

In the Term of the Supreme Court
of the State of New York, held in and
for Kings County at the Courthouse
thereof located at 360 Adams Street,
Brooklyn, NY 11201

LIBRE BY NEXUS, INC.,)
113 Mill Place Parkway,)
Suite 103,)
Verona, VA 24482)
Plaintiff,)
v.)
CENTRAL AMERICAN LEGAL)
ASSISTANCE,)
240 Hooper Street,)
Brooklyn, NY 11211)
Defendant.)
_____)

Index No. _____

COMPLAINT FOR INJUNCTIVE RELIEF

COMES NOW Plaintiff, Libre by Nexus, Inc., and complains against Central American Legal Assistance, a 501(c)(3) organization (hereinafter "CALA"), as follows.

INTRODUCTION

Libre by Nexus, Inc. (hereinafter "Libre") is the sole provider of immigration bond securitization. Immigration bond securitization permits immigrants, who are detained by the U.S. Department of Homeland Security, to post a release bond without traditional collateral. Libre secures the release bonds of immigration detainees with GPS technology mounted on ankle bracelets. Using this business model, Libre has successfully reunited thousands of detainees with their families while their immigration cases wind their way through court. The detainees, Libre's clients, enter into binding contracts with Libre, which monitors the GPS devices to assure that clients appear in immigration court, as

required, and keep their appointments with supervisory ICE officers. Clients pay a monthly fee to Libre for its services.

Libre's unique and valuable services to the undocumented immigrant community are now threatened by CALA, which brazenly counsels Libre's clients to breach their contracts with Libre, and physically assists Libre's clients to unlawfully remove the monitoring devices. To date, CALA has induced and assisted at least four (4) of Libre's clients to breach their those contractual obligations by cutting off and removing Libre's GPS monitoring bracelets. As a result, Libre lost contact with these four clients, making it impossible to monitor them and to ensure that they meet their court dates and ICE appointments.

Moreover, each of these Libre clients are now under the false impression, provided by CALA, that they are no longer contractually obligated to make monthly payments to Libre. As a result, Libre has suffered serious damage to its reputation, along with monetary damages, and most importantly: Libre is in grave danger of suffering irreparable, future damages.

JURISDICTION AND VENUE

1. Jurisdiction and venue are proper.

PARTIES

2. Libre is a Virginia corporation transacting business in New York.
3. Upon information and belief, CALA is a New York charitable corporation transacting business in New York.

FACTS COMMON TO ALL COUNTS

4. Libre provides immigrants with the possibility of bail from detention centers throughout the United States, conditioned on the common practice of wearing ankle monitors that are provided by Libre to its clients.
5. Libre is the sole provider of immigration securitization that permits immigrant detainees to post bond without traditional collateral.
6. Through Libre's monitoring of its clients' locations with GPS ankle monitors, Libre is able to guarantee its clients bonds to bail bondsmen.
7. The business model of Libre is necessarily dependent on its clients maintaining their court dates with immigration courts and appointments with supervisory ICE officers.
8. To create the rights and mutual obligations between Libre and its clients, Libre enters into contracts with its clients.
9. Pursuant to Libre's contracts, each client is obligated to wear the GPS ankle monitors issued to them by Libre staff and pay a monthly fee until the conclusion of their immigration court proceedings or until their bond is paid.
10. Lidia Maritza Garcia-Gonzalez is a client of Libre who resides in New York.
11. Libre ensured that Lidia Maritza was wearing a Libre ankle monitor pursuant to a signed contract between Lidia Maritza and Libre.
12. Francisco Javier Rodriguez-Fernandez is a client of Libre who resides in New York.

13. Libre ensured that Francisco Javier was wearing a Libre ankle monitor pursuant to a signed contract between Francisco Javier and Libre.
14. Astrid Karina Morales-Ortiz is a client of Libre who resides in New York.
15. Libre ensured that Astrid Karina was wearing a Libre ankle monitor pursuant to a signed contract between Astrid Karina and Libre.
16. Jesus Pascuala Ambrosio is a client of Libre who resides in New York.
17. Libre ensured that Jesus Pascuala was wearing a Libre ankle monitor pursuant to a signed contract between Mr. Ambrosio and Libre.
18. At all relevant times, CALA had full knowledge of signed contracts between Libre and Mr. Ambrosio, Ms. Morales-Ortiz Mr. Rodriguez-Fernandez, Ms. Garcia-Gonzalez. This was acknowledged in writing by Anne Pilsbury, Director of CALA, on June 5, 2017: *“we believe there are serious legal problems with the contracts which make them unenforceable”*
19. On or about September 28, 2015, an agent of CALA told Mr. Ambrosio that he should ignore his contract with Libre. CALA’s agent cut and removed the ankle bracelet of Jesus Pascuala Ambrosio. The device was damaged and lost all value to Libre.
20. At the time an agent of CALA removed the ankle bracelet from Mr. Ambrosio, CALA had full knowledge of the contract between Libre and Mr. Ambrosio.
21. Thereafter, on or about March 15, 2017, an agent of CALA told Astrid Karina Morales-Ortiz that she should ignore her contract with Libre. CALA’s agent cut and removed the ankle bracelet from Ms. Morales-Ortiz. The device was damaged and lost all value to Libre.

