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ANNICK M. PERSINGER, SBN 272996
MAREN I. CHRISTENSEN, SBN 320013
TYCKO & ZAVAREEI LLP
1970 Broadway, Suite 1070
Oakland, CA 94612
Telephone (510) 254-6808
Facsimile (202) 973-0950
apersinger@tzlegal.com
mchristensen@tzlegal.com

Attorneys for Plaintiffs
Additional Attorneys on Signature Page

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

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

Plaintiff,

v.

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

Defendants.

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

**PLAINTIFFS' NOTICE OF MOTION
AND UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT AND APPROVAL OF
NOTICE TO CLASS OF SETTLEMENT;
MEMORANDUM IN SUPPORT**

Date: July 7, 2020
Time: 2:30 p.m.
Courtroom: TBD
Judge: Hon. Claudia Wilken

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Coates v. Farmers Grp., Inc.,
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Curtis-Bauer v. Morgan Stanley & Co., Inc.,
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Custom LED, LLC v. eBay, Inc.,
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Fishman v. Tiger Nat. Gas Inc.,
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Forcellati v. Hyland’s, Inc.,
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1 *In re Netflix Privacy Litig.*,
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2 *In re NVIDIA Corp. Derivative Litig.*,
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4 *In re Syncor ERISA Litig.*,
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7 *Johnson v. Triple Leaf Tea Inc.*,
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10 *Ma v. Covidien Holding, Inc.*,
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12 *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*,
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13 *Quintero v. Mulberry Thai Silks, Inc.*,
 14 No. C 08-02294 MHP, 2008 WL 4666395 (N.D. Cal. Oct. 21, 2008) 20

15 *Rodriguez v. West Publ'g Corp.*,
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16 *See In re MyFord Touch Consumer Litig.*,
 17 No. 13-cv-03072-EMC, 2019 WL 1411510 (N.D. Cal. Mar. 28, 2019) 13

18 *Slaven v. BP Am., Inc.*,
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19 *Stewart v. Applied Materials, Inc.*,
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21 *Vincent v. Reser*,
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23 *Wal-Mart Stores, Inc. v. Dukes*,
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24 *Wolin v. Jaguar Land Rover N. Am., LLC*,
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25 *Yahoo! Inc. Customer Data Sec. Breach Litig.*,
 26 No. 16-MD-02752, 2019 U.S. Dist. LEXIS 15034 (N.D. Cal. Jan. 30, 2019) 10, 11

27 *Zeisel v. Diamond Foods, Inc.*,
 28 No. C 10-01192 JSW, 2011 WL 2221113 (N.D. Cal. June 7, 2011) 20

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Newberg on Class Actions § 14:03 (3d ed. 1992)..... 12, 18, 25, 27

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(“Newmark Decl.”), the declaration of Jennifer M. Keogh Regarding Proposed Notice Plan (“Keogh Decl.”), the pleadings and papers on file in this action, and any additional information or argument as may be required by the Court.

Plaintiffs respectfully submit that (1) the proposed Settlement falls within the range of reasonableness such that preliminary approval is warranted; (2) that the proposed Settlement Class meets the requirements of Rule 23 and should be certified for settlement purposes; (3) that the proposed Class Notice and administration of settlement procedures are appropriate and meet the requirements of due process such that the Court should order notice to be disseminated; and (4) that the Court should approve the proposed schedule and procedures for Class Notice, making claims, opting out, objecting, and conducting a Final Approval Hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Juan Quintanilla Vasquez, Gabriela Perdomo Ortiz, Victor Hugo Catalan Molina, and Kevin Calderon (“Plaintiffs”), by and through Class Counsel, respectfully submit this memorandum in support of Plaintiffs’ Motion for Preliminary Approval of Settlement (“Motion”).² The Settlement Agreement and Release (“Agreement”) was negotiated after multiple mediations, following over three years of contested litigation. If approved, the settlement will provide significant direct monetary and injunctive relief to a class of individuals facing the hardships of immigration, detention, and financial distress.

Plaintiffs’ operative complaint, the Third Amended Complaint, Dkt. No. 102, alleges that Defendant Libre by Nexus (“Defendant” or “LBN”) misrepresented its services and pricing to impose excessive charges and ankle shackles on immigrant detainees with limited English-language proficiency and knowledge about immigration bail bonds. According to Plaintiffs’ allegations, Defendant’s false and deceptive advertising and pricing scheme violated California’s unfair competition and false advertising laws, Cal. Bus. & Prof. Code §§ 17200-17509 (“UCL”), and the California Consumers’ Legal Remedies Act, Cal. Civ. Code §§ 1750-1756 (“CLRA”).

Class Counsel and Defendant’s Counsel conducted an extensive examination and investigation of the facts and law relating to the matters in the litigation. Such investigation and discovery included the exchange and review of thousands of pages of documents, document and deposition subpoenas of third-party surety companies, depositions of the Named Plaintiffs, and a 30(b)(6) deposition of Defendant. Rathod Decl. ¶¶ 15-19. Class Counsel also conducted outreach to and received information from numerous Class Members and third-party witnesses, including former LBN employees and immigration attorneys and organizations that represent LBN clients and sponsors. *Id.* ¶¶ 6, 19. The Parties engaged in substantial motion practice as well, including Defendant’s motions to compel arbitration and dismiss certain claims, and various discovery motions and motions to amend the pleadings.

² All capitalized terms not otherwise defined herein shall have the same definitions as set out in the Settlement Agreement and Release attached to the Declaration of Jason Rathod here as Exhibit 1.

1 Although Plaintiffs believe that they would be successful were the case to proceed to trial,
2 continued litigation carries a considerable risk of a lesser recovery or none at all. Defendant vigorously
3 denies liability and intends to move for summary judgment if the litigation proceeds. To prevail at trial,
4 Plaintiffs first would have to win their motion to certify a nationwide consumer class, defeat
5 Defendant’s anticipated motion for summary judgment, maintain class certification through the entry
6 of judgment, and overcome numerous substantive defenses. Plaintiffs also still face a pending Ninth
7 Circuit appeal of this Court’s order denying Defendant’s motion to compel arbitration and denying in
8 part Defendant’s motion to dismiss certain claims. Even if Defendant were to lose on appeal, and
9 Plaintiffs were to certify a class and prevail at trial, Defendant has provided evidence of limited capital
10 that is unlikely to satisfy a judgment, and the ultimate result would likely be an allocation of limited
11 funds akin to that achieved by settlement. And any recovery would likely be delayed by further appeals.

12 Because the Settlement “(1) [is] the product of serious, informed, non-collusive negotiations;
13 (2) has no obvious deficiencies; (3) does not improperly grant preferential treatment to class
14 representatives or segments of the class; and (4) falls within the range of possible approval,” preliminary
15 approval is proper. *Haralson v. U.S. Aviation Servs. Corp.*, 383 F. Supp. 3d 959, 966-67 (N.D. Cal. 2019).
16 Under the Settlement Agreement, Defendant has agreed to provide a Settlement Amount of \$3.2
17 million to cover direct monetary benefits including cash payments, debt relief, administrative costs,
18 service awards, and reasonable attorneys’ fees and costs. Rathod Decl., Ex. 1, Agreement ¶ II.A.1.
19 Defendant has also agreed to extensive injunctive relief that will provide critical benefits to the class.
20 After the Class Members are notified and have the opportunity to object, at the Final Approval Hearing,
21 Class Counsel will seek approval of Service Awards payable to the four Class Representatives from the
22 Settlement Amount not to exceed \$40,000 total, and 25% of the Settlement Amount in attorneys’ fees
23 and expenses. *Id.* ¶ III.A, B.

24 As explained in more detail below, this is a robust, hard-earned settlement that achieves the
25 fundamental objectives of the lawsuit. Through this settlement, Class Members will have the
26 opportunity to achieve a certain recovery with the benefit of a consumer-friendly procedure supervised
27 by an experienced Settlement Administrator. Class Members will also benefit significantly from the
28 agreed-upon injunctive relief, which addresses Plaintiffs’ allegations that Defendant made

1 misrepresentations, failed to translate its contracts, and required burdensome ankle shackles, among
2 other things. For all of these reasons, the Court should find that the proposed Settlement falls within
3 the range of reasonableness and grant preliminary approval.

4 **II. PROCEDURAL BACKGROUND**

5 On February 15, 2017, Plaintiffs Juan Quintanilla Vasquez and Gabriela Perdomo Ortiz,
6 through their counsel Tycko & Zavareei LLP, Migliaccio & Rathod LLP, and Centro Legal de la Raza,
7 filed a Class Action Complaint alleging that Defendant made misrepresentations and employed unfair
8 business practices. Dkt. 1. Plaintiffs subsequently amended their pleadings, adding Plaintiffs Victor
9 Hugo Catalan Molina and Kevin Calderon, among other amendments. Dkts. 14, 25, 102. On July 10,
10 2017, Defendant filed a Motion to Dismiss Counts V and VI of the Second Amended Complaint, Dkt.
11 34, and a Motion to Compel Arbitration, Dkt. 35. On August 20, 2018, the Court denied in part and
12 granted in part Defendant's Motion to Dismiss and denied its Motion to Compel Arbitration. Dkt. 76.

13 On September 18, 2018, Defendant filed a Notice of Appeal to the Ninth Circuit of the Court's
14 Order on the Motion to Compel and Motion to Dismiss. Dkt. 80. Defendant then filed Motions to Stay
15 Pending Appeal and for Leave to Appeal Order Denying Motion to Dismiss Pursuant to 28 U.S.C.
16 Section 1292(b). Dkts. 86, 87. On November 20, 2018, the Court denied Defendant's Motions. Dkt.
17 98.

18 Plaintiffs served LBN with discovery requests and noticed its deposition under Rule 30(b)(6) of
19 Federal Rule of Civil Procedure. Rathod Decl. ¶ 15. LBN produced thousands of pages of documents
20 in response to Plaintiffs' discovery requests. *Id.* ¶ 17. Defendant deposed all four of the Named
21 Plaintiffs. *Id.* ¶ 18. On June 22, 2017, Plaintiffs conducted a 30(b)(6) deposition of LBN. *Id.* ¶ 16.
22 Discovery was set to close shortly after the parties reached an agreement to settle.

23 Prior to reaching the Settlement, the Parties participated in several all-day mediation sessions
24 over a span of almost two years, including three with Hon. James R. Lambden of ADR Services, Inc.
25 and three with Jill R. Sperber, Esq. of Judicate West. *Id.* ¶¶ 20, 22-24, 36-37. The Parties also convened
26 for several other in-person sessions (including two in Washington D.C. and one in San Francisco) and
27 telephonic sessions without the assistance of a mediator. *Id.* ¶¶ 20, 32. On September 4, 2019, the Parties
28 participated in an all-day mediation conducted by Ms. Sperber, which resulted in the Parties agreeing

1 on the material terms of the Settlement. *Id.* ¶ 37. Following months of back and forth between the
 2 Parties to finalize the settlement paperwork, an irreconcilable dispute arose, necessitating another all-
 3 day mediation to be conducted by Ms. Sperber, which occurred on May 13, 2020, and which finally
 4 resulted in a fully executed settlement agreement.

5 **III. TERMS OF THE PROPOSED SETTLEMENT**

6 **A. The Settlement Class**

7 The proposed Settlement Class is comprised of three Subclasses and consists of “all current or
 8 former LBN program participants and sponsors who paid, or caused to be paid on their behalf, a fee
 9 to LBN.” Rathod Decl., Ex. 1, Agreement ¶ I.z. Excluded from the Class are: (a) individuals for whom
 10 LBN or any surety or bond company has paid a treasury invoice or the bond or for whom a demand
 11 for payment for breach of a bond has been made by the U.S. Government which remains outstanding
 12 or open; (b) any judge or magistrate presiding over this action and members of their families; (c)
 13 Defendant and its current or former employees; and (d) all persons who properly execute and file a
 14 timely request for exclusion. *Id.* The three proposed Subclasses are:

- 15 i. **“The Current Program Participant Subclass,”** defined as all current LBN program
 participants and sponsors who paid, or caused to be paid on their behalf, a fee to LBN;
- 16 ii. **“The Former and Current Program Participant Payments Subclass,”** defined as all
 former LBN program participants who paid, or caused to be paid on their behalf, a Program
 17 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-391³; and
- 18 iii. **“The Sponsor Payments Subclass,”** defined as all sponsors of members of the Former
 and Current Program Participants Payments Subclass who paid a fee to LBN, including any
 19 initial payment or set up fee.

20 **B. The Benefits for the Settlement Class**

21 Plaintiffs’ Complaint sought to achieve restitution and injunctive relief, which were substantially
 22 accomplished through the litigation and settlement of this case. The settlement provides monetary relief
 23 in the form of a \$3.2 million Settlement Amount that includes direct cash payments and debt relief and
 24 will be used to pay Notice and other Administrative costs, Court-approved attorneys’ fees and costs,
 25

26
 27 ³ A Form I-391 confirms that immigration proceedings have terminated for the program participant.
 28 LBN represents that, as of September 4, 2019, based on its own data as well as data from surety
 companies, that 2,214 I-391 Forms had been issued to LBN program participants.

1 and requested service awards for Named Plaintiffs. *See* Rathod Decl. Ex. 1, Agreement ¶ II.A. The
2 settlement also provides extensive and meaningful injunctive relief for the Class. *Id.* ¶ II.B.

3 **1. Direct Monetary Relief**

4 From the \$3.2 million Settlement Amount, LBN will provide \$750,000 to the Settlement
5 Administrator for distribution as cash payments to the Former and Current Program Participant
6 Payments Subclass and Sponsor Payments Subclass. Each member of the Payment Subclasses shall be
7 entitled to receive a pro rata payment from the \$750,000 Cash Settlement Fund. Rathod Decl., Ex. 1,
8 Agreement ¶ II.A.1.a. The pro rata payment shall be the \$750,000 cash payment amount divided by the
9 number of Class Members in the Payment Subclasses who LBN identifies for automatic payment or
10 who submit valid claims, and do not opt out from the Settlement. *Id.* The checks shall indicate that they
11 expire 180 days after issuance. *Id.* Because of financial constraints imposed by COVID-19, Defendant
12 will fund the Subclass upon the earlier of: (a) certain pre-COVID revenue benchmarks being reached,
13 beginning in December 2021; or (b) January 2024, through 12 monthly payments starting January 1,
14 2023. *See id.* ¶ II.C.2.

15 After the distribution of the initial cash payments, any residual funds shall be redistributed by
16 the Settlement Administrator on a *pro rata* basis to members of the Payment Subclasses that cashed the
17 first check sent to them within sixty days. *Id.* ¶ II.A.1.a.i. Remaining funds following the second
18 distribution, if any exist, will be provided as a *cy pres* award to Al Otro Lado and the Northwest
19 Immigrant Rights Project, subject to the Court's approval. *Id.* Both of these organizations are national
20 nonprofit legal service providers who provide services to immigrants in removal proceedings and
21 detention, such as the Class Members in this case. None of the parties or their counsel have any
22 relationship with the proposed *cy pres* recipients, other than Centro Legal de la Raza's occasional
23 interaction with the two other nonprofit organizations as needed in providing services to immigrant
24 communities.

25 The Settlement also provides that Defendant will confer additional financial relief for the Current
26 Program Participant Subclass in the form of: (a) Consecutive Payment Discounts; (b) Timely and In
27 Full Payment Discounts; (c) Total Payment Caps; and (d) a minimum of \$150,000 in annual fee waivers,
28 as defined in the Agreement. *Id.* ¶¶ II.A.2, II.B.1.j, m.

1 **2. Non-Monetary Relief**

2 As part of this settlement, Class Counsel have negotiated critical non-monetary relief that the
3 Class sought to achieve at the start of the litigation. Rathod Decl. Ex. 1, Agreement ¶ II.B. As a result
4 of the Settlement Agreement, LBN will translate its documents into Spanish and at least one other non-
5 English language, to ensure disclosure of the material terms of its services. LBN will also significantly
6 improve its efforts to ensure the Class and future detainee clients and their sponsors are aware of the
7 material terms of the contracts, their responsibilities, and the nature of LBN's services.

8 Moreover, since the start of the litigation, LBN has substantially reduced the percentage of
9 program participants wearing ankle monitors to approximately 27%, and has transitioned all Class
10 Members to technologically upgraded ankle monitors that are substantially less burdensome on the
11 wearer. Rathod Decl. ¶ 42. Specifically, the monitors are significantly smaller and do not require anyone
12 to tether themselves to an electrical outlet, as alleged in the initial Complaint, since the monitors have
13 a removable, rechargeable battery pack.

14 As further defined in the Settlement Agreement, Defendant has specifically agreed to:

- 15 a. translate changes made to its contract into Spanish and at least one additional language by
16 court-certified translators;
- 17 b. post its contract in print and audio formats in Spanish on its website;
- 18 c. continue to inform participants of the contours of the contract in clear and concise terms,
19 based on LBN's implementation of a new contract after the start of this litigation;
- 20 d. use best efforts to mail its contract to prospective program participants prior to their release
21 from ICE custody;
- 22 e. obtain informed representations that potential participants are aware of their rights and
23 opportunities and have had the opportunity to consult with an attorney;
- 24 f. provide participants with its contract and the opportunity for an oral translation prior to
25 signing the contract;
- 26 g. not threaten to report program participants, sponsors, or family members to ICE or
27 otherwise threaten immigration detention;
- 28 h. modify the criminal prosecution language of its contract as detailed in the Settlement
 Agreement;
- i. make a representation that it presently does not intend 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;

- 1 j. continue its fee waiver program for financially distressed clients, and now provide a minimum
2 of \$150,000 in fee waivers per year;
- 3 k. remove leg-affixed GPS monitors in the event of pregnancy or medical necessity;
- 4 l. not require a leg-affixed GPS monitor for new program participants who have an
5 immigration bond with a face value of less than \$7,500 unless otherwise required by a bond
6 or surety company;
- 7 m. remove GPS monitors, stop all GPS monitoring, and stop all monthly payments, upon
8 termination of immigration proceedings; and
- 9 n. ensure that the percentage of program participants required to wear ankle monitors does not
10 increase, use best efforts to lower this percentage going forward, and transition away from
11 ankle monitors altogether – to instead use less intrusive wrist monitors, cellular telephones,
12 or periodic check-ins – by December 31, 2021.

13 *See* Rathod Decl., Ex. 1, Agreement at ¶ II.2.B.1.

14 **C. Payment of Administrative Expenses, Attorneys' Fees & Costs, Service
15 Awards**

16 The Parties request that the Court appoint JND Legal Administration to serve as the Settlement
17 Administrator. JND is a highly respected and experienced Settlement Administrator, with experience
18 in administering complex litigation matters. Keogh Decl. ¶ 6-9. The Settlement Administrator's fees
19 and all other notice and administration costs of the settlement will be paid by LBN from the Settlement
20 Amount and be no greater than \$80,000. Rathod Decl., Ex. 1, Agreement ¶ IV.E.7. Defendant's counsel
21 recommended JND after soliciting bids from three highly reputable settlement administrators. After
22 receiving detailed bids from each, Defendant's counsel recommended JND because of JND's
23 experience and expertise, because JND submitted the most competitive bid, and because Defendant's
24 counsel believes that JND is best suited to take appropriate measures to ensure the privacy of class
25 member information that is especially sensitive for the immigrants that make up the Class in this case.
26 *Id.* ¶ 55. Class Counsel have had no prior engagement with JND. *Id.* ¶ 54. Class Counsel believe the
27 anticipated administrative costs, capped at \$80,000, are reasonable given the nationwide notice and
28 coordination of payments to the Payments Subclasses, as well as the anticipated number of Settlement
Class Members (estimated to be approximately 48,000, *see* Keogh Decl. ¶ 13). Rathod Decl. ¶ 55.
Defendant will pay the anticipated administrative costs, which represent only 2.5% of the total
\$3,200,000 Settlement Amount.

1 In addition, subject to the Court's approval and after the Class is notified and has had the
2 opportunity to object, Plaintiffs intend to request, and Defendant will not oppose, Service Awards to
3 each Class Representative in the amount of \$10,000, for a total of \$40,000. *Id.* ¶ III.B. The Service
4 Awards are designed to compensate Class Representatives for their time and effort undertaken in and
5 risks of pursuing this action, and their broader releases of claims against Defendant. Plaintiffs spent
6 substantial time on this action, have assisted with the investigation of this action and the drafting of the
7 complaint, have been in contact with counsel frequently, have prepared for, traveled to, and participated
8 in depositions, and have stayed informed of the status of this action, including settlement. Rathod Decl.
9 ¶ 54. Importantly, due to their immigration status, the risk to Plaintiffs in bringing this case goes beyond
10 that of many class action plaintiffs. *Id.* See also Newmark Decl. ¶¶ 25-28. Further, Plaintiffs worked
11 closely on litigation that was conducted in a language they did not speak. Newmark Decl. ¶¶ 25-28.
12 Also, the time that these Plaintiffs spent on this litigation at times took them away from their jobs that
13 were essential to maintaining their households. *Id.*

14 Class Counsel will also request at Final Approval of the Class Action Settlement, and Defendant
15 will not oppose, an award of attorneys' fees and expenses in an amount of twenty-five percent of the
16 total \$3.2 million Settlement Amount. Rathod Decl. ¶ 44. The Parties negotiated and reached an
17 agreement regarding fees and costs only after agreeing to all material terms of the Settlement. *Id.*
18 Additionally, while the settlement in this case includes substantial injunctive and programmatic relief,
19 Class Counsel's eventual fee request will only be based on twenty-five percent of the Settlement
20 Amount. That \$800,000 request will also compensate Class Counsel for expenses. In other words, Class
21 Counsel will not seek a separate award for costs. Counsel's eventual \$800,000 request is far below Class
22 Counsel's combined lodestar of \$1,689,048.35 and the \$68,648.62 they have expended in costs. *Id.* ¶¶
23 49-52. Class Counsel's request is subject to this Court's approval and will serve to compensate them for
24 the time, risk, and expense Counsel incurred pursuing claims on behalf of the Class Members. The
25 reasonableness of this request is discussed in Section V.D below.

26 **D. The Release of Settlement Class Members' Claims**

27 In exchange for these settlement benefits, each Named Plaintiff and each Class Member who
28 has not opted out of the Settlement Class shall release Defendant from the released claims, as further

1 set forth in the Settlement Agreement. Rathod Decl., Ex. 1, Agreement ¶ V.A. The Named Plaintiffs
2 will also release Defendants from all claims, known or unknown. Upon the effective date of the
3 settlement, Defendant will release Plaintiffs 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. *Id.* ¶ V.B.

5 **E. The Proposed Notice Plan Under the Settlement**

6 The Parties' proposed plan of notice is designed to reach as many Class Members as possible
7 and is the best notice practicable under the circumstances. The Proposed Notice Plan under the
8 settlement provides the following. Within fourteen days of entry of the Preliminary Approval Order,
9 Defendant shall provide the Settlement Administrator with access to the telephone numbers of the
10 Former and Current Program Participant Payments Subclass Members and the Sponsor Payments
11 Subclass Members for whom it has contact information. Rathod Decl., Ex. 1, Agreement ¶ IV.E.1.

12 Notice of the Settlement will be provided, within thirty days of the entry of the Preliminary
13 Approval Order, to the Class as follows: (1) direct Text Message Notice in both English and Spanish
14 to all Former and Current Program Participant Payments Subclass Members, and Sponsor Payments
15 Subclass Members, for whom Defendant has telephone numbers; (2) direct Postcard Notice to the
16 Subclass Members for whom text message notice and two additional message attempts or other
17 information indicates that the message did not reach the recipient; (3) published notice in *La Opinion*,
18 *El Sol*, and *El Mundo*; (4) mailed notice to the American Immigration Lawyers Association and
19 National Immigration Project of the National Lawyers Guild; and (5) publication of the Detailed Notice
20 on the Settlement Website. *Id.* ¶ IV.E, Exs. E-G.

21 The proposed notices inform Class Members about the proposed settlement, their rights as to
22 the \$3.2 million Settlement Amount, their rights to object or opt-out of the Settlement; and the
23 prospective request for Attorneys' Fees and Expenses and Service Awards. Rathod Decl., Ex. 1,
24 Agreement ¶ IV.C, Exs. E-G. The notices refer Class Members to the Settlement Website where they
25 can obtain the Detailed Notice providing more details about this litigation and the settlement, online
26 and printable versions of the procedures to request exclusion from the class, a fuller discussion of the
27 release, and methods to obtain additional information. *Id.* ¶ IV.E.5. The Settlement Website will also
28 contain a contact information page including: addresses and telephone numbers for the Settlement

1 Administrator, Class Counsel, and Defense Counsel; the Settlement Agreement; the date of the Final
2 Approval Hearing; the motion for approval of the Settlement; the applications for Attorneys' Fees and
3 Expenses and Service Awards; and other important documents in this litigation. *Id.* ¶ IV.E.6.

4 IV. LEGAL FRAMEWORK

5 The Ninth Circuit has a strong judicial policy that favors the settlement of class actions. *See In re*
6 *Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1269,
7 1276 (9th Cir. 1992). The settlement of complex cases greatly contributes to the efficient utilization of
8 scarce judicial resources and achieves the speedy provision of justice. “The claims, issues, or defenses
9 of a certified class may be settled . . . only with the court’s approval.” Fed. R. Civ. P. 23(e). A decision
10 “to approve or reject a settlement is committed to the sound discretion of the trial judge because [s]he
11 is exposed to the litigants, and their strategies, positions, and proof.” *In re Mego Fin. Corp.*, 213 F. 3d 454,
12 458 (9th Cir. 2000). “[T]o approve a class action settlement under Rule 23, a district court must conclude
13 that the settlement is ‘fundamentally fair, adequate, and reasonable.’” *Yahoo! Inc. Customer Data Sec. Breach*
14 *Litig.*, No. 16-MD-02752, 2019 WL 387322, at *4 (N.D. Cal. Jan. 30, 2019).

15 Rule 23(e) “require[s] a two step process for the approval of class action settlements: the Court
16 first determines whether a proposed class action settlement deserves preliminary approval and then,
17 after notice is given to class members, whether final approval is warranted.” *In re High-Tech Employee*
18 *Antitrust Litig.*, No. 11-cv-02509, 2014 WL 3917126, at *3 (N.D. Cal. Aug. 8, 2014) (internal quotation
19 marks omitted). Preliminary approval is appropriate where “the proposed settlement appears to be the
20 product of serious, informed, noncollusive negotiations, has no obvious deficiencies, does not
21 improperly grant preferential treatment to class representatives or segments of the class, and falls within
22 the range of possible approval.” *Ma v. Covidien Holding, Inc.*, No. SACV 12-02161, 2014 WL 360196, at
23 *10 (C.D. Cal. Jan. 31, 2014) (internal quotation marks omitted). “The question for preliminary approval
24 . . . is whether it is within the range of reasonableness.” *Id.* at *4 (internal quotation marks omitted).
25 While the factors under Rule 23(e) apply to final approval, the Court should also look to them to
26 evaluate preliminary approval. The factors include: (A) the adequacy of representation by Class Counsel
27 and the Named Plaintiffs; (B) whether the proposal was negotiated at arm’s length; (C) the adequacy of
28

1 the relief provided for the class; and (D) whether the proposal treats class members equitably relative
2 to each other. Fed. R. Civ. P. 23(e)(A)-(D).

3 At the settlement hearing, the Court will be asked to grant final approval to the Settlement
4 Agreement on behalf of the Settlement Class. Thus, at this preliminary approval stage and solely for
5 purposes of this settlement, the Court should determine that certification of the Settlement Class
6 appears to be appropriate. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Rule 23(a) sets
7 forth four prerequisites to class certification: (1) numerosity; (2) commonality; (3) typicality; and (4)
8 adequacy of representation. *Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1172 (9th Cir.
9 2010). In addition, the court must find that at least one of the three conditions of Rule 23(b) is satisfied.
10 *Id.* Under Rule 23(b)(3), the Court must find that the questions of law or fact common to the members
11 of the class predominate over any questions affecting only individual members and that a class action
12 is superior to other available methods for the fair and efficient adjudication of the controversy. *Id.*

13 **V. Argument**

14 **A. The Settlement Is Fair, Adequate, and Reasonable.**

15 Largely following the Federal Rule of Civil Procedure 23(e)(2)(C) and (D) factors for reviewing
16 the terms of a class action settlement, courts in the Ninth Circuit find that approval of a settlement and
17 notice to the class is appropriate when: “[1] the proposed settlement appears to be the product of
18 serious, informed, non-collusive negotiations, [2] has no obvious deficiencies, [3] does not improperly
19 grant preferential treatment to class representatives or segments of the class, and [4] falls within the
20 range of possible approval.” *Yahoo!*, 2019 WL 387322, at *4. As detailed below, the Settlement
21 Agreement meets this standard and therefore merits preliminary approval.

22 **1. The Settlement Is the Product of Arm’s Length Negotiations.**

23 The Ninth Circuit “put[s] a good deal of stock in the product of an arm’s-length, non-collusive,
24 negotiated resolution” in approving a class action settlement. *Rodriguez v. West Publ’g Corp.*, 563 F.3d
25 948, 965 (9th Cir. 2009). *See also* Fed. R. Civ. P. 23(e)(2)(B). Class settlements are presumed fair when
26 they are reached “following sufficient discovery and genuine arms-length negotiation,” both of which
27 occurred here. *See Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004)
28 (“*DIRECTV*”); 4 Newberg at § 11.24. “The extent of discovery [also] may be relevant in determining

1 the adequacy of the parties' knowledge of the case." *DIRECTV*, 221 F.R.D. at 527 (quoting Manual
2 for Complex Litigation, Third § 30.42 (1995)).

