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

12 JUAN QUINTANILLA VASQUEZ and  
13 GABRIELA PERDOMO ORTIZ, individually  
14 and on behalf of all others similarly situated,

15 Plaintiffs,

16 vs.

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

18 Defendants.

Case No. 3:17-cv-755

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1. Violation of the “Unfair” Prong of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq.
2. Violation of the “Fraudulent” Prong of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq.
3. Violation of the “Unlawful” Prong of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq.
4. Violation of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, et seq.
5. Violation of the California Translation Act, Cal. Civ. Code § 1632
6. Violation of the Prohibition on Peonage, 18 U.S.C. § 1581
7. Violation of the Prohibition on Forced Labor, 18 U.S.C. § 1589

19 **CLASS ACTION COMPLAINT**

20 Plaintiffs Juan Quintanilla Vasquez and Gabriela Perdomo Ortiz (“Plaintiffs”), on behalf of  
21 themselves and all others similarly situated, allege the following based upon personal knowledge as  
22 to allegations regarding Plaintiffs and on information and belief as to other allegations:

23 **INTRODUCTION**

24 1. This is a civil class action seeking monetary damages, restitution, injunctive and  
25 declaratory relief from Defendants Libre by Nexus (“LBN”) and John Does 1-50 (collectively,  
26

1 “Defendants”), arising from their exploitation of Spanish-speaking migrant detainees with so-called  
2 “lease agreements” for GPS trackers.

3 2. U.S. Immigration and Customs Enforcement (“ICE”) detains thousands of  
4 undocumented immigrants each year. Once in detention, detainees who are deemed to not pose a  
5 flight risk or a threat to public safety are afforded the opportunity to post bond. Bond is typically set  
6 at an amount that well exceeds the detainees’ ability to pay, forcing them to obtain third-party  
7 financing or remain in detention.

8 3. Some bond financing companies in the marketplace offer reasonable options in light  
9 of credit risk. But LBN preys on detainees’ vulnerability and limited understanding of English to  
10 foist crushing financial terms and GPS shackles on detainees in exchange for its “service” of  
11 arranging for a third party to post detainees’ bonds. Contrary to its marketing representations, LBN  
12 is not in the business of helping as a neutral advisor for families who would like to get a loved one  
13 out of immigration detention. Rather, LBN is in the business of leasing GPS trackers under false  
14 pretenses, and forcing detainees to haul and charge them, day-in and day-out.

15 4. Contrary to its misrepresentations, LBN has no association with ICE, and no power to  
16 invoke the powers of ICE or otherwise incarcerate its consumers. LBN, however, takes advantage of  
17 these misrepresentations and fear of ICE detention and incarceration to extort payment of fees and  
18 continued shackling to the GPS trackers.

19 5. Detainees’ lack of knowledge about immigration bail bond offerings and limited  
20 English-language ability are the bedrock of LBN’s business. Using targeted English-language  
21 misrepresentations and omissions, LBN appends GPS monitors onto the bodies of detainees, and  
22 levies exorbitant fees—nearly \$10,000 in the first year alone—for doing so. LBN forces detainees to  
23 sign an unconscionable English-language GPS ankle bracelet “lease” agreement on its customers  
24 while providing a Spanish disclosure that never tells the true costs of the supposed “bargain.”

25 6. That supposed lease agreement allows LBN to install faulty ankle GPS tracking  
26 devices on detainees—devices which the company knows are defective, prone to cause injury, and  
27 which require wearers to charge the devices for hours while tethered to the wall.





1 Libre by Nexus is required to charge this fee and it is the fee of the bond company. Libre by Nexus  
2 does not keep any of that money. Libre by Nexus also charges a service fee and a GPS installation  
3 and tracking fee. Normally the total amount paid is roughly 20% of the bond. You are not required to  
4 pay collateral when using the GPS bracelet!”

5 21. LBN thus represents that its fees represent payments for the provision of the GPS  
6 tracker. That is false.

7 **LBN MISREPRESENTS ITS PURPORTED SERVICES**

8 22. During the Class Period (defined below), LBN marketed its services to detainees in  
9 the custody of ICE for whom a bond—usually in amounts between \$10,000 and \$20,000—has been  
10 set. For detainees who cannot post that cash up front, LBN arranges for bail bonds through third  
11 parties. It purports to “securitize” those bonds via placement of GPS ankle monitors on immigration  
12 detainees, which purportedly keep detainees from fleeing.

13 23. Immigration bail bonds without GPS tracking are readily available in the marketplace  
14 for immigration detainees unable to pay the full amount of the bond in cash while their case is  
15 pending in immigration court. Typically, the cost for such bonds is between 10%-20%, and usually  
16 requires additional collateral (in the form of real estate or personal property) as a security. Typically,  
17 the 10%-20% up-front fee is the only *non-refundable* payment to an immigration bail bond  
18 company.

19 24. LBN, on the other hand, charges a bond security payment of 20%—at the highest end  
20 of the going rate in the industry—*plus* demands additional nonrefundable payments of \$880 up front  
21 and then \$420 a month in perpetuity. To illustrate the unconscionable nature of these charges: on a  
22 \$10,000 bond, a consumer will pay to LBN approximately \$9,000, *nonrefundable*, in the first year.

23 25. In short, there is little or no rational reason for detainees to choose to pay LBN’s  
24 massive fees. Yet through the use of aggressive and deceptive sales practices, LBN is able to affix a  
25 GPS ankle monitoring device on the detainees, which they must wear at all times, and charge them  
26 the unconscionable and debilitating price of \$420 a month, plus an \$880 activation fee, to “lease” the  
27 device.