22. At the time an agent of CALA removed the ankle bracelet of Ms. Morales-Ortiz, CALA had full knowledge of the contract between Libre and Ms. Morales-Ortiz.

23. Later, on or about May 10, 2017, an agent of CALA told Francisco Javier Rodriguez-Fernandez that he should ignore his contract with Libre. CALA's agent cut and removed the ankle bracelet from Mr. Rodriguez-Fernandez.

24. At the time an agent of CALA removed the ankle bracelet of Mr. Rodriguez-Fernandez, CALA had knowledge of the contract between Libre and Mr. Rodriguez-Fernandez. The device was damaged and lost all value to Libre.

25. Most recently, on or about May 24, 2017, an agent of CALA told Lidia Maritza Garcia-Gonzalez that she should ignore her contract with Libre. CALA's agent cut and removed the ankle bracelet from Ms. Garcia-Gonzalez.

26. At the time an agent of CALA removed the ankle bracelet of Ms. Garcia-Gonzalez, CALA had full knowledge of the contract between Libre and Ms. Garcia-Gonzalez. The device was damaged and lost all value to Libre.

27. Up until June 8, 2017, the last known GPS-tracked location of the ankle monitor of Lidia Maritza Garcia-Gonzalez, Astrid Karina Morales-Ortiz, and Francisco Javier Rodriguez-Fernandez is 267 Marcy Avenue, Brooklyn, NY 11211.

28. Up until June 8, 2017, the ankle bracelets of Ms. Garcia-Gonzales, Ms. Morales-Ortiz, and Mr. Rodriguez-Fernandez were located at CALA, as evidenced by the fact that CALA is located at 240 Hooper Street, Brooklyn, NY 11211, a corner building that shares the address 267 Marcy Avenue, Brooklyn, NY 11211.

29. CALA temporarily converted the Libre's ankle bracelets and eventually returned them to Libre in a damaged and unusable condition.

30. As a result of Libre's inability to locate its clients, Libre immediately dispatched compliance staff to locate its clients and replace their ankle monitors.

31. The dispatch of Libre's compliance staff and the replacement of ankle monitors caused Libre to suffer a financial loss.

32. In an effort to avoid this litigation, an attorney for Libre called and spoke on the phone with Anne Pilsbury, Director of CALA, in the hope of obtaining her assurance that CALA would refrain from tampering with the ankle monitors worn under contractual obligation by Libre's clients. Libre's attorney told Ms. Pilsbury that he would send a written agreement to her, an agreement in which CALA would, inter alia, promise to never tamper with, in any manner, Libre's subject ankle monitors.

33. On May 30, 2017, the same attorney representing Libre sent a letter via email to Anne Pilsbury, Director of CALA, asking Ms. Pilsbury to immediately return the ankle monitors that it cut off Libre's clients and asking Ms. Pilsbury to sign an attached agreement between with CALA and Libre which would require, inter alia, CALA and its employees to never tamper with an ankle monitor that has been placed on a person by an agent of Libre in any manner.

34. The proposed agreement would also require CALA to inform Ms. Garcia-Gonzales, Ms. Morales-Ortiz, and Mr. Rodriguez-Fernandez that the Libre ankle bracelets worn by each of them had been lawfully placed on them, that removing the ankle bracelet is unlawful, and that they must at all times communicate issues regarding

the ankle bracelet with Libre, and that the opinion given to them by CALA and its agents regarding the removal of the ankle bracelet was legally wrong.

35. On June 8, 2017, an attorney for Nexus Caridades Attorneys received a package from the Director of CALA, and the package contained three damaged ankle bracelets and a letter, dated June 5, 2017, in which Anne Pilsbury, on behalf of CALA, refused to sign the proposed agreement and agree not to remove ankle bracelets from Libre's clients in the future.