3 Before agreeing upon the terms of the Settlement Agreement, the Parties conducted a thorough
4 examination and investigation of the facts and law relating to the matters in this litigation. Such
5 investigation and discovery included requesting and receiving written discovery responses from LBN,
6 examining LBN's documents, and questioning LBN about its documents at a 30(b)(6) deposition.
7 Rathod Decl. ¶¶ 15-20. In addition, Defendant deposed the four Class Representatives, and Class
8 Counsel issued written document and deposition subpoenas to third-party surety companies. *Id.* ¶ 19.
9 Some of these third parties produced documents, which Plaintiffs analyzed before entering into the
10 Settlement Agreement. *Id.* Class Counsel also conducted outreach to, and received information from,
11 numerous Class Members and third-party witnesses, including former LBN employees, immigration
12 attorneys, and organizations that represent LBN clients and sponsors. *Id.*

13 Further, the Parties negotiated the proposed settlement in good faith with the assistance of
14 independent, experienced mediators, Hon. James R. Lambden of ADR Services, Inc. and Jill R. Sperber,
15 Esq. of Judicate West, during six all-day mediation sessions over the course of almost three years. "The
16 assistance of an experienced mediator in the settlement process confirms that the settlement is non-
17 collusive." *Adams v. Inter-Con Sec. Sys. Inc.*, No. C-06-5428 MHP, 2007 WL 3225466, at *3 (N.D. Cal.
18 Oct. 30, 2007).

19 2. The Settlement Has No Obvious Deficiencies.

20 In determining the likelihood of a plaintiff's success on the merits of a class action, "the district
21 court's determination is nothing more than an amalgam of delicate balancing, gross approximations and
22 rough justice." *Officers for Justice v. Civil Serv. Com.*, 688 F.2d 615, 625 (9th Cir. 1982) (internal quotation
23 marks omitted). The court may "presume that through negotiation, the Parties, counsel, and mediator
24 arrived at a reasonable range of settlement by considering Plaintiff's likelihood of recovery." *Garner v.*
25 *State Farm. Mut. Auto. Ins. Co.*, 2010 WL 1687832, at *9 (N.D. Cal. Apr. 22, 2010) (citing *Rodriguez*, 563
26 F.3d at 965).

27 The relief obtained by Plaintiffs in the Agreement is remarkable in that it secures the essential
28 relief Plaintiffs sought to accomplish in this litigation – injunctive relief ensuring that Defendants will

1 no longer engage in the challenged practices, and a substantial common fund for the Class. In that
2 regard, as detailed above, the settlement will provide, for example, translation of contracts, better
3 monitoring devices, and a reduction of the number of program participants that will have to wear
4 monitoring devices. *See* Rathod Decl., Ex. 1, Agreement ¶ II.B. In addition to the \$3.2 million common
5 fund, the settlement will also provide significant monetary relief in the form of total payment caps, and
6 discounts for on time payment, as well as discounts for consecutive payments. *Id.* ¶ II.A. Further,
7 because the Parties have agreed upon an experienced Settlement Administrator, the proposed method
8 of distributing relief is effective. *See* Fed. R. Civ. P. 23(e)(2)(C)(ii). Thus, the settlement does better than
9 achieving rough justice for Class Members. Indeed, especially given the extensive programmatic relief
10 provided by the settlement negotiated in this case, the benefits to the class members go beyond what
11 could have been achieved after a trial victory.

12 3. The Settlement Does Not Improperly Grant Preferential Treatment.

13 The Settlement Agreement treats Settlement Class Members fairly. *See* Fed. R. Civ. P.
14 23(e)(2)(D). Although the settlement divides Settlement Class Members into Subclasses, each of the
15 Subclasses receives substantial benefits and all Settlement Class Members are entitled to obtain relief
16 based on the group for which they qualify. Membership in the groups is determined by: (1) whether the
17 Class Member is a current or former program participant; (2) whether the Class Member has been
18 issued a Form I-391 [confirming that immigration proceedings have terminated for the program
19 participant]; and (3) whether the Class Member is a program participant or a sponsor.

20 This allocation plan treats all Class Members fairly based on the alleged harms they have
21 suffered and whether they will benefit from the changes to LBN's business practices going forward.
22 The plan fairly protects the interests of all parties by directing cash payments to former program
23 participants and sponsors who are no longer, or within six months of Final Approval will no longer be,
24 in immigration proceedings, and will therefore not benefit substantially from the prospective changes
25 to LBN's policies. In turn, current program participants and sponsors will benefit financially from the
26 debt relief, as well as the financial and non-financial changes to LBN's policies. *See In re MyFord Touch*
27 *Consumer Litig.*, No. 13-cv-03072-EMC, 2019 WL 1411510, at *9-10 (N.D. Cal. Mar. 28, 2019)
28 (approving settlement paying a lower amount in relation to the comparative weakness of certain claims).

1 Because this plan will treat Class Members equitably relative to each other, it should be approved as
2 fair, reasonable, and adequate.

3 Named Plaintiffs will receive relief from the Settlement Amount in accordance with the
4 allocation plan, and benefit from policy changes, in the same manner as all other Settlement Class
5 Members. Separately, Class Counsel will seek reasonable service awards to compensate the Named
6 Plaintiffs for their time and risks undertaken, and broader release of claims. The amounts sought by
7 Named Plaintiffs are well within the range of approval for class action settlements that provide
8 significant benefits to the class. *See* Fed. R. Civ. P. 23(e)(2)(c)(ii).

9 **4. The Settlement Falls within the Range of Possible Approval.**

10 “[T]o determine whether a settlement is fundamentally fair, adequate, and reasonable, the Court
11 may preview the factors that ultimately inform final approval: (1) the strength of the plaintiffs’ case; (2)
12 the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class
13 action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery
14 completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence
15 of a governmental participant; and (8) the reaction of class members to the proposed settlement.” *Harris*
16 *v. Vector Mktg. Corp.*, No. C-08-5198 EMC, 2011 WL 1627973, at *9 (N.D. Cal. Apr. 29, 2011) (citing
17 *Churchill Village v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)).

18 **a. The Strength of Plaintiffs’ Case, and Risk, Expense, 19 Complexity, and Likely Duration of Further Litigation**

20 Here, Class Counsel engaged in arm’s length negotiations with Defendant’s counsel, and was
21 thoroughly familiar with the applicable facts, legal theories, and defenses on both sides. Although
22 Plaintiffs and Class Counsel had confidence in Plaintiffs’ claims, a favorable outcome was not assured.
23 *Id.* ¶¶ 40-41. They recognize that they would face risks at class certification, summary judgment, and
24 trial, as well as in the pending appeal on this Court’s order on Defendant’s motion to compel arbitration
25 and dismiss certain claims. *Id.* Defendant vigorously denies Plaintiffs’ allegations and asserts that neither
26 Plaintiffs nor the Class suffered any harm or damages. Plaintiffs would also face risks in certifying a
27 class and maintaining class status through trial. Even assuming that the Court were to grant a motion
28 for class certification, Defendant could still move to decertify the Class at any time. *See In re Netflix*

1 *Privacy Litig.*, No. 5:11-CV-00379 EJD, 2013 WL 1120801, at *6 (N.D. Cal. Mar. 18, 2013) (“The notion
2 that a district court could decertify a class at any time is one that weighs in favor of settlement.”) (internal
3 citation omitted)).

4 In addition, Defendant have heavily litigated this case and would no doubt present a vigorous
5 defense at trial, continue with the pending appeal, and seriously consider any opportunities for future
6 appeals. There is no assurance that the Class would prevail or, even if they did, that they would be able
7 to obtain an award of damages more than achieved here absent such risks. Thus, in the eyes of Class
8 Counsel, the proposed Settlement provides Settlement Class Members with an outstanding opportunity
9 to obtain significant relief at this stage in the litigation. Rathod Decl. ¶¶ 42-43; Newmark Decl. ¶¶ 22-
10 23; Persinger Decl. ¶¶ 2-6. The Settlement Agreement also eliminates the risks that might prevent the
11 Class from obtaining any relief. *Id.* Notably here, Defendant has provided evidence of limited capital
12 that is unlikely to satisfy a judgment. *Id.*

13 **b. Risk of Maintaining Class Action Throughout Trial**

14 As referenced above, proceeding in this litigation in the absence of settlement poses various
15 risks such as failing to certify a class, having summary judgment granted against Plaintiffs, or losing at
16 trial. *See* Federal Judicial Center, Manual for Complex Litigation § 21.62, at 316 (4th ed. 2004); *Rodriguez*,
17 563 F.3d at 966, *Curtis-Bauer v. Morgan Stanley & Co., Inc.*, No. C 06-3903 TEH, 2008 WL 4667090, at
18 *4 (N.D. Cal. Oct. 22, 2008) (“Settlement avoids the complexity, delay, risk and expense of continuing
19 with the litigation and will produce a prompt, certain, and substantial recovery for the Plaintiff class.”).
20 Plaintiffs and Defendant vehemently disagree about the merits of Plaintiffs’ claims. For instance,
21 Defendant will likely contend that Plaintiffs and the Class were not injured by Defendant’s
22 representations and are legally barred from restitution, since they received the exact services they paid
23 for – the paying of their bonds and release from detention.

24 Plaintiffs and Class Counsel, after taking into account the foregoing along with other risks and
25 the costs of further litigation, are satisfied that the terms and conditions of this Settlement Agreement
26 are fair, reasonable, adequate, and equitable and that a settlement of the litigation and the prompt
27 provision of effective relief to the Settlement Class are in the best interests of the Settlement Class
28 Members. Rathod Decl. ¶ 48; Persinger Decl. ¶ 2; Newmark Decl. ¶¶ 22-23.

1 Class Counsel also expect that Defendant would likely appeal from a decision certifying the
2 Class pursuant to Rule 23(f), and/or move for decertification at a later date. “[C]onsummating this
3 Settlement promptly in order to provide effective relief to Plaintiff and the Class” eliminates these risks
4 by ensuring Class Members a recovery that is certain and immediate. *Johnson v. Triple Leaf Tea Inc.*, No.
5 3:14-cv-01570-MMC, 2015 WL 8943150, at *4 (N.D. Cal. Nov. 16, 2015).

6 Moreover, even if Plaintiffs prevailed at trial, there is a substantial likelihood that Class Members
7 would not be awarded significantly more than is offered to them under this Settlement. Assuming that
8 the Court granted class certification, prevailing at trial would require further risky litigation and likely
9 involve an expensive battle of experts. Defendants would certainly appeal any verdict favorable to the
10 Class, resulting in further delay and the risk that a favorable verdict would be overturned on appeal. By
11 settling, Plaintiffs and the Settlement Class avoid these risks, as well as the delays and the risks of the
12 appellate process.

13 **c. Amount Offered in Settlement**

14 Here, Class Representatives and Class Counsel secured for the Settlement Class a settlement that
15 provides a \$3.2 million common fund in cash and debt relief, as well as extensive injunctive relief with
16 significant financial and non-monetary benefits for the Class. Besides its substantial size in absolute
17 numbers, the Settlement Fund is also reasonable in relation to the Settlement Class’s potential damages.
18 *See, e.g., Officers for Justice*, 688 F.2d at 628 (“It is well-settled law that a cash settlement amounting to only
19 a fraction of the potential recovery does not per se render the settlement inadequate or unfair.”); *Custom*
20 *LED, LLC v. eBay, Inc.*, No. 12-cv-00350-JST, 2014 WL 2916871, at *4 (N.D. Cal. June 24, 2014)
21 (“[C]ourts have held that a recovery of only 3% of the maximum potential recovery is fair and
22 reasonable . . .”).

23 After Court-approved fees and costs, service awards, and the costs of notice are deducted from
24 the \$3.2 million settlement, the approximate \$2.28 million remaining in the fund will be distributed to
25 the Former and Current Program Participant Subclass and the Sponsor Payment Subclass.⁴ Of the
26

27 ⁴ The approximate \$2.28 million is calculated by subtracting \$800,000 in fees and costs, \$80,000 for
28 capped notice expenses, and \$40,000 in service awards from the \$3.2 million Settlement Amount.

1 remaining amount after the deduction of fees, costs, service awards, and notice costs, \$750,000 is
2 specifically set aside for cash payments.⁵ The rest of the fund will be distributed as debt relief.

3 While the Settlement Amount provides extensive monetary relief from the fund to the Former
4 and Current Program Participant Payments Subclasses, the estimated maximum damage for Plaintiffs
5 and the putative class is difficult to quantify, for several reasons. It is unlikely that Plaintiffs would be
6 able to receive a total refund because they would have to demonstrate that the benefit Defendant
7 conferred had “no value to them.” *In re Tobacco Cases II*, 240 Cal. App. 4th 779, 795, 192 Cal. Rptr. 3d
8 881 (2015) (emphasis in original). Because it would be difficult to prove that monthly payments should
9 be fully refunded, the only potential restitution left would be related to Plaintiffs’ UCL claim that
10 Defendant violated the insurance code, or in other words, the amounts that Class members incurred
11 when Defendant connected them with a bondsman. This theory too would have faced significant risk
12 because that amount would only be recoverable assuming that (1) the Court certified the same class
13 period as the Settlement Class period; (2) Plaintiffs survived summary judgment on all elements and
14 also convinced a jury that liability was proven, and (3) the Court and jury accepted Plaintiffs’ damage
15 theory, including proof of damages as to each injury alleged in this case. Anything less than a complete
16 victory on each point would decrease recoverable damages, and each element at issue continues to be
17 strongly contested by Defendant. The amount is therefore fair given the substantial risks that Plaintiffs
18 would face prior to and at trial.

19 In addition to the monetary benefits, the Settlement Agreement provides critical injunctive relief,
20 both financial and non-monetary, sought by Plaintiffs and the Class since the filing of this lawsuit,
21 including: (1) translation and posting of documents in written and audio formats; (2) clear and concise
22 contract terms; (3) policies to ensure meaningful review of contracts by program participants and their

23 _____
24 ⁵ At this time, it is difficult to estimate the amount that will be awarded to each member of the Former
25 and Current Program Participant Payments, and Sponsor Payments, Subclasses. As of September 4,
26 2019, approximately 2,214 program participants had completed their immigration proceedings and their
27 participation in Defendant’s program. Thus, if the remainder of the Settlement Amount was divided
28 today, the amount per participant/sponsor pair would be around \$340 in cash payments. However, the
settlement is designed so that it will capture participants who finish their immigration proceedings and
their participation in Defendant’s program within six months of final approval. As the number of
participants who finish their participation in Defendant’s program increases, the amount awarded to
each member in cash payments will go decrease.

1 sponsors; (4) a substantial reduction in the percentage of participants required to wear ankle monitors
2 and commitments not to increase that percentage, to use best efforts to reduce the percentage going
3 forward, and to transition away from ankle monitors altogether by December 31, 2021; (5) a transition
4 of all participants wearing an ankle monitor to a technologically updated monitor that is substantially
5 less burdensome on the wearer (and does not require anyone to tether themselves to an electrical outlet);
6 (6) a removal of any language threatening contact with ICE or immigration detention; (7) modification
7 of the criminal prosecution language in LBN's contract; (8) a commitment to annual fee waivers of at
8 least \$150,000; (8) the prompt removal of ankle monitors for pregnancy or other medical reasons; (9)
9 the removal of GPS monitors and stop of all monthly payments, upon termination of immigration
10 proceedings; (10) an on-time and in-full payment discount to limit the maximum monthly payment to
11 \$415 (less than the \$420 amount charged by LBN at the time this lawsuit was filed, and substantially
12 less than the \$475 amount now charged to many participants); (11) a consecutive payment discount to
13 further reduce the monthly payment amount; and (12) a total payment cap (implemented following
14 *preliminary* approval) to limit the total monthly payments to the face amount of the immigration bond.

15 Indeed, the alleged claims in this action were largely focused on this critically needed injunctive
16 relief – *e.g.*, translating contracts, refraining from immigration-related threats, and removing
17 burdensome ankle monitors that required Class Members to stay in one place while charging. Plaintiffs
18 and Class Counsel therefore prioritized and fought hard to obtain the Settlement's substantial injunctive
19 relief.

20 Importantly, Defendant also provided evidence of serious financial difficulties significantly
21 impacting their ability to pay. Separately, Class Counsel obtained extensive financial documents –
22 through third-party subpoenas and documents filed in separate legal actions against Defendant – further
23 documenting these financial issues. Plaintiffs and Class Counsel therefore reasonably considered these
24 financial issues in assessing the Settlement and determined that any “total victory” in this case – likely
25 after many more years of litigation and appeals – would almost certainly be on paper only.

26 **d. Class Counsel's Experience**

27 Although not articulated as a separate factor in Rule 23(e), courts have given considerable
28 weight to the opinion of experienced and informed counsel who support settlement. *See DIRECTV*,

1 221 F.R.D. at 528; *In re NVIDIA Corp. Derivative Litig.*, No. C-06-06110-SBA, 2008 WL 5382544, at *3
 2 (N.D. Cal. Dec. 22, 2008); *Kirkorian v. Borelli*, 695 F. Supp. 446, 451 (N.D. Cal. 1988). In deciding
 3 whether to approve a proposed settlement of a class action, “[t]he recommendations of plaintiffs’
 4 counsel should be given a presumption of reasonableness.” *Stewart v. Applied Materials, Inc.*, No. 15-cv-
 5 02632-JST, 2017 WL 3670711, at *6 (N.D. Cal. Aug. 25, 2017). Deference to Class Counsel’s evaluation
 6 of the Settlement is proper because “[p]arties represented by competent counsel are better positioned
 7 than courts to produce a settlement that fairly reflects each party’s expected outcome in litigation.”
 8 *Rodriguez*, 563 F.3d at 967. Here, the Settlement was negotiated by counsel with extensive experience in
 9 consumer, immigrants’ rights, and other class action litigation. Rathod Decl. ¶ 32; Persinger Decl. ¶ 7,
 10 Ex. 1; Newmark Decl. ¶¶ 3-21. Based on their experience, including comparable cases that they have
 11 settled, Class Counsel concluded that the Settlement provides exceptional results for the Class while
 12 sparing the Class from the uncertainties of continued and protracted litigation. Rathod Decl. ¶ 39;
 13 Persinger Decl. ¶¶ 4-5; Newmark Decl. ¶ 22.

14 **F. The Court Should Provisionally Certify the Class.**

15 The Ninth Circuit has recognized that certifying a settlement class to resolve consumer lawsuits
 16 is a common occurrence. *Hanlon*, 150 F.3d at 1019. When presented with a proposed settlement, a court
 17 must first determine whether the proposed settlement class satisfies the requirements for class
 18 certification under Rule 23. In assessing those class certification requirements, a court may consider
 19 that there will be no trial. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (“Confronted with a
 20 request for settlement-only class certification, a district court need not inquire whether the case, if tried,
 21 would present intractable management problems . . . for the proposal is that there be no trial.”) Here,
 22 the Classes, defined in Section III.A above, meet the requirements of Rule 23(a) and (b).

23 **1. The Settlement Class Satisfies Rule 23(a).**

24 **a. Rule 23(a)(1): Numerosity**

25 The first requirement for maintaining a class action is that its members are so numerous that
 26 joinder of all members would be “impracticable.” *See* Fed. R. Civ. P. 23(a)(1). “As a general matter,
 27 courts have found that numerosity is satisfied when class size exceeds 40 members, but not satisfied
 28 when membership dips below 21.” *Slaven v. BP Am., Inc.*, 190 F.R.D. 649, 654 (C.D. Cal 2000). Here,

1 the proposed Class consists of thousands of members. Accordingly, numerosity is established.

2 **b. Rule 23(a)(2): Commonality**

3 The second requirement of Rule 23 is the existence of “questions of law or fact common to the
4 class.” Fed. R. Civ. P. 23(a)(2). Commonality is established if Plaintiffs’ and Class Members’ claims
5 “depend on a common contention . . . capable of class-wide resolution . . . meaning that determination
6 of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one
7 stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011). Because the commonality
8 requirement may be satisfied by a single common issue, it is easily met. 1 Newberg on Class Actions §
9 3.10, at 3-50 (1992); *Quintero v. Mulberry Thai Silks, Inc.*, No. C 08-02294 MHP, 2008 WL 4666395, at *3
10 (N.D. Cal. Oct. 21, 2008) (“In the Ninth Circuit, the requirements of Rule 23(a)(2) are to be construed
11 permissively.” (internal quotation marks omitted)).

12 Here, all of the Class Members’ claims arise from a common nucleus of facts and are based on
13 the same legal theories. Plaintiffs allege that Defendant followed common policies and practices to
14 misrepresent the amount and nature of fees and other aspects of its services, and failed to provide
15 Spanish translations. Commonality is satisfied by the existence of these common factual issues. *See, e.g.*,
16 *Forcellati v. Hyland’s, Inc.*, No. CV 12-1983-GHK, 2014 WL 1410264, at *9 (C.D. Cal. Apr. 9, 2014)
17 (“Because a determination of the truth or falsity of Defendant[s]’ representation of [the products]’
18 efficacy will resolve an issue that is central to the validity of each one of the claims in one stroke,’ and
19 the products’ efficacy can be established on a class-wide basis through . . . expert testimony, Plaintiffs
20 have sufficiently shown commonality.” (alterations in original)); *Zeisel v. Diamond Foods, Inc.*, No. C 10-
21 01192 JSW, 2011 WL 2221113, at *7 (N.D. Cal. June 7, 2011); *Chavez v. Blue Sky Natural Beverage Co.*,
22 268 F.R.D. 365, 377 (N.D. Cal. 2010).

23 Second, Plaintiffs’ claims are brought under legal theories common to the Class as a whole.
24 Alleging a common legal theory alone is enough to establish commonality. *See Hanlon*, 150 F.3d at 1019
25 (“All questions of fact and law need not be common to satisfy the rule. The existence of shared legal
26 issues with divergent factual predicates is sufficient, as is a common core of salient facts coupled with
27 disparate legal remedies within the class.”). Here, all of the legal theories asserted by Plaintiffs are
28 common to all Class Members. Thus, commonality is satisfied.

1 expertise in prosecuting complex class actions, including for consumer fraud and immigrants' rights.
2 Accordingly, Rule 23(a)(4) is satisfied.

3 **2. Predominance of Common Questions and Superiority of a Class Action**

4 In addition to meeting the prerequisites of Rule 23(a), Plaintiffs must meet one of the three
5 requirements of Rule 23(b) to certify the proposed class. *See Zinser v. Accufix Research Inst., Inc.*, 253 F.3d
6 1180, 1186 (9th Cir. 2001). Under Rule 23(b)(3), a class action may be maintained if “the court finds
7 that the questions of law or fact common to the members of the class predominate over any questions
8 affecting only individual members, and that a class action is superior to other available methods for
9 fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). Certification under Rule
10 23(b)(3) is appropriate and encouraged “whenever the actual interests of the parties can be served best
11 by settling their differences in a single action.” *Hanlon*, 150 F.3d at 1022.

12 **Here**, the proposed Class is well-suited for certification under Rule 23(b)(3) because questions
13 common to all Class Members predominate over questions affecting only individual Class Members.
14 Predominance exists “[w]hen common questions present a significant aspect of the case and they can
15 be resolved for all members of the class in a single adjudication.” *Hanlon*, 150 F.3d at 1022.

16 In this case, common questions of law and fact exist and predominate over any individual
17 questions, such as: (1) whether Defendant engaged in unfair, unlawful, and/or fraudulent business
18 practices under California law; (2) whether Defendant misrepresented and/or failed to disclose material
19 facts; (3) whether Defendant made false or misleading statements of facts; (4) whether Defendant’s
20 conduct was intentional and knowing; and (5) whether Plaintiffs and the Class have been injured by the
21 wrongs complained of, and if so, whether Plaintiffs and the Class are entitled to damages, injunctive,
22 and/or other equitable relief, including restitution or disgorgement, and if so, the nature and amount
23 of such relief. Specifically, Plaintiffs allege that Defendant made misrepresentations and omissions, and
24 failed to provide Spanish translations, through its standard form contracts and policies. Because these
25 contracts and policies were the same classwide, the claims turn on the same common questions of law
26 and fact.

27 **Further**, a class action is superior to other available means for the fair and efficient adjudication
28 of the claims of the Settlement Class Members. The individual Class Members lack the resources to

1 undergo the burden and expense of individual prosecution of the complex and extensive litigation
2 necessary to show Defendant's liability. This is particular true here for the Settlement Class of current
3 and former immigrant detainees and their sponsors, who are likely to be low-income and face linguistic,
4 cultural, and geographic barriers to pursuing their own claims. In addition, individualized litigation
5 increases the delay and expense to all parties and multiplies the burden on the judicial system presented
6 by the complex legal and factual issues of this case. Individualized litigation also presents a potential for
7 inconsistent or contradictory judgments. In contrast, a class action presents far fewer management
8 difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive
9 supervision by a single court. Moreover, since this action will now settle, the Court need not consider
10 issues of manageability relating to trial. *See Amchem*, 521 U.S. at 620 ("Confronted with a request for
11 settlement-only class certification, a district court need not inquire whether the case, if tried, would
12 present intractable management problems, see Fed. Rule Civ. Proc. 23(b)(3)(D), for the proposal is that
13 there be no trial.").

14 **G. The Proposed Notice Is Adequate and Should be Approved.**

15 Upon preliminary approval, notice must be directed to Class Members. For class actions
16 certified under Rule 23(b)(3), including settlement classes like this one, "the court must direct to class
17 members the best notice that is practicable under the circumstances, including individual notice to all
18 members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). In addition,
19 Rule 23(e)(1) applies to any class settlement and requires the court to "direct notice in a reasonable
20 manner to all class members who would be bound by a proposal." Fed. R. Civ. P. 23(e)(1).

21 When a court is presented with class notice pursuant to a settlement, both the class certification
22 notice and notice of settlement may be combined in the same notice. Manual for Complex Litigation,
23 § 21.633 at 321-22 ("For economy, the notice under Rule 23(c)(2) and the Rule 23(e) notice are
24 sometimes combined."). This notice allows Settlement Class Members to decide whether to opt out of
25 or take part in the class, or object to the settlement and argue against final approval by the Court. *Id.*
26 The proposed Class Notice here informs the Class of their rights and includes a comprehensive plan
27 for direct notice, via Text Message Notice or, alternatively, Postcard Notice for those Class Members
28 for whom Defendant has contact information, Published Notice, targeted Notice to organizations for

1 immigration attorneys who represent Class Members, Online Notice, and a Settlement Website, and
2 constitutes the best notice practicable under the circumstances. *See* Agreement at ¶ IV.E, Exs. D-G.

3 The Class Notice accurately informs Class Members of the important terms of the Settlement,
4 the Class to be certified, the date and location of the Final Approval Hearing, and the rights of all
5 parties, including the rights to file objections and to opt out of the Class (and how to do both). The
6 Class Notice here therefore satisfies both the substantive and manner of distribution requirements of
7 Rule 23 and due process. Accordingly, Plaintiffs respectfully request that this Court approve the notice
8 outlined in the Settlement Agreement.

9 **H. The Fees, Costs, and Service Awards to be Requested are Reasonable.**

10 Though “[t]he court will not approve a request for attorneys’ fees until the final approval hearing,
11 . . . class counsel should include information about the fees they intend to request and their lodestar
12 calculation in the motion for preliminary approval.” N.D. Cal., Procedural Guidance for Class Action
13 Settlements. Class Counsel will petition the Court for an award of fees and costs in the amount of
14 \$800,000, based on the common fund method of calculations. This is twenty-five percent (25%) of the
15 common fund, *i.e.*, the direct monetary benefit to all members of the Class, and a significantly smaller
16 percentage than courts often approve and of the Settlement’s total measurable value counting monetary
17 and non-monetary benefits from the injunctive relief. *See In re Lidoderm Antitrust Litig.*, No. 14-md-
18 02521-WHO, 2018 WL 4620695, at *4 (N.D. Cal. Sep. 20, 2018) (noting that “a fee award of one-third
19 is within the range of awards in this Circuit,” and collecting cases).

20 “In common fund cases where the settlement or award creates a large fund for distribution to
21 the class, the district court has discretion to use either a percentage or lodestar method,” when
22 evaluating class counsel’s request for attorney fees. *Fishman v. Tiger Nat. Gas Inc.*, No. C 17-05351 WHA,
23 2019 WL 2548665, at *4 (N.D. Cal. June 20, 2019) (internal quotation marks omitted). The Ninth
24 Circuit has established “25% of the common fund as a benchmark award for attorney fees.” *Id.* at *11.
25 In this case, Class Counsel seek twenty-five percent of only the Settlement Amount.

26 In addition, “[a]ttorneys who create a common fund are entitled to the reimbursement of
27 expenses they advanced for the benefit of the class.” *Vincent v. Reser*, No. C 11-03572 CRB, 2013 WL
28

1 621865, at *5 (N.D. Cal. Feb. 19, 2013); *see also* Fed. R. Civ. P. 23(h). Here, Class Counsel makes no
2 separate request for their expenses, totaling \$68,648.64.

3 Class Counsels' request also represents a substantial discount on their reasonable lodestar.
4 Specifically, Class Counsel have spent hundreds of hours on the case, for a total lodestar of
5 \$1,689,048.35 applying reasonable hourly rates. The request for twenty-five percent (25%) of the
6 common fund therefore represents only forty-seven percent (47%) of Class Counsel's reasonable
7 lodestar.

