

4/11/2024

HEATHER N. KELLAR
CLERK DISTRICT COURT
COMAL COUNTY, TEXAS
BY CG DEPUTY

CAUSE NO. C2023-0560B

THE STATE OF TEXAS,
Plaintiff,

v.

GEV IO, LLC D/B/A NOMAD
INTERNET;
JESSICA DIANE GARZA
A/K/A JESSICA DIANE HARMON D/B/A
NOMAD INTERNET; ALAN HARMON
D/B/A NOMAD INTERNET;
HOMERO JOSHUA GARZA D/B/A
NOMAD INTERNET; and JAPPA AND
JAGA MNGT LLC

Defendants.

§ IN THE DISTRICT OF
§
§
§ COMAL COUNTY, TEXAS
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207th JUDICIAL DISTRICT COURT

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

Plaintiff, STATE OF TEXAS, acting by and through Attorney General Ken Paxton, and Defendants GEV IO, LLC D/B/A NOMAD INTERNET, JESSICA DIANE GARZA A/K/A JESSICA DIANE HARMON, Individually and D/B/A NOMAD INTERNET; ALAN HARMON, Individually and D/B/A NOMAD INTERNET; HOMERO JOSHUA GARZA, Individually and D/B/A NOMAD INTERNET; and JAPPA and JAGA MANAGEMENT LLC (a Wyoming Limited Liability Company); (collectively, “Defendants” or “Nomad Internet”), announce to the Court that all matters of facts and things in controversy between them have been fully and finally compromised and settled and present to the Court this Agreed Final Judgment and Permanent Injunction (hereafter “Agreed Judgment”).

I. **PARTIES**

1. Plaintiff, State of Texas, by and through Attorney General Ken Paxton; and
2. Defendants, GEV IO, LLC d/b/a Nomad Internet, a Texas limited liability company; Jessica Diane Garza a/k/a Jessica Diane Harmon d/b/a Nomad Internet; Alan Harmon d/b/a

Nomad Internet; Homero Joshua Garza d/b/a Nomad Internet; and JAPPA and JAGA Management LLC (a Wyoming Limited Liability Company)(collectively, the “Parties”).

II. STIPULATIONS

3. By their duly authorized signatures affixed below, the Parties each understand, agree, and stipulate to the following:
 - 3.1 Venue is proper in Comal County, Texas.
 - 3.2 Venue as to all matters between the Parties relating to or arising out of this Agreed Judgment shall lie exclusively in Comal County, Texas.
 - 3.3 This Agreed Judgment shall be governed by the laws of the State of Texas.
 - 3.4 This Court has jurisdiction over the subject matter and Defendants for the purpose of entering into and enforcing this Agreed Judgment.
 - 3.5 The activities of Defendants referred to in this Agreed Judgment constitute trade and/or commerce.
 - 3.6 Entry of this Agreed Judgment is in the public interest.
 - 3.7 This Agreed Judgment is non-appealable.
 - 3.8 Defendants acknowledge notice and acceptance of this Agreed Judgment and waive issuance and service of a writ of injunction.
 - 3.9 This Agreed Judgment does not constitute an admission by any Defendant of any violation of law or regulation. Defendants deny the allegations in Plaintiff’s First Amended Petition.
 - 3.10 This Agreed Judgment is a product of negotiations in which each of the Parties was represented by legal counsel of the Party’s own choosing. Accordingly, any rule

of construction that ambiguities in a document are construed against the Party who drafted it does not apply in interpreting this Agreed Judgment.

- 3.11 The Parties actively participated in the negotiations leading up to this Agreed Judgment, each is aware of the duties and obligations placed upon them by it, and each is desirous and capable of carrying out those duties and obligations in full; that each named Party acknowledges receipt of copies of this Agreed Judgment and has full and actual notice of its terms, and that the terms of this Agreed Judgment are sufficiently detailed and specific to be enforceable by the Court in conformance with Tex. R. Civ. P. 683 and pursuant to Tex. R. Civ. P. 692.
- 3.12 If any provision of this Agreed Judgment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect without being impaired or invalidated in any way.
- 3.13 The headings contained in this Agreed Judgment are used solely for convenience and do not constitute a part of the agreement between the Parties hereto, and they should not be used to aid in any manner in construing this Agreed Judgment.
- 3.14 This Agreed Judgment is entered pursuant to Tex. Bus. & Comm. Code § 17.47, and notwithstanding any other provision hereof, applies only to acts or practices subject to restraint under that section, and is to be construed accordingly.
- 3.15 Each Party stipulates and agrees that the Unabated Civil Penalties Judgment Amount, the Abated Civil Penalties Judgment Amount, and the Consumer Relief Judgment Amount ordered in this Agreed Judgment are based on facts that fall within the exceptions to discharges in bankruptcy; and further that both the