1           26. All in all, this is a shockingly bad deal, even relative to the other bad options  
2 available to immigrant detainees, and is unconscionable on its face. Moreover, LBN is only able to  
3 foist this one-sided deal on consumers because it engages in a systematic campaign of  
4 misrepresentation and omission with its indigent, Spanish-speaking clientele, who are under the  
5 duress of detention.

6           27. Indeed, LBN's customers overwhelmingly possess limited or no ability to  
7 communicate in, or read, English. Yet virtually all "contract" documents provided by LBN are solely  
8 in English.

9           28. The detainees enter into the "bargain" only because LBN's misrepresentations and  
10 omissions leave them with little idea as to the reality and implications of the lease agreement. For  
11 example, LBN *never once* informs its consumers in the Spanish-language documents provided that  
12 they will be liable for a \$420 monthly fee after making initial payment of the 20% and activation fee,  
13 much less *indefinitely*, and much less that the fee is not being used to pay down the debt of the bond.

14           29. Rather than communicating the purported benefits and risks of its "services" in a  
15 clear, straightforward, and comprehensible fashion, LBN makes numerous misrepresentations and  
16 material omissions during the high-pressure ankle monitor bracelet sign-up process.

17           30. First, written materials provided to detainees and their families are almost exclusively  
18 in English, despite LBN's knowledge that virtually none of the detainees they target are able to  
19 understand and read English. To wit, LBN asks detainees to sign a lengthy and dense "lease"  
20 agreement, almost all in English. The only information provided in Spanish is a one-page "key facts"  
21 document, which actually *conceals* the most material facts about the nature of the accompanying  
22 agreement.

23           31. Second, LBN misrepresents its association with ICE in order to confuse detainees and  
24 their families by creating the impression that LBN is an official organ of the U.S. Government, with  
25 the power to determine whether a detainee is released or detained. In reality, LBN has zero formal  
26 association with ICE, and has no power to order release or detention of immigrants.

1           32.     Third, LBN misrepresents the financial implications of the arrangement. It never  
2 discloses in writing in Spanish that detainees will be required to pay \$420 a month in perpetuity.  
3 Moreover, LBN leads detainees to believe that the exorbitant monthly payments made to “lease” the  
4 ankle shackles are actually payment for their outstanding bond amount. In reality, the crippling \$420  
5 fee in no way reduces the bond amount the migrant detainees owe.

6           33.     Fourth, LBN charges an initial fee for affixing and activating the ankle shackle, plus  
7 \$420 a month. LBN fails to inform detainees that they will continue to pay the monthly fee  
8 indefinitely. Indeed, detainees regularly end up paying total amounts to LBN that exceed or  
9 approximate the amount of the bond.

10          34.     Fifth, because LBN’s core goal is to affix ankle shackles at exorbitant prices, LBN  
11 has a concerted corporate practice of preventing the use of collateral instead of an ankle shackle to  
12 “securitize” the bond, while actively discouraging detainees from exploring the use of collateral with  
13 other companies.

14          35.     The language from its website indicates this effort even goes so far as to exploit  
15 detainees’ understanding of the term “collateral”:

16                   “The GPS program at Libre is about providing a critical service to our clients, the  
17 securitization of their immigration bond so that they can be released from immigration  
18 custody. Libre by Nexus guarantees the immigration bond, and uses the GPS to secure  
19 the bond. This means that Libre clients are not required to **pay collateral** or post property  
20 to be released.

21                   There are many horror stories about families struggling to pay collateral for immigration  
22 bonds. **We’ve met families who have been forced to sell everything that they have to**  
23 **pay collateral for a family member.** We’ve seen families forced to go into their  
24 communities to beg people for the use of their property as collateral...Libre by Nexus  
25 represents the hope that this may never have to happen again. We are constantly  
26 innovating our services to help more detainees in crisis. We are here to help you. Contact  
27 us today!

28          36.     One does not “sell” to make collateral; one puts up collateral without disposing of it.  
Despite LBN’s scare tactics, families are not forced to “sell everything” to put up collateral on  
immigration bonds when they use other companies.





1 44. LBN consistently touts itself as an organization with the best interests of immigrants  
2 in mind—a supposedly neutral advisor to get immigrants out of detention.

3 45. According to its website: “If your loved one is in immigration detention, you need  
4 help right away. Libre by Nexus is here to help. We will listen to you and we care about you and  
5 your family. Our goal is to get your loved one released from jail as quickly as possible. In most  
6 cases, we can have your loved one out the same or next day.”

7 **THE SIGN UP PROCESS**

8 46. LBN targets families of detainees, providing partial and untrue representations about  
9 its “service,” largely via verbal representations made in Spanish by its employees.

10 47. LBN then introduces written disclosures very late in the process, and those  
11 disclosures are almost entirely in English.

12 48. Those disclosures directly conflict with representations given to detainees and their  
13 families prior to provision of written disclosures.

14 49. Misrepresentations and omissions made by LBN representatives to Plaintiffs are  
15 detailed in the Plaintiffs’ factual section below.

16 **THE ONLY SPANISH LANGUAGE DOCUMENT PROVIDED BY LBN**  
17 **MISREPRESENTS THE TRUE NATURE OF THE “LEASE AGREEMENT,” THE**  
18 **MONTHLY RENTAL CHARGES, AND THE MONTHLY INSURANCE CHARGES**

19 50. The only document provided in Spanish is a one-page document providing certain  
20 summary disclosures and requiring initials from the detainee.

21 51. That document never states that detainees will be charged \$420 a month in tracker  
22 rental fees—much less that they will be charged such fees indefinitely.

23 52. That document never states that detainees will be charged 50 cents per day to insure  
24 those trackers.