8 Finally, Plaintiffs will petition the Court for service awards of \$10,000 for the four Class
9 Representatives (\$40,000 total). In support of this application, Plaintiffs will evidence their substantial
10 time invested in the matter, personal risks, and contributions to the sizeable settlement, as well as their
11 broader releases of claims against Defendant. *See, e.g., Coates v. Farmers Grp., Inc.*, No. 15-cv-01913-LHK,
12 2016 WL 5791413, at *1 (N.D. Cal. Sep. 30, 2016) (approving service awards from \$10,000 to \$25,000
13 per plaintiff as "reasonable given the risks these Plaintiffs assumed and the amount of time they spent
14 in conjunction with prosecuting this case"); Rathod Decl. at ¶ 54 (detailing the significant Plaintiff
15 involvement including by producing discovery (including electronic discovery such as text messages),
16 attending deposition, and assisting counsel with the case in investigation, litigation, and mediation);
17 Newmark Decl. ¶¶ 25-28 (same).

18 VI. CONCLUSION

19 For the foregoing reasons, Class Counsel respectfully request that the Court: (1) grant
20 preliminary approval of the Settlement; (2) conditionally certify the Class for settlement purposes only;
21 (3) designate Plaintiffs as Class Representatives, and appoint Class Counsel as counsel for the Class; (4)
22 appoint JND Legal Administration as the Settlement Administrator; (5) schedule a Final Approval
23 Hearing; (6) approve procedures for and forms giving Class Notice to members of the Class; (7)
24 mandate procedures and deadlines for exclusion requests and objections.

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Dated: June 2, 2020

Respectfully submitted,

/s/ Annick M. Persinger
ANNICK M. PERSINGER, SBN 272996
MAREN I. CHRISTENSEN, SBN 320013
TYCKO & ZAVAREEI LLP
1970 Broadway, Suite 1070
Oakland, CA 94612
Telephone (510) 254-6808
Facsimile (202) 973-0950
apersinger@tzlegal.com
mchristensen@tzlegal.com

JESSE NEWMARK, SBN 247488
AIDIN CASTILLO, SBN 280262
CENTRO LEGAL DE LA RAZA
3022 International Blvd., Suite 410
Oakland, CA 94601
Telephone (510) 437-1863
jnewmark@centrolegal.org
acastillo@centrolegal.org

NICHOLAS A. MIGLIACCIO, *pro hac vice*
JASON S. RATHOD, *pro hac vice*
MIGLIACCIO & RATHOD LLP
412 H St NE, Suite 302
Washington DC 20002
Telephone (202) 470-3520
nmigliaccio@classlawdc.com
jrathod@classlawdc.com

Attorneys for Plaintiffs

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JUAN QUINTANILLA VASQUEZ,
GABRIELA PERDOMO ORTIZ, and
VICTOR HUGO CATALAN MOLINA,
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

**DECLARATION OF JASON S. RATHOD
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

Hon. Claudia Wilken

1 I, Jason S. Rathod, declare as follows:

2 1. I am an attorney at law licensed to practice in the District of Columbia and the State
3 of Illinois. I am also admitted *pro hac vice* in this matter and a partner at Migliaccio & Rathod LLP
4 (“M&R”), counsel of record for Plaintiffs. I submit this declaration in support of Plaintiff’s Motion for
5 Preliminary Approval of Class Settlement and Approval of Notice to Class of Settlement. Unless
6 otherwise noted, I have personal knowledge of the facts set forth in this declaration and could and
7 would testify competently to them if called upon to do so.

8 2. Attached hereto as **EXHIBIT 1** is a true and correct copy of the Class Action
9 Settlement Agreement.

10 3. This declaration addresses: (a) the history of this litigation, which includes a summary
11 description of the legal services provided by M&R and co-counsel in this litigation to date; (b)
12 evaluation of the proposed settlement; (c) the risks borne by Plaintiffs’ counsel; (d) the lodestar of
13 M&R; (e) Plaintiffs’ counsel’s continuing obligations in this litigation and under the Settlement
14 Agreement, a true and correct copy of which is attached hereto as **EXHIBIT 1**; (f) the Service Award
15 request for Plaintiffs; and (g) other information required by the Northern District of California’s
16 Procedural Guidance for Class Action Settlements.

17 **A. History of this Litigation**

18 4. While a thorough detailing of work performed in a case is often reserved for the final
19 approval stage, I thought the Court would benefit from understanding the work performed at this
20 stage as well. The work detailed below is from my perspective and I am certain that my co-counsel can
21 and, at the final approval stage, will further detail the work it performed as well.

22 5. M&R began investigating the subject matter of this lawsuit in November 2016 after
23 Jeff Kaniel, a former attorney at the firm of one of my co-counsel, Tycko & Zavareci (“T&Z”), and I
24 became aware of a number of the facts underlying the complaint.

25 6. In November and December of 2016, and January and February of 2017, I spoke and
26 exchanged emails with representatives of several immigrants’ rights non-profit organizations from
27 across the country as part of our further investigation. This outreach often occurred in coordination
28 with Mr. Kaniel at T&Z. This included an in-person meeting with representatives from two prominent

1 immigrant rights organizations based in Washington D.C. I personally also had at least a half dozen
2 telephone conversations with attorneys in similar organizations based in different parts of the U.S. In
3 some of these conversations I spoke with the attorneys' clients who had contracts with LBN and had
4 M&R's then law clerk and now associate, Ashley Pileika, assist with translation. These conversations
5 were an important part of gathering background information on LBN, its operations, and how it
6 impacted the clients of organizations that provide direct services to immigrant clients. Throughout the
7 investigation, I regularly conferred with my law partner Nicholas Migliaccio about the nature of the
8 potential case and strategies for moving forward.

9 7. In early December of 2016, I began corresponding with Aidin Castillo, now the
10 directing attorney of the Immigrants' Rights Program at Centro Legal de la Raza ("Centro Legal"),
11 who is also co-counsel in this case. She had clients with ankle monitors through LBN and I learned
12 more about LBN's practices from her extensive experience in immigration law and the specific facts
13 impacting her clients. On a few occasions, I was able to speak with the clients on the phone with Ms.
14 Castillo's assistance.

15 8. In early 2017, M&R, T&Z, and Centro Legal (collectively, "Plaintiffs' counsel")
16 formalized a co-counsel agreement and began jointly representing Mr. Juan Quintanilla Vasquez and
17 Ms. Gabriela Perdomo Ortiz in this putative class action litigation. To ensure that the clients fully
18 comprehended the nature of our representation and their responsibilities as class representatives, M&R
19 arranged and paid for a professional Spanish translation of its multi-page class action retainer, and Ms.
20 Castillo reviewed the retainer agreement with them.

21 9. The Complaint was finalized in mid-February in coordination with Centro Legal,
22 including attorneys Ms. Castillo and Mr. Jesse Newmark, the litigation director at Centro Legal, and
23 T&Z, including attorneys in its Oakland office such as Ms. Annick Persinger. The Complaint was filed
24 on February 15, 2017.

25 10. On March 3, 2017, an LBN representative reached out to Plaintiff Vasquez to say that
26 LBN would be at his home in two hours to remove his ankle monitor. Plaintiff Vasquez informed
27 Plaintiffs' counsel. Plaintiffs' counsel immediately reached out to LBN to inquire about the reason for
28 the removal and the associated paperwork that it would require Plaintiff Vasquez to sign. Plaintiffs'

1 counsel also advised LBN that it should not go to Plaintiff Vasquez's home to remove the ankle
2 monitor until Plaintiffs' counsel could be present.

3 11. For the next few months, I and other Plaintiffs' counsel continued to investigate the
4 factual circumstances surrounding the claims, including by having further conversations with other
5 non-profit organizations. Plaintiffs' counsel also prepared Freedom of Information Act requests that
6 were sent to different federal governmental agencies to try to fortify and expand the factual allegations.

7 12. In April and May of 2017, Plaintiffs' counsel worked collaboratively on amending the
8 Complaint to, among other things, add Mr. Victor Hugo Catalan Molina as an additional named
9 plaintiff and add additional claims. That First Amended Complaint was filed on May 3, 2017.

10 13. In May, Plaintiffs' counsel conferred internally and with defense counsel in advance of
11 the parties' Joint Case Management Statement and the Initial Case Management Conference, which
12 took place on May 23, 2017.

13 14. To resolve a dispute with LBN, Plaintiffs agreed to amend the Complaint and remove
14 certain claims. On May 10, 2017, LBN moved to partially dismiss the Complaint and to compel
15 arbitration.

16 15. Plaintiffs engaged in extensive discovery related to the motion to compel arbitration.
17 M&R edited discovery requests and the 30(b)(6) notice, both of which T&Z took the lead in preparing.
18 M&R took the lead in preparing the objections to the discovery requests served by Defendant on
19 Plaintiffs, and worked with Centro Legal to provide substantive responses to the requests and
20 assemble the document production. The document production was comprehensive and included
21 electronically stored information such as text messages between Plaintiffs and Defendant.

22 16. I second-chaired the 30(b)(6) deposition of Libre by Nexus in northern Virginia, which
23 was taken by T&Z, and which was focused on arbitration issues, but also elicited critical information
24 about the nature of Defendant's business operations and information systems, guiding future discovery
25 from Defendant as well as third party discovery. As second chair, I prepared a set of questions to be
26 asked about Defendant's operations, and conferred with Mr. Kalil of T&Z on breaks about asking
27 additional questions to glean further information.

1 17. Following the 30(b)(6) deposition, I prepared a detailed deficiency letter that was sent
2 to LBN about gaps in its discovery production, including deficiencies revealed by the 30(b)(6)
3 deposition. Plaintiffs' counsel met and conferred with Defendant about these deficiencies, prompting a
4 supplemental production. In this initial phase of litigation, Defendant ultimately produced over 7,000
5 documents.

6 18. In the summer of 2017, Defendant also deposed each Plaintiff as well as sponsor co-
7 signers of Plaintiffs, including Kevin Calderon, who is named as an additional Plaintiff in the
8 settlement Complaint. T&Z and Centro Legal took the lead in preparing the Plaintiffs and co-signers
9 for deposition and defended the depositions, which took place in Oakland, California. M&R assisted in
10 the preparation of the depositions.

11 19. In July 2017, I prepared several document and deposition subpoenas to third parties,
12 including bond and surety companies, that Defendant had worked with. After the subpoenas were
13 finalized, M&R arranged for service and took the lead in conferring with the targets of the subpoenas
14 over time. Around this time, I also know that my co-counsel corresponded and met with a former
15 employee of LBN to gather additional information.

16 20. On August 1, 2017, Plaintiffs filed their opposition to Defendant's Partial Motion to
17 Dismiss, on which T&Z took the lead and M&R and Centro Legal provided input on as well. The
18 litigation was stayed by stipulation on August 10, 2017 for private mediation. Plaintiffs' counsel
19 collaboratively drafted a comprehensive mediation statement. In advance of the mediation in San
20 Francisco before Hon. James A. Lambden, Plaintiffs' counsel, myself included, had an in-person
21 meeting among themselves in Oakland, California, followed by an in-person meeting with Defendant
22 and defense counsel. The parties then had an all-day session in San Francisco before Judge Lambden
23 on October 10, 2017, which was unsuccessful.

24 21. In October 2017, Plaintiffs received a civil investigative demand ("CID") from the
25 federal Consumer Financial Protection Bureau ("CFPB"). M&R and Centro Legal took the lead in
26 responding to the CID, including by assembling the relevant information and redacting sensitive
27 material.

1 22. On November 29, 2017 and January 25, 2018, the case was again stayed by stipulation
2 as the parties continued settlement negotiations and another mediation before Judge Lambden, on
3 March 29, 2018.

4 23. In preparation for the mediation, and in the event that mediation failed, M&R
5 researched the viability of various avenues of liability and damages and also took the lead on preparing
6 the revised mediation statement. Plaintiffs' counsel collaboratively strategized in advance of the
7 mediation.

8 24. Another all-day mediation session took place in San Francisco on March 29, 2018
9 before Judge Lambden but was unsuccessful.

10 25. Following breakdown in settlement discussions, Defendant re-noticed its Motions to
11 Dismiss and to Compel Arbitration. Defendant also filed a Motion for Sanctions under Rule 11.
12 Plaintiffs opposed all of the motions and counsel worked collaboratively on the opposition to the
13 Motion to Compel arbitration, which was not previously filed, with M&R, T&Z, and Centro Legal
14 each taking different substantive portions of the brief.

15 26. The Court held oral argument on the motions on August 14, 2018. Ms. Persinger of
16 T&Z and Mr. Newmark of Centro Legal appeared and argued at the hearing for Plaintiffs. I assisted in
17 preparing co-counsel for the argument, including with strategy calls and exchanging emails about the
18 likely arguments we would face and the best responses to present. On August 20, 2019, the Court issued
19 its order largely denying Defendant's motions.

20 27. Beginning in August 2018, I also worked closely with my associate, Erick Quezada, to
21 review the discovery produced by Defendant to-date, identify additional areas of discovery, and draft a
22 First Set of Interrogatories and Second Set of Requests for Production of Documents. Plaintiffs'
23 counsel collaborated in reviewing and finalizing the requests, which were served on Defendant by
24 T&Z on September 24, 2018.

25 28. In September 2018 Defendant filed a notice of appeal of the Court's order denying
26 Defendant's motion to compel arbitration and, in October, filed a motion for leave to appeal the order
27 denying the motion to dismiss, as well as a motion to stay pending appeal.

1 29. Plaintiffs opposed the motions. M&R took the lead in opposing the motion to stay,
2 while T&Z took the lead in opposing the motion for leave, with all counsel providing feedback on the
3 respective oppositions.

4 30. In September and October 2018, I continued to research an alternative avenue of
5 liability under the Unfair Competition Law (“UCL”) and drafted an amendment to the Complaint as
6 well as a motion for leave reflecting this theory. That motion was filed on October 29, 2018. That
7 same day I filed a motion to extend the discovery deadlines because, in part, Defendant still had to
8 meaningfully respond to Plaintiffs’ discovery requests.

9 31. In October 2018, Defendant substituted Michael Hassen for its previous counsel. In
10 connection with the motions filed and also with outstanding discovery, I met and conferred with Mr.
11 Hassen and occasionally Ms. Mary Donne Peters, who has represented Defendant throughout the
12 litigation. In the course of these conversations, settlement discussions were revisited.

13 32. In October and November, I had several settlement discussions with Mr. Hassen and
14 exchanged settlement term sheets. We had one in-person meeting between us in Washington D.C. to
15 advance the discussions and another all-day meeting with Mr. Hassen, Ms. Peters, myself, and my
16 partner, Mr. Migliaccio in Washington D.C. The parties moved closer to resolution and had another
17 all-day session in San Francisco, CA on December 12, 2018, which included Mr. Migliaccio and me as
18 well as T&Z and Centro Legal. The parties were yet again unable to reach agreement but continued to
19 engage in settlement discussions and exchange term sheets.

20 33. In January, the parties agreed that the assistance of a mediator could help them finalize
21 a settlement. By stipulation, on February 28, 2019, the parties stayed discovery for another mediation
22 before Judge Lambden. In advance of the mediation, the parties continued to exchange term sheets
23 and discuss settlement in an attempt to narrow the areas of disagreement. M&R also took the lead on
24 preparing the supplemental mediation statement and exhibits. On March 15, the parties had a full-day
25 mediation session in San Francisco with Judge Lambden but were unable to reach agreement.

26 34. In early April, 2019, following the expiration of the Court’s stay for mediation, I began
27 efforts to meet and confer with Defendant on discovery deficiencies and to re-engage third parties to
28 whom subpoenas had been sent. Throughout April and May, I sent several emails and had several,

1 lengthy telephone calls in an attempt to meet and confer with Defendant about outstanding discovery.
2 I also served six notices of deposition of LBN employees. On a number of occasions, when the parties
3 had reached an impasse on discovery disputes, I drafted joint letters to the Court in preparation for a
4 motion to compel and asked Defendant to insert its positions.

5 35. On May 24, 2020, as discovery disputes had reached a boiling point, I received a call
6 from Defendant's counsel Sean Sullivan and Kenneth Payson that they would be taking the lead on the
7 case for Defendant, that they would work with Defendant to supplement its production and believed
8 that one last settlement push and stay would be worthwhile.

9 36. Defendant did make a meaningful supplemental document production, which M&R
10 reviewed. The parties continued to discuss settlement among themselves and then held an all-day in-
11 person mediation session on August 16, 2019 in San Francisco before Jill R. Sperber of Judicate West.
12 The parties made significant progress but could not reach a final deal. On September 4, 2019, the
13 parties held another all-day mediation before Ms. Sperber and reached agreement on material terms,
14 which were reflected in a multi-page and detailed term sheet.

15 37. Over the next several months, the parties worked to finalize the settlement agreement
16 and related paperwork but reached another impasse in March of this year, necessitating another
17 mediation before Ms. Sperber on May 13, 2020. That mediation resulted in an executed settlement
18 agreement between the parties, which is attached hereto as **EXHIBIT 1**.

19 **B. Evaluation of the Proposed Settlement Agreement**

20 38. A true and correct copy of M&R's resume is attached as **EXHIBIT 2**. M&R has
21 substantial experience in the litigation, certification, and settlement of class action cases.

22 39. Based on my experience, Defendants' counsel are also highly experienced in complex
23 civil litigation of this kind. It is my considered opinion that counsel for each side have fully evaluated
24 the strengths, weaknesses, and equities of the parties' respective positions and believe that the
25 proposed settlement fairly resolves their respective differences.

26 40. This litigation involved sharply opposed positions on several fundamental legal and
27 factual issues. Defendant has argued the following (a) it is not a "debt collector" under the Fair Debt
28 Collection Practices Act, nor an "insurer" or "bail licensee" under the California Insurance code; (b)

1 the fees charged were lawful and fair and amounted to an upfront charge to cover hard costs along
2 with a monthly recurring charge for a full suite of services so its conduct cannot be viewed as unfair,
3 deceptive, or fraudulent under consumer protection laws; (c) those same claims fail also because the
4 fees charged were transparent as they were conspicuously disclosed in contracts that Plaintiffs signed
5 and that were explained orally by LBN employees in whichever language a program participant
6 preferred; (d) there can be no class certification in a litigation context because individualized questions
7 of materiality, reliance, and injury would predominate – here, Plaintiffs and class members received
8 varied information from LBN (different individuals dealt with different case managers and
9 representatives), Plaintiffs gave varied responses as to how they were deceived, and Defendant’s
10 practices changed throughout the class period.

11 41. Plaintiffs maintain that the claims are meritorious; that the Court would certify the
12 proposed Classes; that they would establish liability and recover substantial damages if the case
13 proceeded to trial; and that the final judgment entered for Plaintiffs and the classes would be affirmed
14 on an appeal. But Plaintiffs’ ultimate success would require them to clear, in whole or in part, each
15 hurdle. Conversely, Defendants’ success at any stage could or would spell defeat for Plaintiffs and the
16 Settlement Class. Thus, continued litigation posed significant risks and countless uncertainties, as well
17 as the time, expense and delays associated with trial and appellate proceedings.

18 42. The settlement offers substantial non-monetary and monetary relief. In terms of non-
19 monetary relief, the Settlement Agreement requires LBN to (a) translate changes made to its contract
20 into Spanish and at least one additional language by court-certified translators; (b) post its contract in
21 print and audio formats in Spanish on its website; (c) inform participants of the contours of the
22 contract in clear and concise terms, based on LBN’s implementation of a new contract after the start
23 of this litigation; (d) use best efforts to mail its contract to prospective program participants prior to
24 their release from ICE custody; (e) obtain informed representations that potential participants are
25 aware of their rights and opportunities and have had the opportunity to consult with an attorney; (f)
26 provide participants with its contract and the opportunity for an oral translation prior to signing the
27 contract; (g) not threaten to report program participants, sponsors, or family members to ICE or
28 otherwise threaten immigration detention; (h) modify the criminal prosecution language of its contract;

1 (i) make a representation that it presently does not intend to engage in “debt collection” activities for
2 past due monthly recurring Program Payments through external providers as to any debts owed as of
3 September 1, 2019; (j) continue its fee waiver program for financially distressed clients, and now
4 provide a minimum of \$150,000 in fee waivers per year; (k) remove leg-affixed GPS monitors in the
5 event of pregnancy or medical necessity; (l) not require a leg-affixed GPS monitor for new program
6 participants who have an immigration bond with a face value of less than \$7,500 unless otherwise
7 required by a bond or surety company; (m) remove GPS monitors, stop all GPS monitoring, and stop
8 all monthly payments, upon termination of immigration proceedings; and (n) ensure that the
9 percentage of program participants required to wear ankle monitors does not increase, use best efforts
10 to lower this percentage going forward, and transition away from ankle monitors altogether – to
11 instead use less intrusive wrist monitors, cellular telephones, or periodic check-ins – by December 31,
12 2021; and (o) impose a total payment cap limiting the total monthly payments to the face amount of
13 the immigration bond.

14 43. The settlement also offers substantial monetary relief. The settlement establishes a \$3.2
15 million common fund. From the \$3.2 million, LBN will provide \$750,000 to the Settlement
16 Administrator for distribution as cash payments to the Former and Current Program Participant
17 Payments Subclass and Sponsor Payments Subclass. Each member of the Payment Subclasses shall be
18 entitled to receive a pro rata payment from the \$750,000 Cash Settlement Fund. The pro rata payment
19 shall be the \$750,000 cash payment amount divided by the number of Class Members in the Payment
20 Subclasses who LBN identifies for automatic payment or who submit valid claims, and do not opt out
21 from the Settlement. The checks shall indicate that they expire 180 days after issuance. Because of
22 financial constraints imposed by COVID-19, Defendant is unable to fund the Subclass until the earlier
23 of: (a) certain revenue benchmarks being reached, beginning in December 2021; or (b) January 2024,
24 through 12 monthly payments starting January 1, 2023. After the distribution of the initial cash
25 payments, any residual funds shall be redistributed by the Settlement Administrator on a *pro rata* basis
26 to members of the Payment Subclasses that cashed the first check sent to them within sixty days.
27 Remaining funds following the second distribution, if any exist, will be provided as a *cy pres* award to
28 Al Otro Lado and the Northwest Immigrant Rights Project, subject to the Court’s approval. Both of

1 these organizations are national nonprofit legal service providers who provide services to immigrants
2 in removal proceedings and detention, such as the Class Members in this case. None of the parties or
3 their counsel have any relationship with the proposed cy pres recipients, other than Centro Legal de la
4 Raza's occasional interaction with the two other nonprofit organizations as needed in providing
5 services to immigrant communities. The Settlement also provides that Defendant will confer additional
6 financial relief for the Current Program Participant Subclass in the form of: (a) Consecutive Payment
7 Discounts; (b) Timely and In Full Payment Discounts; (c) Total Payment Caps; and (d) a minimum of
8 \$150,000 in annual fee waivers, as defined in the Agreement. *Id.* ¶¶ II.A.2, II.B.1.j, m.

9 44. Class Counsel will request at Final Approval, and LBN has agreed not to oppose, an
10 award of attorneys' fees and expenses in the amount of twenty five percent of the total \$3.2 million
11 Settlement Amount. The Parties negotiated and reached agreement regarding fees and costs only after
12 agreeing to all material terms of the Settlement.

13 45. On the basis of the investigation and evaluation by Plaintiffs' counsel, including me,
14 and our experience with and knowledge of the law and procedure governing the claims of Plaintiffs
15 and the Settlement Class, it is our belief that it is in the best interest of the class to enter into this
16 Settlement. Indeed, in light of the risks, uncertainties and delays associated with continued litigation,
17 the Settlement represents a significant achievement by providing guaranteed benefits to class members
18 in the form of the prospective non-monetary relief outlined above, as well as the monetary relief. In
19 addition, the allocation of benefits under the Settlement treats all Class Members fairly based on the
20 strength of their claims. There was a substantial risk that class members would recover only nominal
21 damages, or nothing at all. Even in the best case, it could take several years to get a judgment for class
22 members and, even then, there would be a strong possibility that it would be a judgment in paper only.
23 I say that after having reviewed a sworn statement by Defendant about its financial condition and
24 receiving representations it has made about its financial outlook caused in no small part because of the
25 Covid-19 pandemic. The Settlement provides substantial relief to the certified class now.

26 46. Plaintiffs and Plaintiffs' counsel appropriately determined that the Settlement
27 outweighs the gamble of continued litigation. While I firmly believe in the merits of this litigation and
28 that Plaintiff would ultimately win at trial, I also believe that recovery is far from guaranteed and that

1 the benefits of settlement in this case outweigh the risks and uncertainties of continued litigation, as
2 well as the attendant time and expenses associated with possible interlocutory appellate review, pretrial
3 motion practice, trial, and final appellate review. After taking into account the foregoing along with
4 other risks and the costs of further litigation, I am satisfied that the terms and conditions of this
5 Agreement are fair, reasonable, adequate and equitable, and that a settlement of the litigation and the
6 prompt provision of effective relief to the Settlement Class are in the best interest of the Settlement
7 Class Members.

8 **C. The Risks Borne by Plaintiffs' Counsel, Including M&R**

9 47. In accepting this case, Plaintiffs' Counsel bore considerable risk. M&R took this case
10 on a fully contingent basis, meaning that we were not paid for any of our time, and that we paid all
11 costs and out of pocket expenses without any reimbursement to date. During the pendency of this
12 case, M&R turned away other work. In evaluating the case at the outset, my partner and I recognized
13 that M&R would be contributing a substantial amount of time and advancing significant costs in
14 prosecuting a class action, with no guarantee of compensation or recovery, in the hopes of prevailing
15 against a well-funded defense. We did take some solace, however, knowing that at least some of the
16 statutes under which Plaintiffs would be suing authorized fee-shifting to a prevailing plaintiff who
17 achieved a benefit for the class members and general public.

18 48. Because Defendants were represented by a large, highly-skilled and well-resourced
19 litigation firm, there was increased risk that Plaintiffs would not certify a class and/or receive a verdict
20 for the defense after a prolonged trial.

21 **D. Lodestar and Expenses for M&R**

22 49. Since the outset of this case, M&R has spent a total 883.7 hours working on this case,
23 including for the work detailed above, which involved the following categories, among other things: (1)
24 investigating the merits of the case (2) coordinating litigation efforts with co-counsel; (3) drafting and
25 revising Plaintiffs' Complaint and four Amended Complaints; (4) engaging in written discovery
26 including writing deficiency letters and engaging in meet and confer sessions; ; (5) attending deposition;
27 (6) drafting and filing motions and memoranda ; (7) drafting and reviewing mediation statements; (8)
28 negotiating settlement terms; and (9) drafting and revising settlement documents. The time this reflects

1 was time actually spent, in the exercise of reasonable judgment by lawyers and staff of M&R, which are
 2 available for *in camera* submissions to the Court upon request. Given the ongoing nature of the notice
 3 program, there will likely be many additional hours not yet recorded for this case, both prior to and
 4 after final approval. The hourly rates shown in the table below for the attorneys and staff at M&R are
 5 the same as the regular rates – pursuant to the “adjusted Laffey Matrix” – charged by M&R for their
 6 services in other cases and as have been approved by state and federal courts across the country. For
 7 example, M&R’s rates were recently approved in a collective action settlement in the United States
 8 District Court for the Eastern District of Michigan. *See Whitfield v. Trinity Rest. Grp., LLC*, No. 18-
 9 10973, 2019 U.S. Dist. LEXIS 182055 (E.D. Mich. Oct. 3, 2019) . M&R’s rates were also approved in
 10 *Singer, et al. v. Postmates*, No. 4:15-cv-01284-JSW (N.D. Cal. April 25, 2018) (Dkt. 98), where M&R
 11 served as co-counsel in a multistate wage theft class and collective action in which couriers alleged they
 12 were misclassified as exempt from minimum wage and overtime laws. That suit settled on a common
 13 fund basis for \$8.75 million. M&R proffered a declaration detailing our lodestar using rates consistent
 14 with the foregoing rate scale (*see* Dkt. 89-3), and the full attorneys’ fee request was ultimately approved
 15 (*see* Dkt. 98).

Timekeeper	Hours	Rate	Total
Nicholas Migliaccio	54.25	\$747	\$40,524.75
Jason Rathod	650.7	\$747	\$486,072.90
Erick Quezada	90.6	\$372	\$33,703.20
Ashley Pileika	14.5	\$372	\$5,394.00
Bruno Ortega	7.65	\$202	\$1,545.30
Dominique Reid	16	\$202	\$3,232
TOTAL	833.7		\$570,472.15

1 50. I have also reviewed the declarations of my co-counsel, Jesse Newmark and Annick
2 Persinger, on behalf of their organizations. Adding their lodestar amounts to M&R's yields a total
3 lodestar amount of \$1,689,048.35.

4 51. Expenses are accounted for and billed separately and are not duplicated in my
5 professional billing rate. M&R has not received reimbursement for expenses incurred in connection
6 with this litigation. As of June 1, 2020, M&R incurred a total of \$ 24,393.70 in unreimbursed actual
7 third-party expenses in connection with the prosecution of these cases. The actual expenses incurred in
8 the prosecution of these cases are reflected on the computerized accounting records of my firm, based
9 on receipts and check records, and accurately reflect all actual expenses incurred. These unreimbursed
10 costs and expenses were incurred in connection with the effective prosecution of this litigation and
11 include mediation, travel, translation and process server fees.