Unabated and Abated civil fines and penalties awarded to Plaintiff in this Agreed Judgment constitute claims to and for the benefit of a governmental unit as defined under 11 U.S.C. § 101(27) and are not compensation for actual pecuniary loss and are exempt from a discharge injunction pursuant to 11 U.S.C. § 523 (a)(7); and further that the Consumer Relief Judgment Amount is comprised of funds that are not property of any Defendant but instead are funds held in constructive trust for Defendants' consumers who entrusted such funds to those consumers on the basis of Defendants' alleged trade practices as alleged in Plaintiff's petition in this cause.

3.16 Jurisdiction is retained by this Court for the purpose of enabling the State of Texas or Defendants to apply for such further orders and directions as may be necessary or appropriate for the construction, modification, and termination (if warranted) of any of the provisions herein, or execution of this Agreed Judgment, including enforcement of this Agreed Judgment as well as addressing any alleged violation of this Agreed Judgment.

3.17 This Judgment in no way affects, preempts, precludes, or resolves any matters with respect to any private claimants or other governmental agencies or departments, aside from the Plaintiff.

III. DEFINITIONS

4. The Parties agree that, for purposes of this Agreed Judgment, the following definitions shall apply:

4.1 “**CPD**” means the Consumer Protection Division of the Office of the Attorney General of Texas.

4.2 “**Corporate Defendants**” means GEV IO, LLC d/b/a Nomad Internet, a Texas

limited liability company; and JAPPA and JAGA Management LLC (a Wyoming Limited Liability Company); and their respective Successors; and their respective directors, officers, employees, representatives, and agents acting within the course and scope of business and/or Successor's operations.

4.3 **“Individual Defendants”** means Jessica Diane Garza, in her individual capacity and as an owner and manager of Nomad Internet, Alan Harmon, in his individual capacity and as an owner and manager of Nomad Internet, and Homero Joshua Garza, in his individual capacity and as an owner of Nomad Internet; their respective Successors; and their respective directors, officers, employees, representatives, and agents acting within the course and scope of business and/or Successor's operations.

4.4 **“Defendants”** means all of the Individual Defendants and Corporate Defendants, individually, collectively, or in any combination, and each of them by whatever name each might be known.

4.5 **“DTPA”** means the Texas Deceptive Trade Practices – Consumer Protection Act, Tex. Bus. & Comm. Code § 17.41-17.63, inclusively.

4.6 **“Effective Date”** in this Agreed Judgment means the date that this Agreed Judgment is signed by the Court.

4.7 **“Identified Eligible Consumer”** shall mean any Consumer who (a) purchased Nomad Internet products and services from Defendants between January 1, 2020, and November 30, 2022; and (b) requested a replacement SIM Card or returned a SIM Card to Defendants because it was not working; and (c) were not previously fully refunded *all* membership fees and monthly payments for any

telecommunication services.

- 4.8 “**SIM**” means and refers to a physical Subscriber Identification Module, that contains an ICCID that will allow a wireless device to access the Mobile Network Operator Wireless network.
- 4.9 “**Successor**” means any person or entity that (i) assumes control of Defendants’ existing telecommunication operations or (ii) is a direct or indirect subsidiary of Nomad Internet and engages in the sale of telecommunication services to Retail Consumers.
- 4.10 “**Telecommunication equipment**” means any specialized hardware that will accept a SIM card and will connect itself and may allow other devices, including but not limited to PCs, laptops, smartphones, tablets, etc., to connect to the Mobile Network Operator Wireless network to make and receive voice calls, and/or sent and receive text messages (SMS, MMS) and/or transmit and receive data to and from the Internet.

