

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

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		
<b>EXCLUDE YOURSELF</b>	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: <b>Oct. 26, 2020</b> (submitted online or postmarked by this date)
<b>OBJECT</b>	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: <b>Oct. 26, 2020</b> (submitted online or postmarked by this date)
<b>GO TO THE "FAIRNESS HEARING"</b>	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. You may, but are not required to, speak at the Fairness Hearing about any objection you submitted to the Settlement.	Hearing Date: <b>Dec. 9, 2020 at 2:30 p.m.</b>  Hearing location: <b>TBD</b> (may be remotely held via Zoom). Please see Section 18 below and visit the settlement website for updated information as the date approaches.
<b>DO NOTHING</b>	If LBN already has a record of the participant receiving a Form I-391, you will receive a payment under this Settlement. Otherwise, you will not receive any payment but may receive debt relief, discounts, payments caps, and/or non-monetary relief as discussed below. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this case.	N/A

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

Questions? Call 1-888-383-0352 or visit [www.LBNsettlement.com](http://www.LBNsettlement.com)

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## BACKGROUND INFORMATION

### *1. Why did I get this notice?*

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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?*

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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?*

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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?*

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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?***

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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.***

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

### **THE PROPOSED SETTLEMENT**

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

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

##### Payments:

All members of the Former and Current Program Participant Payment Subclass or the Sponsor Payment Subclass who timely provide the participant’s I-391 to LBN or the Settlement Administrator, and who do not opt out of the Settlement, are entitled to receive a check or electronic payment to be issued by the Settlement Administrator from the Cash Settlement Amount. The Cash Settlement Amount is \$750,000, to be funded by LBN. The attorneys’ fees and costs to be paid to Class Counsel, the awards to the Class Representatives for bringing this Action,

and the costs of the Settlement Administrator for providing notice to the Settlement Class of the Settlement and administering the settlement, will not be subtracted from the Cash Settlement Amount. The actual amount of the cash settlement distributed to each Settlement Class Member will be determined by the number of eligible Settlement Class Members six months after final approval of the settlement and the number of eligible Settlement Class Members who cash or otherwise negotiate their checks or electronic payments.

#### Debt Forgiveness:

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

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

#### Discounts:

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

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

Furthermore, Members of the Current Program Participant Subclass who pay more than \$420 in monthly recurring program fees, and who pay on time and in full by the first of the month, will have their recurring fees for those months reduced to \$415. For instance, if a Member of the Current Program Participant Subclass pays \$475 in monthly recurring program fees, and that Subclass Member pays on time and in full on August 1, then that Subclass Member's 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.

## **HOW TO REQUEST A PAYMENT UNDER THE SETTLEMENT – SUBMITTING A FORM I-391**

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

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If you are a member of the Former and Current Program Participant Payment Subclass or the Sponsor Payment Subclass, as defined in paragraph 5, and timely provide the participant's Form I-391, you are entitled to receive a Settlement payment. If LBN already has a record of the participant receiving a Form I-391, you will be sent a payment under this Settlement unless you opt out. However, to be certain that LBN has received the participant's Form I-391, you may wish

Questions? Call 1-888-383-0352 or visit [www.LBNsettlement.com](http://www.LBNsettlement.com)

to follow the instructions below to resubmit the participant's Form. Also, your check will be sent to the last address on file with LBN so if you have changed addresses or are unsure if your current address is on file, please update your address by filling out the form at [www.lbnsettlement.com/contact](http://www.lbnsettlement.com/contact). In the future, please fill out the form at that site if you move before receiving your check.

If LBN does not have a record of the participant receiving a Form I-391, you must submit the Form I-391 to LBN or the Settlement Administrator with six months of the date of final approval of the settlement. Otherwise, you will not receive any payment but may still receive debt relief, discounts, payment caps, and/or non-monetary relief as discussed below. You can send a copy of the participant's Form I-391 to the Settlement Administrator by mail to Vasquez et al. v. Libre by Nexus Settlement, c/o JND Legal Administration, P.O. Box 91226, Seattle, WA 98111, or email to [info@LBNsettlement.com](mailto:info@LBNsettlement.com) or upload the form on the secure portal at [www.LBNsettlement.com](http://www.LBNsettlement.com). Instructions for submitting your Form I-391 are available at [www.LBNsettlement.com](http://www.LBNsettlement.com)

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

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

## **THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS**

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

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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](mailto: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?***

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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?***

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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.



## DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

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

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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](http://www.lbnsettlement.com) contains the full terms of the release.

## HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

### ***14. How do I exclude myself from the Settlement?***

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You may exclude yourself from the Settlement Class and the Settlement. If you want to be excluded, send a letter or postcard to the Settlement Administrator, or submit a notice of intention to opt-out online at the Settlement Website ([www.lbnsettlement.com](http://www.lbnsettlement.com)), that: (i) includes your name, address, and telephone number; (ii) is personally signed and dated by you; and (iii) contains a clear request that you would like to “opt out” or be excluded, by use of those or other words clearly indicating a desire not to participate in the Settlement. The request for exclusion must be either submitted online by Oct. 26, 2020 or submitted via letter or postcard with a postmark no later than Oct. 26, 2020 and sent to the Settlement Administrator at:

*Vasquez et al. v. Libre by Nexus Settlement*  
c/o JND Legal Administration  
P.O. Box 91226  
Seattle, WA 98111

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.

## HOW TO OBJECT TO THE SETTLEMENT

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

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

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit the objection online no later than Oct. 26, 2020 or by mail with a postmark no later than Oct. 26, 2020 to the Settlement Administrator at:

*Vasquez et al. v. Libre by Nexus Settlement*  
c/o JND Legal Administration  
P.O. Box 91226  
Seattle, WA 98111

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

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

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

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

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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.

**FAIRNESS HEARING**

***17. What is the Fairness Hearing?***

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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?***

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On Dec. 9, 2020 at 2:30 p.m., a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Judge Claudia

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Wilken, and may be held remotely by Zoom or at the Oakland Federal Courthouse, 1301 Clay Street, Oakland, California 94612, Second Floor, Courtroom 6. The hearing may be postponed to a different date or time or location without notice. Please check [www.lbnsettlement.com](http://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?***

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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.

**ADDITIONAL INFORMATION**

***20. How do I get more information?***

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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](http://www.LBNsettlement.com). Alternatively, you may contact the Settlement Administrator at the email address [info@LBNsettlement.com](mailto:info@LBNsettlement.com) or the U.S. postal (mailing) address: Vasquez et al. v. Libre by Nexus Settlement, c/o JND Legal Administration, P.O. box 91226, Seattle, WA 98111.

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](http://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 changes or has changed?***

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

*Vasquez et al. v. Libre by Nexus Settlement  
c/o JND Legal Administration  
P.O. Box 91226  
Seattle, WA 98111*

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