25 53. Instead, the one-page Spanish language contract disclosure makes at least four  
26 misleading and incomplete representations in check box form—all of which are misleading.

27 54. LBN states that it “will post the bond, and will pay the bail premium to a licensed bail  
28 bond company after deducting applicable fees, including collateral processing fees.” This indicates

1 to reasonable consumers that they will not be liable for further charges by LBN, but rather that LBN  
2 will compensate itself out of the “bail premium” paid by detainees.

3 55. Next, LBN misrepresents the consequences of a “fail[ure] to meet program  
4 conditions” by stating that “I may be remanded to the custody of the jurisdiction wherein I face  
5 charges in the above referenced case.” But that is not true either: LBN has no power to order  
6 detention or invoke any ICE powers.

7 56. LBN also conceals the burdensome nature of the ankle monitors. The poor Spanish  
8 translation for the device – “pulsera” – indicates that it will be lightweight and non-intrusive. The  
9 ankle monitor, however, is a heavy shackle that causes bruising when it is hauled by the wearer and  
10 forces the migrant to be tethered to a wall electrical outlet for hours each day for charging, none of  
11 which is disclosed at signup.

12 57. Reasonable consumers like Plaintiffs, who could only understand the Spanish-  
13 language disclosures provided by LBN, simply did not understand at the time of sign up that they  
14 would be required to pay \$420 every month, indefinitely, and be forced to haul and charge an ankle  
15 shackle monitor, every day, indefinitely.

16  
17 **LBN REQUIRES UNCOMPREHENDING CONSUMERS TO SIGN AN ENGLISH-  
LANGUAGE CONTRACT OF ADHESION**

18 58. LBN then foists upon uncomprehending detainees a much longer English language  
19 document entitled “Libre by Nexus Respondent Contact—Conditions of Monitoring” and “Lease  
20 Agreement.” LBN is aware that the vast majority of its customers, including Plaintiffs, do not and  
21 cannot understand this English-language document.

22 59. For the first and only time, LBN discloses in the lease document that a “condition of  
23 participation” in the “program” referenced in the Spanish-language disclosure is a \$420 monthly  
24 “program participant fee.” LBN later specifies in the lease document that the \$420 monthly fee is  
25 “for the GPS bracelet.”

26 60. LBN also for the first and only time states in the lease document that “GPS DEVICE  
27 REQUIRED UNTIL CASE IS COMPLETE OR COLLATERAL PAID”.

1           61.     The clause’s reference to paying “collateral” fosters the understanding, for reasonable  
2 consumers, that any monthly fees are going to “pay down” the amount of the bond. That is not true.

3           62.     The very structure of the “lease” is deceptive. It is structured as a tripartite  
4 document—between LBN, the detainee (or “Leasee”) and “Agency.” As a matter of course, LBN  
5 does not fill in the name of the “Agency.” Consumers reasonably understand it means ICE. But ICE  
6 has no involvement whatsoever in the lease agreement.

7           63.     LBN implies ICE involvement expressly in the lease when it states that “Lessee has  
8 voluntarily undertaken to use the Equipment in order to...avoid incarceration by Agency.”

9           64.     The contract repeatedly refers to the “agency” throughout the agreement, again  
10 falsely implying ICE involvement.

11          65.     According to the lease, the “tracking device” is charged at \$14 per day.

12          66.     In addition, “insurance” is charged at 50 cents per day “with a deductible in the event  
13 of loss @\$50.” Upon information and belief, LBN as a matter of corporate policy prechecks the  
14 “insurance” option and does not allow consumers to rent a device without purchasing insurance.

15          67.     Putting aside the specific provisions of the lease agreement, its fundamental premise  
16 is a sham. Lessees are not in actuality paying \$420 a month for rental of an ankle bracelet. Rather,  
17 they are paying (excessively) for LBN to indemnify their immigration bail bond, which is provided  
18 by a third party. But LBN never informs consumers that this is the true nature of the monthly fee.

19          68.     LBN is a bond broker much more than it is a lessor of GPS trackers. That means the  
20 \$420 monthly “GPS tracker” fee does not primarily compensate LBN for use of the GPS tracker  
21 itself. Rather, the fees represent a hidden indemnification fee that LBN charges for indemnifying  
22 immigration bail bonds it procures from third parties.

23          69.     Indeed, the GPS trackers cost LBN nowhere near \$14 per day. According to public  
24 filings in litigation against Nexus in the Northern District of Georgia, LBN pays no more than \$3.00  
25 per day, and \$450 per tracker, to the supplier of its GPS ankle bracelets.

26          70.     Yet it charges consumers \$14 per day for those same bracelets, and nearly \$4,000 for  
27 their replacement.

1           71. That is because a massive portion of the GPS rental fee is meant to excessively  
2 compensate LBN for its role, as a middleman, in indemnifying the immigration bonds it arranges for  
3 with third parties. Again, LBN never once informs detainees that the “lease” fee is actually for this  
4 purpose.

5           72. A second document, entitled “GPS Monitoring Disclosure Statements,” also provided  
6 only in English, exclusively governs the privacy concerns regarding the tracker.

7           73. The Monitoring Disclosure Statements contains an arbitration provision, written  
8 entirely in English, which states that transactions that “arise out of or relate to this Agreement” shall  
9 be resolved by arbitration. Plaintiff’s claims do not arise out of or relate to claims regarding the  
10 tracking of their location or similar matters and thus do not “arise out of” that agreement—but rather  
11 arise out of the Lease Agreement and marketing practices. Plaintiff does not allege breaches of, or  
12 misrepresentations in, the Monitoring Disclosure Statement.

