

(NO) LIBRE BY NEXUS: THE FIGHT AGAINST IMMIGRANT E-CARCERATION AND EXPLOITATION

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With growing support for the movements to abolish the U.S. Immigration and Customs Enforcement agency (ICE),¹ end family separation during immigration proceedings,² and normalize alternatives to immigrant detention (ATD),³ Libre by Nexus (Libre) has found a way to bridge the gap between detention and liberation. Founded in 2014 by current president and CEO Mike Donovan, Libre is a private, for-profit company that functions similarly to a bail-bond company within the immigrant detention system.⁴ Libre represents itself as an immigration legal aid provider that reunites families who have been inhumanely separated because of the broken U.S. immigration system by providing “affordable” immigration bond payment options for ICE detainees and their families.⁵ The company facilitates bond payments⁶ for

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1. See generally Rachel Levinson-Waldman, *The Abolish ICE Movement Explained*, BRENNAN CTR. FOR JUST. (July 30, 2018), <https://www.brennancenter.org/our-work/analysis-opinion/abolish-ice-movement-explained>; Sean McElwee, *It's Time to Abolish ICE*, THE NATION (Mar. 9, 2018), <https://www.thenation.com/article/archive/its-time-to-abolish-ice>.

2. See generally KIDS IN NEED OF DEF., FAMILY SEPARATION: TWO YEARS LATER, THE CRISIS CONTINUES (2020), <https://supportkind.org/wp-content/uploads/2020/07/Family-Separation-Report-2020-FINAL-2.pdf>; Alexandra Yoon-Hendricks & Zoe Greenberg, *Protests Across U.S. Call for End to Migrant Family Separations*, N.Y. TIMES (June 30, 2018), <https://www.nytimes.com/2018/06/30/us/politics/trump-protests-family-separation.html>.

3. See generally Fatma E. Marouf, *Alternatives to Immigration Detention*, 38 CARDOZO L. REV. 2141 (2017); Robyn Sampson & Grant Mitchell, *Global Trends in Immigration Detention and Alternatives to Detention: Practical, Political and Symbolic Rationales*, 1 J. ON MIGRATION & HUM. SECURITY 97, 103–11 (2013), <https://journals.sagepub.com/doi/pdf/10.1177/233150241300100302>; Livia Luan, *Profiting from Enforcement: The Role of Private Prisons in U.S. Immigration Detention*, MIGRATION POL'Y INST. (May 2, 2018), <https://www.migrationpolicy.org/article/profitting-enforcement-role-private-prisons-us-immigration-detention>.

4. Corporation Entry Information for Libre by Nexus Inc., VA. ST. CORP. COMM'N CLERK'S INFO. SYS., <https://cis.scc.virginia.gov/EntitySearch/BusinessInformation?businessId=115146> (last visited Dec. 30, 2020). “Libre by Nexus Inc.” re-incorporated in Georgia as “Libre by Nexus, Inc.” in 2019. See Corporation Entry Information for Libre by Nexus, Inc., VA. ST. CORP. COMM'N CLERK'S INFO. SYS., <https://cis.scc.virginia.gov/EntitySearch/BusinessInformation?businessId=121726> (last visited Dec. 30, 2020).

5. *How Libre Helps with Your Immigration Bond Payment*, LIBRE BY NEXUS, <https://librebynexus.com/what-we-do> (last visited Feb. 20, 2020) [hereinafter LIBRE, *What We Do*].

6. Libre is not a licensed bail bond company, and thus cannot pay immigrant detainees' ICE bonds. Instead,

Libre obtains [detainees'] release by instructing a bond agent to post the bond. . . . Libre acts as an intermediary between the detainees and the sureties and their bond agents. Libre requires

immigrants in ICE detention facilities who have “demonstrated that they are not a flight risk or danger to the community.”⁷ The company is thus able to arrange many detained immigrants’ releases and reunifications with family members living in the United States.⁸ Given that Libre has allegedly helped 20,000 immigrants obtain release from ICE detention and reunite with their families while they wait for their forthcoming court date, why have immigration lawyers, advocates, and various elected officials called for investigations into the company’s business practices?⁹ Why have some Libre clients recently sued the company for fraud, coercion, deception, and exploitation of vulnerable immigrants in removal proceedings? This piece will answer those questions and explore why advocates are concerned about the electronic monitoring (“e-carceration”¹⁰) of immigrants released from ICE custody with Libre’s help.