IV. FINDINGS

5. The Court, upon having read the pleadings, the stipulations of the Parties, and after being fully advised in this matter, finds as follows:
- 5.1 The Court FINDS that all Parties agree to the entry of this Agreed Judgment and have approved of its entry by their duly authorized signatures below.
- 5.2 The Court FINDS it has jurisdiction over the Parties and subject matter of this suit.
- 5.3 The Court FINDS settlement of this suit is fair, reasonable, and just.
- 5.4 The Court FINDS it would be in the best interests of the Parties, and the public interest, for the Court to approve the settlement and render judgment accordingly.

- 5.5 The Court FINDS that no less than Two Million Dollars (\$2,000,000.00) of the equity in any of the properties specified below, constitute funds that Defendants acquired from consumers through Defendants' alleged trade practices set forth in Plaintiff's petition in this case and constitute funds held in constructive trust that remain the property of those consumers and are not property of Defendants.
- 5.6 The Court FINDS that Plaintiff's First Amended Petition alleges violations of the DTPA, and states claims upon which relief can be granted, and that Plaintiff has authority to seek the relief it has requested.
- 5.7 The Court FINDS that the injunctive relief in this Agreed Judgment is warranted.
- 5.8 The Court FINDS that both the Unabated and Abated civil fines and penalties awarded to Plaintiff in this Agreed Judgment constitute claims to and for the benefit of a governmental unit as defined under 11 U.S.C. § 101(27) and are not compensation for actual pecuniary loss and are exempt from a discharge injunction pursuant to 11 U.S.C. § 523 (a)(7); and further that the Consumer Relief Judgment Amount is comprised of funds that are not property of any Defendant but instead are funds held in constructive trust for Defendants' consumers who entrusted such funds to those consumers on the basis of Defendants' alleged trade practices as set forth in Plaintiff's petition in this cause.
6. Based on these findings, the pleadings, evidence, arguments offered in this case, and having heard and considered the stipulations and representations made by the Parties, the Court finds that there is good cause to issue the permanent injunction and grant all other relief as set forth in this Agreed Judgment.

V. PERMANENT INJUNCTION

7. **IT IS ORDERED** that Defendants, their directors, officers, agents, affiliates, servants, employees, parent companies, subsidiaries, and their successors, assigns and any other person in active concert or participation with any Defendants—whether acting directly or through any corporation, company, partnership, trust, entity, subsidiary, successor, assignee, division or other device—who receives actual notice of this Agreed Judgment by personal service or otherwise are hereby PERMANENTLY ENJOINED from the following acts or practices:

7.1 Advertising for sale, selling, or leasing any telecommunication or wireless data transmission services or telecommunication equipment, including but not limited to memberships or service plans for access to high-speed wireless internet, SIM cards, or products that are intended for telecommunication or wireless data transmission, without authorization or a contractual agreement with a network or service provider to do so.

7.2 Manufacturing, purchasing, distributing, delivering, offering for sale, holding, selling, leasing, or giving away any product that is intended for telecommunication or wireless data transmission without authorization or a contractual agreement with a network or service provider to do so.

7.3 Representing to a consumer that an MNO is Defendants’ “partner” unless Defendant is engaged in a partnership or agreement with the MNO to resell telecommunication or wireless data transmission.

7.4 Representing, directly or indirectly, that any telecommunication services or wireless data transmission or equipment have sponsorship, approval, characteristics, ingredients, uses, or benefits, which they do not have.

- 7.5 Representing, directly or indirectly, that any telecommunication services or wireless data transmission or equipment are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.
- 7.6 Advertising for sale, selling, or distributing any products intended to serve as alternatives to traditional internet or telecommunication providers without authorization or a contractual agreement with a network or service provider to do so.
- 7.7 Advertising for sale, selling, leasing, or distributing any products that have been altered or damaged to disguise the name of the manufacturer, distributor, or source of the telecommunication equipment. Defendants may place their own branding on telecommunication equipment subject to the terms of this Agreed Judgment and in compliance with the DTPA.
- 7.8 Advertising for sale, selling or leasing “unlimited” internet or telecommunication or wireless data transmission services if such services are not “unlimited.”