36. Ms. Pilsbury did not offer any revisions to the agreement that Libre's attorney sent to Ms. Pilsbury, nor did she or any other agent of CALA provide Libre or Libre's attorney with any written assurances that CALA would refrain from their repeated practice of telling Libre clients that they were not obligated under contract and of physically cutting the ankle monitors off Libre's clients. In her letter, Ms. Pilsbury did not even mention the agreement that she was asked to sign.

37. At the time of the filing, Libre has no assurance that CALA will refrain from inducing Libre's clients to breach their contracts with Libre and remove the ankle bracelets — bracelets that Libre's clients are obligated to wear pursuant to lawful contract.

38. Libre's clients who wear Libre's ankle monitors have a 99% percentage appearance rate. Prior to Libre, the appearance rate for immigrants who bonded out of detention was roughly 30%, according to the Associated Press.

39. The efficient adjudication of immigrant court cases, to include deportation and asylum cases, depends in large part of the appearance of immigrants who bond out of detention centers.

40. The efficient adjudication of immigration cases is a national priority.

COUNT I
(INDUCEMENT OF BREACH OF CONTRACT)

41. Plaintiff fully incorporates paragraphs 1-40 as if fully restated herein.

42. Because Defendant and its agents had knowledge of the contracts between Libre and its clients, including Mr. Ambrosio, Ms. Morales-Ortiz, Mr. Rodriguez-Fernandez, and Ms. Garcia-Gonzalez, and because Defendant made intentional efforts to encourage these clients of Plaintiff to breach their lawful contracts with Plaintiff by removing their ankle monitors—and even physically removed the monitors from these clients, Plaintiff suffered monetary damages and damage to its reputation. Libre is entitled to all damages permissible under controlling law, as well as attorney fees and cost regarding this lawsuit.

COUNT II
(TORTIOUS INTERFERENCE WITH CONTRACT)

43. Plaintiff fully incorporates paragraphs 1-44 as if fully restated herein.

44. Because Defendant and its agents had knowledge of the contracts between Libre and its clients, including Mr. Ambrosio, Ms. Morales-Ortiz, Mr. Rodriguez-Fernandez, and Ms. Garcia-Gonzalez; and because Defendant made intentional efforts to successfully encourage these clients of Plaintiff to breach their lawful contracts with Plaintiff by removing their ankle monitor; and because Defendant physically removed the

monitors from these clients, Plaintiff's clients breached their contracts and Plaintiff suffered monetary damages and damage to its reputation. Libre is entitled to all damages permissible under controlling law, as well as attorney fees and costs regarding this lawsuit.

COUNT III
(INJUNCTIVE RELIEF)

45. Plaintiff fully incorporates paragraphs 1-44 as if fully restated herein.

46. Based on the facts incorporated to support this Count, Plaintiff request that this Court issue both preliminary and permanent injunctions to prohibit Defendant from tampering, in any way, with ankle monitors worn by Libre clients.

COUNT IV
(CONVERSION)

47. Plaintiff fully incorporates paragraphs 1-46 as if fully stated herein.

48. Based on the facts incorporated to support this Count, Defendants unlawfully converted Plaintiff's property and that unlawful conversion of Plaintiff's property caused Plaintiff both monetary and non-monetary harm. Consequently, Plaintiff is entitled to recover all damages from Defendant that controlling law permits.

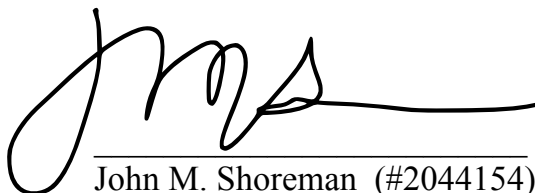
COUNT V
(PUNITIVE DAMAGES)

49. Based on intentional conduct effected for the purpose of damaging Plaintiff's reputation, Plaintiff is entitled to punitive damages, under all applicable laws, because Defendant acted with a willful and conscience indifference to the laws that protect Plaintiff's contractual rights.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- (a) That judgment be granted in favor of the Plaintiff against the Defendant, for the injuries of Plaintiff;
- (b) That Plaintiff recover compensatory damages including lost income and future lost income, and other expenses in an amount to be determined at trial, including attorney fees;
- (c) That Plaintiff recover all costs of this litigation; ;
- (d) That Plaintiff have Judgment against Defendant for punitive damages;
- (e) That Defendant is preliminarily and permanently enjoined from future acts of similar unlawful conduct against Plaintiff;
- (f) That Plaintiff receives such other and further relief as the Court deems just and proper.

Respectfully submitted,



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