Libre is a subsidiary of parent company Nexus Services Inc. (Nexus), a self-purported “immigrant bond securitization” company.¹¹ Although Libre helps detained immigrants post bond as a security for release from detention, Libre president and CEO Mike Donovan cannot be a licensed bondsman because of his criminal felony record.¹² Instead, RLI Insurance Company (RLI) issues immigration bonds on Libre’s behalf for approximately \$2.6 million in premiums.¹³

Through the use of electronic post-release location monitoring (i.e., GPS-equipped ankle monitor devices) and by charging clients upfront and monthly fees,¹⁴ Libre is able to electronically surveil clients and make a

detainees to execute an agreement with certain obligations and, in exchange, it agrees to indemnify the sureties and their bond agents for any losses in connection with the immigration bonds. The sureties then post and issue immigration bonds to ensure the detainee’s release.

Complaint at 7, CFPB v. Nexus Services, No. 5:21-cv-00016 (W.D. Va. Feb. 22, 2021), https://files.consumerfinance.gov/f/documents/cfpb_nexus-services-inc-et-al_complaint_2021-02.pdf [hereinafter CFPB Complaint].

7. *AILA Position Paper: Alternatives to Detention*, AILA InfoNet Doc. No. 08070361, AM. IMMIGR. LAWS. ASS’N 1, 1 (July 3, 2008), available at <https://www.aila.org/infonet/aila-position-paper-alternatives-to-detention>; see also U.S. Immigr. & Customs Enf’t, *Alternatives to Detention for ICE Detainees*, AILA InfoNet Doc. No. 09110666, AM. IMMIGR. LAWS. ASS’N (Nov. 6, 2009), <https://www.aila.org/File/DownloadEmbeddedFile/51379>. The original document posted by ICE on Oct. 23, 2009 has since been deleted.

8. LIBRE, *What We Do*, *supra* note 5.

9. Michael E. Miller, *This Company is Making Millions from America’s Broken Immigration System*, WASH. POST (Mar. 9, 2017), https://www.washingtonpost.com/local/this-company-is-making-millions-from-americas-broken-immigration-system/2017/03/08/43abce9e-f881-11e6-be05-1a3817ac21a5_story.html.

10. See *E-Carceration*, INVESTIGATE, <https://investigate.afsc.org/tags/e-carceration> (last updated Aug. 12, 2019) (defining e-carceration as “an alternative system of incarceration that deprives individuals of liberty through tracking, surveillance, and control outside of prisons by technological means”).

11. See *The Nexus Family of Companies*, NEXUS SERVICES INC., <https://www.nexushelps.com> (last visited Dec. 30, 2020).

12. Miller, *supra* note 9.

13. RLI Ins. Co. v. Nexus Servs., 570 F. Supp. 3d 564, 570 (W.D. Va. 2020).

14. See Class Action Complaint at 5–18, *Vasquez v. Libre by Nexus, Inc.*, No. 17-cv-00755-CW (N.D. Cal. Feb. 15, 2017) (“Proposed Final Approval Order and Judgment” available at <https://www.lbnsettlement.com/documents>) [hereinafter California Complaint] (describing the Libre experiences of various lawsuit class representatives, including descriptions of the GPS ankle shackles and payment details).

hefty profit.¹⁵ Libre convinces prospective clients—typically detained Latino immigrants who speak little or no English and cannot afford the high upfront cost of refundable ICE bonds—to contract with them by promising to secure their release by arranging for payment of the high upfront ICE bond cost in exchange for smaller monthly fees charged to the immigrant.¹⁶ Immigrants who decide to contract with Libre are generally required to pay the company twenty percent of their bond amount, installation fees for the GPS ankle “shackle,” and a device rental fee of \$420 per month.¹⁷ The amount of money a typical client pays to Libre by the time their shackle is removed can easily total more than the cost of their original bond.¹⁸ Since Libre is not a licensed bail bond company but instead a middleman between RLI and customers, Libre alleges that local, state, and federal policies that regulate the surety insurance industry do not apply to Libre.¹⁹ The company uses this lack of regulation to its advantage to engage in predatory business practices.²⁰ As a result of and to combat these practices, numerous clients and former clients have sued Libre,²¹ and several government offices have investigated the company in the last few years.²²