12 52. I have also reviewed the expenses detailed in the declarations of my co-counsel Jesse
13 Newmark and Annick Persinger, on behalf of their organizations. Adding their expenses to M&R's
14 yields a total of \$68,648.62.

15 **E. Plaintiffs' Counsel's Continuing Obligations to Class Members**

16 53. I am aware of no conflicts between Plaintiff's Counsel and the the Class Members. If
17 this Court grants preliminary approval to the Settlement, Plaintiffs' counsel, including M&R, will
18 establish standardized procedures to ensure that all inquiries from Settlement Class Members are
19 timely and accurately handled. M&R will also work with the Settlement Administrator to assure that
20 settlement website functions properly (i.e., is easy to use and properly designed). M&R will also work
21 with the Settlement Administrator to assure that notice is disseminated in accordance with the terms of
22 the Settlement Agreement. M&R will receive updates from the Settlement Administrator regarding the
23 administration of the settlement. M&R will continue in this capacity should the settlement be finally
24 approved. M&R will prepare for and appear at the fairness hearing. If the settlement is approved and
25 fees awarded, M&R also will oppose any appeals that may be filed. Under the terms of the settlement,
26 M&R will also need to monitor LBN's finances to determine if it meets the thresholds triggering
27 payments into the settlement fund, and M&R will do so. Based on my experience with class actions, I
28

1 anticipate that there will be at least another 100 hours of work before this Litigation is entirely
2 complete and that is assuming the Court's judgment is not appealed.

3 **F. Service Award to Plaintiffs**

4 54. Plaintiffs are requesting a Representative Service Award of \$10,000 for each Plaintiff.
5 To date, Plaintiffs' involvement in this litigation has been superb. For example, Plaintiffs searched their
6 personal records for relevant documents and attended deposition. Plaintiffs also took on substantial
7 risk, most importantly the risk of publicity. Further, Plaintiffs also agreed to enter into a broader
8 release than the other class members. In my opinion, Plaintiffs' participation in this litigation has been
9 exemplary. Mr. Newmark has also set forth a more detailed explanation of the work done by Plaintiffs
10 and the risks they have taken in his declaration in support of this Motion.

11 **G. Information Required by the Northern District of California's
12 Procedural Guidance for Class Action Settlements.**

13 55. The proposed settlement administrator is JND Legal Administration. Defendant is
14 bearing the costs of claims administration and they initially proposed the administrator as competent
15 to handle a complex class action settlement like the one here. JND is a highly respected and
16 experienced Settlement Administrator, with experience in administering complex litigation matters.
17 Further details regarding JND's background and expertise are described in the declaration of Jennifer
18 M. Keough. Defendant's counsel recommended JND after soliciting bids from JND, Angeion Group,
19 and Postlethwaite & Netterville, three highly reputable settlement administrators. After receiving
20 detailed bids from each, which I also received and reviewed, Defendant's counsel recommended JND
21 both because they submitted the most competitive bid, and because Defendant's counsel had
22 experience with JND from prior settlements. Given the sensitive nature of the class member
23 information here, Defendant's counsel believed that JND would take appropriate measures to ensure
24 the privacy of that data. Class Counsel has had no prior engagement with JND. Based on my review of
25 JND's proposal and the declaration of Ms. Keough, and based on defense counsel's representations
26 about its experiences with JND in other class action settlements, I believe that JND will adequately
27 and professionally discharge its duties as settlement administrator, and that the anticipated
28 administrative costs, capped at \$80,000, are reasonable given the nationwide notice and coordination

1 of payments to the Payments Subclasses, as well as the anticipated number of Settlement Class
2 Members.

3 56. Pursuant to N.D. Cal. Procedural Guidance for Class Action Settlements (“N.D. Cal.
4 Guide”) ¶11, M&R provides the following information for a comparable settlement. While M&R has
5 other settlements comparable in settlement amount, they primarily are wage theft or product defect
6 settlements that are different in nature than this case. One case that is comparable in that it involves
7 allegations of excessive fees charged to “subprime” borrowers, who can be more difficult to reach
8 because they are a more transient population, is *Carr v Transit Employees Federal Credit Union*, Civil
9 Action No. 2017 CA 008613 B (D.C. Super. Ct. 2019). There, a borrower asserted claims on behalf of
10 54 class members against a credit union following its failure to comply with Washington, D.C.
11 regulations in the repossession, notification, storage, and sale of District of Columbia borrowers’
12 collateral. The parties agreed to settle for \$215,000 on the following core terms: (a) each class member
13 received a pro-rata distribution from a common fund based on the number of violations per class
14 member (which resulted in an average recovery of \$842.69 per class member); (b) each class member
15 whose vehicles was sold at auction was made eligible to request a deletion of the three major credit
16 bureaus’ tradelines associated with their auto loan account with the credit union; and (c) the defendant
17 agreed to 1) no longer seek repossession fees and daily storage fees in excess of the statutory
18 maximums; 2) ensure redemption letters state the correct storage address of repossessed vehicles; 3)
19 use commercially reasonable efforts to ensure third-party repossession vendors stores repossessed
20 automobiles in compliance with Washington D.C. regulations; and 4) ensure that no further collection
21 actions be taken on deficiency judgments. In *Carr*, the defendant agreed to pay plaintiff’s counsel up to
22 \$71,666 in attorneys’ fees, or 1/3 of the total settlement amount. Plaintiff’s counsel also had \$1,206.36
23 in costs. Notice was sent by first-class mail and the costs of settlement administration were capped at
24 \$11,000. Of the 54 class members, only three notices were ultimately returned undeliverable. Following
25 the expiration of the checks, only eight checks remained uncashed, which, under the terms of the
26 settlement agreement, are deposited into the Washington D.C. Unclaimed Property Unit. Nine
27 individuals timely filed tradeline deletion requests (which required class members to affirmatively
28 submit a document), and two made untimely requests, which were honored.

1 I declare under penalty of perjury of the laws of the United States and the State of California
2 that the foregoing is true and correct. Executed on
3 June 2, 2020 in Washington D.C.
4

5 Dated: June 2, 2020

Respectfully submitted,

6 By: /s/ Jason S. Rathod
7 Jason S. Rathod

8 **MIGLICACCIO & RATHOD LLP**
9 JASON S. RATHOD, *pro hac vice*
10 412 H St NE, Suite 302
11 Washington, DC 20002
12 Telephone (202) 470-3520
13 jrathod@classlawdc.com
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EXHIBIT 1

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.i. 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 will be attached as an exhibit to the Motion for Preliminary Approval. .

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 A.

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 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 B, 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 Section 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 Section II.A.c.i. below, (iv) the Fee and Expense Awards, discussed in Section II.A.1.c.ii below, and (v) any Incentive Awards to the Class Representatives, as discussed in Section 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 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: Any Residual Funds shall 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 are remaining after this second distribution, those funds will be paid, subject to the Court's approval, 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 Libre's gross revenues reach the following thresholds, representing the amount of Libre's revenues with a one-year look back when compared to Libre's 2019 revenues (the "Benchmark"), Libre 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 week
- 80%-90% \$10,000 week

- 90%-100% \$25,000 week
- 100%-110% \$100,000 week

The Benchmark shall be re-determined on a quarterly basis, such that Libre's commitment the escrow fund shall increase or decrease based on Libre'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 Libre 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: To provide more certainty and clarity to program participants who are fully compliant with performance and payments regarding the total amount in Program Payments they may have to make, 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 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 paragraph IV.E.9 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 E, 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 F.

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 the following periodicals: La Opinion, El Sol, and El Mundo and mail the publication notice 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 G.

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. Members of the Former and Current Program Participant Payments Subclass, and the Sponsor Payments Subclass, for whom LBN has a record of 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 a 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. 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 sign and mail a letter to the Settlement Administrator, stating their intention to object to the settlement.

- b. For a written objection to be considered, the written objection must:
- i. be postmarked on or before the Response Deadline;
 - ii. include the objecting Settlement Class Member's name, address, and telephone number,
 - iii. be personally signed and dated by the objecting Settlement Class Member;
 - iv. state each objection and the specific legal and factual bases for each; and
 - v. include proof that the Settlement Class Member is or was an LBN program participant.

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 with respect to any claim or issue which was or could have been brought in the litigation as of the Final Settlement Approval Date, any claim related to payments, services or products offered by LBN, 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 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 H) 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 I 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 Third Amended Complaint. Following the execution of this Settlement Agreement, with Court approval, the Parties agree that Plaintiffs will file a Third 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

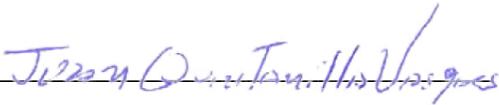
made in the Action or any other action, nor as an admission by any Party of the validity of any fact or defense asserted against them in the Action or any other action. If the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties, decline to enter the Settlement Approval Order and Final Judgment in the form described in paragraph I.i., 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.i., 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: June 2, 2020 By: 
Juan Quintanilla Vasquez

Date: June 2, 2020 By: 
Gabriela Perdomo Ortiz

Date: June 2, 2020 By: 
Victor Hugo Catalan

Date: June 2, 2020 By: 
Kevin Calderon

Class Representatives

Date: 5/13/2020

DocuSigned by:

REC3C08A227E4CF
By: _____

Annick M. Persinger
TYCKO & ZAVAREEI LLP

Date: _____

By: _____

Jesse Newmark
Centro Legal de la Raza

Date: _____

By: _____

Jason Rathod
Migliaccio & Rathod LLP

Counsel for Plaintiffs

Date: _____

By: _____

Micheal Donovan
Libre By Nexus

Defendant

Date: _____

By: _____

Sean M. Sullivan
Davis Wright Tremaine LLP

Counsel for Defendant

Date: _____ By: _____

Gabriela Perdomo Ortiz

Date: _____ By: _____

Victor Hugo Catalan

Date: _____ By: _____

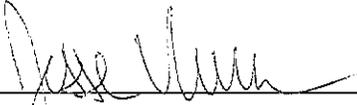
Kevin Calderon

Class Representatives

Date: _____ By: _____

Annick M. Persinger
TYCKO & ZAVAREEI LLP

Date: May 13, 2020 By: _____


Jesse Newmark
Centro Legal de la Raza

Date: _____ By: _____

Jason Rathod
Migliaccio & Rathod LLP

Counsel for Plaintiffs

Date: _____ By: _____

[NAME]
Libre By Nexus

Defendant

Date: _____ By: _____

[NAME]

Counsel for Defendant

TYCKO & ZAVAREEI LLP

Date: _____ By: _____

Jesse Newmark
Centro Legal de la Raza

Date: 5/13/2020 By: *Jason S. Rathod*

Jason Rathod
Migliaccio & Rathod LLP

Counsel for Plaintiffs

Date: _____ By: _____

[NAME]
Libre By Nexus

Defendant

Date: _____ By: _____

[NAME]

Counsel for Defendant

Date: _____ By: _____

Annick M. Persinger
TYCKO & ZAVAREEI LLP

Date: _____ By: _____

Jesse Newmark
Centro Legal de la Raza

Date: _____ By: _____

Jason Rathod
Migliaccio & Rathod LLP

Counsel for Plaintiffs

Date: May 13, 2020 By: 

Micheal Donovan
Libre By Nexus

Defendant

Date: _____ By: _____

Sean M. Sullivan
Davis Wright Tremaine LLP

Counsel for Defendant

Date: _____ By: _____

Annick M. Persinger
TYCKO & ZAVAREEI LLP

Date: _____ By: _____

Jesse Newmark
Centro Legal de la Raza

Date: _____ By: _____

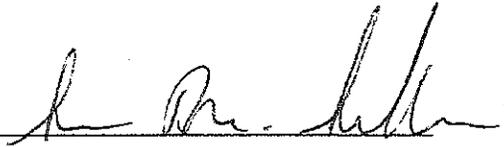
Jason Rathod
Migliaccio & Rathod LLP

Counsel for Plaintiffs

Date: _____ By: _____

Micheal Donovan
Libre By Nexus

Defendant

Date: 5/13/2024 By: 

Sean M. Sullivan
Davis Wright Tremaine LLP

Counsel for Defendant

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

1 NICHOLAS A. MIGLIACCIO (*Pro Hac Vice*)
JASON S. RATHOD (*Pro Hac Vice*)
2 MIGLIACCIO & RATHOD LLP
412 H St. NE, Suite 302
3 Washington, DC 20002
Tel: (202) 470-3520
4 nmigliaccio@classlawdc.com
jrathod@classlawdc.com
5

ANNICK M. PERSINGER (Bar No. 272996)
6 TYCKO & ZAVAREEI LLP
1970 Broadway, Suite 1070
7 Oakland, CA 94612
Tel: (510) 254-6808
8 apersinger@tzlegal.com

9 JESSE NEWMARK (Bar No. 247488)
AIDIN CASTILLO (Bar No. 280262)
10 CENTRO LEGAL DE LA RAZA
3022 International Blvd., Suite 410
11 Oakland, CA 94601
Tel: (510) 437-1863
12 jessenewmark@centrolegal.org
acastillo@centrolegal.org
13

Attorneys for Plaintiffs

14
15 **UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

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

19 Plaintiffs,
20

21 vs.

22 LIBRE BY NEXUS, INC. and JOHN DOES 1-50,
23 Defendants.
24

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

CLASS ACTION

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

1 On _____, this Court heard the motion by plaintiffs Juan Quintanilla Vasquez,
2 Gabriela 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”) did not oppose the motion. This Court reviewed the motion, including the Settlement Agreement and
4 Release (“Agreement” or “Settlement”). Based on this review and the findings below, the Court finds
5 good cause to GRANT the motion.
6

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
2 of 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 mail a written objection to the
6 Settlement Administrator. Written objections must: (i) be postmarked on or before the Response
7 Deadline; (ii) include the objecting Settlement Class Member’s name, address, and telephone number;
8 (iii) be personally signed and dated by the objecting Settlement Class Member; (iv) state each objection
9 and the specific legal and factual bases for each; and (v) include proof that the Settlement Class Member
10 is or was an LBN program participant. Any Settlement Class Member who does not provide a timely
11 written objection or who does not make a record of his or her objection at the Final Approval Hearing
12 shall be deemed to have waived any objection and shall forever be foreclosed from making any
13 objection to the fairness, reasonableness, or adequacy of the proposed settlement, Fee Application, Fee
14 and Expense Award, Incentive Award Application, or Incentive Award. The Class Representatives,
15 Class Counsel, and/or LBN may file responses to any timely written objections no later than seven (7)
16 days prior to the Final Approval Hearing.

17 7. **Requesting Exclusion.** Settlement Class Members shall have the right to opt out of
18 the Class and the settlement. In the event a Settlement Class Member wishes to be excluded from the
19 settlement and not to be bound by this Settlement Agreement, that person must, prior to the Response
20 Deadline, submit in paper via first class mail or online at the Settlement Website a notice of intention to
21 opt-out of the settlement to the Settlement Administrator. The request for exclusion, must: be
22 postmarked or submitted online before the Response deadline; include the Settlement Class Member’s
23 name, address, and telephone number; be signed and dated by the Settlement Class Member; and
24 contain a clear request that the individual would like to “opt-out” or be excluded, by use of those words
25 or other words clearly indicating a desire not to participate in the settlement. Any Settlement Class
26 Member who timely and properly requests exclusion in compliance with these requirements will not be
27 entitled to any benefit under the settlement, and will not be bound by this Settlement Agreement or the
28 Final Approval Order and Judgment

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

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

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

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

22 12. **Fees and Cost Application.** Class Counsel shall file their Fee, Expense, and Incentive
23 Payment Application, together with all supporting documentation, on or before twenty-one (21) days
24 prior to the Response Deadline, sufficiently in advance of the expiration of the objection period that any
25 Settlement Class Member will have sufficient information to decide whether to object and, if applicable,
26 to make an informed objection..

27 13. **Discretion of Counsel.** Counsel are hereby authorized to take all reasonable steps in
28 connection with approval and administration of the Settlement not materially inconsistent with this

1 Order or the Agreement, including, without further approval of the Court, making minor changes to the
2 content of the Class Notice that they jointly deem reasonable or necessary.

3 14. **Final Approval Hearing.** On _____ 2020, at _____, this Court will hold
4 a Final Approval Hearing to determine whether the Agreement should be finally approved as fair,
5 reasonable, and adequate. This Court may order the Final Approval Hearing to be postponed,
6 adjourned, or continued. If that occurs, the Parties will not be required to provide additional notice to
7 Settlement Class Members.

8
9 **IT IS SO ORDERED.**

10 DATED: _____

11 _____
12 Hon. Claudia Wilken
13 UNITED STATES DISTRICT JUDGE
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27
28

Exhibit B / C

1 NICHOLAS A. MIGLIACCIO (*Pro Hac Vice*)
JASON S. RATHOD (*Pro Hac Vice*)
2 MIGLIACCIO & RATHOD LLP
412 H St. NE, Suite 302
3 Washington, DC 20002
Tel: (202) 470-3520
4 nmigliaccio@classlawdc.com
jrathod@classlawdc.com

5 ANNICK M. PERSINGER (Bar No. 272996)
6 TYCKO & ZAVAREEI LLP
1970 Broadway, Suite 1070
7 Oakland, CA 94612
Tel: (510) 254-6808
8 apersinger@tzlegal.com

9 JESSE NEWMARK (Bar No. 247488)
AIDIN CASTILLO (Bar No. 280262)
10 CENTRO LEGAL DE LA RAZA
3022 International Blvd., Suite 410
11 Oakland, CA 94601
Tel: (510) 437-1863
12 jessenewmark@centrolegal.org
acastillo@centrolegal.org

13 *Attorneys for Plaintiffs*

14
15 **UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

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

19 Plaintiffs,

20 vs.

21
22 LIBRE BY NEXUS, INC. and JOHN DOES 1-50,
23 Defendants.
24

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

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

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

9 **FINDINGS:**

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

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

14 3. Venue is proper in this judicial district.

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

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

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

1 determines that all Settlement Class Members, except those who timely excluded themselves from the
2 Settlement Class, are bound by this Final Approval Order and Judgment.

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

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

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

16 **IT IS HEREBY ORDERED THAT:**

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

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

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

28 **Current Program Participant 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 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.

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

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

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

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

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

16 6. **Release.** Plaintiffs and all Settlement Class Members who did not properly request
17 exclusion are deemed to have released and discharged LBN from all claims arising out of or asserted in
18 this Action and claims released under the Settlement Agreement, as described in the Agreement.

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

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

27 8. LBN releases, waives, and forever discharges Plaintiffs and each Member of the
28 Payments Subclasses (“Plaintiff Releasees”) who has fully paid their obligations to LBN and

1 who has not opted out of the Settlement Class from any and all claims it has or may have against the
2 Plaintiff Releasees with respect to any claim for existing Program Payments or fees.

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

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

15 a. **Cash relief.** The Settlement Administrator shall issue a payment to each Former
16 and Current Program Participant Payments Subclass Member and Sponsor Payments Subclass Member
17 in accordance with the Agreement. Following a secondary distribution, any unused funds shall be paid
18 to the Cy Pres Recipients in accordance with the Agreement.

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

24 c. **Additional monetary relief.** As set forth in the Agreement, members of the
25 Current Program Participant Subclass will benefit from several financial changes to their contracts with
26 LBN and LBN’s business practices. First, Program Participants who make three (3) consecutive monthly
27 payments on time and in full will have their monthly recurring fee reduced by ten percent (10%) [the
28 “Consecutive Payment Discount”]. Program Participants who make an additional three (3) consecutive

1 monthly payments on time and in full (for a total of 6 consecutive on time and in full payments) will
 2 have their monthly recurring fee reduced by a further ten percent (10%) from the original fee amount
 3 set for each program participant [the “Second Consecutive Payment Discount”] for a total of a twenty
 4 percent (20%) discount from their original recurring fee. Second, Program Participants who pay more
 5 than \$420 per month in monthly recurring program fees, and pay on time and in full by the first of the
 6 month, shall have their payment that month reduced to \$415. Third, LBN will impose a total payment
 7 cap for Program Payments, excluding the initial payment and set up fees made by the program
 8 participants and/or their sponsors, to an amount not to exceed the face amount of the bond. Fourth,
 9 LBN will stop all monthly payments upon termination of immigration proceedings. Fifth, LBN will
 10 provide fee waivers of at least \$150,000 per year to Program Participants.

11 d. **Other business practice changes.** Libre will also provide programmatic and
 12 other non-monetary benefits to Settlement Class Members through other business practice changes set
 13 forth in the Agreement, which include but are not limited to: (1) translating written and verbal contracts
 14 and posting them online; (2) providing clear and concise contract terms; (3) using best efforts to ensure
 15 meaningful program participant and sponsor review of contracts prior to signing; (4) not making any
 16 immigration-related threats; (5) modifying language on criminal prosecution; (5) representing that LBN
 17 has no present intent to collect certain debt from program participants or their sponsors; (6) removing
 18 GPS monitors in a timely manner for pregnancy or medical necessity, or upon termination of
 19 immigration proceedings; (7) not requiring leg-affixed GPS monitors for new program participants with
 20 bonds of less than \$7,500 (impacting approximately 19% of program participants); (8) transitioning to
 21 technologically upgraded ankle monitors that are less intrusive and do not require program participants
 22 to stay in place to charge the monitors, by December 31, 2020 at the latest; and (9) using commercially
 23 reasonable efforts to transition away from use of ankle monitors altogether and to instead use wrist
 24 bracelet monitors or other similarly less intrusive monitors, such as cellular telephones or periodic
 25 check-ins, by December 31, 2021 at the latest. Further details as to these business practices and any
 26 exceptions are set forth in the Settlement Agreement.

27 11. **Attorneys’ Fees and Costs.** Class Counsel is awarded \$ _____ total in
 28 fees (\$ _____) and costs (\$ _____) to be paid from the Settlement

1 Amount, but no the Cash Settlement Fund, in accordance with the timeliness set forth in the Settlement
2 Agreement.

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

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

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

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

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

19
20 **IT IS SO ORDERED.**

21 DATED: _____

22 Hon. Claudia Wilken
23 UNITED STATES DISTRICT JUDGE
24
25
26
27
28

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 timely provided a U.S. Immigration and Customs Enforcement Form I-391 (Notice of Immigration Bond Cancelled) to LBN or the Settlement Administrator – confirming that their 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 your 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: [Month] [Day], [Year]

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: [Month] [Day], [Year]
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: [Month] [Day], [Year]
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>	Hearing Date: [Month] [Day], [Year]
DO NOTHING	If LBN already has a record of your 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. *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 an 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, and the awards to the Class Representatives for bringing this Action. 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. Thus, estimated debt relief provided to the Current Program Participant Payment Subclass is \$1.6 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 a Form I-391, you are entitled to receive a Settlement payment. If LBN already has a record of your 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 your Form I-391, you may wish to follow the instructions below to resubmit your 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.

If LBN does not have a record of your receiving a Form I-391, you must submit a 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 your 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 [Month] [Day], [Year] at [time], 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. *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 that must: (i) state the name and case number of the Action; (ii) include your name, address, and telephone number; (iii) be personally signed and dated by you; and (iv) contain 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 letter or postcard must be postmarked no later than [Month] [Day], [Year] 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 no later than (*i.e.*, postmarked by) [Month] [Day], [Year] 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) state the name and case number of the Action; (ii) state the objector's intention to object to the Settlement and/or appear at the Final Approval Hearing to make an objection to the Settlement on the record; (iii) include the objecting Settlement Class Member's name, address, and telephone number; (iv) be personally signed and dated by the objecting Settlement Class Member; (v) state each objection and the specific legal and factual bases for each; (vi) include information sufficient to show that the objector is a member of the Settlement Class. The objection will not be valid if it only objects to the lawsuit's appropriateness or merits. 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 [Month] [Day], [Year] at [time], 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, Oakland Federal Courthouse, 1301 Clay Street, Oakland, California 94612, Second Floor, Courtroom 6, on _____, 2020, at _____ am/pm. 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 may do so at 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

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 meet any of the following descriptions: 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 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 final approval of the settlement 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.

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 notified about how you can share in any benefits for which you 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.**

To exclude yourself from the lawsuit, you must send a letter asking to be excluded. Instructions for making this request can be found at the website or by calling the toll-free number below. You must mail your exclusion request postmarked by [DATE]. 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 is available at the website and toll-free number listed below.

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

Administrator
PO Box XXXX
City, State XXXXX-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
City, ST
PERMIT NO. XXX

If you have made payments to Libre by Nexus, or had payments made to Libre by Nexus on your behalf, a class action lawsuit may affect your rights.

Important Notice About a Class Action Lawsuit



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



Exhibit G

LEGAL NOTICE

LEGAL NOTICE

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 meet any of the following descriptions: 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 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 final approval of the settlement 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.

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 notified about how you can share in any benefits for which you 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.**

To exclude yourself from the lawsuit, you must send a letter asking to be excluded. Instructions for making this request can be found at the website or by calling the toll-free number below. You must mail your exclusion request postmarked by **[DATE]**. 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 is available at the website and toll-free number listed below.

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

EXHIBIT 2



MIGLIACCIO&RATHODLLP

SUMMARY

The attorneys at Migliaccio & Rathod LLP (“M&R”) have decades of experience in complex civil litigation and have successfully prosecuted a number of noteworthy consumer protection, environmental contamination, civil rights, privacy, and wage theft. The firm’s attorneys, located in Washington D.C. and California, focus primarily on class or collective actions and take all of their cases on a contingent basis. The attorneys at the firm have litigated cases leading to recoveries of hundreds of millions of dollars in recoveries for consumers, workers, and other victims of corporate misconduct. M&R has a track record of investing the time, energy, and resources necessary to develop cases which implicate significant economic, societal, and health concerns.

NOTABLE MATTERS AND SUCCESSES

- *Young v. Nationwide Mut. Ins. Co.*, 693 F.3d 532, 535 (6th Cir. 2012). Represented classes of insureds against several major insurance companies for the failure to use technological advances in verifying the addresses of insureds, leading to overcharges. Litigation culminated in several multi-million dollar settlements.
- *Matthews v. TCL Communications et al.*, Case No. 3:17-cv-95 (W.D.N.C.). Represented plaintiffs in a class action brought on behalf of purchasers of Alcatel OneTouch Idol 3 smartphones who alleged that a firmware update removed Band 12 LTE functionality from their phones, greatly reducing their functionality. Served as Court-appointed class counsel in a class action settlement which provided class members with either the reinstatement of Band 12 LTE functionality on their phones, or new phones with LTE Band 12 functionality.
- *In re: JUUL Labs, Inc. Products Litigation*, Case No. 3:18-cv-02499 (N.D. Cal.) M&R was appointed as co-lead interim class counsel in action brought on behalf of a nationwide class arising from marketing and sale of electronic cigarettes by JUUL, the world’s largest e-cigarette manufacturer, which is valued at several billions of dollars.
- *Wheeler et al. v. Lenovo (United States) Inc.*, Case No. 13-0007150 (D.C. Sup. Ct.) and *Kacsuta v. Lenovo (United States), Inc.*, Case No. 13-00316 (C.D. Cal.). Represented plaintiffs in a class action brought on behalf of purchasers of Lenovo laptops that suffered from Wi-Fi connectivity problems. Served among the Court-appointed class counsel in a nationwide settlement where Lenovo agreed to refund \$100 cash or issue a \$250 voucher (which required no purchase to use) to owners of the laptops.
- *Camara, et al. v. Mastro’s Restaurants LLC*, Case No. 1:18-cv-00724 (D.D.C.). M&R is lead counsel in a conditionally certified nationwide collective action lawsuit on behalf of servers who were allegedly not paid minimum wage.
- *Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation*, MDL Case No: 1:19-md-02875-RBK-JS (D.N.J.). Represent plaintiffs in multi-district litigation arising from



worldwide recalls of generic Valsartan that had been found to be contaminated with probable human carcinogens. M&R was appointed to the Plaintiffs' Steering Committee and serves as co-chair of the medical monitoring committee.