VI. MONETARY JUDGMENT

8. **IT IS FURTHER ORDERED** that the State of Texas shall have judgment against Defendants, jointly and severally, in the total amount of EIGHT MILLION DOLLARS (\$8,000,000.00) as follows:
- 8.1 A total of TWO MILLION DOLLARS (\$2,000,000.00) to be returned to identified consumers pursuant to DTPA § 17.47(d) (the “**Consumer Relief Judgment Amount**”);
- 8.2 A total of ONE MILLION DOLLARS (\$1,000,000.00) in Attorney’s fees (the “**Attorney’s Fees Judgment Amount**”) for reimbursement of attorney’s fees and

costs to the Texas Attorney General which fees were incurred on behalf of Plaintiff in this enforcement action and do not constitute an antecedent debt with respect to this litigation;

8.3 A total of TWO MILLION DOLLARS (\$2,000,000.00) in unabated civil penalties pursuant to DTPA § 17.47(c)(1) (the “**Unabated Civil Penalty Judgment Amount**”); and

8.4 A total of THREE MILLION DOLLARS (\$3,000,000.00) in abated civil penalties pursuant to DTPA § 17.47(c)(1) (the “**Abated Civil Penalty Judgment Amount**”).

9. **IT IS FURTHER ORDERED** that, except as set forth below in Paragraphs 10 and 11, Defendants’ payments of the \$2,000,000.00 **Consumer Relief Judgment Amount** under paragraph 8.1., and the \$1,000,000.00 **Attorney’s Fees Judgment Amount** under paragraph 8.2., and the \$2,000,000.00 **Unabated Civil Penalty Judgment Amount** under paragraph 8.3., shall be made to the State of Texas by certified check or wire transfer, payable to the “STATE OF TEXAS,” bearing the reference AG#CX6643796639, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, 300 W. 15th Street, MC-003, Austin, TX 78701. All amounts paid will be allocated first to fully satisfy the **Consumer Relief Judgment Amount**, and then the **Attorney’s Fees Judgment Amount**, and then the **Unabated Civil Penalty Judgment Amount**. If warranted by the Court’s finding (after notice and full evidentiary hearing) of any Defendant’s material violation of this Agreed Judgment, any Defendant found by the Court to have committed any such material violation of this Agreed Judgment shall be liable for the full THREE MILLION DOLLAR (\$3,000,000.00) **Abated Civil Penalty**

Judgment Amount which shall be due immediately to the State of Texas upon entry of an Order of such finding(s) by the Court. Defendant's payment of the \$3,000,000.00 **Abated Civil Penalty Judgment Amount** under paragraph 8.d., shall be made to the State of Texas by certified check or wire transfer, payable to the "STATE OF TEXAS," bearing the reference AG#CX6643796639, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, 300 W. 15th Street, MC-003, Austin, TX 78701.

10. **IT IS FURTHER ORDERED** that no later than one hundred and eighty (180) days after the Effective Date, Defendants shall make an initial payment of no less than ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) ("**Initial Consumer Relief Payment**") to be placed in the Consumer Relief Administration Trust Account to be created by the Consumer Relief Administrator.

11. **IT IS FURTHER ORDERED** that beginning the first calendar month after the payment of the Initial Consumer Relief Payment, Defendants shall make thirty-six (36) consecutive monthly payments on or before the 7th day of each month of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) with the first five (5) such monthly payments to be deposited into the Consumer Relief Administration Trust Account and the next thirty-one (31) such monthly payments to be delivered directly to Plaintiff pursuant to the payment instructions as Ordered in Paragraph 9 of this Agreed Judgment until all payments to the State of Texas total FIVE MILLION DOLLARS (\$5,000,000.00).

12. **IT IS FURTHER ORDERED** that Defendants may make the monetary payments of the \$2,000,000.00 **Consumer Relief Judgment Amount** under paragraph 8.1., and the \$1,000,000.00 **Attorney's Fees Judgment Amount** under paragraph 8.2., and the

\$2,000,000.00 **Unabated Civil Penalty Judgment Amount** under paragraph 8.3., for a total of FIVE MILLION DOLLARS (\$5,000,000.00), before the monetary payment deadlines Ordered in paragraphs 9, 10, and 11 of this Agreed Judgment. There is no prepayment penalty.