15. See Miller, *supra* note 9; Associated Press, *Lawsuit: Libre by Nexus Exploits Immigrants Needing Bail*, WHSV (Aug. 15, 2019), <https://www.wHSV.com/content/news/Lawsuit-Libre-by-Nexus-exploits-immigrants-needing-bail-545263891.html> (accusing Libre of “raking in more than \$100 million from the immigrant community”).

16. See Megan Leonhardt, *Consumer Watchdog Sues Immigration Services Company, Claiming it Preys on Detainees*, CNBC (Feb. 22, 2021), <https://www.cnbc.com/2021/02/22/cfpb-sues-immigration-services-company-for-allegedly-preying-on-detainees.html>.

17. California Complaint, *supra* note 14, at 5–7; see also GPS Equipment Lease Agreement, in LIBRE BY NEXUS CONTRACT MATERIALS, IMMIGR. ELEC. MONITORING SERVS., 7–9 (2014), <https://www.prisonallegalnews.org/media/publications/Libre%20by%20Nexus%20Contract%20Materials%2C%20Immigration%20Electronic%20Monitoring%20Services%2C%202014.pdf>.

18. California Complaint, *supra* note 14, at 7 (“[D]etainees regularly end up paying total amounts to [Libre] that exceed or approximate the amount of the bond.”); *Id.* at 26 (Libre “[extracts] exorbitant sums from detainees that far exceed the original bond by charging them to rent and insure the devices.”); Complaint at 12, *Garcia-Diaz v. Libre by Nexus Inc.*, No. CL19-4356 (Va. Cir. Ct. Aug. 8, 2019), <https://www.justice4all.org/wp-content/uploads/2019/08/Garcia-Diaz-v.-Libre-by-Nexus.pdf> [hereinafter *Virginia Complaint*] (“The total amount required under the contract is almost always greater than the immigrant’s bond amount, and far exceeds the 10-15 percent of the bond amount that a licensed bail bond company could charge under Virginia law.”).

19. Virginia Complaint, *supra* note 18, at 2. Despite Libre’s claims, “the Virginia Attorney General, the Virginia State Corporation Commission’s Bureau of Insurance, and the federal Consumer Financial Protection Bureau are currently investigating Libre’s business practices.” *Id.*

20. See generally California Complaint, *supra* note 14; Virginia Complaint, *supra* note 18; Michael E. Miller, *Company Accused of Preying on Detained Immigrants under Investigation in Two States, Officials Say*, WASH. POST (May 4, 2017), https://www.washingtonpost.com/local/company-accused-of-preying-on-detained-immigrants-under-investigation-in-two-states-officials-say/2017/05/04/aa3a2d0c-3032-11e7-9534-00e4656c22aa_story.html (“[Libre’s] contracts have been the subject of lawsuits and allegations of fraud by immigrants who claim they didn’t understand them [even though an ICE] inquiry three years ago concluded that the company was not breaking the law.”).

21. See generally California Complaint, *supra* note 14; Virginia Complaint, *supra* note 18.

22. See, e.g., *AG Ferguson: Immigration Bond Services Company to Provide More Than \$2.7 Million in Debt Relief Over English-Only Contracts*, OFF. OF THE ATT’Y GEN., ST. OF WASH. (Aug. 26, 2019), <https://www.atg.wa.gov/news/news-releases/ag-ferguson-immigration-bond-services-company-provide-more-27-million-debt-relief> [hereinafter *Washington Attorney General Investigation*].