- *Adeli v. Silverstar Automotive, Inc.*, Case No. 5:17-cv-05224 (W.D. Ark.). M&R was co-lead trial counsel in this individual consumer fraud suit for economic losses that resulted in a trial verdict of over \$5.8 million, the vast majority of which was in punitive damages (judgment later reduced to \$533,622, inclusive of a reduced but sizable punitive damages amount, which was affirmed by the Eighth Circuit Court of Appeals).
- *Nelson v. Sabre Companies LLC*, Case No. 1:15-cv-0314 (N.D.N.Y.). M&R was lead counsel in this nationwide collective action that settled for \$2.1 million on behalf of oil and gas workers for unpaid overtime.
- *Fath et al. v. Honda North America, Inc.*, Case No. 0:18-cv-01549 (D. Minn.). M&R is serving on the Plaintiff Steering Committee in this putative nationwide action arising from Honda's alleged manufacture, design, marketing and sale of vehicles with an oil dilution defect.
- *Beture v. Samsung Electronics America*, Case No. 17-cv-05757 (D.N.J.). M&R was appointed as co-lead interim class counsel in action brought on behalf of a nationwide class arising from a hardware defect affecting hundreds of thousands of Samsung Galaxy Note 4 smartphones.
- *Restaino et al. v. Mario Badescu, Inc.*, Case No. MID-L-5830-14 (N.J. Super. Ct.). Represented 36 individuals who had become physically addicted to undisclosed corticosteroids in a purportedly botanical face cream, and sought damages for personal injuries arising from the symptoms of topical steroid withdrawal. After three years of litigation, the case settled for significant relief to the plaintiffs.
- *Peppler, et al. v. Postmates, Inc.*, Case No. 2015 CA 006560 (D.C. Sup. Ct.) and *Singer, et al. v. Postmates, Inc.*, 4:15-cv-01284-JSW (N.D. Cal.). Represented plaintiffs in a wage theft class action against application-based courier startup company, alleging that the couriers were misclassified as independent contractors. M&R was named class counsel in the settlement agreement providing for \$8.75 million in relief to a nationwide class.
- *Bland v. Calfrac Well Services*, Case No. 2:12-cv-01407 (W.D. Pa.). Represented oil field workers in a nationwide collective and class action lawsuit against Defendant Calfrac Well Services for its alleged failure to properly pay overtime to its field operators. After extensive litigation, the case settled for \$6 million, which provided a gross recovery per class member of between \$250 and approximately \$11,500.
- *Walsh et al. v. Globalstar, Inc.*, Case No. 3:07-cv-01941 (N.D. Cal.), represented Globalstar satellite telephone service customers who brought claims that Globalstar knew that it was experiencing failures in its satellite constellation and its satellite service was rapidly deteriorating and was no longer useful for its intended purpose, yet failed to disclose this



information to its potential and existing customers. Served as Court-appointed class counsel in a nationwide settlement that provided an assortment of benefit options, including, but not limited to, monetary account credits, free minutes, or cash back for returned equipment.

- *Snodgrass v. Bob Evans*, Case No. 2:12-cv-768 (S.D. Ohio). Represented Bob Evans’ Assistant Managers in a case alleging that Bob Evans, a restaurant chain with hundreds of locations predominantly in the Midwest, had misclassified its Assistant Managers as exempt from federal and state overtime laws. After a landmark ruling on the application of the so-called “fluctuating workweek” method of payment, the lawsuit settled for \$16.5 million. The gross recovery per class member was approximately \$6,380. In issuing its order approving the settlement, the court took special note of the “competence of class counsel in prosecuting this complex litigation.”
- *Delandro v. County of Allegheny*, Case No. 06-927 (W.D. Pa.). Represented pre-trial detainees who were subjected to unlawful strip searches prior to their admission at Allegheny County Jail, located in Pittsburgh, PA. After winning class certification, partial summary judgment on liability, and an injunction, the case settled for \$3 million.
- *Nnadili v. Chevron*, Case No. 02-1620 (D.D.C.). Represented owners and residents of properties in the District of Columbia that were contaminated with gasoline constituents from leaking underground storage tanks that were installed by Chevron. The plaintiffs, who resided in over 200 properties in the Riggs Park neighborhood of Northeast Washington, D.C., alleged that Chevron’s contamination interfered with the use and enjoyment of their property, impacted their property values, constituted a trespass on their land, and caused fear and emotional distress. The United States Environmental Protection Agency conducted an extensive investigation into the contamination. After approximately five years of litigation, the case settled for \$6.2 million.
- *Corbin v. CFRA, LLC*, Case No. 1:15-cv-00405 (M.D.N.C.). Represented 1,520 servers in collective action against major IHOP franchise for wage theft violations, culminating in \$1.725 million settlement.
- *Craig v. Rite Aid*, Case No. 4:08-CV-2317 (M.D. Pa.). Represented Rite Aid Assistant Managers in a case alleging that Rite Aid had misclassified its Assistant Managers as exempt from federal and state overtime laws. Plaintiffs alleged that their primary duties involved manual labor such as loading and unloading boxes, stocking shelves, cashiering and other duties which are not exempt under federal and state overtime laws. After extensive litigation, the case settled for \$20.9 million, covering over 1,900 current and former assistant store managers. In issuing its order approving the settlement, the court stated that the settlement “represents an excellent and optimal settlement award for the Class Members” resulting from “diligent, exhaustive, and well-informed negotiations.”



- *Ousmane v. City of New York*, Case No. 402648/04 (NY Sup. Ct.). Represented New York City street vendors in a pro bono class action suit against the City of New York for excessive fines and helped secure a settlement with a value of over \$1 million.
- *Stillman v. Staples*, Case No. 07-849 (D.N.J.). Represented Staples Assistant Managers in Fair Labor Standards Act Claims for unpaid overtime. Served as a member of the trial team where the plaintiffs won a nearly \$2.5 million verdict against Staples for unpaid overtime on behalf of 342 sales managers after a six-week jury trial. After the verdict, nearly a dozen wage and hour cases against Staples from across the country were consolidated in a multi-district litigation. Served in a central role in the consolidated litigation, which lasted nearly two years after the *Stillman* verdict. The consolidated litigation ultimately settled for \$42 million.
- *In re National Security Agency Telecommunications Records Litigation*, Case No. 3:06-md-01791 (N.D. Cal.). Represented Sprint subscribers in privacy suit against telecom companies to enjoin the alleged disclosure to the National Security Agency of telephone calling records. Appointed, with co-counsel, interim lead counsel for the Sprint subscriber class in the MDL proceedings. The litigation was ultimately dismissed after Congress granted retroactive immunity to the telecom companies.

ATTORNEYS

Nicholas A. Migliaccio

Nicholas Migliaccio has been practicing for over 16 years, and litigates across the firm's practice areas. He has successfully prosecuted numerous noteworthy class and mass action cases over the course of his career, and has been appointed class counsel in both litigation and settlement classes. He has been recognized by his peers as a Superlawyer in 2016 - 2019.

Mr. Migliaccio graduated from the State University of New York at Binghamton in 1997 (B.A., *cum laude* in Environmental Studies and Philosophy) and received his law degree from Georgetown University Law Center in 2001, where he was an Editor of the Georgetown International Environmental Law Review.

Notable Cases Include:

- Represented assistant managers in a Fair Labor Standards Act misclassification case and served as a member of the trial team for a six-week jury trial that resulted in a \$2.5 million plaintiffs' verdict. After the verdict, nearly a dozen wage and hour cases against the defendant from across the country were consolidated in a multi-district litigation. Served in a central role in the consolidated litigation, which ultimately settled for \$42 million.
- Represented worker class in wage theft assistant manager misclassification case against national restaurant chain that culminated in a \$16.5 million settlement



- Represented worker class in wage theft rate miscalculation case against multinational fracking company, resulting in \$6 million settlement
- Represented plaintiffs in a consumer class in defective laptop case against multinational computer manufacturer, resulting in a nationwide settlement where defendant agreed to refund \$100 cash or issue a \$250 voucher (which required no purchase to use) to owners of the laptops.
- Represented pre-trial detainees who were subjected to unlawful strip searches prior to their admission at Allegheny County Jail, located in Pittsburgh, PA. After winning class certification, partial summary judgment on liability, and an injunction, the case settled for \$3 million.
- Represented owners and residents of properties in the District of Columbia that were contaminated with gasoline constituents from leaking underground storage tanks that were installed by a major oil company. The plaintiffs alleged that the contamination interfered with the use and enjoyment of their property, impacted their property values, constituted a trespass on their land, and caused fear and emotional distress. After extensive litigation, the case settled for \$6.2 million.
- Represented New York City street vendors in a pro bono class action suit against the City of New York for excessive fines and helped secure a settlement with a value of over \$1 million.

Admissions:

- New York
- Washington, D.C.
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Sixth Circuit
- United States District Court for the District of Colorado
- United States District Court for the District of Columbia
- United States District Court for the District of Maryland
- United States District Court for the Eastern District of Michigan
- United States District Court for the Eastern District of New York
- United States District Court for the Northern District of New York
- United States District Court for the Southern District of New York
- United States District Court for the Western District of New York
- United States District Court for the Western District of Pennsylvania

Education:

- Georgetown University Law Center, J.D., 2001
- State University of New York at Binghamton, BA, 1997

Publications and Speaking Engagements:



- Co-authored “Environmental Contamination Treatise: Overview of the Litigation Process,” in R. Simons, Ph.D, *When Bad Things Happen to Good Property* (Environmental Law Institute, 2005).
- Presentation on *The Motor Carrier Act Exception to the FLSA’s Overtime Provisions - 13(b)(1) and the SAFETEA-LU Amendments*, Worker’s Injury Litigation Group / Ohio Association of Justice Meeting, Winter 2014.
- Presentation on *Litigating Fair Labor Standards Act Collective Action Cases*, Worker’s Injury Litigation Group / Ohio Association of Justice Convention, Fall 2011.

Awards:

- SuperLawyers, 2016, 2017, 2018, and 2019



Jason S. Rathod

Jason Rathod litigates class actions across the firm’s areas of practice, including consumer protection, worker rights, and civil rights. Mr. Rathod has been appointed class counsel in a number of noteworthy class actions. He has been the principal brief writer in several critical submissions, before trial and appellate courts, that resulted in favorable rulings concerning class certification and summary judgment. He was also co-lead trial counsel in an individual auto fraud case involving economic losses in which the jury returned a plaintiff verdict on all counts and awarded millions of dollars in punitive damages (later reduced on remittitur but to a sizable sum).

Mr. Rathod has been recognized as a leader in his field beyond the courtroom. He is the author of several published works, including a law review article on aggregate litigation in poor countries. Another recent law review article that he co-authored, comparing public and private enforcement in the United State and Europe, was cited by the Consumer Financial Protection Bureau in its proposed rule prohibiting class action waivers in the fine print of consumer contracts.

Mr. Rathod graduated from Grinnell College in 2006 (B.A. with honors in Political Science and Religious Studies). After college, he traveled to Fiji, Mauritius, South Africa, Trinidad & Tobago, Guyana, and Suriname on a Watson Fellowship, studying the Indian Diaspora. He graduated law school from the Duke University School of Law in 2010, where he was an Articles Editor of the Duke Law Journal. In law school, he also worked for the Self-Employed Women’s Association in Ahmedabad, India on behalf of street vendors seeking an injunction against the city government for unlawful harassment and evictions.

Notable Cases Include:

- Representing consumer classes in insurance overcharge cases, including by drafting appellate briefs about the propriety of class certification. The Sixth Circuit Court of Appeals affirmed order for the classes 3-0, leading to several multi-million-dollar settlements;
- Representing consumer in consumer fraud trial for economic losses that resulted in verdict for the Plaintiff on all counts and a multimillion dollar punitive damages award (later reduced on remittitur, but still totaling in the hundreds of thousands of dollars);
- Representing consumer class at trial in product defect class action;
- Representing worker class in wage theft assistant manager misclassification case against national restaurant chain that culminated in a \$16.5 million settlement;
- Representing worker class and collective against multinational startup company for Independent contractor misclassification claims, resulting in \$8.75 million settlement;



- Representing worker class in wage theft rate miscalculation case against multinational fracking company, resulting in \$6 million settlement;
- Representing over 1,500 servers in multistate collective action, resulting in \$1.72 million settlement;
- Representing consumer class in defective laptop case against multinational computer manufacturer; and
- Representing consumer class in defective construction case against multinational home builder, drafting key briefs leading to class certification and maintenance of suit in court, rather than arbitration.

Education:

- Duke University School of Law, J.D. 2010
- Grinnell College, B.A., 2006

Admissions:

- Illinois
- Washington, D.C.
- United States Court of Appeals for the District of Columbia Circuit
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Eighth Circuit
- United States District Court for the District of Columbia
- United States District Court for the District of Maryland
- United States District Court for the Western District of Pennsylvania
- United States District Court for the District of Colorado
- United States District Court for the Eastern District of Michigan

Publications and Speaking Engagements:

- *The Arc and Architecture of Private Enforcement Regimes in the United States and Europe: A View Across the Atlantic*, 14 U.N.H. L. Rev. 303 (2016) (co-authored)
- *Trying the Class Action: Practical Tips from the Pros* (June 4, 2015) (panelist)
- *Emerging Markets, Vanishing Accountability: How Populations in Poor Countries Can Use Aggregate Litigation to Vindicate Their Rights*, 24 Transnat'l L. & Contemp. Probs. 69 (2014)
- *Note: Not Peace, But a Sword: Navy v. Egan and the Case Against Judicial Abdication in Foreign Affairs*, 59 Duke L.J. 595 (2009)

Awards:

- SuperLawyers Rising Stars, 2017, 2018, 2019, and 2020



Esfand Y. Nafisi

Esfand Nafisi worked for several years at a corporate law firm before joining the plaintiffs' bar. During that time, he quickly demonstrated an aptitude for high-stakes trial work and innovation in complex electronic discovery, including the development of statistical sampling models, database discovery, and marshaling these tools to develop trial theory. As part of a trial team in an antitrust matter brought on behalf of a small corporation, Esfand was responsible for managing a team of seven attorneys, preparing witness examinations, creating trial demonstratives, and developing case theory and themes. Esfand also represented a Fortune 100 company in parallel criminal investigations from the U.S. Department of Justice, U.S. Postal Inspectors, numerous states' attorneys general, and FinCEN. In that matter, he played an extensive role, including managing a group of 32 attorneys, developed technology-assisted review protocols that were vetted and approved by DOJ officials, and developing and drafting presentations for high-ranking meetings in a matter that resulted in \$100,000,000 settlement.

Now, as an advocate for consumers and others impacted by corporate misconduct, Mr. Nafisi's practice focuses on class actions, with a focus on corporate misconduct arising from emerging or new technologies.

Notable Cases Include:

- Represented corporate plaintiff in antitrust litigation that settled at trial for \$125,000,000. *Insignia Sys. V. News America Marketing In-Store*, Case No. 04-cv-4213 (D. Minn.).
- Represented Fortune 500 company in parallel wire fraud and money laundering investigations by federal authorities, which settled on favorable terms.
- Represented consumers in case alleging unlawful concealment of defective graphical processing units that led to nationwide repair and reimbursement program. *Book v. Apple*, Case No. 14-cv-04746 (N.D. Cal.).
- Represented three dozen individuals in consolidated personal injury action arising from undisclosed corticosteroids in an over-the-counter face cream. Worked closely with leading experts to develop theory of injury arising from topical steroid withdrawal. After three years of litigation, achieved more than \$16,000,000 in relief to 36 plaintiffs. *Restaino et al. v. Mario Badescu, Inc.*, Case No. MID-L-5830-14 (N.J. Super. Ct.).
- Represented consumers in case against NVIDIA, Inc. related to misrepresentations concerning performance of graphics cards.

Education:

- Northwestern University School of Law, J.D. 2009
- George Mason University, B.S., 2006

Admissions:

- California



- New York
- Washington, D.C.
- United States District Court for the Northern District of California
- United States District Court for the Eastern District of California
- United States District Court for the District of Columbia

Publications and Speaking Engagements:

- *Daubert and its Discontents* 76 BROOK. L. REV. 131 (2010) (co-authored)
- *Developing Case Theory in Complex Litigations*, New York (2011)
- *Of Wheat and Chaff: Predictive Coding in Federal Biomet Case*, 159 Chicago Daily Law Bulletin 101 (May 22, 2013)



Erick Quezada

Prior to joining Migliaccio & Rathod, LLP, Mr. Quezada worked as Legal Fellow at a plaintiff-side employment litigation firm where he served as an advocate for employees facing discrimination, retaliation, and wage theft. Erick has written briefs resulting in favorable summary judgment rulings and examined witnesses in arbitration. As part of Migliaccio & Rathod LLP, Mr. Quezada strives to represent those marginalized and exploited by unlawful corporate practices.

Mr. Quezada graduated from Washington State University in 2013, receiving a B.A., *magna cum laude*, in Political Science and Criminal Justice System Studies. He received his J.D. from the Georgetown University Law Center in 2017, where he served as an editor for the *Tax Lawyer*, Georgetown's tax focused journal published by the ABA. While attending law school, Mr. Quezada worked as a research assistant with a focus in consumer protection and critical race theory literature. Throughout his second and third years of law school, Mr. Quezada provided litigation support to his professor working on the General Motors Ignitions Switch Defect litigation.

Notable Cases Include:

- Assisted in the representation of consumers in the ongoing General Motors Ignitions Switch MDL

Education:

- Georgetown University Law Center, J.D., 2017
- Washington State University, B.A., 2013

Admissions:

- Washington, D.C.



Ashley M. Pileika

As an associate at Migliaccio & Rathod LLP, Ms. Pileika's practice focuses on complex class and collective actions on behalf of those harmed by corporate or governmental wrongdoing. Ms. Pileika has represented a wide range of clients in disputes involving unfair business practices, wage theft, pharmaceutical injuries, data privacy breaches, and unconstitutional detentions. She has extensive experience in all aspects of state and federal litigation, including motion practice and discovery.

Prior to joining Migliaccio & Rathod LLP, Ms. Pileika completed a fellowship with the Office of the Attorney General for the state of Connecticut in the Civil Rights and Torts Division. Ms. Pileika graduated with highest honors from the University of North Carolina at Chapel Hill with a B.S. in Business Administration and a minor in Social and Economic Justice. She received her J.D. from Notre Dame Law School, where she served as Senior Articles Editor for the Notre Dame Journal of Legislation and Co-President of the Hispanic Law Students Association. In addition to clerking for Migliaccio & Rathod LLP, while in law school, Ms. Pileika externed for several public defender offices including the Public Defender Service for the District of Columbia (P.D.S.) and the Federal Public Defender for the Eastern District of California. Ms. Pileika also spent a summer at the U.S. Embassy in Bogotá, Colombia assisting the Judicial Attaché on operations involving national security, international law, and diplomacy.

Notable Cases Include:

- Assisted in representing a certified class of 400 detainees whose constitutional rights were violated by the Montgomery County Jail in Montgomery County, New York. After winning class certification and defeating the County's motion for summary judgment, a preliminary settlement of \$1 million has been reached by the parties.
- Assisted in deposing and defending six expert witnesses and drafting a *Daubert* motion to admit expert witnesses on general causation in a pharmaceutical injury case against Forest Pharmaceuticals, Inc. on behalf of mothers who took Lexapro during pregnancy and gave birth to children with neurodevelopmental damage.
- Assisted in representing 1,520 servers in collective action against major IHOP franchise for wage theft violations, culminating in \$1.725 million settlement.

Education:

- Notre Dame Law School, J.D., 2018
- University of North Carolina at Chapel Hill, B.S., 2012

Admissions:

- Washington, D.C.



- New York
- United States District Court for the Southern District of New York

ANNICK M. PERSINGER, SBN 272996
MAREN I. CHRISTENSEN, SBN 320013

TYCKO & ZAVAREEI LLP

1970 Broadway, Suite 1070

Oakland, CA 94612

Telephone (510) 254-6808

Facsimile (202) 973-0950

apersinger@tzlegal.com

mchristensen@tzlegal.com

Attorney for Plaintiffs

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

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

Plaintiffs,

vs.

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

Defendants.

Case No. 3:17-cv-755-CW

**DECLARATION OF ANNICK M.
PERSINGER IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 I, Annick M. Persinger, declare as follows:

2 1. I am a partner at the law firm of Tycko & Zavareei LLP and attorney of record for
3 Plaintiffs in the above-captioned case. I am a member of the California bar and I am licensed to
4 practice law before this Court. I have knowledge of the matters set forth herein based on my personal
5 knowledge and my review of the records of my law firm and would testify competently to them if
6 called upon to do so.

7 2. On the basis of my investigation into this case, and experience with and knowledge of
8 the law and procedure governing the claims of Plaintiffs and the Class, it is my belief that the recovery
9 provided by the Settlement Agreement—a \$3.2 million settlement fund and significant injunctive relief—
10 is an excellent recovery that is in the best interests of the Class. The Settlement will provide monetary
11 benefits in the form of cash awards and debt relief to class members and non-monetary benefits in
12 the form of changes to Libre’s business practices, notice and claims administration, as well as fees and
13 expenses.

14 3. At trial, plaintiffs would face significant risk to their claims, stemming from the
15 difficulty of proving the costs associated with their GPS monitors and the fees paid to third parties;
16 the complexity and expense of protracted fact and expert discovery; and the challenges associated with
17 obtaining certification of a nationwide class in a contested class certification motion.

18 4. The information provided by Libre during the mediation process was enough to
19 permit us to act intelligently in light of the maximum damages available and the significant risks
20 presented by continued litigation. It is the same information we would have sought during formal
21 discovery, but by using both formal and informal discovery, we were able to focus on the information
22 most relevant to our clients’ claims.

23 5. I am confident in Plaintiffs’ claims, but I am also pragmatic about the risks of
24 continued litigation, including an adverse ruling on summary judgment or class certification; the
25 possibility of a jury finding the costs associated with the GPS device were reasonable; or another
26 finding in favor of Libre at trial. Moreover, even if Plaintiffs prevailed at trial, any recovery could be
27 significantly delayed by an appeal. Continuing to litigate this matter is likely to be protracted and costly.
28

DECLARATION OF ANNICK M. PERSINGER IN SUPPORT OF PLAINTIFF’S MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Case No. 3:17-cv-755-CW

1 In this context, the amount of the Net Settlement Award to be distributed to Class members is an
2 outstanding recovery that provides substantial relief to the Class without further delay.

3 6. The parties have sufficient information to inform the Court of the viability of the
4 claims and permit both sides and Court to adequately evaluate the strengths and weaknesses of their
5 respective positions, and risks to both sides in the absence of settlement. Class Counsel have fully
6 analyzed the Plaintiffs' facts, the information provided by Libre concerning the GPS monitors, the
7 documents produced during discovery, deposition testimony collected in this case, and applicable legal
8 principles. After taking into account the substantial risks of continued litigation and the likelihood that
9 the Action, if not settled now, will be protracted and expensive, I am satisfied that the Settlement is
10 in the best interests of the Class.

11 7. I have attached a true and correct copy of the firm resume of my law firm, Tycko &
12 Zavareei, LLP as **Exhibit 1**. As our resumes shows, Class Counsel has substantial experience in
13 litigation, certification, and settlement of class action lawsuits. Based on my experience, Libre's
14 attorneys are also highly experienced in this type of litigation.

15 8. Tycko & Zavareei, LLP's current lodestar is \$617,349.80, and currently has incurred
16 \$44,254.92 in expenses.

	Hours	Rate	Lodestar
Annick Persinger	510.1	\$661.00	\$337,176.10
Audrey Abate	18.1	\$203.00	\$3,674.30
Chloe Nyunji Noh	84	\$203.00	\$17,052.00
Collin Hoover	12.8	\$203.00	\$2,598.40
Hassan Zavareei	4.7	\$899.00	\$4,225.30
Jeffrey Kaliel	115.8	\$747.00	\$86,502.60
Jennifer Thelusma	6.4	\$372.00	\$2,380.80
Jonathan Tycko	2.5	\$899.00	\$2,247.50
Katherine Aizpuru	0.80	\$458.00	\$366.40
Kristen Law Sagafi	32.1	\$747.00	\$23,978.70

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DECLARATION OF ANNICK M. PERSINGER IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Case No. 3:17-cv-755-CW

EXHIBIT 1



Annick M. Persinger

Partner

510.254.6808
apersinger@tzlegal.com

Annick M. Persinger leads Tycko & Zavareei's California office as California's Managing Partner. While at Tycko & Zavareei, Ms. Persinger has dedicated her practice to utilizing California's prohibitions against unfair competition and false advertising to advocate for consumers. Ms. Persinger has taken on financial institutions, companies that take advantage of consumers with deceptive advertising, tech companies that disregard user privacy, companies that sell defective products, and mortgage loan servicers. Ms. Persinger also represents whistleblowers who expose their employer's fraudulent practices.

Ms. Persinger graduated magna cum laude as a member of the Order of the Coif from the University of California, Hastings College of the Law in 2010. While in law school, Ms. Persinger served as a member of Hastings Women's Law Journal, and authored two published articles. In 2008, Ms. Persinger received an award for Best Oral Argument in the first year moot court competition. In 2007, Ms. Persinger graduated cum laude from the University of California, San Diego with a B.A. in Sociology, and minors in Law & Society and Psychology.

Following law school, Ms. Persinger worked as a legal research attorney for Judge John E. Munter in Complex Litigation at the San Francisco Superior Court.

Ms. Persinger served as an elected board member of the Bay Area Lawyers for Individual Freedom (BALIF) from 2017 to 2019, and as Co-Chair of BALIF from 2018 to 2019. During her term on the BALIF Board of Directors, Ms. Persinger advocated for LGBTQI community members with intersectional identities, and promoted anti-racism and anti-genderism. Ms. Persinger now serves as a Steering Committee member for the Cambridge Forum on Plaintiffs' Food Fraud Litigation.



Education

University of California Hastings
College of Law, 2010 *Magna Cum
Laude*, Order of the Coif

University of California San Diego,
2007 *Cum Laude*

Bar Admissions

California

Memberships

American Association for Justice
Plaintiffs' Food Fraud Litigation,
2020 Steering Committee Member
Public Justice

Awards

Super Lawyer, Rising Star 2020
UC Hastings, *Best Oral Argument* 2008

1 Jesse Newmark (SBN 247488)
Aidin Castillo (SBN 280262)
2 CENTRO LEGAL DE LA RAZA
3022 International Blvd., Suite 410
3 Oakland, California 94601
Telephone: (510) 437-1863
4 jnewmark@centrolegal.org
acastillo@centrolegal.org

5 *Attorneys for Plaintiffs and the Proposed Class*

6 **UNITED STATES DISTRICT COURT**
7
8 **NORTHERN DISTRICT OF CALIFORNIA**

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

12 Plaintiff,

13 v.

14 LIBRE BY NEXUS, INC. and JOHN DOES
15 1-50,

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

**DECLARATION OF JESSE NEWMARK
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL**

Date: July 7, 2020

Time: 2:30 p.m.

Courtroom: TBD

Judge: Hon. Claudia Wilken

1 I, Jesse Newmark, declare:

2 1. I am an attorney admitted to practice before all Courts of the State of California,
3 and counsel of record for Plaintiffs and the putative class in this case. I have personal knowledge
4 of all of the facts set forth in this Declaration unless otherwise stated, and I am competent to
5 testify to these facts if called on to do so.

6 **ORGANIZATION**

7 2. Founded in 1969, Centro Legal de la Raza (Centro Legal) is an Oakland-based
8 nonprofit organization that has provided legal services to low-income and immigrant clients
9 throughout Central and Northern California for more than fifty years. Our work includes direct
10 legal services, impact litigation, policy advocacy, and community outreach and education, for the
11 rights of immigrants, workers, tenants, and consumers. We have more than forty attorneys and
12 advocates who represent thousands of low-income and immigrant clients each year.

13 **EXPERIENCE**

14 3. I have practiced law in California for fourteen years, since graduating from
15 Harvard Law School in 2006. I have completed two federal clerkships, for Judge Richard A.
16 Paez on the U.S. Ninth Circuit Court of Appeals, and Judge Dean D. Pregerson for the Central
17 District of California. I have been the litigation director at Centro Legal since 2013, where I
18 manage Centro Legal's affirmative and impact litigation docket across our program areas.

19 4. I have been certified as class counsel in state and federal court, in class actions
20 for low-income and immigrant class members like those here. See Gonzalez v. Sessions, 325
21 F.R.D. 616, 625 (N.D. Cal. 2018), aff'd, Aleman Gonzalez v. Barr, 955 F.3d 762, No. 18-16465,
22 2020 WL 1684034 (9th Cir. 2018) ("The four attorneys at Centro Legal . . . have experience
23 litigating complex immigration cases."); United States ex rel. Terry v. Wasatch, 327 F.R.D. 395,
24 (E.D. Cal. 2018), petition to appeal denied, No. 18-80091, 2018 WL 6118456 (9th Cir. 2018)
25 ("Counsel's credentials reflect long-standing advocacy for low-income tenants and sufficient
26 familiarity with class action litigation."); Navarrete v. Burma Superstar Oakland, Inc., No.
27 RG16830336 (Alameda County Super. Ct. 2016) (certifying class counsel and granting final
28 approval of \$1.3 million settlement for low-wage and immigrant restaurant workers).

1 5. I am lead counsel for Centro Legal in several other ongoing class actions for low-
2 income and immigrant clients. See Brown v. Upside Gading, LP, No. RG18928503 (Alameda
3 County Super. Ct. 2018), 42 Cal.App.5th 140 (2019); Cruz v. Las Montañas, No. MSC17-00330
4 (Contra Costa County Super. Ct. 2017); Portillo-Cardoza v. Fox, No. RG16843364 (Alameda
5 County Super. Ct. 2016).

6 6. I have also successfully represented and continue to represent low-income and
7 immigrant clients in complex and multi-plaintiff actions in state and federal court. See, e.g.,
8 Lopez v. Jaber, No. RG15772595 (Alameda County Super. Ct. 2015) (\$2 million settlement in a
9 complex habitability action); Mancilla v. Abundis, No. RG19030501 (Alameda County Super.
10 Ct. 2019); Campana v. Hileman, No. RG19024346 (Alameda County Super. Ct. 2019); Gonzalez
11 v. Cam Huong, Inc., No. RG18892554 (Alameda County Super. Ct. 2018); Araiza v. Rockwell
12 Drywall, Inc., Nos. 18CV323572, 18CV323583 (Santa Clara County Super. Ct. 2018); City of
13 Oakland v. Lee, No. RG1889710 (Alameda County Super. Ct. 2018); Sanchez v. Leong, No.
14 RG18916383 (Alameda County Super. Ct. 2018); Cortez v. Choice Hotels Int'l, Inc., No.
15 RG17847671 (Alameda County Super. Ct. 2017); Alvarez v. Hernandez, No. RG17883958
16 (Alameda County Super. Ct. 2017); Baños v. Polymeric Tech. Inc., No. RG16834861 (Alameda
17 County Super. Ct. 2016); Garcia v. Dominguez, No. 3:14-cv-02271 (N.D. Cal. 2014); Navarijo-
18 Arevalo v. Capital Bldg. Maint., No. RG14747820 (Alameda County Super. Ct. 2014); Pinto v.
19 Laundry Express, Inc., No. RG14715334 (Alameda County Super. Ct. 2014).