13. **IT IS FURTHER ORDERED** that a priority judgment lien on the following Real Property held in the name Jappa and Jaga Management LLC (a Wyoming Limited Liability Company) as described below:

30665 US Highway 281 N, Bulverde, TX

is granted to the State of Texas as security for the monetary payments described above on the Effective Date, and gives the State of Texas a right to levy on the real estate for the satisfaction of the judgment as a priority as funds allegedly acquired by Defendants through the trade practices as alleged in Plaintiff's petition in this case and held in constructive trust for return to the consumers from whom such funds were allegedly acquired. Defendants agree to instanter upon the Effective Date, and to allow Plaintiff to record an abstract of this Agreed Judgment and lien in each and all of the appropriate records in each county where any Defendant(s) has/have property in the name of any Defendant or property held for the benefit of any Defendant(s). The priority judgment lien takes priority over subsequent liens, claims, and encumbrances.

The State of Texas' right to levy on the real estate, or any other property held in the name of, or for the benefit of, any Defendant for satisfaction of the judgment does not, in any way, relieve Defendants of their obligation to make all timely payments required by this Agreed Judgment. Upon satisfaction of all monetary judgment amounts Ordered by paragraphs 8, 9, 10, and 11, Plaintiff will provide Defendant(s) with a release of any liens

on the real property described in paragraph 13, a release of any other lien(s) on any other property held by, or for the benefit of any Defendant, related to this Agreed Judgment, and will provide a letter of release of lien related to the monetary award set forth herein.

14. **IT IS FURTHER ORDERED** that Defendants shall bear all costs incurred in complying with the terms of this Agreed Judgment, including the costs of administrating the Consumer Relief Administration Trust Account and distribution of same under the terms of the Agreed Judgment, including any fees assessed by the Consumer Relief Administrator or any other third party. The costs associated with Consumer Relief Administration may not be paid from the Consumer Relief Administration Trust Account Fund nor otherwise offset against the Consumer Relief Judgment Amount.

VII. CONSUMER RELIEF ADMINISTRATION

15. **IT IS FURTHER ORDERED** that Defendants shall select a Consumer Relief Administrator (“Consumer Relief Administrator”) subject to the requirements of Exhibit A. For the avoidance of doubt, the Parties agreed that claims administrators KCC, Epiq, Global and Rust Consulting (or another administrator agreed to in writing by the parties) are pre-approved. The Consumer Relief Administration process shall be designed to be consumer-friendly while still compliant with all court and legal requirements to encourage consumers’ participation in the process and to provide for the terms and protections contained in Exhibit A and in this Agreed Judgment.
16. Within sixty (60) days of the Effective Date, Defendants shall retain the Consumer Relief Administrator and shall send notification of the same to: James Holian or Managing Attorney, Consumer Protection Division, at 300 W. 15th Street, WPC Bldg., Floor 9, Austin, Texas 78701.

17. Defendants shall, jointly and severally, pay all reasonable costs of the Consumer Relief Administrator and shall be in contempt of this Agreed Judgment for any failure to pay such reasonable costs when such costs are due. For clarity, any costs incurred up to TWO-HUNDRED THOUSAND DOLLARS (\$200,000.00) are considered per se reasonable costs of the Consumer Relief Administrator. Defendants shall bear the burden of challenging and proving by clear and convincing evidence that any costs of the Consumer Relief Administration process above this per se amount are unreasonable.
18. Within sixty (60) days of the Effective Date, Defendants shall hire and provide the Claims Administrator with a list of Eligible Consumers as defined in Paragraph 20, along with the Eligible Consumer's contact information, including any physical addresses and email.
19. The Consumer Relief Administrator shall open a special trust account ("Consumer Relief Administration Trust Account") to hold and disburse the funds in such account to Identified Eligible Consumers. Within one hundred and eighty (180) days of the Effective Date, the Defendants shall pay ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) ("Initial Consumer Relief Payment"), as Ordered in paragraph 10, to the Consumer Relief Administrator for deposit into the Consumer Relief Administration Trust Account.