13  
14           **THE TRACKERS DO NOT PERFORM AS INTENDED AND SEVERELY LIMIT**  
15           **DAILY ACTIVITY OF WEARERS**

16           74. The “product” LBN is offering for lease fails to perform its intended task. In fact, the  
17 burdensome and intrusive act of perpetually hauling and charging the ankle shackle inverts the  
18 transaction: it is the detainee who is performing a service to LBN, rather than LBN giving a product  
19 to the detainee.

20           75. LBN never discloses the debilitating nature of the ankle shackle monitor and breaches  
21 even the English warranties contained in the lease agreement that the GPS tracker will perform  
22 properly.

23           76. According to *LBN’s own statements* in prior litigation against Omnilink, the supplier  
24 of its GPS trackers, Case No. 1:15-cv-03181-CC (N.D. Ga.):

25           77. Its “hardware and software systems suffered from serious design flaws and other  
26 defects that caused **extensive failure rates**, which in turn resulted in significant economic harm to  
27 Plaintiff’s customers, **unnecessary disruptions to the lives of individuals who wore Plaintiff’s**  
28 **equipment[.]”** Answer, p. 2.

1 78. “At certain points in time between June 2014 and August 2015 Libre experienced a  
2 **product defect rate** for Omnilink-supplied equipment and software **in excess of 50%.**” *Id.*, 29.

3 79. “Moreover, the failure of the power cords meant that individuals who were required  
4 to wear and recharge the power cords were **left ‘tethered’ to charging stations for hours a time,**  
5 which was disruptive to their daily lives.” *Id.*, 31-32.

6 80. LBN had experienced massive software and firmware and product defects and  
7 failures such as inoperative charging devices, software that would drop (and not reset) signals  
8 between cell towers, and other flaws that would make the electronic tracking service unavailable for  
9 large numbers of individuals. *Id.*, 39.

10 81. A substantial percentage of the equipment provided by the supplier failed to function  
11 in conformity with the terms of the Lease Agreement. *Id.*, 31.

12 82. A substantial percentage of the power cords provided by the supplier failed to  
13 properly charge their accompanied electronic monitoring devices, leaving those devices inoperable  
14 and Services incapable of providing geophysical monitoring for the impacted end user. Moreover,  
15 the failure of the power cords meant that individuals who were required to wear and recharge the  
16 power cords were left “tethered” to charging stations for hours a time, which was disruptive to their  
17 daily lives. *Id.*

18 83. Even if the financial facets of the “program” had been disclosed properly and fairly to  
19 detainees (they were not), reasonable consumers would not have entered into any contract with LBN  
20 if they had known the true nature of the faulty ankle monitors, including its persistent intrusion on  
21 daily life.

22  
23 **LBN DOES NOT RECEIVED INFORMED CONSENT TO CHARGE “INSURANCE”**  
24 **FEES**

25 84. Upon information and belief, LBN automatically charges consumers an “insurance”  
26 fee for the GPS ankle shackle, but never discloses that fact in Spanish and does not receive  
27 affirmative consent for charging that fee.



1 with United States' Immigration Customs Enforcement ("ICE").

2 94. Plaintiff Vasquez agreed to what he believed to be the agreement with LBN in part  
3 because he believed it was his only option for release from detention.

4 95. Plaintiff was not informed that he would need to pay \$420 per month in perpetuity;  
5 that LBN was charging these monies to compensate itself for indemnifying his bond with a third  
6 party; that he would be moved from the detained to the non-detained docket, meaning he could be  
7 required to pay LBN for years; that the tracker was poorly designed and would force him to stay  
8 tethered to a wall for hours a day; that the device becomes extremely hot when charging; and that the  
9 tracker was intrusive and bulky.

10 96. After he signed the agreement, LBN brought out the ankle shackle monitor, which  
11 was much bulkier than Plaintiff Vasquez was led to believe, and affixed the monitor to his leg.

12 97. LBN also failed to disclose to Plaintiff Vasquez that the monitor would be as  
13 intrusive as it was. The device must be charged for two hours every day, otherwise it will start  
14 vibrating intensely. It is charged by a charger connected to a wall outlet, which means that Plaintiff  
15 Vasquez is tethered to the wall for two hours a day. After minutes of charging, the device becomes  
16 very hot, preventing Plaintiff Vasquez from sleeping while the device charges. An LBN  
17 representative told him that he should not sleep while the device is charging because it could catch  
18 fire.

19 98. Hauling the ankle monitor has significantly impeded Plaintiff Vasquez's work as a  
20 day laborer. It has caused Plaintiff Vasquez severe leg pain, prevented him from carrying out some  
21 tasks like climbing a ladder, and caused him to trip and fall when he was doing yard work. When  
22 Plaintiff Vasquez complained to LBN about the physical pain the ankle monitor was causing him,  
23 LBN responded that there was nothing it could do and that he should see a doctor. Plaintiff Vasquez  
24 has not sought medical attention because of the financial cost it would entail.

25 99. The financial burden of payments to LBN has been crushing for Plaintiff Vasquez. In  
26 addition to the \$2,000 he paid up front, he has paid about \$2,000 in monthly "rental" fees, and will  
27 pay much more since his immigration case is not set to be heard until the end of 2017.

1 100. To pay the monthly fees to LBN, Plaintiff must remit a substantial portion of his  
2 modest wages as a day laborer. In addition to his work as a day laborer, Plaintiff Vasquez does  
3 miscellaneous side jobs – like collecting cans for recycling – to earn enough money to pay LBN.

4 101. Even though Plaintiff has kept up with his monthly rental fees, he received a call a  
5 few months ago from an LBN representative saying that he had missed two payments and could be  
6 incarcerated as a result. Plaintiff kept his financial records of payment, though, and showed that he  
7 had, in fact, made all of his required payments to LBN. LBN eventually agreed. Nevertheless, the  
8 nature of the call further solidified in Plaintiff’s mind that he needed to keep up with payments  
9 otherwise he would be sent to jail or back to Honduras.

