **If you want to stay in the Settlement Class, you do not have to do anything now EXCEPT, to receive a payment, you must have already submitted or now timely submit the participant’s I-391 (Notice of Immigration Bond Cancelled).** Please see the website or call the toll-free number below for details.

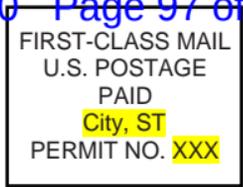
To exclude yourself from the lawsuit, you must submit an exclusion request online or by mail. Instructions for doing so can be found at the website or by calling the toll-free number below. You must submit your exclusion request by October 25, 2020. If you exclude yourself, you cannot get any money or benefits from this lawsuit, but you will not be bound by any orders or judgments in this case. If you do not request exclusion, you may (but do not have to) enter an appearance in the Court through your own counsel.

DETAILED INFORMATION AT / INFORMACIÓN DETALLADA EN:

www.lbnsettlement.com • 1-XXX-XXX-XXXX

Vasquez v. Libre Class Action

Administrator
PO Box XXXX
City, State XXXXX-XXXX



If you have made a payment to Libre by Nexus, or someone made a payment for you, a class action lawsuit may affect your rights.

Si usted ha hecho un pago a Libre by Nexus, o alguien ha hecho un pago para usted, una demanda colectiva puede afectar sus derechos.

Important Notice About a Class Action Lawsuit
Información Importante Sobre Una Acción de Clase

<<BARCODE>>



John Q. Public
123 Locust St.
Anytown, OH 00000-0000



Exhibit G

LEGAL NOTICE

AVISO LEGAL

YOU MAY BE A CLASS MEMBER ENTITLED TO PAYMENT OR RELIEF
PUEDE SER MIEMBRO DE CLASE CON DERECHO A PAGO O REMEDIO

(para información en español visite el sitio web o llame al número de teléfono gratuito abajo)

What is the lawsuit about? The name of the lawsuit is *Vazquez et al. v. Libre by Nexus, Inc.*, Case No. 4:17-cv-00755-CW, pending in the U.S. District Court for the Northern District of California. The lawsuit alleges Libre by Nexus (LBN) deceived consumers into believing, among other things, that LBN was their only option to leave detention, that the financial terms were manageable, that LBN could return them to detention, and that wearing an LBN ankle “bracelet” would not be onerous, when in fact the terms of LBN’s loans are onerous and exploitative. LBN denies all wrongdoing. **The Court has not decided who is right.**

You received this notice because LBN’s records indicate you may be a Class Member. You are included in the Settlement Class if you are an LBN program participant or sponsor who paid, or caused to be paid on your behalf, any fee to LBN. The detailed Class and Subclass descriptions are available at the website below.

What are your options? If you are a Class Member, you must choose whether to stay in the Settlement Class. If you stay in the Settlement Class, and money or benefits are obtained, you will be entitled to receive any payments or benefits for which are eligible. You will be bound by all orders and judgments of the Court, whether favorable or not, and you won’t be able to sue LBN for the claims at issue in this case. **If you want to stay in the Settlement Class, you do not have to do anything now EXCEPT, to receive a payment, you must have already submitted or now timely submit the participant’s I-391 (Notice of Immigration Bond Cancelled).** Please see the website or call the toll-free number below for details.

To exclude yourself from the lawsuit, you must submit an exclusion request online or by mail. Instructions for doing so can be found at the website or by calling the toll-free number below. You must submit your exclusion request by October 25, 2020. If you exclude yourself, you cannot get any money or benefits from this lawsuit, but you will not be bound by any orders or judgments in this case. If you do not request exclusion, you may (but do not have to) enter an appearance in the Court through your own counsel.

DETAILED INFORMATION AT / INFORMACIÓN DETALLADA EN:

www.lbnsettlement.com • 1-XXX-XXX-XXXX