In recent lawsuits and investigations, the offices of various states' attorneys general, consumer protection agencies, and classes of current or former clients have accused Libre of misleading and deceiving desperate immigrants during the contracting process.²³ Libre maintains that its "contracts were clear and consensual;"²⁴ however, clients assert that Libre misrepresents both the *amount* of fees they are responsible for paying and the *nature* of these fees.²⁵ In California, Libre allegedly "forces detainees to sign an unconscionable English-language GPS ankle bracelet 'lease' agreement . . . while providing a Spanish disclosure that never tells the true costs of the supposed 'bargain.'"²⁶ Clients in Virginia make similar arguments, noting that Libre deceives and misleads clients by disguising required GPS ankle monitor payments as a rental lease, program fees, loans, or immigration bond collaterals or securities.²⁷ In Washington state, Libre advertised their services and communicated with clients primarily in Spanish while only providing contracts written in English.²⁸ The office of Washington Attorney General Bob Ferguson determined that Libre is aware they habitually do business with clients who can only read in Spanish, as evidenced by Libre's Spanish-only advertisements and employment of sales people who speak Spanish fluently, but the company's legal documents were only provided in English; "[i]t's no wonder many of those consumers were confused about the terms of the program."²⁹ After the lawsuits were filed and investigations became public, Libre agreed to provide contracts in Spanish to detained immigrants.³⁰

Beyond Libre's deceptive language use tactics, clients allege that Libre made significant misrepresentations about its services and relationship with ICE. In Libre employees' communication with prospective clients, throughout the contracting process, and while clients wore GPS ankle shackles, Libre has represented itself as closely associated with ICE.³¹ For those prospective clients who can understand written English, the contract adds another layer of confusion and opportunity for deception. Libre's contract is "structured as a tripartite document—between LBN, the detainee (or 'Leasee') and 'Agency,'" which immigrants reasonably understand as ICE, even though

23. See, e.g., California Complaint, *supra* note 14, at 23 (Libre "has been unjustly enriched by obtaining revenues and profits that it would not otherwise have obtained absent its false, misleading and deceptive conduct."); Virginia Complaint, *supra* note 15, at 11 ("Libre leverages its unregulated model to defraud, mislead, coerce, and profit tremendously from its consumers: detained immigrants too poor to pay their bonds, often newly-arrived asylum seekers like many of the Plaintiffs and their families."); CFPB Complaint, *supra* note 6, at 39 ("Libre offers its services to consumers it knows are in a desperate situation and have no meaningful ability, or opportunity, to negotiate with the company.").

24. Michael E. Miller, *Company Accused of Preying on Immigrants Agrees to \$425,000 Settlement with Va. Regulators*, WASH. POST (Dec. 1, 2020), https://www.washingtonpost.com/local/libre-by-nexus-immigrants-settlement-virginia/2020/11/30/82b66e8e-2f49-11eb-860d-f7999599cbc2_story.html.

25. California Complaint, *supra* note 14, at 3.

26. *Id.* at 6.

27. Virginia Complaint, *supra* note 18, at 12–13.

28. *Washington Attorney General Investigation*, *supra* note 22.

29. *Id.*

30. Miller, *supra* note 24.

31. See California Complaint, *supra* note 14, at 6; Virginia Complaint, *supra* note 18, at 15.

ICE is not involved with the lease agreement, and “Agency” in this instance refers to Libre itself.³² By repeatedly referring to the “Agency” in the contract, Libre gives clients the false impression that if they fail to comply with the contract terms, they can be re-arrested and re-detained, and this contract breach will ultimately affect the outcome of their immigration cases.³³