10 102. Plaintiff would not have entered into the lease agreement if terms had been disclosed  
11 accurately and truthfully.

12 103. Plaintiff would not have entered into the lease agreement if he knew the intrusive and  
13 burdensome nature of the ankle monitor.

14 104. Plaintiff did not receive any payment for maintaining, charging and hauling his ankle  
15 monitor for LBN’s benefit and under threat of detention by LBN.

16 105. Plaintiff’s and class members’ reliance on LBN’s false and misleading  
17 representations and omissions in the Spanish-language document and in verbal representations was  
18 reasonable.

19 **Plaintiff Ortiz’s Experience**

20 106. Plaintiff Ortiz is an asylum-seeker who fled her native Honduras because she was a  
21 target of gang violence and gang-affiliated sexual assault.

22 107. In April 2015, she came to the United States and was placed in detention in Houston,  
23 Texas.

24 108. An Immigration Judge set Ms. Ortiz’s bond for \$20,000.

25 109. In 2015, while in detention, she heard from other detainees that LBN could assist her  
26 in posting bond. One other detainee’s family had seen commercials on television and gave Plaintiff  
27 Ortiz LBN’s telephone number.



1 110. Plaintiff Ortiz gave the information to her husband who communicated with LBN  
2 while she was in detention.

3 111. While in detention, Plaintiff Ortiz's understanding, based on LBN's representations,  
4 was that LBN would pay the \$20,000 on the bond, and that she would owe LBN that money, which  
5 she believed was being loaned by LBN. She was never informed a third party was posting her bond.  
6 In addition, she understood would need to pay \$5,000 upfront, plus pay a monthly fee of \$420 and  
7 that she would need to wear an ankle monitor at all times. She believed the monthly fee would go  
8 toward paying down the bond.

9 112. Immediately after her release, an LBN representative picked Plaintiff Ortiz up from  
10 the detention facility, took her to an office and gave her a contract to sign. This contract is attached  
11 hereto as Exhibit B. It is almost entirely in English, with just one page of limited disclosures in  
12 Spanish, even though Plaintiff Ortiz is not proficient in written or spoken English. The LBN  
13 representative verbally explained some portions of the contract in Spanish, including that she owed  
14 LBN the \$15,000 remaining on the bond and that Plaintiff Ortiz would have to wear an ankle  
15 bracelet at all times. She was also led to believe that she could not disturb or remove the ankle  
16 monitor because doing so would be a crime and she would be detained, incarcerated or deported.

17 113. LBN also took several "mugshot" like photos of Ms. Ortiz, leading her to believe that  
18 ICE or the police would come after her if she did anything wrong to the device or failed to keep up  
19 on payments.

20 114. Plaintiff Ortiz believed that LBN was affiliated with United States' Immigration  
21 Customs Enforcement ("ICE").

22 115. Plaintiff Ortiz agreed to what she believed to be the agreement with LBN in part  
23 because she believed it was her only option for release from detention.

24 116. Plaintiff was not informed that she would need to pay \$420 per month in perpetuity;  
25 that LBN was charging these monies to compensate itself for indemnifying her bond with a third  
26 party; that she would be moved from the detained to the non-detained docket, meaning she could be  
27 required to pay LBN for years; that the tracker was poorly designed and would force her to stay  
28

1 tethered to a wall for hours a day; that the device becomes extremely hot when charging; and that the  
2 tracker was intrusive and bulky.

3 117. After she signed the agreement, LBN brought out the ankle shackle monitor, which  
4 was much bulkier than Plaintiff Ortiz was led to believe, and affixed the monitor to her leg.

5 118. LBN failed to disclose to Plaintiff Ortiz that the monitor would be as intrusive as it  
6 was. Originally, Plaintiff Ortiz had a monitor that would die very quickly after charging, requiring  
7 her to charge the device for hours every day. LBN would frequently call her to let her know that her  
8 device was not charged and needed to be.

9 119. Eventually, LBN gave her a new monitor, which was still burdensome, albeit less so.  
10 She still must charge the monitor for two hours every day, otherwise it will start vibrating intensely.  
11 It is charged by a charger connected to a wall outlet, which means that Plaintiff Ortiz is tethered to  
12 the wall for two hours a day. After minutes of charging, the device becomes very hot, preventing  
13 Plaintiff Ortiz from sleeping while the device charges. The tethering is especially burdensome  
14 because Plaintiff is pregnant, a concern that she has expressed to LBN, but that has not been  
15 addressed.

16 120. Hauling the ankle monitor has also significantly impeded Plaintiff Ortiz's day-to-day  
17 life in other ways. It has, for example, caused bruising.

18 121. The financial burden of payments to LBN by Nexus has been crushing for Plaintiff  
19 Ortiz and her family. In addition to the \$5,000 she paid up front, she has paid about \$7,140 in  
20 monthly "rental" fees, and will pay much more since her immigration case is not set to be heard until  
21 the end of this year.

22 122. To pay the monthly fees to LBN, Plaintiff must remit a substantial portion of her  
23 husband's modest wages. Their family has undergone substantial hardship from keeping up with the  
24 payments. For example, Ms. Perdomo Ortiz and her husband have had to forgo buying groceries in  
25 order to make her monthly payment to LBN.

26 123. Even though Plaintiff has kept up with her monthly rental fees, she has received calls  
27 from a LBN representative saying that she had missed payments and could be incarcerated as a  
28

1 result. The nature of the calls further solidified in Plaintiff's mind that she needed to keep up with  
2 payments otherwise she would be sent to jail, detention or back to Honduras.