Definition of Identified Eligible Consumers

20. Eligible Consumers are consumers of Nomad Internet during the time frame of January 1, 2020, to November 30, 2022, who requested a replacement SIM Card or returned a SIM Card to Defendants because it was not working and were not previously fully refunded *all* membership fees and monthly payments for any telecommunication services.

Determination of Consumer Relief Amount

The Consumer Relief Amount to be offered to each Identified Eligible Consumer shall be based upon an equal pro rata share of the total Consumer Relief Judgment Amount.

If any Identified Eligible Consumer does not cash their Consumer Relief Check within one-hundred and twenty (120) days of the date on the check the funds otherwise allocated as consumer relief to that consumer will revert to the Consumer Relief Administration Trust Account to be disbursed by the Consumer Relief Administrator to either be disbursed to other Identified Eligible Consumers or to the Plaintiff for additional consumer relief or to be allocated in accordance with Texas Govt. Code § 402.007(b)(1) to the Supreme Court Judicial Fund or general revenue as appropriate.

Consumer Relief Administration Process

21. Defendants, through the Consumer Relief Administrator, shall disburse the Consumer Relief Judgment Amount pursuant to the Consumer Relief administration process approved by the Court in this Agreed Judgment and Exhibit A. Defendants shall comply with any and all applicable state, federal, local law or regulation with respect to disbursements of consumer relief funds. The Parties may also mutually agree, in writing, to amend the Consumer Relief Administration Process as reasonably necessary to effectuate disposition of the Consumer Relief Judgment Amount as determined at the sole discretion of Plaintiff subject to Defendants' written agreement not to be unreasonably delayed or withheld.
22. Any undisbursed portion of the Consumer Relief Judgment Amount after the expiration of the 120th day after the issuance of the Consumer Relief checks to Eligible Identified Consumers shall be disbursed to Plaintiff for additional consumer relief or to be allocated in accordance with Texas Govt. Code § 402.007(b)(1) to the Supreme Court Judicial Fund or general revenue as appropriate.

Consumer Relief Administration Process/Timing

23. Within thirty (30) days after its receipt of the List of Eligible Identified Consumers, the Consumer Relief Administrator will complete the calculations of the Disbursement Amount for each Identified Eligible Consumer (the “Disbursement Determination Date”).
24. Defendants shall assure the total Consumer Relief Judgment Amount of TWO MILLION DOLLARS (\$2,000,000.00) is deposited in the Consumer Relief Trust Account no later than three hundred and thirty-seven (337) days after the Effective Date (the “Fully Funded Consumer Relief Trust Account Deadline”). Within thirty (30) days after the Fully Funded Consumer Relief Trust Account Deadline, the Consumer Relief Administrator will print and mail checks, to be “VOID AFTER 120 DAYS”, to each Identified Eligible Consumer in the prorated Disbursement Amount to each such Identified Consumer. The balance of any checks made payable to an Identified Eligible Consumer that remain uncashed (and are thus void) at the conclusion of one-hundred and twenty (120) days after the date mailed, may be reallocated to the Consumer Relief Administration Trust Account for further disbursement by the Consumer Relief Administrator to Identified Eligible Consumers on a pro-rata basis as determined at CPD’s sole discretion or directed to the Supreme Court Judicial Fund to the extent permitted by law and this Judgment.
25. Defendants and the Consumer Relief Administrator shall provide updates of the Consumer Relief Administration Process, and any pertinent information, to CPD as reasonably requested in writing. Furthermore, Defendants and the Consumer Relief Administrator

understand and agree that CPD reserves all rights to communicate directly with any Consumer at any time.

26. Defendants and the Consumer Relief Administrator shall obtain CPD's prior agreement, not to be unreasonably delayed or withheld, to the format and content of the form Consumer Relief Administration documents, the form transmitting the disbursement of Consumer Relief Judgment funds to the Identified Eligible Consumers, and any other documents to be used in the Consumer Relief Administration Process prior to providing the same to any Consumer.

27. CPD may contact the Consumer Relief Administrator at any time, without prior notice to Defendants, to obtain information related to compliance with the terms of this Agreed Judgment, and the Claim Relief Administrator may (at any time without prior notice to any Defendant) contact and provide CPD with any information related to compliance with the terms of this Agreed Judgment.