20 7. I previously worked as a Deputy City Attorney for the City of Oakland, where I
21 was lead counsel for the City in complex cases on behalf of low-income and immigrant tenants
22 and victims of immigration fraud. See City of Oakland v. Am. Legal Servs., No. RG10496098
23 (Alameda County Super. Ct. 2013) (civil action for injunctive relief, penalties, and restitution for
24 hundreds of low-income immigrants defrauded by an immigration consultant firm, resulting in a
25 \$15.1 million judgment); People v. Avalon Success, LLC, No. RG09455940, 2010 WL 4919588
26 (Alameda County Super. Ct. 2010) (civil action for hundreds of low-income and immigrant
27 tenants facing violations of state and local housing laws, with a final judgment providing
28 extensive injunctive relief).

1 8. These and other cases have resulted in significant injunctive relief and important
2 legal decisions for low-income and immigrant communities like those in this case.

3 9. I first worked at Centro Legal as an attorney and Skadden Fellow, representing
4 low-income consumers, tenants, and workers, as well as clients in immigration court.

5 10. I have published articles discussing litigation and advocacy for low-income and
6 immigrant clients and communities. See, e.g., Newmark, [Legal Aid Affairs: Collaborating with](#)
7 [Local Governments on the Side](#), 21 B.U. Pub. Int. L.J. 195 (2012). I also present at trainings on
8 immigrants' rights law and class action litigation, such as the Impact Fund's Class Action
9 Training Institute and the Public Rights Projects' panel on affirmative litigation.

10 11. Through this decade of specialized legal work, I have particular expertise in the
11 complex procedural and substantive areas of law at issue in this case, including the interrelation
12 of federal, state, and local laws and contracts on low-income and immigrant communities.

13 12. Aidin Castillo is the directing attorney for Centro Legal's immigrants' rights
14 program. Ms. Castillo graduated from UC Davis School of Law in 2011.

15 13. For almost 10 years, Ms. Castillo has devoted her time exclusively to representing
16 low-income and immigrant clients.

17 14. Ms. Castillo is an expert in all aspects of immigration law, including the legal
18 issues surrounding immigration bonds and removal defense at issue in this case.

19 15. Through this work, Ms. Castillo is regularly involved in regional and national
20 impact litigation and policy advocacy.

21 16. Ms. Castillo is also part of an extended network of immigrants' rights
22 practitioners engaged in direct legal services, impact litigation, and policy advocacy.

23 17. Ms. Castillo has successfully litigated numerous cases in immigration courts and at
24 the Board of Immigration Appeals.

25 18. Ms. Castillo regularly conducts immigration law trainings for staff attorneys, pro
26 bono attorneys, and law students. As the directing attorney for immigrants' rights at Centro Legal,
27 she also supervises a staff of over 30 people, including attorneys, paralegals, and legal assistants on
28 their legal work.

1 19. Before coming to Centro Legal, Ms. Castillo worked at the Immigrant Legal
2 Resource Center, a national organization renowned for expertise in immigration law. During this
3 time, Ms. Castillo conducted dozens of statewide, regional, and national trainings for judges,
4 attorneys, and other legal advocates, on a variety of immigration law topics, including those at
5 issue in this case. She co-authored and edited numerous immigration law training manuals,
6 practice advisories, and other secondary sources on a wide range of immigration topics.

7 20. Ms. Castillo also previously worked as a policy attorney in Washington D.C.,
8 writing federal immigration legislative proposals for Congress and policy proposals to the office
9 of U.S. Citizenship & Immigration Services, to protect immigrants from increased immigration
10 enforcement actions that would result in prolonged immigration detention.

11 21. Ms. Castillo makes extensive use of this decade of specialized experience and
12 training to provide support to immigrant clients and class members, as she has done in this case.

13 **SETTLEMENT**

14 22. Based on my experience, I believe that the Settlement Agreement (Agreement) in
15 this case is in the best interests of the Class. I have considered both the benefits to the Class
16 from the Agreement and the potential benefits from further litigation, taking into account the
17 potential risks on the merits of the claims and in the class certification process, delays from
18 further litigation and likely appeals, and evidence of Defendant's financial status.

19 23. Most important, the Agreement requires critical policy changes by Libre by
20 Nexus (LBN) to address the claims in this action, including: (1) translating contracts in written
21 and audio formats and posting them online; (2) providing clear and concise contract terms; (3)
22 using best efforts to ensure meaningful review of contracts prior to signing; (4) not making any
23 immigration-related threats; (5) modifying language on criminal prosecution; (5) removing GPS
24 monitors in a timely manner for pregnancy or medical necessity, or upon termination of
25 immigration proceedings; (6) not requiring leg-affixed GPS monitors for new LBN clients with
26 smaller bond amounts; (7) transitioning to ankle monitors that are less intrusive and do not
27 require LBN clients to stay in place to charge the monitors; and (8) using commercially
28 reasonable efforts to transition away from use of ankle monitors altogether and to instead use

1 wrist bracelet monitors, cellular telephones, or periodic check-ins. The Agreement also provides
2 substantial monetary relief: cash payments for former LBN clients; and debt relief, total monthly
3 payment caps, fee waivers, and discounted monthly payments for current LBN clients.

4 **ATTORNEYS' FEES AND COSTS**

5 24. Centro Legal's lodestar as of June 1, 2020, is \$501,226.40, based on 696.77 total
6 attorney hours and the Adjusted Laffey Matrix.

7 **SERVICE AWARDS**

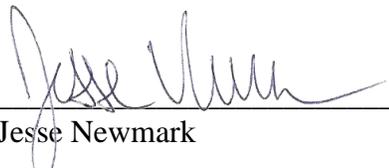
8 25. Plaintiffs took on significant personal, professional, and emotional risk in
9 bringing this lawsuit, and invested substantial time and effort to obtain the proposed critical
10 injunctive and monetary relief for the Class.

11 26. Plaintiffs fully participated in the analysis and planning of this action throughout
12 the litigation. They spent many hours reviewing and signing documents, responding to
13 discovery, testifying at depositions, participating in meetings with their attorneys, and otherwise
14 working to obtain benefits for the entire Class. Many of the Plaintiffs had to take unpaid time off
15 work to participate in these essential aspects of the litigation.

16 27. As immigrant clients, or family members of immigrant clients, facing removal
17 proceedings and previously in immigration detention, Plaintiffs here faced particular risks in
18 bringing this action, including the possibility of retaliation and having to disclose highly personal
19 information about themselves and their family members. Plaintiffs also had to discuss extremely
20 sensitive aspects of their experiences in immigration detention and removal proceedings.

21 28. For these reasons, immigrant clients and their family members are often
22 understandably reluctant to participate in legal actions, particularly high-profile actions like the
23 national class action litigation here. Plaintiffs nonetheless chose to do so and thereby obtained
24 the proposed critical relief for tens of thousands of Class Members.

25 I declare under penalty of perjury under the laws of California that the foregoing is true
26 and correct, and that this declaration was executed in Oakland, California, on June 2, 2020.

27
28 

Jesse Newmark

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**UNITED STATES DISTRICT COURT
CALIFORNIA NORTHERN DISTRICT (OAKLAND)**

Quintanilla Vasquez, et al.,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

Libre by Nexus, Inc.

Defendant.

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

**DECLARATION OF JENNIFER M.
KEOUGH REGARDING PROPOSED
NOTICE PLAN**

I, Jennifer M. Keough, declare and state as follows:

INTRODUCTION

1. I am Chief Executive Officer (“CEO”) of JND Class Action Administration (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and Counsel for the Plaintiffs and Defendant (“Counsel”), and if called upon to do so, I could and would testify competently thereto.

1 merchandise credits, and other means; (7) qualified settlement fund tax reporting; and (8) all
2 other functions related to the secure and accurate administration of class action settlements.
3 JND is an approved vendor for the United States Securities and Exchange Commission (“SEC”)
4 as well as for the Federal Trade Commission (“FTC”). We also have Master Services
5 Agreements with various law firms, corporations, banks, and other government agencies, which
6 were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and
7 procedures. JND has also been certified as SOC 2 compliant by noted accounting firm Moss
8 Adams. Finally, JND has been recognized by various publications, including the National Law
9 Journal, the Legal Times, and, most recently, the New York Law Journal, for excellence in class
10 action administration.

11 7. The principals of JND, including myself, collectively have over 75 years of
12 experience in class action legal and administrative fields. We have personally overseen some of
13 the most complex administration programs, including: \$20 billion Gulf Coast Claims Facility,
14 \$10 billion Deepwater Horizon BP Settlement, \$6.15 billion WorldCom Securities Settlement,
15 \$3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action ever), and
16 \$3.05 billion VisaCheck/MasterMoney Antitrust Settlement.

17 8. In the past several months alone, JND has been appointed Notice Expert in the
18 following matters: *Linneman, et al. v. Vita-Mix Corp.*, Case No. 15-cv-748 (S.D. Ohio); *In re*
19 *Intuit Data Litigation*, Case No. 15-cv-1778 (N.D. Cal.); *In re Broiler Chicken Antitrust*
20 *Litigation*, Case No. 16-cv-8637 (N.D. Ill.); *McWilliams v. City of Long Beach*, Case No.
21 BC361469 (Cal. Super. Ct.); *Granados v. County of Los Angeles*, Case No. BC361470 (Cal.
22 Super. Ct.); *Finerman v. Marriott Ownership Resorts, Inc.*, Case No. 14-cv-1154 (M.D. Fla.);
23

1 *Huntzinger, et al. v. Suunto Oy, et al.*, Case No. 37-2018-00027159-CU-BT-CTL (Cal. Super.
2 Ct.); *Dover v. British Airways, PLC (UK)*, Case No. 12-cv-5567 (E.D.N.Y.); and *Monplaisir, et*
3 *al. v. Integrated Tech Group, LLC and ITG Communications LLC*, Case No. 19-cv-01484-WHA
4 (N.D. Cal.) I have also been appointed as the Independent Claims Administrator (“ICA”) by the
5 United States District Court for the Northern District of California in *Allagas v. BP Solar Int’l,*
6 *Inc.*, Case No. 14-cv-560.

7 9. JND’s Legal Notice Team, which operates under my direct supervision,
8 researches, designs, develops, and implements a wide array of legal notice programs to meet the
9 requirements of Rule 23 of the Federal Rules of Civil Procedure and relevant state court rules.
10 Our notice campaigns, which are regularly approved by courts throughout the United States, use
11 a variety of media, including newspapers, press releases, magazines, trade journals, radio,
12 television, social media, and the internet, depending on the circumstances and allegations of the
13 case, the demographics of the class, and habits of its members, as reported by various research
14 and analytics tools. During my career, I have submitted several hundred affidavits to courts
15 throughout the country attesting to our role in the creation and launch of various media
16 programs.

17 **NOTICE PLAN SUMMARY**

18 10. This section summarizes all elements of the Notice Program that will be part of
19 this Settlement. The proposed Notice Plan is designed to inform Settlement Class Members of
20 the proposed class action Settlement between Plaintiffs and Defendant Libre by Nexus, Inc.
21 (“LBN”). The Settlement Class in this matter is defined as ‘all current or former LBN “program
22 participants” and “sponsors” who paid, or caused to be paid on their behalf, a fee to LBN.’
23

1 Excluded from the Settlement Class are:(a) individuals for whom LBN or any surety or bond
2 company has paid a treasury invoice or the bond or for whom a demand for payment for breach
3 of a bond has been made by the U.S. Government which remains outstanding or open; (b) any
4 judge or magistrate presiding over this action and members of their families; (c) Defendant and
5 its current or former employees; and (d) all persons who properly execute and file a timely
6 request for exclusion.

7 11. The Notice Plan described and detailed below has been designed to reach the
8 Settlement Class through text message notice with supplemental mailed postcard efforts, print
9 publication, and website notice. The proposed Notice Plan includes the following components:
10 CAFA Notice, Text Message Notice, Notice Publication, Settlement Website, and Class Action
11 Administrator Email and Mailing Address.

12 **NOTICE PLAN DETAILS**

13 12. **CAFA Notice:** JND will provide notice of the proposed Settlement under the
14 Class Action Fairness Act (“CAFA”), 28 U.S.C. §1715(b) no later than 10 days after the
15 proposed Agreement is filed with the Court. JND will provide such notice to the appropriate
16 state and federal government officials.

17 13. **Text Message Direct Notice:** An adequate notice program must satisfy “due
18 process” when reaching a class. The United States Supreme Court, in the seminal case of
19 *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974), clearly stated that direct notice (when
20 possible) is the preferred method for reaching a class when feasible. In addition, Rule 23(c)(2)
21 of the Federal Rules of Civil Procedure requires that “the court must direct to class members
22 the best notice that is practicable under the circumstances, including individual notice to all
23

1 members who can be identified through reasonable effort. The notice may be by one or more
2 of the following: United States mail, electronic means, or other appropriate means.” Due to the
3 nature of this class, we believe electronic notice provided through text messaging to Class
4 Member’s mobile phone numbers to be the best noticing practice. We will send an initial text
5 notice to the approximately 48,000 class members, with two additional attempts for text
6 messages that fail to send on the first attempt. The text message will direct Class Members to
7 the Settlement Website, where complete notice information will be available in both English
8 and Spanish.

9 14. **Supplemental Postcard Notice:** If, even after the two additional text message
10 attempts, a text message fails to send or JND receives other information indicating that the
11 message did not reach the intended recipient, JND shall send a Postcard Notice by mail to that
12 Settlement Class Member at the last mailing address in LBN’s records.

13 15. **Publication Notice:** JND will place a notice of the settlement in the following
14 periodicals: *La Opinion*, *El Sol*, and *El Mundo* and mail the publication notice to the following
15 organizations: American Immigration Lawyers Association, National Immigration Project of
16 the National Lawyers Guild.

17 16. **Settlement Website:** JND will develop and deploy an informational and
18 interactive, case-specific Settlement Website in both English and Spanish on which the Long
19 Form Notice, the Settlement Agreement, the Preliminary Approval Order, and other important
20 case documents will be posted. The Settlement Website will provide answers to frequently
21 asked questions and include contact information for both the Class Action Administrator and
22 Class Counsel.

1 opportunity to review a plain language notice with the ability to easily take the next steps to
2 learn more about the Settlement.

3 I declare under penalty of perjury under the laws of the United States of America that the
4 foregoing is true and correct.

5 Executed on June 2, 2020, at Seattle, Washington.

6
7 By: 
8 Jennifer M. Keough

Exhibit A

JENNIFER KEOUGH

CHIEF EXECUTIVE OFFICER AND CO-FOUNDER



I.

INTRODUCTION

Jennifer Keough is Chief Executive Officer and a Founder of JND Legal Administration (“JND”). She is the only judicially recognized expert in all facets of class action administration - from notice through distribution. With more than 20 years of legal experience, Ms. Keough has directly worked on hundreds of high-profile and complex administration engagements, including such landmark matters as the \$20 billion Gulf Coast Claims Facility, \$10 billion BP Deepwater Horizon Settlement, \$3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action settlement ever), \$3.05 billion VisaCheck/MasterMoney Antitrust Settlement, \$1.3 billion Equifax Data Breach Settlement, \$1 billion Stryker Modular Hip Settlement, \$600 million Engle Smokers Trust Fund, \$215 million USC Student Health Center Settlement, and countless other high-profile matters. She has been appointed notice expert in many notable cases and has testified on settlement matters in numerous courts and before the Senate Committee for Indian Affairs.

The only female CEO in the field, Ms. Keough oversees more than 200 employees at JND’s Seattle headquarters, as well as other office locations around the country. She manages all aspects of JND’s class action business from day-to-day processes to high-level strategies. Her comprehensive expertise with noticing, claims

processing, Systems and IT work, call center, data analytics, recovery calculations, check distribution, and reporting gained her the reputation with attorneys on both sides of the aisle as the most dependable consultant for all legal administration needs. Ms. Keough also applies her knowledge and skills to other divisions of JND, including mass tort, lien resolution, government services, and eDiscovery. Given her extensive experience, Ms. Keough is often called upon to consult with parties prior to settlement, is frequently invited to speak on class action issues and has authored numerous articles in her multiple areas of expertise.

Ms. Keough launched JND with her partners in early 2016. Just a few months later she was named as the Independent Claims Administrator (“ICA”) in a complex BP Solar Panel Settlement. Ms. Keough also started receiving numerous appointments as notice expert and in 2017 was chosen to oversee a restitution program in Canada where every adult in the country was eligible to participate. Also, in 2017, Ms. Keough was named a female entrepreneur of the year finalist in the 14th annual Stevie Awards for Women in Business. In 2015 and 2017, she was recognized as a “Woman Worth Watching” by Profiles in Diversity Journal.

Since JND’s launch, Mrs. Keough has also been featured in numerous news sources. In 2019, she was highlighted in an Authority Magazine article, “5 Things I wish someone told me before I became a CEO,” and a Moneyish article, “This is exactly how rampant ‘imposter syndrome’ is in the workforce.” In 2018, she was featured in several Fierce CEO articles, “JND Legal Administration CEO Jennifer Keough aids law firms in complicated settlements,” “Special Report—Women CEOs offer advice on defying preconceptions and blazing a trail to the top,” and “Companies stand out with organizational excellence,” as well as a Puget Sound Business Journal article, “JND Legal CEO Jennifer Keough handles law firms’ big business.” In 2013, Mrs. Keough appeared in a CNN article, “What Changes with Women in the Boardroom.”

Prior to forming JND, Ms. Keough was Chief Operating Officer and Executive Vice President for one of the then largest administration firms in the country, where she oversaw operations in several offices across the country and was responsible for all large and critical projects. Previously, Ms. Keough worked as a class action business

analyst at Perkins Coie, one of the country's premier defense firms, where she managed complex class action settlements and remediation programs, including the selection, retention, and supervision of legal administration firms. While at Perkins she managed, among other matters, the administration of over \$100 million in the claims-made Weyerhaeuser siding case, one of the largest building product class action settlements ever. In her role, she established a reputation as being fair in her ability to see both sides of a settlement program.

Ms. Keough earned her J.D. from Seattle University. She graduated from Seattle University with a B.A. and M.S.F. with honors.



II

LANDMARK CASES

Jennifer Keough has the distinction of personally overseeing the administration of more large class action programs than any other notice expert in the field. Some of her largest engagements include the following:

1. Allagas v. BP Solar Int'l, Inc.

No. 14-cv-00560 (N.D. Cal.)

Ms. Keough was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator (“ICA”) supervising the notice and administration of this complex settlement involving inspection, remediation, and replacement of solar panels on homes and businesses throughout California and other parts of the United States. Ms. Keough and her team devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. She also built a program that included a team of operators to answer claimant questions, a fully interactive dedicated website with on-line claim filing capability, and a team trained in the very complex intricacies of solar panel mechanisms. In her role as ICA, Ms. Keough regularly reported to the parties and the Court as to the progress of the administration. In addition to her role as ICA, Ms. Keough also acted as mediator for those claimants who opted out of the settlement to pursue their claims individually against BP. Honorable Susan Illston, recognized the complexity of the settlement when appointing Ms. Keough the ICA (December 22, 2016):

The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible and avoids risk to class certification and the Class’s case on the merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator (“ICA”) as provided under the Settlement.

2. Careathers v. Red Bull North America, Inc.

No. 13-cv-0369 (KPF) (S.D.N.Y.)

Due to the nature of this case, direct notice was impossible. Therefore, Ms. Keough assisted in the design of a publication notice and claims administration program intended to reach the greatest number of affected individuals. Due to the success of the notice program, the informational website designed by Ms. Keough and her team received an unprecedented 67 million hits in less than 24 hours. The Claims Administration program received over 2 million claim forms submitted through the three available filing options: online, mail, and email. Judge Katherine Polk Failla approved the notice program (May 12, 2015) finding:

...that the Notice to the Settlement Class... was collectively the best notice practicable under the circumstances of these proceedings of the matters set forth therein, and fully satisfies the requirements of Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure, due process, and any other applicable laws.

3. Chester v. The TJX Cos.

No. 15-cv-01437 (C.D. Cal.)

As the notice expert, Ms. Keough proposed a multi-faceted notice plan designed to reach over eight million class members. Where class member information was available, direct notice was sent via email and via postcard when an email was returned as undeliverable or for which there was no email address provided. Additionally, to reach the unknown class members, Ms. Keough's plan included a summary notice in eight publications directed toward the California class and a tear-away notice posted in all TJ Maxx locations in California. The notice effort also included an informational and interactive website with online claim filing and a toll-free number that provided information 24 hours a day. Additionally, associates were available to answer class member questions in both English and Spanish during business hours. Honorable Otis D. Wright, II approved the plan (May 14, 2018):

...the Court finds and determines that the Notice to Class Members was complete and constitutionally sound, because individual notices were mailed and/or emailed to all Class Members whose identities and addresses are reasonably known to the Parties, and Notice was published in accordance with this Court's Preliminary Approval Order, and such notice was the best notice practicable.

4. Cobell v. Salazar

No. 96 CV 1285 (TFH) (D. D.C.)

As part of the largest government class action settlement in our nation's history, Ms. Keough worked with the U.S. Government to implement the administration program responsible for identifying and providing notice to the two distinct but overlapping settlement classes. As part of the notice outreach program, Ms. Keough participated in multiple town hall meetings held at Indian reservations located across the country. Due to the efforts of the outreach program, over 80% of all class members were provided notice. Additionally, Ms. Keough played a role in creating the processes for evaluating claims and ensuring the correct distributions were made. Under Ms. Keough's supervision, the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of 1 percent of all claim determinations made by the processing team were appealed. Ms. Keough was called upon to testify before the Senate Committee for Indian Affairs, where Senator Jon Tester of Montana praised her work in connection with notice efforts to the American Indian community when he stated: "Oh, wow. Okay... the administrator has done a good job, as your testimony has indicated, [discovering] 80 percent of the whereabouts of the unknown class members." Additionally, when evaluating the Notice Program, Judge Thomas F. Hogan concluded (July 27, 2011):

...that adequate notice of the Settlement has been provided to members of the Historical Accounting Class and to members of the Trust Administration Class.... Notice met and, in many cases, exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual

notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).

5. Gulf Coast Claims Facility (GCCF)

The GCCF was one of the largest claims processing facilities in U.S. history and was responsible for resolving the claims of both individuals and businesses relating to the Deepwater Horizon oil spill. The GCCF, which Ms. Keough helped develop, processed over one million claims and distributed more than \$6 billion within the first year-and-a-half of its existence. As part of the GCCF, Ms. Keough and her team coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. She also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

6. Hernandez v. Experian Info. Solutions, Inc.

No. 05-cv-1070 (C.D. Cal.)

This case asserts claims in violation of the Fair Credit Reporting Act. The litigation dates back to 2005, when José Hernandez filed his original Class Action Complaint in *Hernandez v. Equifax Info. Services, LLC*, No. 05-cv-03996 (N.D. Cal.), which was later transferred to C.D. Cal. and consolidated with several other related cases. In April 2009, a settlement agreement between Defendants and some plaintiffs was reached that would provide payments of damage awards from a \$45 million settlement fund. However, after being granted final approval by the Court, the agreement was vacated on appeal by the United States Circuit Court of Appeals for the Ninth Circuit. The parties resumed negotiations and reached an agreement in April 2017. The settlement provided both significant monetary (approximately \$38.7 million in non-reversionary cash) and non-monetary benefits. Ms. Keough oversaw the notice and administration efforts for the entire litigation. In approving the settlement and responding to objections about notice and administration expenses, Honorable David O. Carter, stated (April 6, 2018):

The Court finds, however, that the notice had significant value for the Class, resulting in over 200,000 newly approved claims—a 28% increase in the number of Class members who will receive claimed benefits—not including the almost 100,000 Class members who have visited the CCRA section of the Settlement Website thus far and the further 100,000 estimated visits expected through the end of 2019. (Dkt. 1114-1 at 3, 6). Furthermore, the notice and claims process is being conducted efficiently at a total cost of approximately \$6 million, or \$2.5 million less than the projected 2009 Proposed Settlement notice and claims process, despite intervening increases in postage rates and general inflation. In addition, the Court finds that the notice conducted in connection with the 2009 Proposed Settlement has significant ongoing value to this Class, first in notifying in 2009 over 15 million Class members of their rights under the Fair Credit Reporting Act (the ignorance of which for most Class members was one area on which Class Counsel and White Objectors’ counsel were in agreement), and because of the hundreds of thousands of claims submitted in response to that notice, and processed and validated by the claims administrator, which will be honored in this Settlement.

7. In re Air Cargo Shipping Servs. Antitrust Litig.

No. 06-md-1775 (JG) (VVP) (E.D.N.Y.)

This antitrust settlement involved five separate settlements. As a result, many class members were affected by more than one of the settlements, Ms. Keough constructed the notice and claims programs for each settlement in a manner which allowed for the comparison of claims data. Each claims administration program included claims processing, review of supporting evidence, and a deficiency notification process. The deficiency notification process included mailing of deficiency letters, making follow up phone calls, and sending emails to class members to help them complete their claim. To ensure accuracy throughout the claims process for each of the settlements, Ms. Keough created a process which audited many of the claims that were eligible for payment.

8. In re Classmates.com

No. C09-45RAJ (W.D. Wash.)

Ms. Keough managed a team that provided email notice to over 50 million users with an estimated success rate of 89%. When an email was returned as undeliverable, it was re-sent up to three times in an attempt to provide notice to the entire class. Additionally, Ms. Keough implemented a claims administration program which received over 699,000 claim forms and maintained three email addresses in which to receive objections, exclusions, and claim form requests. The Court approved the program when it stated:

The Court finds that the form of electronic notice... together with the published notice in the Wall Street Journal, was the best practicable notice under the circumstances and was as likely as any other form of notice to apprise potential Settlement Class members of the Settlement Agreement and their rights to opt out and to object. The Court further finds that such notice was reasonable, that it constitutes adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of Due Process...

9. In re Equifax Inc. Customer Data Sec. Breach Litig.

No. 17-md-2800-TWT (N.D. Ga.)

JND was appointed settlement administrator, under Ms. Keough's direction, for this complex data breach settlement valued at \$1.3 billion with a class of 147 million individuals nationwide. Ms. Keough and her team oversaw all aspects of claims administration, including the development of the case website which provided notice in seven languages and allowed for online claim submissions. In the first week alone, over 10 million claims were filed. Overall, the website received more than 200 million hits and the Contact Center handled well over 100,000 operator calls. Ms. Keough and her team also worked closely with the Notice Provider to ensure that each element of the media campaign was executed in the time and manner as set forth in the Notice Plan.

Approving the settlement on January 13, 2020, Judge Thomas W. Thrash, Jr. acknowledged JND's outstanding efforts:

JND transmitted the initial email notice to 104,815,404 million class members beginning on August 7, 2019. (App. 4, ¶¶ 53-54). JND later sent a supplemental email notice to the 91,167,239 class members who had not yet opted out, filed a claim, or unsubscribed from the initial email notice. (Id., ¶¶ 55-56). The notice plan also provides for JND to perform two additional supplemental email notice campaigns. (Id., ¶ 57)...JND has also developed specialized tools to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). As a result, class members have the opportunity to file a claim easily and have that claim adjudicated fairly and efficiently...The claims administrator, JND, is highly experienced in administering large class action settlements and judgments, and it has detailed the efforts it has made in administering the settlement, facilitating claims, and ensuring those claims are properly and efficiently handled. (App. 4, ¶¶ 4, 21; see also Doc. 739-6, ¶¶ 2-10). Among other things, JND has developed protocols and a database to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). Additionally, JND has the capacity to handle class member inquiries and claims of this magnitude. (App. 4, ¶¶ 5, 42). This factor, therefore, supports approving the relief provided by this settlement.

10. In re General Motors LLC Ignition Switch Litig.

No. 2543 (MDL) (S.D.N.Y.)

Ms. Keough oversaw the creation of a Claims Facility for the submission of injury claims allegedly resulting from the faulty ignition switch. The Claims Facility worked with experts when evaluating the claim forms submitted. First, the Claims Facility reviewed thousands of pages of police reports, medical documentation, and pictures to determine whether a claim met the threshold standards of an eligible claim for further review by the expert. Second, the Claims Facility would inform the expert that a claim was ready for its review.

Ms. Keough constructed a database which allowed for a seamless transfer of claim forms and supporting documentation to the expert for further review.

11. In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010

No. 2179 (MDL) (E.D. La.)

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. There were two separate legal settlements that provided for two claims administration programs. One of the programs was for the submission of medical claims and the other was for the submission of economic and property damage claims. Ms. Keough played a key role in the formation of the claims program for the evaluation of economic and property damage claims. Additionally, Ms. Keough built and supervised the back-office mail and processing center in Hammond, Louisiana, which was the hub of the program. The Hammond center was visited several times by Claims Administrator Pat Juneau -- as well as by the District Court Judge and Magistrate -- who described it as a shining star of the program.