3 124. Plaintiff would not have entered into the lease agreement if terms had been disclosed  
4 accurately and truthfully.

5 125. Plaintiff would not have entered into the lease agreement if she knew the intrusive  
6 and burdensome nature of the ankle monitor.

7 126. Plaintiff did not receive any payment for maintaining, charging and hauling her ankle  
8 monitor for LBN's benefit and under threat of detention by LBN.

9 127. Plaintiff's and class members' reliance on LBN's false and misleading  
10 representations and omissions in the Spanish-language document and in verbal representations was  
11 reasonable.

12 **CLASS ALLEGATIONS**

13 128. Plaintiffs incorporate and reallege each and every preceding paragraph as if fully set  
14 forth herein.

15 129. Plaintiffs bring this action on behalf of themselves and the members of the proposed  
16 National Class and California Subclass. The proposed National Class consists of:

17 All individuals residing in the United States who, within the applicable  
18 statute of limitations preceding the filing of this action and going forward  
19 from the date of this Complaint, paid monies to LBN and wore a GPS tracker  
provided by LBN.

20 130. The proposed California Subclass consists of:

21 All individuals residing in the State of California who, within the applicable  
22 statute of limitations preceding the filing of this action and going forward  
23 from the date of this Complaint, paid monies to LBN and wore a GPS tracker  
24 provided by LBN.

25 131. Excluded from the Class and Subclass are LBN, its parents, subsidiaries, affiliates,  
26 officers and directors, any entity in which LBN has a controlling interest, all customers who make a  
27 timely election to be excluded, governmental entities, and all judges and their staff assigned to hear  
28

1 any aspect of this litigation, as well as their immediate family members.

2 132. The members of the Class and Subclass are so numerous that joinder is impractical.  
3 The Class and Subclass consist of thousands of members, the precise number of which is within the  
4 knowledge of and can be ascertained only by resort to LBN's records.

5 133. There are numerous questions of law and fact common to the Class and Subclass  
6 which predominate over any questions affecting only individual members of the Class and Subclass.  
7 Among the questions of law and fact common to the Subclass are:

- 8 (a) Whether LBN engaged in unfair, unlawful and/or fraudulent business practices under  
9 California law;
- 10 (b) Whether LBN misrepresented and/or failed to disclose material facts.
- 11 (c) Whether LBN made false or misleading statements of fact;
- 12 (d) Whether LBN's conduct, as alleged herein, was intentional and knowing;
- 13 (e) Whether Class members are entitled to damages and/or restitution, and in what  
14 amount;
- 15 (f) Whether an injunction is necessary; and
- 16 (g) Whether Plaintiff and Class members are entitled to an award of reasonable attorneys'  
17 fees, pre-judgment interest, and costs of suit.

18 Among the questions of law and fact common to the Class are:

- 19 (a) Whether LBN held Class Members in a condition of peonage in violation of 18  
20 U.S.C. § 1581;
- 21 (b) Whether LBN forced Class Members to labor in violation of 18 U.S.C. §1589;
- 22 (c) Whether Class Members are entitled to damages and in what amount;
- 23 (d) Whether an injunction is necessary; and
- 24 (e) Whether Plaintiffs and Class members are entitled to an award of reasonable  
25 attorneys' fees, pre-judgment interest, and costs of suit.

26 134. Plaintiffs' claims are typical of the claims of the members of the Class and Subclass.  
27 Plaintiffs have no interests antagonistic to the interests of any other member of the Class and  
28

1 Subclass.

2 135. Plaintiffs are adequate representatives who will fully and adequately assert and  
3 protect the interests of the Class and Subclass, and have retained counsel experienced in prosecuting  
4 class actions.

5 136. A class action is superior to all other available methods for the fair and efficient  
6 adjudication of this lawsuit, because individual litigation of the claims of all members of the Class  
7 and Subclass is economically unfeasible and procedurally impracticable. While the aggregate  
8 damages sustained by the Class and Subclass are in the millions of dollars, the individual damages  
9 incurred by each member of the Class and Subclass resulting from LBN's wrongful conduct are too  
10 small to warrant the expense of individual lawsuits. The likelihood of individual Class and Subclass  
11 members prosecuting their own separate claims is remote, and, even if every member of the Class  
12 and Subclass could afford individual litigation, the court system would be unduly burdened by  
13 individual litigation of such cases.

14 137. The prosecution of separate actions by members of the Class and Subclass would  
15 create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for LBN.  
16 For example, one court might enjoin LBN from performing the challenged acts alleged herein,  
17 whereas another might not. Additionally, individual actions may be dispositive of the interests of the  
18 Class and Subclass, although certain class members are not parties to such actions.

19 138. LBN's alleged misconduct is generally applicable to the Class and Subclass as a  
20 whole, and Plaintiffs seek, *inter alia*, equitable remedies with respect to the Class and Subclass as a  
21 whole. As such, the systematic policies and practices of LBN make declaratory relief with respect to  
22 the National Class and California Subclass as a whole appropriate.

23 **COUNT I**  
24 **(Violation of the "Unfair" Prong of the UCL,**  
25 **California Business & Professions Code §§ 17200, *et seq.*)**  
26 **(California Subclass Only)**

27 139. Plaintiffs incorporate and reallege each and every preceding paragraph as if fully set  
28 forth herein.

140. The UCL defines unfair business competition to include any "unlawful, unfair or

1 fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal.  
2 Bus. & Prof. Code § 17200.

3 141. A business act or practice is “unfair” under the UCL if the reasons, justifications and  
4 motives of the alleged wrongdoer are outweighed by the gravity of the harm to the alleged victims.