Along with false implications about its relationship with ICE embedded in the contracts, Libre has actively threatened clients with detention if they miss payments or fail to wear or charge their GPS ankle shackles properly.³⁴ Libre denies that employees threaten clients,³⁵ but clients in California claim that Libre “told the detainees or otherwise led them to believe that if they did not provide the labor or service of hauling and charging the ankle shackle monitors they would be returned to detention.”³⁶ In Virginia, former clients like Mr. Julio Mejia Avala reported that Libre employees would threaten them with deportation if they did not pay the \$420 monthly fee: “Libre [will call immigration to] come to [your] house, arrest [you] and deport [you] back to El Salvador.”³⁷ In reality, Libre has no direct connection to ICE, cannot revoke bond payments, and cannot send anyone back into ICE custody.³⁸ Furthermore, an immigrant’s failure to abide by Libre’s contract “has no bearing on the person’s immigration case, their immigration bond, or their ability to remain free from detention.”³⁹ Libre knows that it cannot make arrests or force anyone to return to government custody but profits by suggesting to worried and desperate immigrants that it can.⁴⁰ Libre employees have implied that their monitoring service is a necessary part of immigrants’ release from detention⁴¹ and have convinced clients that they will be returned to ICE custody if they do not pay the extortionate fees.⁴²

The most recent lawsuits against Libre demonstrate other non-contractual concerns with Libre’s business of e-carcerating immigrants released from ICE custody. In addition to the economic harm GPS ankle shackles cause

32. California Complaint, *supra* note 14, at 11; *see also* GPS Lease Agreement, *supra* note 17, at 7.

33. Virginia Complaint, *supra* note 18, at 15.

34. *See* California Complaint, *supra* note 14, at 26 (Libre obtained clients’ consent to use electronic GPS ankle monitoring “by means of threats of physical restraint, the abuse or threatened abuse of law or legal process, and by scheme to cause the detainees to believe that . . . [they] would suffer physical restraint” if they refuse to properly wear the monitors.); Virginia Complaint, *supra* note 18, at 40 (“Defendants misrepresented their affiliation with immigration authorities . . . by explicit or implicit threats that failure to comply with Libre’s contractual requirements will result in re-detention or will affect Plaintiffs’ immigration cases.”)

35. Miller, *supra* note 24.

36. California Complaint, *supra* note 14, at 26–27.

37. Virginia Complaint, *supra* note 18, at 28.

38. *Id.* at 17.

39. *Id.*

40. *Id.* at 18.

41. *Id.* at 17. Notably, Libre also “fails to inform detainees of a crucial fact: by arranging for the posting of a bond, [Libre] ensures detainees will be moved from ICE’s ‘detained’ docket to ICE’s ‘non-detained’ docket. The latter docket moves much more slowly, meaning that detainees will often remain obligated to pay [Libre’s] monthly fees for years on end—a fact never disclosed by [Libre].” California Complaint, *supra* note 14, at 8.

42. Miller, *supra* note 24.

immigrants,⁴³ Libre's GPS ankle shackles are physically, mentally, and emotionally inhumane. As described by clients in Virginia:

While under GPS monitoring, customers must cope with the embarrassment and indignity of wearing a physical reminder of Libre's crippling financial toll and live under the Orwellian specter of round-the-clock surveillance of their whereabouts, often for years at a time. Customers are required to charge the ankle monitors for hours each day, during which time they are shackled to an electrical outlet. The monitors often overheat, causing burns, vibrate randomly, or make loud beeping noises without warning.⁴⁴

The GPS ankle shackles restrict clients' movement because they only hold a charge for a few hours and must be charged multiple times a day, requiring the shackled individual to endure being physically connected to an electrical outlet multiple hours per day.⁴⁵ The devices reportedly cause skin burns, inflammation, sores, pain, and other adverse physical effects.⁴⁶ Moreover, the e-carceration devices cause mental and emotional suffering as well as employment difficulties due to the social stigma of wearing an ankle monitor, which is linked to criminality.⁴⁷ Libre claims to center their program on respect for and affirmation of "the inherent worth and dignity of every person,"⁴⁸ but electronic monitoring is more restrictive, invasive, and undignified than other alternatives to detention, such as release on one's own recognizance, parole, bond, and supervised release.⁴⁹ As one Honduran immigrant explained, Libre "helped me get out of [detention, but] they only freed me so that they could imprison me all over again."⁵⁰

43. See, e.g., Miller, *supra* note 9 ("Libre's fees often lead its clients to make painful, panicked choices.").

44. Virginia Complaint, *supra* note 18, at 21.

45. *Fact Sheet: Electronic Monitoring Devices as Alternatives to Detention*, NAT'L IMMIGR. F. (Feb. 22, 2019), <https://immigrationforum.org/article/fact-sheet-electronic-monitoring-devices-as-alternatives-to-detention>.