12. In re Stryker Rejuvenate and ABG II Hip Implant Products Liab. Litig.

No. 13-2441 (MDL) (D. Minn.)

Ms. Keough and her team were designated as the escrow agent and claims processor in this \$1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. As the claims processor, Ms. Keough and her team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. Additionally, she oversaw the creation of a deficiency process to ensure claimants were notified of their deficient submission and provided an opportunity to cure. The program

also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

13. In re The Engle Trust Fund

No. 94-08273 CA 22 (Fla. 11th Jud. Cir. Ct.)

Ms. Keough played a key role in administering this \$600 million landmark case against the country's five largest tobacco companies. Miles A. McGrane, III, Trustee to the Engle Trust Fund recognized Ms. Keough's role when he stated:

The outstanding organizational and administrative skills of Jennifer Keough cannot be overstated. Jennifer was most valuable to me in handling numerous substantive issues in connection with the landmark Engle Trust Fund matter. And, in her communications with affected class members, Jennifer proved to be a caring expert at what she does.

14. In re Washington Mut. Inc., Sec. Litig.

No. 08-md-1919 MJP (W.D. Wash.)

Ms. Keough supervised the notice and claims administration for this securities class action which included three separate settlements with defendants totaling \$208.5 million. In addition to mailing notice to over one million class members, Ms. Keough managed the claims administration program, including the review and processing of claims, notification of claim deficiencies, and distribution. In preparation for the processing of claims, Ms. Keough and her team established a unique database to store the proofs of claim and supporting documentation; trained staff to the particulars of this settlement; created multiple computer programs for the entry of class member's unique information; and developed a program to calculate the recognized loss amounts pursuant to the plan of allocation. The program was designed to allow proofs of claim to be filed by mail or through an online portal. The deficiency process was established in order to reach out to class members who submitted incomplete proof of claims. It involved reaching out to claimants via letters, emails, and telephone calls.

15. In re Yahoo! Inc. Sec. Litig.

No. 17-cv-373 (N.D. Cal.)

Ms. Keough oversaw the notice and administration of this \$80 million securities settlement. In approving the settlement, Judge Lucy H. Koh, stated (September 7, 2018):

The Court hereby finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions: met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and 15 U.S.C. § 78u-4(a)(7) (added to the Exchange Act by the Private Securities Litigation Reform Act of 1995); constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation.

16. Linneman v. Vita-Mix Corp.

No. 15-cv-748 (S.D. Ohio)

Ms. Keough was hired by plaintiff counsel to design a notice program regarding this consumer settlement related to allegedly defective blenders. The Court approved Ms. Keough's plan and designated her as the notice expert for this case. As direct notice to the entire class was impracticable due to the nature of the case, Ms. Keough proposed a multi-faceted notice program. Direct notice was provided by mail or email to those purchasers identified through Vita-Mix's data as well as obtained through third parties, such as retailers, dealers, distributors, or restaurant supply stores. To reach the unknown class members, Ms. Keough oversaw the design of an extensive media plan that included published notice in *Cooking Light*, *Good Housekeeping*, and *People* magazine and digital notice placements through Facebook/Instagram, Twitter, and Conversant, as well as a paid search campaign through Google and Bing. In addition, the program included an informational and interactive website where class members could submit claims electronically, and a toll-free number that

provided information to class members 24 hours a day. When approving the plan, Honorable Susan J. Dlott stated (May 3, 2018):

JND Legal Administration, previously appointed to supervise and administer the notice process, as well as oversee the administration of the Settlement, appropriately issued notice to the Class as more fully set forth in the Agreement, which included the creation and operation of the Settlement Website and more than 3.8 million mailed or emailed notices to Class Members. As of March 27, 2018, approximately 300,000 claims have been filed by Class Members, further demonstrating the success of the Court-approved notice program.

17. Loblaw Card Program

Jennifer Keough was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program as a result of a price-fixing scheme by some employees of the company involving bread products. The program offered a \$25 Card to all adults in Canada who purchased bread products in Loblaw stores between 2002 and 2015. Some 28 million Canadian residents were potential claimants. Ms. Keough and her team: (1) built an interactive website that was capable of withstanding hundreds of millions of “hits” in a short period of time; (2) built, staffed and trained a call center with operators available to take calls twelve hours a day, six days a week; (3) oversaw the vendor in charge of producing and distributing the cards; (4) was in charge of designing and overseeing fraud prevention procedures; and (5) handled myriad other tasks related to this high-profile and complex project.

18. New Orleans Tax Assessor Project

After Hurricane Katrina, the City of New Orleans began to reappraise properties in the area which caused property values to rise. Thousands of property owners appealed their new property values and the City Council did not have the capacity to handle all the appeals in a timely manner. As a result of the large number of appeals, the City of New Orleans hired Ms. Keough to design a unique database to store each appellant’s historical property documentation.

Additionally, Ms. Keough designed a facility responsible for scheduling and coordinating meetings between the 5,000 property owners who appealed their property values and real estate agents or appraisers. The database that Ms. Keough designed facilitated the meetings between the property owners and the property appraisers by allowing the property appraisers to review the property owner's documentation before and during the appointment with them.

19. USC Student Health Ctr. Settlement

No. 18-cv-04258-SVW (C.D. Cal.)

JND was approved as the Settlement Administrator in this important \$215 million settlement that provides compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall at the USC Student Health Center during a nearly 30-year period. Ms. Keough and her team designed a notice effort that included mailed and email notice to potential Class members, digital notices on Facebook, LinkedIn, and Twitter, an internet search effort, notice placements in USC publications/eNewsletters, and a press release. In addition, her team worked with USC staff to ensure notice postings around campus, on USC's website and social media accounts, and in USC alumni communications, among other things. Ms. Keough ensured the establishment of an all-female call center, fully trained to handle delicate interactions, with the goal of providing excellent service and assistance to every woman affected. She also worked with JND staff handling lien resolution for this case. Preliminary approving the settlement, Honorable Stephen V. Wilson stated (June 12, 2019):

The Court hereby designates JND Legal Administration ("JND") as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.

20. Williams v. Weyerhaeuser Co.

Civil Action No. 995787 (Cal. Super. Ct.)

This landmark consumer fraud litigation against Weyerhaeuser Co. had over \$100 million in claims paid. The action involved exterior hardboard siding installed on homes and other structures throughout the United States from January 1, 1981 to December 31, 1999 that was alleged to be defective and prematurely fail when exposed to normal weather conditions.

Ms. Keough oversaw the administration efforts of this program, both when she was employed by Perkins Coie, who represented defendants, and later when she joined the administration firm handling the case. The claims program was extensive and went on for nine years, with varying claims deadlines depending on when the class member installed the original Weyerhaeuser siding. The program involved not just payments to class members, but an inspection component where a court-appointed inspector analyzed the particular claimant's siding to determine the eligibility and award level. Class members received a check for their damages, based upon the total square footage of damaged siding, multiplied by the cost of replacing, or, in some instances, repairing, the siding on their homes. Ms. Keough oversaw the entirety of the program from start to finish.



JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Keough's work as outlined above and by the sampling of judicial comments from other JND programs listed below.

1. Judge Joan B. Gottschall

In re Navistar MaxxForce Engines Mktg., Sales Practices and Products, (January 3, 2020)
No. 14-cv-10318 (N.D. Ill.):

In accordance with PTO 29 and subsequent orders, the settlement administrator, a corporation for which Jennifer Keough ("Keough" or "settlement administrator") speaks, filed several declarations updating the court on the notice, opt-out, and claims process... the court finds that the settlement is fair, reasonable, and adequate.

2. Judge Fernando M. Olguin

Ahmed v. HSBC Bank USA, NA, (December 30, 2019)
No. 15-cv-2057-FMO-SPx (N.D. Ill.):

On June 21, 2019, the court granted preliminary approval of the settlement, appointed JND Legal Administration ("JND") as settlement administrator... the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members' right to exclude themselves from the action, and their right to object to the proposed settlement... the reaction of the class has been very positive.

3. Honorable Steven I. Locke

Donnenfield v. Petro, Inc., (December 4, 2019)
No. 17-cv-02310 (E.D.N.Y.):

WHEREAS, the Patties have agreed to use JND Legal Administration ("JND"), an experienced administrator of class action settlements, as the claims administrator

for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.

4. Judge Sarah D. Morrison

Blasi v. United Debt Serv., LLC, (November 5, 2019)

No. 14-cv-0083 (S.D. Ohio):

JND Class Action Administration (“JND”), the claims administrator, mailed 166,597 notices to the class and had 10,377 notices returned as undeliverable. *Id.* at 6. Of those, JND re-mailed 2,306 to updated addresses. *Id.* 7. In addition, the website hosted 3,606 users who registered 10,170 page views. *Id.* As of August 14, 2019, JND had received 11,178 claim forms that remained under review. *Id.* Not one objection was lodged, and no one sought exclusion. *Id.*... Through the postcard mailing and the website, the Court finds that the Class Representatives have utilized the best possible yet reasonable means to effectuate notice. Consequently, the Court holds that the Settlement Notice is sufficient.

5. Judge Steven Shreder

DASA Inv., Inc. v. EnerVest Operating LLC, (October 30, 2019)

No. 18-cv-00083-SPS (E.D. Okla.):

The Court appoints JND Class Action Administration to act as Settlement Administrator and to perform the associated responsibilities set forth in the Settlement Agreement.

6. Judge Cormac J. Carney

In re ConAgra Foods Inc., (October 8, 2019)

No. 11-cv-05379-CJC-AGR (C.D. Cal.):

Following the Court’s preliminary approval, JND used a multi-pronged notice campaign to reach people who purchased Wesson Oils...As of September 19, 2019,

only one class member requested to opt out of the settlement class, with another class member objecting to the settlement. The reaction of the class has thus been overwhelmingly positive, and this factor favors final approval.

7. Judge Teri L. Jackson

Lee v. Hertz Corp., Dollar Thrifty Auto. Grp. Inc., (August 30, 2019)
No. CGC-15-547520 (Cal. Super. Ct.):

On April, 16, 2019, the Court issued Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, in which the Court did the following...appointed JND Legal Administration as the Settlement Administrator...The manner and form of notice...was the best notice practicable under the circumstances, was valid, due, and sufficient notice to all members of the Settlement Class, and complied fully with California law and due process.

8. Honorable Patti B. Saris

Baker v. Equity Residential Mgmt., LLC, (August 16, 2019)
No. 18-cv-11175 (D. Mass.):

The Court appoints JND Legal Administration as Claims Administrator to serve the Class Notice, and if the Settlement is approved, to administer the Settlement and to conduct the claims process.

9. Honorable David E. Gregerson

Dougherty v. Barrett Bus. Serv., Inc., (June 28, 2019)
No. 17-2-05619-1 (Wash. Super. Ct.):

The Court appoints JND Legal Administration as the Settlement Administrator. The Settlement Administrator shall disseminate notice to Class Members, by mail and email, calculate settlement payments, mail settlement payments and tax forms, and create a settlement website.

10. Judge Barbara Jacobs Rothstein

Wright v. Lyft, Inc., (May 29, 2019)

No. 17-cv-23307-MGC 14-cv-00421-BJR (W.D. Wash.):

The Court also finds that the proposed method of distributing relief to the class is effective. JND Legal Administration (“JND”), an experienced claims administrator, undertook a robust notice program that was approved by this Court...

11. Judge J. Walton McLeod

Boskie v. Backgroundchecks.com, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.

12. Honorable James Donato

In re Resistors Antitrust Litig., (May 2, 2019)

No. 15-cv-03820-JD (N.D. Cal.):

The Court approves as to form and content the proposed notice forms, including the long form notice and summary notice, attached as Exhibits B and D to the Second Supplemental Declaration of Jennifer M. Keough Regarding Proposed Notice Program (ECF No. 534-3). The Court further finds that the proposed plan of notice – including Class Counsel’s agreement at the preliminary approval hearing for the KOA Settlement that direct notice would be effectuated through both U.S. mail and electronic mail to the extent electronic mail addresses can be identified following a reasonable search – and the proposed contents of these notices, meet the requirements of Rule 23 and due process, and are the best notice practicable under the circumstances and shall

constitute due and sufficient notice to all persons entitled thereto. The Court appoints the firm of JND Legal Administration LLC as the Settlement Administrator.

13. Honorable Leigh Martin May

Bankhead v. First Advantage Background Serv. Corp., (April 30, 2019)

No. 17-cv-02910-LMM-CCB (N.D. Ga.):

The Court appoints JND Legal Administration as Settlement Administrator... The Court approves the notice plans for the Class as set forth in the declaration of the JND Legal Administration. The Court finds that class notice fully satisfies the requirements of due process of the Federal Rules of Civil Procedure. The notice plan constitutes the best notice practicable under the circumstances of the Class.

14. Honorable P. Kevin Castel

Hanks v. Lincoln Life & Annuity Co. of New York, (April 23, 2019)

No. 16-cv-6399 PKC (S.D.N.Y.):

The Court approves the form and contents of the Short-Form Notice and Long-Form Notice (collectively, the “Notices”) attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on April 2, 2019, at Docket No. 120...The form and content of the notices, as well as the manner of dissemination described below, therefore meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto...the Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.

15. Judge Cormac J. Carney

In re ConAgra Foods Inc., (April 4, 2019)

No. 11-cv-05379-CJC-AGR (C.D. Cal.):

The bids were submitted to Judge McCormick, who ultimately chose JND Legal Administration to propose to the Court to serve as the settlement administrator.

(Id. ¶ 65.) In addition to being selected by a neutral third party, JND Legal Administration appears to be well qualified to administer the claims in this case... The Court appoints JND Legal Administration as Settlement Administrator... JND Legal Administration will reach class members through a consumer media campaign, including a national print effort in People magazine, a digital effort targeting consumers in the relevant states through Google Display Network and Facebook, newspaper notice placements in the Los Angeles Daily News, and an internet search effort on Google. (Keough Decl. ¶ 14.) JND Legal Administration will also distribute press releases to media outlets nationwide and establish a settlement website and toll-free phone number. (Id.) The print and digital media effort is designed to reach 70% of the potential class members. (Id.) The newspaper notice placements, internet search effort, and press release distribution are intended to enhance the notice's reach beyond the estimated 70%. (Id.)

16. Honorable William J. McGovern, III, J.S.C.

Atl. Ambulance Corp. v. Cullum and Hitti, (March 29, 2019)

No. MRS-L-264-12 (N.J. Super. Ct.):

The Court finds that the manner and form of notice set forth in the Settlement Agreement (Class Notice) was provided to the Settlement Class Members and Settlement Sub-class Members by JND Legal Administration, the Court-appointed Administrator of the Settlement...The Class Notice satisfied the requirements of due process and R. 4:32-2 and constitutes the best practicable notice under the circumstances.

17. Judge Edward M. Chen

In re MyFord Touch Consumer Litig., (March 28, 2019)

No. 13-cv-3072 (EMC) (N.D. Ca.):

The parties have justified their choice of JND as Settlement Administrator... And the Court finds that the language of the class notice is appropriate and that the means of notice is the “best notice...practicable under the circumstances.”

18. Judge Jonathan Goodman

Belanger v. RoundPoint Mortgage Servicing, (March 28, 2019)

No. 17-cv-23307-MGC (S.D. Fla.):

Class Counsel has filed with the Court a declaration from Jennifer M. Keough, Chief Executive Officer at JND Legal Administration, the independent third-party Settlement Administrator for the Settlement, establishing that the Mail Notice, Claim Form, and Claim Form Instructions were mailed to Noticed Class Members on December 12, 2018; the Settlement Website and IVR toll-free telephone number system were established on December 12, 2018; internet advertising was published beginning December 14, 2018; and the Publication Notice was published on January 7, 2019. Adequate Class Notice was given to the Noticed Class Members in compliance with the Settlement Agreement and the Preliminary Approval Order.

19. Judge Steven P. Shreder

Chieftain Royalty Co. v. Marathon Oil Co., (March 8, 2019)

No. 17-cv-334 (E.D. Okla.):

The Court also approves the efforts and activities of the Settlement Administrator, JND Legal Administration, and the Escrow Agent, Signature Bank, in assisting with certain aspects of the administration of the Settlement, and directs them to continue to assist Class Representatives in completing the administration and distribution of the Settlement in accordance with the Settlement Agreement, this Judgment, any Plan of Allocation approved by the Court, and the Court's other orders.

20. Judge Thomas S. Zilly

Connolly v. Umpqua Bank, (February 28, 2019)

No. C15-517 (TSZ) (W.D. Wash.):

Notice of the proposed class action settlement and of the final approval hearing scheduled for February 21, 2019, was sent to all members of the Class in the manner described in the Declaration of Jennifer M. Keough, the Chief Executive Officer of JND Legal Administration, which is the Settlement Administrator for this matter...

the methods of transmitting notices to class members, along with the maintenance of a dedicated website, were the best notice practicable under the circumstances and comported with Federal Rule of Civil Procedure 23 and the Due Process Clause of the United States Constitution.

21. Judge Kathleen M. Daily

Podawiltz v. Swisher Int'l, Inc., (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

22. Honorable Robert W. Lehrburger

Hines v. CBS Television Studios, (February 5, 2019)

No. 17-cv-7882 (PGG) (S.D.N.Y.):

Class Members were provided with the best notice practicable under the circumstances. The Court further finds that the Notice and its distribution comported with all constitutional requirements, including those of due process. No Class Member opted out of or objected to the Settlement. Moreover, approximately 57% of Class Members returned the Claim form, which represents a substantial response from the Settlement Class...On August 24, 2018 the Court preliminary appointed JND as the Settlement Claims Administrator in this action. JND is an experienced administrator of Class Action settlements nationwide.

23. Judge Naomi Reice Buchwald

In re LIBOR-Based Fin. Instruments Antitrust Litig., (December 20, 2018)

No. 11-md-2262 (NRB) (S.D.N.Y.):

The Court hereby finds that the forms and methods of notifying the Lender Class of the Settlements and their terms and conditions met the requirements of the United

States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all Lender Class Members entitled thereto of these proceedings and the matters set forth herein, including the Settlements and Plan of Distribution.

24. Judge Kimberly E. West

Reirdon v. Cimarex Energy Co., (December 18, 2018)

No. 16-CIV-113 (KEW) (E.D. Okla.):

The Court further finds that due and proper notice, by means of the Notice and Summary Notice, was given to the Settlement Class in conformity with the Settlement Agreement and Preliminary Approval Order...The Court also approves the efforts and activities of the Settlement Administrator, JND Legal Administration, and the Escrow Agent, Signature Bank, in assisting with certain aspects of the administration of the Settlement, and directs them to continue to assist Class Representative in completing the administration and distribution of the Settlement in accordance with the Settlement Agreement, this Judgment, any Plan of Allocation approved by the Court, and the Court's other orders.

25. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.

26. Judge Mark H. Cohen

Liotta v. Wolford Boutiques, LLC, (November 30, 2018)

No. 16-cv-4634 (N.D. Ga.):

The Notice Program included written mail notice via post-card pursuant to addresses determined from a look-up on the telephone numbers using a historic look-up process designed to identify the owner of the relevant telephone numbers on July 7, 2016 and September 2, 2016. Keough Decl. ¶¶ 3-4. The Claims Administrator used multiple databases to determine addresses and names of the cellular telephone owners at the time the text messages were sent. Keough Decl. ¶ 3. The Parties' filed evidence that the Claims Administrator provided notice in conformance with the Notice Program approved by the Court. Id. ¶ 4 & Ex. A; Settlement Agreement § C.4; Prelim. Approval Order at 16-17. This notice constituted the most effective and best notice practicable under the circumstances of the Settlement Agreement and the fairness hearing. The notice constituted due and sufficient notice for all other purposes to all persons entitled to receive notice.

27. Judge Kimberly E. West

Cecil v. BP America Prod. Co., (November 19, 2018)

No. 16-cv-410 (RAW) (E.D. Okla.):

The form, content, and method of communicating the Notice of Settlement, together with the class settlement website referred to therein: (i) constituted the best notice practicable under the circumstances; (ii) constituted notice reasonably calculated, under the circumstances, to apprise potential Class Members of the pendency of the Litigation, the proposed Settlement Agreement, their right to exclude themselves from the proposed Settlement Agreement and resulting Settlement, their right to object to the same of any part thereof, and their right to appear at the Final Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to such notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, the Due Process protection of the State of Oklahoma, and any other applicable law.

28. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

29. Honorable Beth Labson Freeman

Wahl v. Yahoo! Inc., (November 15, 2018)

No. 17-cv-2745 (BLF) (N.D. Cal.):

The Settlement Class was provided with adequate notice of the settlement and an opportunity to object or opt out. The notice satisfied all applicable legal requirements, including those under Federal Rule of Civil Procedure 23 and the United States Constitution.

30. Honorable Tanya Walton Pratt

Pierce v Anthem Ins. Cos., (November 13, 2018)

No. 15-cv-00562-TWP-TAB (S. D. Ind.):

The Court hereby finds and concludes that Notice and the Supplemental Notice was disseminated to members of the Settlement Class in accordance with the terms of the Agreement and that the Notice and its dissemination were in compliance with the Agreement and this Court's Preliminary Approval. The Court further finds and concludes that the Notice implemented pursuant to the Settlement Agreement constitutes the best practicable notice; is notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their

right to accept, object to or exclude themselves from the proposed settlement and to appear at the fairness hearing; constitutes reasonable, due, adequate and sufficient notice to all persons entitled to receive notice; and meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution and any Rules of the Court.

31. Judge Maren E. Nelson

Granados v. County of Los Angeles, (October 30, 2018)

No. BC361470 (Cal. Super. Ct.):

JND's Media Notice plan is estimated to have reached 83% of the Class. The overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.

32. Judge Maren E. Nelson

McWilliams v. City of Long Beach, (October 30, 2018)

No. BC361469 (Cal. Super. Ct.):

It is estimated that JND's Media Notice plan reached 88% of the Class and the overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.

33. Judge Cheryl L. Pollak

Dover v. British Airways, PLC (UK), (October 9, 2018)

No. 12-cv-5567 (E.D.N.Y.), in response to two objections:

JND Legal Administration was appointed as the Settlement Claims Administrator, responsible for providing the required notices to Class Members and overseeing the claims process, particularly the processing of Cash Claim Forms...the overwhelmingly positive response to the Settlement by the Class Members, reinforces the Court's conclusion that the Settlement is fair, adequate, and reasonable.

34. Judge Edward J. Davila

In re Intuit Data Litig., (October 4, 2018)

No. 15-CV-1778-EJD (N.D. Cal.):

The Court appoints JND Legal Administration ("JND") to serve as the Settlement Administrator...The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibit A thereto (herein, the "Notice Program"). The Court approves the form and content of the proposed forms of notice, in the forms attached as Attachments 1 through 3 to Exhibit A to the Agreement. The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.

35. Judge Michael H. Watson

O'Donnell v. Fin. American Life Ins. Co., (August 24, 2018)

No. 14-cv-01071 (S.D. Ohio):

The Court finds that the Class Notice and the notice methodology implemented pursuant to this Settlement Agreement (as evidenced by the Declaration of Settlement Administrator Keough, JND Legal Administration): (1) constituted the best practicable

notice; (2) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the terms of the Proposed Settlement, the available relief, the release of claims, their right to object or exclude themselves from the proposed Settlement, and their right to appear at the fairness hearing; (3) were reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

36. Judge Timothy J. Corrigan

Finerman v. Marriott Ownership Resorts, Inc., (August 15, 2018)

No. 14-cv-1154-J-32MCR (M.D. Fla.):

Notice was given by Mail in accordance with the Settlement Agreement and the Preliminary Approval Order. The Class Notice, Claim Form, Preliminary Approval Order, Petition for Attorney's Fees, and Settlement Agreement (without exhibits) were also posted on the Settlement Website at www.cruisefaresettlement.com. These forms of class notice fully complied with the requirements of Rule 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and were due and sufficient notice to all persons entitled to notice of the settlement of this lawsuit.

37. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (August 10, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the California and United States Constitutions, and any other applicable law.

38. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (June 22, 2018)

No. 16-cv-8637 (N.D. Ill.):

The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice vial mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach class members who could not be individually identified.

39. Honorable Stanley R. Chesler

Muir v. Early Warning Services, LLC, (June 13, 2018)

No. 16-cv-00521 (D.N.J.):

Notice to the Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Rule 23(e) and due process. The Court is informed the Mail Notice was sent by first class mail to approximately 211 Settlement Class Members by JND Legal Administration, the third-party Settlement Administrator.

40. Honorable Lewis A. Kaplan

Cline v. TouchTunes Music Corp., (May 24, 2018)

No. 14-CIV-4744 (LAK) (S.D.N.Y.):

The Court finds that the Notice Program has been implemented by the Claims Administrator and Parties, and that such Notice Program, including of the utilized Notice Form, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws.

41. Judge Janet T. Neff

Sullivan v. Wenner Media LLC, (May 22, 2018)

No. 16-cv-00960-JTN-ESC (W.D. Mich.):

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances.

42. Judge Maren E. Nelson

Djoric v. Justin Brands, Inc., (March 12, 2018)

No. BC574927 (Cal. Super. Ct.):

Based on the number of claims submitted the Court concludes that the notice was adequate and the best available means under the circumstances.

43. Judge Federico A. Moreno

Brna v. Isle of Capri Casinos and Interblock USA, LLC, (February 20, 2018)

No. 17-cv-60144 (FAM) (S.D. Fla.):

Class Counsel has filed with the Court a Declaration from JND Legal Administration, the independent third-party Settlement Administrator for the Settlement, establishing the Settlement Notice and Claim Form were delivered by email and mail to the class members on November 27, 2017 and December 4, 2017, the Settlement website was established on November 27, 2017, and Claim Forms were also available electronically on the website. Adequate notice was given to the Settlement Class Members in compliance with the Settlement Agreement and the preliminary approval order.

44. Honorable Percy Anderson

Nozzi v. Housing Authority for the City of Los Angeles, (February 15, 2018)

No. CV 07-380 PA (FFMx) (C.D. Cal.):

The notice given in this case was reasonably calculated to reach the Damages Class... Finally, a notice was published in the L.A. Times for three consecutive weeks on August 18, 2017, August 25, 2017, and September 1, 2017, and a 30-day internet advertising campaign was launched on Facebook, Instagram, and Twitter to inform Class Members about the settlement. (Keough Decl. ¶ 12.) The Court therefore concludes that the notice procedures satisfied the requirements of Due Process and Federal Rule of Civil Procedure 23(e).

45. Judge Ann D. Montgomery

In re Wholesale Grocery Prod. Antitrust Litig., (November 16, 2017)

No. 9-md-2090 (ADM) (TNL) (D. Minn.):

Notice provider and claims administrator JND Legal Administration LLC provided proof that mailing conformed to the Preliminary Approval Order in a declaration filed contemporaneously with the Motion for Final Approval of Class Settlement. This notice program fully complied with Fed. R. Civ. P. 23, satisfied the requirements of due process, is the best notice practicable under the circumstances, and constituted due and adequate notice to the Class of the Settlement, Final Approval Hearing and other matters referred to in the Notice.

46. Honorable Robert S. Lasnik

Gragg v. Orange Cab Co., (October 5, 2017)

No. C12-0576RSL (W.D. Wash.):

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances...The Class

Notice given to the Settlement Class Members satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of constitutional due process.

47. The Honorable Philip S. Gutierrez

Harris v. Amgen, Inc., (April 4, 2017)

No. CV 07-5442 PSG (PLAx) (C.D. Cal.):

Class counsel retained JND to provide notice and administration services for this litigation. See generally Keough Decl. JND mailed 13,344 class action notices to class members by first-class mail on January 14, 2017. See Keough Decl., ¶ 6. If the mailings returned undeliverable, JND used skip tracing to identify the most updated addresses for class members. Id. To date, JND reports that only 179 notices are undeliverable. Id. ¶ 7. Moreover, as of March 21, 2017, the deadline for filing objections, JND had received no objections to the final settlement agreement. The lack of objections is an indicator that class members find the settlement to be fair, reasonable, and adequate.

IV.

CASE EXPERIENCE

Ms. Keough has played an important role in hundreds of matters throughout her career. A partial listing of her notice and claims administration case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>Adair v. Michigan Pain Specialist, PLLC</i>	14-28156-NO	Mich. Cir.
<i>Adkins v. EQT Prod. Co.</i>	10-cv-00037-JPJ-PMS	W.D. Va.
<i>Adzhikosyan v. Denver Mgmt.</i>	BC648100	Cal. Super. Ct.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allagas v. BP Solar Int'l, Inc.</i>	14-cv-00560 (SI)	N.D. Cal.
<i>Amin v. Mercedes-Benz USA, LLC</i>	17-cv-01701-AT	N.D. Ga.
<i>Andreas-Moses v. Hartford Fire Ins. Co.</i>	17-cv-2019-Orl-37KRS	M.D. Fla.
<i>Anger v. Accretive Health</i>	14-cv-12864	E.D. Mich.
<i>Arthur v. Sallie Mae, Inc.</i>	10-cv-00198-JLR	W.D. Wash.
<i>Atkins v. Nat'l. Gen. Ins. Co.</i>	16-2-04728-4	Wash. Super. Ct.
<i>Atl. Ambulance Corp. v. Cullum & Hitti</i>	MRS-L-264-12	N.J. Super. Ct.
<i>Backer Law Firm, LLC v. Costco Wholesale Corp.</i>	15-cv-327 (SRB)	W.D. Mo.
<i>Baker v. Equity Residential Mgmt., LLC</i>	18-cv-11175	D. Mass.
<i>Bankhead v. First Advantage Background Services Corp.</i>	17-cv-02910-LMM-CCB	N.D. Ga.
<i>Barclays Dark Pool Sec. Litig.</i>	14-cv-5797 (VM)	S.D.N.Y.
<i>Barrett v. Nestle USA, Inc.</i>	18-cv-167-DPM	E.D. Ark.
<i>Belanger v. RoundPoint Mortgage Servicing</i>	17-cv-23307-MGC	S.D. Fla.
<i>Beltran v. InterExchange, Inc.</i>	14-cv-3074	D. Colo.
<i>Bergman v. Thelen LLP</i>	08-cv-05322-LB	N.D. Cal.
<i>Bey v. Encore Health Res.</i>	19-cv-00060	E.D. Tex.
<i>BlackRock Core Bond Portfolio v. Wells Fargo</i>	65687/2016	N.Y. Super. Ct.
<i>Blasi v. United Debt Serv., LLC</i>	14-cv-0083	S.D. Ohio
<i>Blocher v. Landry's Inc.</i>	14-cv-03213-MSS-JSS	M.D. Fla.
<i>Bollenbach Enters. Ltd. P'ship. v. Oklahoma Energy Acquisitions</i>	17-cv-134	W.D. Okla.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.