5 142. LBN has violated the “unfair” prong of the UCL through its acts and omissions  
6 detailed herein, including the imposition of an exploitative English-language agreement onto non-  
7 English speakers, who are required to pay exorbitant fees and haul GPS ankle monitors over a  
8 number of years under the threat of detention.

9 143. The acts and practices alleged herein are unfair because they caused Plaintiff, and  
10 reasonable consumers like them, to incur substantial financial loss.

11 144. The gravity of the harm to members of the Class resulting from these unfair acts and  
12 practices outweighs any conceivable reasons, justifications and/or motives of LBN for engaging in  
13 such deceptive acts and practices. By committing the acts and practices alleged above, LBN engages  
14 in unfair business practices within the meaning of California Business & Professions Code §§  
15 17200, *et seq.*

16 145. Through its unfair acts and practices, LBN has improperly obtained money from  
17 Plaintiffs and the Class. As such, Plaintiffs request that this court cause LBN to restore this money to  
18 Plaintiffs and all Class members, and to enjoin LBN from continuing to violate the UCL as  
19 discussed herein and/or from violating the UCL in the future. Otherwise, Plaintiffs and the Class  
20 may be irreparably harmed and/or denied an effective and complete remedy if such an order is not  
21 granted.

22 **COUNT II**  
23 **(Violation of the “Fraudulent” Prong of the UCL,**  
24 **California Business & Professions Code §§ 17200, *et seq.*)**  
25 **(California Subclass Only)**

26 146. Plaintiffs incorporate and reallege each and every preceding paragraph as if fully set  
27 forth herein.

28 147. The UCL defines unfair business competition to include any “unlawful, unfair or  
fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal.

1 Bus. & Prof. Code § 17200.

2 148. A business act or practice is “fraudulent” under the UCL if it is likely to deceive  
3 members of the consuming public.

4 149. LBN deceived consumers into believing, *inter alia*, that LBN was their only option to  
5 leave detention, that the financial terms were manageable, that LBN was connected to and could  
6 invoke the powers of a U.S. government agency, and that wearing an LBN ankle “bracelet” would  
7 not be onerous. LBN’s acts and practices as described herein have deceived Plaintiffs and were  
8 highly likely to deceive members of the consuming public. Accordingly, Plaintiffs suffered monetary  
9 loss as a direct result of LBN’s practices described herein.

10 150. As a result of the conduct described above, LBN has been unjustly enriched at the  
11 expense of Plaintiffs and members of the proposed Class. Specifically, LBN has been unjustly  
12 enriched by obtaining revenues and profits that it would not otherwise have obtained absent its false,  
13 misleading and deceptive conduct.

14 151. Through its unfair acts and practices, LBN has improperly obtained money from  
15 Plaintiffs and the Class. As such, Plaintiffs request that this court cause LBN to restore this money to  
16 Plaintiffs and all Class members, and to enjoin LBN from continuing to violate the UCL as  
17 discussed herein and/or from violating the UCL in the future. Otherwise, Plaintiffs and the Class  
18 may be irreparably harmed and/or denied an effective and complete remedy if such an order is not  
19 granted.

20 **COUNT III**  
21 **(Violation of the “Unlawful” Prong of the UCL,**  
22 **California Business & Professions Code §§ 17200, *et seq.*)**  
23 **(California Subclass Only)**

24 152. Plaintiffs incorporate and reallege each and every preceding paragraph as if fully set  
25 forth herein.

26 153. The UCL defines unfair business competition to include any “unlawful, unfair or  
27 fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal.  
28 Bus. & Prof. Code § 17200.

154. A business act or practice is “unlawful” under the UCL if it violates any other law or

1 regulation.

2 155. California Civil Code § 1770(a)(9) prohibits a business from “[a]dvertising goods or  
3 services with intent not to sell them as advertised.”

4 156. As a result of the conduct described above, LBN has been unjustly enriched at the  
5 expense of Plaintiff and members of the proposed Class. Specifically, LBN has been unjustly  
6 enriched by obtaining revenues and profits that it would not otherwise have obtained absent its false,  
7 misleading and deceptive conduct.

8 157. Through its unlawful acts and practices, LBN has improperly obtained money from  
9 Plaintiffs and the Class. As such, Plaintiffs request that this court cause LBN to restore this money to  
10 Plaintiffs and all Class members, and to enjoin LBN from continuing to violate the UCL as  
11 discussed herein and/or from violating the UCL in the future. Otherwise, Plaintiffs and the Class  
12 may be irreparably harmed and/or denied an effective and complete remedy if such an order is not  
13 granted.

14 **COUNT IV**  
15 **(Violation of the Consumers Legal Remedies Act,**  
16 **California Civil Code §§ 1750, *et seq.*)**  
17 **(California Subclass Only)**

18 158. Plaintiffs incorporate and reallege each and every preceding paragraph as if fully set  
19 forth herein.

20 159. This cause of action is brought pursuant to the CLRA.

21 160. Plaintiffs and each member of the proposed class are “consumers” within the meaning  
22 of California Civil Code § 1761(d).

23 161. LBN’s selling of LBN Outlet Products to Plaintiffs and the Class were “transactions”  
24 within the meaning of California Civil Code § 1761(e). The LBN services purchased by Plaintiffs  
25 and the Class are “goods” within the meaning of Civil Code §1761(a).

26 162. As described herein, LBN violated Civil Code § 1770(a)(8), by “[a]dvertising goods  
27 or services with intent not to sell them as advertised.”

28 163. Plaintiffs relied on LBN’s false representations in deciding to purchase LBN services.  
Plaintiffs would not have purchased LBN services or would have paid less for them absent LBN’s



1 unlawful conduct.