46. *Id.* ("Ankle monitors have been reported to cause inflammation, severe cramps, bleeding, sores, and numbness around the foot and leg, as well as damaging psychological effects."); see also Virginia Complaint, *supra* note 18, at 26–27 (Mr. Garcia Diaz "was required to charge [the GPS ankle monitor] for three or four hours per day, during which time he is tethered to an electrical outlet and the monitor would burn hot and hurt his skin.").

47. See Marouf, *supra* note 3, at 2163 (Wearing an ankle monitor "can be a degrading and dehumanizing experience [and is] stigmatizing, since society often assumes that individuals wearing ankle bracelets are criminals, which can lead to discrimination and create problems at work or in school."); *Fact Sheet: Electronic Monitoring Devices as Alternatives to Detention*, *supra* note 45 ("The stigma of wearing an ankle monitor limits the employment opportunities of immigrants, including those with work authorization. Immigrants face difficulty in being hired and remaining employed while wearing an ankle monitor."); see, e.g., California Complaint, *supra* note 14, at 15 ("Hauling the ankle monitor has significantly impeded Plaintiff Vasquez's work as a day laborer. It has caused Plaintiff Vasquez severe leg pain, prevented him from carrying out some tasks like climbing a ladder, and caused him to trip and fall when he was doing yard work.").

48. *Who We Are*, LIBRE BY NEXUS, <https://librebynexus.com/who-we-are> (last visited Dec. 30, 2020).

49. Marouf, *supra* note 3, at 2163.

50. Miller, *supra* note 9.

Ankle monitors are seen as an alternative to detention, but they actually serve as an alternative to release or a virtual obstruction of liberty.⁵¹ Some people justify using GPS shackles because e-carceration is a “lesser evil” than complete detention for immigrants⁵² and more cost-effective for the federal government.⁵³ However, given that GPS ankle monitoring is only used with immigrants who present neither a danger to society nor a flight risk,⁵⁴ electronic monitoring is an evolution *of* rather than an alternative *to* incarceration. Michelle Alexander, a highly-acclaimed civil rights attorney, advocate, and author of the bestselling book, *The New Jim Crow: Mass Incarceration in the Age of Colorblindness*, stresses that “digital prisons are to mass incarceration what Jim Crow was to slavery.”⁵⁵ Critical of e-carceration, Alexander encourages more transformative, community-based alternatives to detention:

If our goal is *not* a better system of mass criminalization, but instead the creation of safe, caring, thriving communities, then we ought to be heavily investing in quality schools, job creation, drug treatment and mental health care in the least advantaged communities rather than pouring billions into their high-tech management and control.⁵⁶

Following clients’ lawsuits against Libre, the company changed how it does business, taking steps toward actualizing Alexander’s vision of transformative justice. In June 2020, Libre announced that they would liberate over 7,000 clients from their GPS ankle shackles and initiate the use of an innovative mobile application that will allow Libre to monitor clients’ locations in a less invasive way.⁵⁷ Although still a form of e-carceration, Libre’s mobile app program serves as a progressive change that conforms to business practice requirements mandated by the July 2020 *Vasquez v. Libre by Nexus* settlement agreement.⁵⁸

51. See, e.g., Anil Kalhan, *Rethinking Immigration Detention*, 110 COLUM. L. REV. SIDEBAR 42, 56 (2010); Mary Holper, *Immigration E-Carceration: A Faustian Bargain*, B.C. L. SCH. LEGAL STUD. RES. PAPER NO. 539, 1, 3 (Sept. 9, 2020), <http://dx.doi.org/10.2139/ssrn.3689912>; Julie Pittman, *Released into Shackles: The Rise of Immigrant E-Carceration*, 108 CAL. L. REV. 587, 599–613 (2020); César Cuauhtémoc García Hernández, *Immigration Detention as Punishment*, 61 UCLA L. REV. 1346, 1405–12 (2014).