CASE NAME	CASE NUMBER	LOCATION
<i>Briones v. Patelco Credit Union</i>	RG 16805680	Cal. Super. Ct.
<i>Brna v. Isle of Capri Casinos</i>	17-cv-60144 (FAM)	S.D. Fla.
<i>Broussard v. Stein Mart, Inc.</i>	16-cv-03247	S.D. Tex.
<i>Browning v. Yahoo!</i>	C04-01463 HRL	N.D. Cal.
<i>Call v. Shutterstock</i>	SCV-262841	Cal. Super. Ct.
<i>Calvert v. Xcel Energy</i>	17-cv-02458-RBJ	D. Colo.
<i>Cambridge v. Sheetz, Inc.</i>	17-cv-01649-JEJ	M.D. Pa.
<i>Careathers v. Red Bull North America, Inc.</i>	13-cv-369 (KPF)	S.D.N.Y.
<i>Carmack v. Amaya Inc.</i>	16-cv-1884	D.N.J.
<i>Carson v. Cheers</i>	17-2-29644-9	Wash. Super. Ct.
<i>Castro v. Cont'l Airlines, Inc.</i>	14-cv-00169	C.D. Cal.
<i>Cecil v. BP America Prod. Co.</i>	16-cv-410 (RAW)	E.D. Okla.
<i>Chamblee v. TerraForm Power, Inc.</i>	16 MD 2742 (PKC)(AJP)	S.D.N.Y.
<i>Chanve c. E.I. Du Pont De Nemours</i>	16-cv-00376-MAC-ZJH	E.D. Tex.
<i>Chavez v. Our Lady of Lourdes Hosp.</i>	12-2-50575-9	Wash. Super. Ct.
<i>Chester v. TJX Cos.</i>	15-cv-1437 (ODW) (DTB)	C.D. Cal.
<i>Chieftain Royalty Co. v. Marathon Oil Co.</i>	17-cv-334	E.D. Okla.
<i>Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.</i>	17-cv-00336-KEW	E.D. Okla.
<i>Chieftain Royalty Co. v. XTO Energy, Inc.</i>	11-cv-00029-KEW	E.D. Okla.
<i>City of Los Angeles v. Bankrate, Inc.</i>	14-cv-81323 (DMM)	S.D. Fla.
<i>Cline v Sunoco, Inc.</i>	17-cv-313-JAG	E.D. Okla.
<i>Cline v. TouchTunes Music Corp.</i>	14-CIV-4744 (LAK)	S.D.N.Y.
<i>Cobell v. Salazar</i>	96-cv-1285 (TFH)	D.D.C.
<i>Common Ground Healthcare Coop. v. United States</i>	17-877C	F.C.C.
<i>Connolly v. Umpqua Bank</i>	C15-517 (TSZ)	W.D. Wash.
<i>Corona v. Sony Pictures Entm't Inc.</i>	14-CV-09600-RGK-E	C.D. Cal.
<i>Courtney v. Avid Tech., Inc.</i>	13-cv-10686-WGY	D. Mass.
<i>DASA Inv., Inc. v. EnerVest Operating LLC</i>	18-cv-00083-SPS	E.D. Okla.
<i>Davis v. Carfax, Inc.</i>	CJ-04-1316L	D. Okla.
<i>Dearth v. Hartford Fire Ins. Co.</i>	16-cv-1603-Orl-37LRH	M.D. Fla.
<i>DeFrees v. Kirkland and U.S. Aerospace, Inc.</i>	CV 11-04574	C.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>del Toro Lopez v. Uber Techs., Inc.</i>	14-cv-6255	N.D. Cal.
<i>Delkener v. Cottage Health Sys.</i>	30-2016-847934 (CU) (NP) (CXC)	Cal. Super. Ct.
<i>DeMarco v. AvalonBay Communities, Inc.</i>	15-cv-00628-JLL-JAD	D.N.J.
<i>De Santiago v. California Respite Care, Inc.</i>	CIVDS1807688	Cal. Super. Ct.
<i>Diaz v. Lost Dog Pizza, LLC</i>	17-cv-02228-WJM-NYW	D. Colo.
<i>Dixon v. Zabka</i>	11-cv-982	D. Conn.
<i>Djoric v. Justin Brands, Inc.</i>	BC574927	Cal. Super. Ct.
<i>Doan v. State Farm Gen. Ins. Co.</i>	1-08-cv-129264	Cal. Super. Ct.
<i>Donnenfeld v. Petro, Inc.</i>	17-cv-02310	E.D.N.Y.
<i>Dougherty v. Barrett Bus. Serv., Inc.</i>	17-2-05619-1	Wash. Super. Ct.
<i>Doughtery v. QuickSIUS, LLC</i>	15-cv-06432-JHS	E.D. Pa.
<i>Dover v. British Airways, PLC (UK)</i>	12-cv-5567	E.D.N.Y.
<i>Dozier v. Club Ventures Invs. LLC</i>	17BK10060	S.D.N.Y.
<i>Duran v. DirecTV</i>	4850 (1-14-CV-274709)	Cal. Super. Ct.
<i>Dwyer v. Snap Fitness, Inc.</i>	17-cv-00455-MRB	S.D. Ohio
<i>Easley v. The Reserves Network, Inc.</i>	16-cv-544	N.D. Ohio
<i>Edwards v. Arkansas Cancer Clinic, P.A.</i>	35CV-18-1171	Ark. Cir. Ct.
<i>Edwards v. Hearst Commc'ns., Inc.</i>	15-cv-9279 (AT) (JLC)	S.D.N.Y.
<i>EEOC v. Patterson-UTI Drilling Co. LLC</i>	5-cv-600 (WYD) (CBS)	D. Colo.
<i>Erica P. John Fund, Inc. v. Halliburton Co.</i>	02-cv-1152	N.D. Tex.
<i>Espenshade v. Wilcox & Wilcox</i>	BC647489	Cal. Super. Ct.
<i>Essex v. The Children's Place, Inc.</i>	15-cv-5621	D.N.J.
<i>Expedia Hotel Taxes & Fees Litig.</i>	05-2-02060-1 (SEA)	Wash. Super. Ct.
<i>Family Med. Pharmacy LLC v. Impax Labs., Inc.</i>	17-cv-53	S.D. Ala.
<i>Family Med. Pharmacy LLC v. Trxade Group Inc.</i>	15-cv-00590-KD-B	S.D. Ala.
<i>Farmer v. Bank of Am.</i>	11-cv-00935-OLG	W.D. Tex.
<i>Finerman v. Marriott Ownership Resorts, Inc.</i>	14-cv-1154-J-32MCR	M.D. Fla.
<i>Fitzgerald v. Lime Rock Res.</i>	CJ-2017-31	Okla. Dist. Ct.
<i>Folweiler v. Am. Family Ins. Co.</i>	16-2-16112-0	Wash. Super. Ct.
<i>Fosbrink v. Area Wide Protective, Inc.</i>	17-cv-1154-T-30CPT	M.D. Fla.
<i>Fresno County Employees Ret. Assoc. v. comScore Inc.</i>	16-cv-1820 (JGK)	S.D.N.Y.

CASE NAME	CASE NUMBER	LOCATION
<i>Frost v. LG Elec. MobileComm U.S.A., Inc.</i>	37-2012-00098755-CU-PL-CTL	Cal. Super. Ct.
<i>FTC v. Consumerinfo.com</i>	SACV05-801 AHS (MLGx)	C.D. Cal.
<i>Gazda v. Serve U Brands, Inc.</i>	E2019009233	N.Y. Super. Ct.
<i>Gehrich v. Howe</i>	37-2018-00041295-CU-SL-CTL	N.D. Ga.
<i>Gervasio v. Wawa, Inc.</i>	17-cv-245 (PGS) (DEA)	D.N.J.
<i>Gormley v. magicJack Vocaltec Ltd.</i>	16-cv-1869	S.D.N.Y.
<i>Gragg v. Orange Cab Co.</i>	C12-0576RSL	W.D. Wash.
<i>Granados v. County of Los Angeles</i>	BC361470	Cal. Super., Ct.
<i>Grant v. Ballard Mgmt, Inc.</i>	18-2-54890-0 SEA	Wash. Super. Ct.
<i>Hahn v. Hanil Dev., Inc.</i>	BC468669	Cal. Super. Ct.
<i>Hall v. Dominion Energy</i>	18-cv-00321-JAG	E.D. Va.
<i>Halperin v. YouFit Health Clubs</i>	18-cv-61722-WPD	S.D. Fla.
<i>Hanks v. Lincoln Life & Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Harris v. Amgen, Inc.</i>	CV 07-5442 PSG (PLAx)	C.D. Cal.
<i>Harris v. Chevron U.S.A., Inc.</i>	15-cv-00094	W.D. Okla.
<i>Harrison v. Strategic Experiential Group</i>	RG16 807555	Cal. Super. Ct.
<i>Health Republic Ins. Co. v. United States</i>	16-259C	F.C.C.
<i>Hernandez v. Experian Info. Solutions, Inc.</i>	05-cv-1070 (DOC) (MLGx)	C.D. Cal.
<i>Hernandez v. Great Western Pacific Inc.</i>	18-2-08788-1 SEA	Wash. Super. Ct.
<i>Hernandez v. United States Cold Storage of California, Inc.</i>	S-1500-CV-282297-SPC	Cal. Super. Ct.
<i>Hines v. CBS Television Studios</i>	17-cv-7882 (PGG)	S.D.N.Y.
<i>Holt v. Murphy Oil USA, Inc.</i>	17-cv-911	N.D. Fla.
<i>Hopwood v. Nuance Commc'n, Inc.</i>	4:13-cv-02132-YGR	N.D. Cal.
<i>Howard v. Southwest Gas Corp.</i>	18-cv-01035-JAD-VCF	D. Nev.
<i>Howell v. Checkr, Inc.</i>	17-cv-4305	N.D. Cal.
<i>Huntzinger v. Suunto Oy</i>	37-2018-27159 (CU) (BT) (CTL)	Cal. Super. Ct.
<i>In re Air Cargo Shipping Servs. Antitrust Litig.</i>	06-md-1775 (JG) (VVP)	E.D.N.Y.
<i>In re Akorn, Inc. Sec. Litig.</i>	15-c-1944	N.D. Ill.
<i>In re Am. Express Fin. Advisors Sec. Litig.</i>	04 Civ. 1773 (DAB)	S.D.N.Y.
<i>In re AMR Corp. (American Airlines Bankr.)</i>	1-15463 (SHL)	S.D.N.Y.
<i>In re Auction Houses Antitrust Litig.</i>	00-648 (LAK)	S.D.N.Y.

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<i>In re AudioEye, Inc. Sec. Litig.</i>	15-cv-163 (DCB)	D. Ariz.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Classmates.com</i>	C09-45RAJ	W.D. Wash.
<i>In re ConAgra Foods Inc.</i>	11-cv-05379-CJC-AGR	C.D. Cal.
<i>In re CRM Holdings, Ltd. Sec. Litig.</i>	10-cv-00975-RPP	S.D.N.Y.
<i>In re Equifax Inc. Customer Data Sec. Breach Litig.</i>	17-md-2800-TWT	N.D. Ga.
<i>In re General Motors LLC Ignition Switch Litig.</i>	2543 (MDL)	S.D.N.Y.
<i>In re Global Tel*Link Corp. Litig.</i>	14-CV-5275	W.D. Ark.
<i>In re GoPro, Inc. Shareholder Litig.</i>	CIV537077	Cal. Super. Ct.
<i>In re Guess Outlet Store Pricing</i>	JCCP No. 4833	Cal. Super. Ct.
<i>In re Initial Pub. Offering Sec. Litig. (IPO Sec. Litig.)</i>	No. 21-MC-92	S.D.N.Y.
<i>In re Intuit Data Litig.</i>	15-CV-1778-EJD	N.D. Cal.
<i>In re J.P. Morgan Stable Value Fund ERISA Litig.</i>	12-cv-02548-VSB	S.D.N.Y.
<i>In re Legacy Reserves LP Preferred Unitholder Litig.</i>	2018-225 (JTL)	Del. Ch.
<i>In re LIBOR-Based Fin. Instruments Antitrust Litig.</i>	11-md-2262 (NRB)	S.D.N.Y.
<i>In re MyFord Touch Consumer Litig.</i>	13-cv-3072 (EMC)	N.D. Cal.
<i>In re Navistar MaxxForce Engines Mktg., Sales Practices and Products</i>	14-cv-10318	N.D. Ill.
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010</i>	2179 (MDL)	E.D. La.
<i>In re PHH Lender Placed Ins. Litig.</i>	12-cv-1117 (NLH) (KMW)	D.N.J.
<i>In re Pokémon Go Nuisance Litig.</i>	16-cv-04300	N.D. Cal.
<i>In re Polyurethane Foam Antitrust Litig.</i>	10-md-196 (JZ)	N.D. Ohio
<i>In re Processed Egg Prod. Antitrust Litig.</i>	08-MD-02002	E.D. Pa.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Resonant Inc. Sec. Litig.</i>	15-cv-1970 (SJO) (MRW)	C.D. Cal.
<i>In re Stericycle, Inc. Sec. Litig.</i>	16-cv-07145	N.D. Ill.
<i>In re Stryker Rejuvenate and ABG II Hip Implant Products Liab. Litig.</i>	13-md-2441	D. Minn.
<i>In re SunTrust Banks, Inc. ERISA Litig.</i>	08-cv-03384-RWS	N.D. Ga.
<i>In re Tenet Healthcare Corp. Sec.</i>	CV-02-8462-RSWL (Rzx)	C.D. Cal.
<i>In re The Engle Trust Fund</i>	94-08273 CA 22	Fla. 11th Cir. Ct.
<i>In re Ubiquiti Networks Sec. Litig.</i>	18-cv-01620 (VM)	S.D.N.Y.

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<i>In re Unilife Corp. Sec. Litig.</i>	16-cv-3976 (RA)	S.D.N.Y.
<i>In re Washington Mut. Inc. Sec. Litig.</i>	8-md-1919 (MJP)	W.D. Wash.
<i>In re Webloyalty.com, Inc. Mktg. & Sales Practices Litig.</i>	06-11620-JLT	D. Mass.
<i>In re Wholesale Grocery Prod. Antitrust Litig.</i>	9-md-2090 (ADM) (TNL)	D. Minn.
<i>In re Williams Sec. Litig.</i>	02-CV-72-SPF (FHM)	N.D. Okla.
<i>In re Yahoo! Inc. Sec. Litig.</i>	17-cv-373	N.D. Cal.
<i>Ivery v. RMH Illinois, LLC and RMH Franchise Holdings, Inc.</i>	17-CIV-1619	N.D. Ill.
<i>Jerome v. Elan 99, LLC</i>	2018-02263	Tx. Dist. Ct.
<i>Jeter v. Bullseye Energy, Inc.</i>	12-cv-411 (TCK) (PJC)	N.D. Okla.
<i>Johnson v. MGM Holdings, Inc.</i>	17-cv-00541	W.D. Wash.
<i>Jones v. Encore Health Res.</i>	19-cv-03298	S.D. Tex.
<i>Jordan v. Things Remembered, Inc.</i>	114CV272045	Cal. Super. Ct.
<i>Kellgren v. Petco Animal Supplies, Inc.</i>	13-cv-644 (L) (KSC)	S.D. Cal.
<i>Kissel v. Code 42 Software Inc.</i>	15-1936 (JLS) (KES)	C.D. Cal.
<i>Konecky v Allstate</i>	CV-17-10-M-DWM	D. Mont.
<i>Krueger v. Ameriprise Fin., Inc.</i>	11-cv-02781 (SRN/JSM)	D. Minn.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lee v. Hertz Corp., Dollar Thrifty Auto. Grp. Inc.</i>	CGC-15-547520	Cal. Super. Ct.
<i>Linderman v. City of Los Angeles</i>	BC650785	Cal. Super. Ct.
<i>Lindsay v. Cutter Wireline Serv., Inc.</i>	7-cv-01445 (PAB) (KLM)	D. Colo.
<i>Linneman v. Vita-Mix Corp.</i>	15-cv-748	S.D. Ohio
<i>Lion Biotechnologies Sec. Litig.</i>	17-cv-02086-SI	N.D. Cal.
<i>Liotta v. Wolford Boutiques, LLC</i>	16-cv-4634	N.D. Ga.
<i>Lippert v. Baldwin</i>	10-cv-4603	N.D. Ill.
<i>Lloyd v. CVB Fin. Corp.</i>	10-cv-6256 (CAS)	C.D. Cal.
<i>Loblaw Card Program</i>	Remediation Program	
<i>Machado v. Endurance Int'l Grp. Holdings Inc.</i>	15-cv-11775-GAO	D. Mass.
<i>Malin v. Ambry Genetics Corp.</i>	30-2018-00994841-CU-SL-CXC	Cal. Super. Ct.
<i>Martinez v. Rial de Minas, Inc.</i>	16-cv-01947	D. Colo.
<i>McClellan v. Chase Home Fin.</i>	12-cv-01331-JGB-JEM	C.D. Cal.

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<i>McClintock v. Continuum Producer Serv., LLC</i>	17-cv-00259-JAG	E.D. Okla.
<i>McFarland v. Swedish Med. Ctr.</i>	18-2-02948-1 SEA	Wash. Super. Ct.
<i>McGann v. Schnuck Markets Inc.</i>	1322-CC00800	Mo. Cir. Ct.
<i>McKibben v. McMahon</i>	14-2171 (JGB) (SP)	C.D. Cal.
<i>McKnight Realty Co. v. Bravo Arkoma, LLC</i>	17-CIV-308 (KEW)	E.D. Okla.
<i>McNeal v. AccentCare, Inc.</i>	4:15cv03304	N.D. Cal.
<i>McNeill v. Citation Oil & Gas Corp.</i>	17-CIV-121 (KEW)	E.D. Okla.
<i>McWilliams v. City of Long Beach</i>	BC361469	Cal. Super. Ct.
<i>Mild v. PPG Indus., Inc.</i>	18-cv-04231	C.D. Cal.
<i>Millien v. Madison Square Garden</i>	17-cv-04000	S.D.N.Y.
<i>Moeller v. Advance Magazine Publishers, Inc.</i>	15-cv-05671 (NRB)	S.D.N.Y.
<i>Mohamed v. SkyHop Global LLC</i>	18-2-54565-0-KNT	Wash. Super. Ct.
<i>Mojica v. Securus Techs., Inc.</i>	14-cv-5258	W.D. Ark.
<i>Molnar v. 1-800-Flowers Retail, Inc.</i>	BC 382828	Cal. Super. Ct.
<i>Monteleone v. Nutro Co.</i>	14-cv-00801-ES-JAD	D.N.J.
<i>Moodie v. Maxim HealthCare Servs.</i>	14-cv-03471-FMO-AS	C.D. Cal.
<i>Morel v. Lions Gate Entm't Inc.</i>	16-cv-1407 (JFC)	S.D.N.Y.
<i>Muir v. Early Warning Services, LLC</i>	16-cv-00521	D.N.J.
<i>Mylan Pharm., Inc. v. Warner Chilcott Pub. Ltd.</i>	12-3824	E.D. Pa.
<i>Nasseri v. Cytosport, Inc.</i>	BC439181	Cal. Super. Ct.
<i>Nesbitt v. Postmates, Inc.</i>	CGC-15-547146	Cal. Super. Ct.
<i>New Orleans Tax Assessor Project</i>	Tax Assessment Program	
<i>New York v. Steven Croman</i>	450545/2016	N.Y. Super. Ct.
<i>NMPA Late Fee Program Groups I-IVA</i>	Remediation Program	CRB
<i>Nozzi v. Housing Authority of the City of Los Angeles</i>	CV 07-0380 PA (FFMx)	C.D. Cal.
<i>Nwabueza v. AT&T</i>	C 09-01529 SI	N.D. Cal.
<i>Ortega v. Borton & Sons, Inc.</i>	17-2-03005-39	Wash. Super. Ct.
<i>O'Donnell v. Fin. American Life Ins. Co.</i>	14-cv-01071	S.D. Ohio
<i>Ortez v. United Parcel Serv., Inc.</i>	17-cv-01202 (CMA) (SKC)	D. Colo.
<i>Paggos v. Resonant, Inc.</i>	15-cv-01970-SJO	C.D. Cal.
<i>Palazzolo v. Fiat Chrysler Auto. NV</i>	16-cv-12803	E.D. Mich.
<i>Parker v. Time Warner Entm't Co.</i>	239 F.R.D. 318	E.D.N.Y.

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<i>Parker v. Universal Pictures</i>	16-cv-1193-CEM-DCI	M.D. Fla.
<i>Parmelee v. Santander Consumer USA Holdings Inc.</i>	16-cv-783-K	N.D. Tex.
<i>Pemberton v. Nationstar Mortgage LLC</i>	14-cv-1024-BAS (MSB)	S.D. Cal.
<i>Petersen v. Costco Wholesale Co.</i>	13-cv-01292-DOC-JCG	C.D. Cal.
<i>Pickett v. Simos Insourcing Solutions Corp.</i>	1:17-cv-01013	N.D. Ill.
<i>Pierce v Anthem Ins. Cos.</i>	15-cv-00562-TWP-TAB	S. D. Ind.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Press v. J. Crew Group, Inc.</i>	56-2018-512503 (CU) (BT) (VTA)	Cal. Super. Ct.
<i>Purcell v. United Propane Gas, Inc.</i>	14-CI-729	Ky. 2nd Cir.
<i>Racies v. Quincy Bioscience, LLC</i>	15-cv-00292	N.D. Cal.
<i>Ralph v. Get Fresh Produce, Inc.</i>	2019-CH-02324	Ill. Cir. Ct.
<i>Ramos v. Hopele of Fort Lauderdale, LLC</i>	17-cv-62100	S.D. Fla.
<i>Reirdon v. Cimarex Energy Co.</i>	16-CIV-113 (KEW)	E.D. Okla.
<i>Rice v. Insync</i>	30-2014-00701147-CU-NP-CJC	Cal. Super. Ct.
<i>Rice-Redding v. Nationwide Mut. Ins. Co.</i>	18-cv-01203	N.D. Ga.
<i>Rich v. EOS Fitness Brands, LLC</i>	RIC1508918	Cal. Super. Ct.
<i>Rollo v. Universal Prop. & Cas. Ins.</i>	2018-027720-CA-01	Fla. Cir. Ct.
<i>Roman v. Antelope Valley Newspapers, Inc.</i>	BC382639	Cal. Super. Ct.
<i>Rotatori v. TGI Fridays</i>	14-0081-B	Mass. Super. Ct.
<i>Roth v. Bellevue Club</i>	19-2-07780-8	Wash. Super. Ct.
<i>Rozeboom v. Dietz & Watson</i>	17-cv-01266-RAJ	W.D. Wash.
<i>Ruppel v. Consumers Union of United States, Inc.</i>	16-cv-2444 (KMK)	S.D.N.Y.
<i>Saccoccio v. JP Morgan Chase</i>	13-cv-21107	S.D. Fla.
<i>San Antonio Fire & Police Pension Fund v. Dole Food Co.</i>	15-cv-1140 (LPS)	E.D. Del.
<i>Sanders v. Global Research Acquisition, LLC</i>	18-cv-00555	M.D. Fla.
<i>Sanders v The CJS Solutions Group, LLC</i>	17-cv-03809	S.D.N.Y.
<i>Schlesinger v. Ticketmaster</i>	BC304565	Cal. Super. Ct.
<i>Schourup v. Private Label Nutraceuticals, LLC</i>	2015cv01026	C.D. Cal.
<i>Schwartz v. Intimacy in New York, LLC</i>	13-cv-5735 (PGG)	S.D.N.Y.
<i>Schwartz v. Opus Bank</i>	16-cv-7991 (AB) (JPR)	C.D. Cal.
<i>SEB Inv. Mgmt. AB v. Endo Int'l PLC</i>	17-cv-3711-TJS	E.D. Pa.

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<i>Seegert v. P.F. Chang's China Bistro</i>	37-2017-00016131-CU-MC-CTL	Cal. Super. Ct.
<i>Soderstrom v. MSP Crossroads Apartments LLC</i>	16-cv-233 (ADM) (KMM)	D. Minn.
<i>Solano v. Amazon Studios LLC</i>	17-cv-01587 (LGS)	S.D.N.Y.
<i>Soto v. Diakon Logistics (Delaware), Inc.</i>	08-cv-33-L(WMC)	S.D. Cal.
<i>Speed v. JMA Energy Co., LLC</i>	CJ-2016-59	Okla. Dist. Ct.
<i>Stanley v. Capri Training Ctr.</i>	ESX-L-1182-16	N.J. Super. Ct.
<i>Steele v. PayPal, Inc.</i>	05-CV-01720 (ILG) (VVP)	E.D.N.Y.
<i>Stillman v. Clermont York Assocs. LLC</i>	603557/09E	N.Y. Super. Ct.
<i>Stretch v. Montana</i>	DV-04-713 (A)	Mont. 11th Dist. Ct.
<i>Strickland v. Carrington Mortgage Services, LLC</i>	16-cv-25237	S.D. Fla.
<i>Strougo v. Lannett Co.</i>	18-cv-3635	E.D. Pa.
<i>Stuart v. State Farm Fire & Cas. Co.</i>	14-cv-04001	W.D. Ark.
<i>Sudunagunta v. NantKwest, Inc.</i>	16-cv-01947-MWF-JEM	C.D. Cal.
<i>Sullivan v Wenner Media LLC</i>	16-cv-00960-JTN-ESC	W.D. Mich.
<i>Swinton v. SquareTrade, Inc.</i>	18-CV-00144-SMR-SBJ	S.D. Iowa
<i>Szafarz v. United Parcel Serv., Inc.</i>	SUCV2016-2094-BLS2	Mass. Super. Ct.
<i>Terrell v. Costco Wholesale Corp.</i>	16-2-19140-1-SEA	Wash. Super. Ct.
<i>Timberlake v. Fusione, Inc.</i>	BC 616783	Cal. Super. Ct.
<i>Tkachyk v. Traveler's Ins.</i>	16-28-m (DLC)	D. Mont.
<i>T-Mobile Remediation Program</i>	Remediation Program	
<i>Tolliver v. Avvo, Inc.</i>	16-2-5904-0 (SEA)	Wash. Super. Ct.
<i>Townes, IV v. Trans Union, LLC</i>	04-1488-JJF	D. Del.
<i>Tschosik v. Diamond Freight Sys.</i>	16-2-01247-1	Wash. Super. Ct.
<i>Tyus v. Gen. Info. Solutions LLC</i>	2017CP3201389	S.C. C.P.
<i>United States v. City of Austin</i>	14-cv-00533-LY	W.D. Tex.
<i>United States v. City of Chicago</i>	16-c-1969	N.D. Ill.
<i>United States v. Consol. City of Jacksonville</i>	170-17M-393	U.S. D.O.J.
<i>United States v. Greyhound Lines, Inc.</i>	16-67-RGA	D. Del.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Viesse v. Saar's Inc.</i>	17-2-7783-6 (SEA)	Wash. Super. Ct.
<i>Wahl v. Yahoo! Inc.</i>	17-cv-2745 (BLF)	N.D. Cal.
<i>Walton v. AT&T Servs., Inc.</i>	15-cv-3653 (VC)	N.D. Cal.

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<i>Weber v. KASA Delivery LLC</i>	16-2-13761-0 SEA	Wash. Super. Ct.
<i>WellCare Sec. Litig.</i>	07-cv-01940-VMC-EAJ	M.D. Fla.
<i>Williams v. Children's Mercy Hosp.</i>	1816-CV 17350	Mo. Cir. Ct.
<i>Williams v. Naples Hotel Group, LLC</i>	18-cv-422-Orl-37-DCI	M.D. Fla.
<i>Williams v. Weyerhaeuser Co.</i>	995787	Cal. Super. Ct.
<i>Wilson v. LSB Indus., Inc.</i>	15-cv-07614-RA-GWG	S.D.N.Y.
<i>Wornicki v. Brokerpriceopinion.com, Inc.</i>	13-cv-03258 (PAB) (KMT)	D. Colo.
<i>Wright v. Lyft, Inc.</i>	14-cv-00421-BJR	W.D. Wash.