2 164. Plaintiffs request this Court enjoin LBN from continuing to violate the CLRA as  
3 alleged herein in the future and to order restitution to Plaintiffs and each member of the proposed  
4 class. Otherwise, Plaintiffs, the Class and members of the general public may be irreparably harmed  
5 and/or denied effective and complete remedy if such an order is not granted.

6 **COUNT V**  
7 **(Violation of the California Translation Act,**  
8 **California Civil Code § 1632)**  
9 **(California Subclass Only)**

10 165. Plaintiffs incorporate and reallege each and every preceding paragraph as if fully set  
11 forth herein.

12 166. This cause of action is brought pursuant to California Civil Code § 1632, the  
13 California Translation Act.

14 167. LBN is engaged in a trade or business and orally negotiated primarily in  
15 Spanish in the course of entering into rental contracts with Plaintiffs and Class members.

16 168. For the rental contracts, LBN failed to translate every term and condition in those  
17 contracts. LBN deliberately and selectively translated certain terms into Spanish to mislead  
18 consumers such as Plaintiffs and Class members into believing they were receiving a materially  
19 better deal than they ultimately did.

20 169. Plaintiffs' and Class members' reliance on LBN's false and misleading  
21 representations and omissions in the Spanish language document and in verbal representations was  
22 reasonable.

23 **COUNT VI**  
24 **(Violation of the Prohibition on Peonage,**  
25 **18 U.S.C. § 1581)**  
26 **(National Class)**

27 170. Plaintiffs incorporate and reallege by reference each and every preceding paragraph  
28 as if fully set forth herein.

171. This cause of action is brought pursuant to 18 U.S.C. § 1581, the Federal Prohibition  
on Peonage.

1 172. LBN holds vulnerable and indigent Spanish-speaking immigrant detainees, including  
2 Plaintiffs, in a condition of peonage. LBN lures detainees into hauling ankle shackle monitors, which  
3 are heavy and prone to cause injuries including sharp pain and bruises, and charging the devices  
4 while tethered to an electronic outlet for hours at a time.

5 173. The detainees are compelled to provide the labor or service of hauling and charging  
6 the devices as a condition of debts brokered by LBN.

7 174. The detainees are victims authorized to bring a civil action against LBN since it is the  
8 perpetrator of a violation of the Peonage statute or knowingly benefitted from participation in a  
9 venture in violation of the Peonage statute. 18 U.S.C. § 1595.

10 **COUNT VII**  
11 **(Violation of the Prohibition on Forced Labor,**  
12 **18 U.S.C. § 1589)**  
13 **(National Class)**

14 175. Plaintiffs incorporate and reallege by reference each and every preceding paragraph  
15 as if fully set forth herein.

16 176. This cause of action is brought pursuant to 18 U.S.C. § 1589, the Federal Prohibition  
17 on Forced Labor.

18 177. LBN “knowingly obtained the labor or services” of vulnerable and indigent Spanish-  
19 speaking immigrant detainees, including Plaintiffs. LBN lures the detainees into hauling ankle  
20 shackle monitors, which are heavy and prone to cause injuries including sharp pain and bruises, and  
21 charging the devices while tethered to an electronic outlet for hours at a time.

22 178. LBN obtained this labor or service from the detainees to secure loans from bail-  
23 bondsmen that it would use to, on the one hand, pay the detainee’s bond, while, on the other hand,  
24 extract exorbitant sums from detainees that far exceed the original bond by charging them to rent and  
25 insure the devices.

26 179. LBN obtained the labor or service from the detainees by means of threats of physical  
27 restraint, the abuse or threatened abuse of law or legal process, and by scheme to cause the detainees  
28 to believe that, if they did not perform such labor or services, the detainees would suffer physical  
restraint. LBN told the detainees or otherwise led them to believe that if they did not provide the

1 labor or service of hauling and charging the ankle shackle monitors they would be returned to  
2 detention.

3 180. The detainees are victims authorized to bring a civil action against LBN since it is the  
4 perpetrator of a violation of the Forced Labor statute or knowingly benefitted from participation in a  
5 venture in violation of the Forced Labor statute. 18 U.S.C. § 1595.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs Juan Quintanilla Vasquez and Gabriela Perdomo Ortiz, and the  
8 members of the Class, demand a jury trial on all claims so triable and judgment against Defendants,  
9 as follows:

10 A. An order certifying that this action may be maintained as a class action, that Plaintiffs  
11 be appointed Class Representative and Plaintiffs' counsel be appointed Class Counsel;

12 B. A judgment awarding Plaintiffs and all members of the Class restitution and/or other  
13 equitable relief, including, without limitation, restitutionary disgorgement of all profits and unjust  
14 enrichment that LBN obtained from Plaintiffs and the Class as a result of its unlawful, unfair and  
15 fraudulent business practices described herein;

16 C. An order enjoining LBN from continuing to violate the UCL, CLRA, California  
17 Translation Act, Prohibition on Peonage, and Prohibition on Forced Labor, as described herein;

18 D. A judgment awarding actual and punitive damages to Plaintiffs and the Class in an  
19 amount to be determined at trial;

20 E. A judgment awarding Plaintiffs costs of their suit; including reasonable attorneys'  
21 fees pursuant to California Civil Code § 1780(d), Code of Civil Procedure § 1021.5 and as otherwise  
22 permitted by statute; and pre and post-judgment interest; and

23 F. Such other and further relief as may be deemed necessary or appropriate.

24 **JURY TRIAL DEMANDED**

25 PLAINTIFFS demand a jury trial on all triable issues.  
26  
27  
28

1  
2 Dated: February 15, 2017

Respectfully Submitted,

3 By: */s/ Jeffrey Kaliel*

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