52. See Pittman, *supra* note 51, at 599.

53. See *Fact Sheet: Electronic Monitoring Devices as Alternatives to Detention*, *supra* note 45 (“ICE spends an average of more than \$200 each day to detain someone in immigration detention. . . . In contrast, low-cost ATD programs like community supervision or electronic monitoring programs can cost as little as \$4.50 per day.”).

54. Holper, *supra* note 51, at 3.

55. Michelle Alexander, *The Newest Jim Crow*, N.Y. TIMES (Nov. 8, 2018), <https://www.nytimes.com/2018/11/08/opinion/sunday/criminal-justice-reforms-race-technology.html>.

56. *Id.*

57. Libre by Nexus, *Libre by Nexus to Stop Using Body Affixed GPS Devices and Will Reapportion GPS Costs to Provide Free Healthcare to All Libre Clients*, PR NEWSWIRE (June 2, 2020), <https://www.pnewsire.com/news-releases/libre-by-nexus-to-stop-using-body-affixed-gps-devices-and-will-reapportion-gps-costs-to-provide-free-healthcare-to-all-libre-clients-301068982.html>.

58. See Settlement Agreement at 83–84, *Vasquez v. Libre by Nexus, Inc.*, No. 17-CV-00755-CW, 2018 WL 9868570 (N.D. Cal. Nov. 20, 2018), <https://www.lbnsettlement.com/admin/services/connectedapps.cms.extensions/1.0.0.0/asset?id=4a60e177-0662-42b3-b541-9db9688fc2f4> (listing settlement non-monetary relief items).

While changing its business practices and sincerely advocating for the best interests of immigrants—as the company purports to be doing—Libre could opt to initiate community-based alternatives to detention (ATD) such as those proposed by the National Immigrant Justice Center (NIJC).⁵⁹ In its 2019 report on community-based programming as an alternative to immigrant incarceration, NIJC asserts a set of best practices that would likely contribute to successful substitute programming with high compliance rates, including participant referrals to community-support services (e.g., for legal, social, medical, and mental health support needs); determinations of which restrictions and compliance obligations would be the “least onerous possible;” and programming that functions as a real alternative to detention rather than an alternative to release.⁶⁰ NIJC uses case studies of successful models of ATD programs in Chicago and Sweden to show that community-based programs are safer than detention, less expensive than detention, and more effective at ensuring compliance with government-imposed requirements than detention.⁶¹ The Chicago ATD model incorporates centralized, interfaith, non-profit-led case management, connections to community-supported services, court accompaniment services, legal referrals to community partners, and post-transition services.⁶² The Swedish ATD model includes initial screenings and assessments, case management, community housing placements, and free medical care and legal assistance.⁶³ With its financial resources, Libre could partner with organizations like NIJC to advocate for federal support of community-based ATD programs like those in Chicago and Sweden. Advocating for and aiding the facilitation of these programs would actually fulfill Libre’s purported mission of liberating immigrants who have been “negatively impacted by the broken immigration system.”⁶⁴

As the movements to abolish ICE and immigrant detention increase in public and political support, Libre is in a position to promote even greater change to the inhumane ICE detention and release system. Although the recent lawsuits against and investigations of Libre (along with the corresponding settlement agreements) have not resulted in the abolition of all deceptive and inhumane practices within the immigrant detention industry, they drew the public’s attention toward relatively unknown consequences of mass incarceration and prison privatization in the United States. Most importantly, the lawsuits and settlements have provided some relief for immigrants previously exploited by Libre and could protect others from future harm.

59. See generally David Secor, Heidi Altman, & Tara Tidwell Cullen, *A Better Way: Community-Based Programming as an Alternative to Immigrant Incarceration*, NAT’L IMMIGR. JUST. CTR., (Apr. 2019), <https://immigrantjustice.org/sites/default/files/uploaded-files/no-content-type/2019-04/A-Better-Way-report-April2019-FINAL-full.pdf>.

60. *Id.* at 4–5.

61. *Id.* at 2.

62. *Id.* at 6–7.

63. *Id.* at 8.

64. *Who We Are*, *supra* note 48.