VIII. OTHER RELIEF

28. **IT IS FURTHER ORDERED** that if any Defendant does not fulfill, or only partially fulfills, the payment obligations set forth herein above, or violates the conditions of this Agreed Judgment set forth herein, Plaintiff may seek to enforce its rights pursuant to this Agreed Judgment, including, but not limited to, a non-dischargeability complaint in any subsequent bankruptcy proceeding as to the portions of any civil penalties, attorneys' fees, or consumer relief judgment amounts awarded to the State of Texas against that Defendant under this Agreed Judgment.

29. **IT IS FURTHER ORDERED** that Defendants shall not represent to any Consumer, the public, or any other person that this Agreed Judgment constitutes approval by the State of

Texas or this Court of any of Defendants' actions or business practices alleged in Plaintiff's First Amended Petition.

30. **IT IS FURTHER ORDERED** that payment by Defendants of the THREE MILLION DOLLAR (\$3,000,000.00) **Abated Civil Penalty Judgment Amount** is abated for a period of four (4) years after the Effective Date without any interest accruing thereon, conditioned on each Defendant's substantial and material compliance with the terms of the permanent injunction, including timely payment of the monetary judgment amounts, and timely payment of all reasonable costs of the Consumer Relief Administrator, whereupon said Abated Civil Penalty Judgment Amount shall be deemed and considered in all respects fully and completely paid, without further monetary obligation by the Defendant(s). Consequently, if no Defendant is found, by the Court, to have materially and substantially violated the terms of this Agreed Final Judgment and Permanent Injunction during the four (4) years of abatement, the Defendants will never have to tender payment of the **Abated Civil Penalty Judgment Amount** of THREE MILLION DOLLARS (\$3,000,000.00) to Plaintiff, the State of Texas. For the sake of clarity and notwithstanding anything herein to the contrary, only the Defendant found to have materially and substantially violated the Agreed Final Judgment (as found by the Court after notice and an evidentiary hearing) shall be subjected to the Abated Civil Penalty Judgment Amount. Any Defendant who is not so found to have violated the Agreed Final Judgment shall not be subject to the Abated Civil Penalty Judgment Amount.

31. **IT IS FURTHER ORDERED** that, at any time on or after the fourth anniversary of the Effective Date of this Agreed Judgment, any or all Defendants have:

- a) satisfied the payment obligations of the **Consumer Relief Judgment Amount**, the **Attorney's Fees Judgment Amount**, the **Unabated Civil Penalty Judgment Amount**; and
- b) satisfied all other terms and conditions of this Agreed Judgment; and
- c) not been found in contempt of Court for violation of any terms of this Agreed Judgment; and
- d) is not awaiting hearing on any allegation of contempt of Court for violation of this Agreed Judgment pending at that time,
- e) then that Defendant(s)'s obligations to the Plaintiff for the THREE MILLION DOLLAR (\$3,000,000.00) **Abated Civil Penalty Judgment Amount** in Paragraph 8.4., shall be deemed satisfied in full as to that Defendant(s).

32. **IT IS FURTHER ORDERED** that if any Defendant violates the terms or conditions of this Agreed Judgment set forth herein, that Defendant may be liable for contempt, damages, fines, and/or penalties as allowed by law, to be determined by this Court, for the acts or omissions that constitute a violation of the terms or conditions of this Agreed Judgment.

33. **IT IS FURTHER ORDERED**, as evidenced by their signatures below, that each Defendant has received actual notice of this Agreed Judgment, and each Defendant hereto has waived all rights of appeal from this Agreed Judgment. All notices sent pursuant to this Agreed Judgment shall be sent via first class and electronic mail as follows unless a different address is specified in writing by the Party changing such address:

To Attorney General: Office of the Attorney General of Texas
Consumer Protection
300 W. 15th Street
Austin, TX 78701

To Defendants: Jessica Garza

2469 Hiline Dr.
Bulverde, Texas 78163

Homero Joshua Garza
335 Pheasant Lane
New Braunfels, Texas 78130

GEV IO, LLC
30665 US Highway 281 N
Bulverde, Texas 78162

JAPPA and JAGA Management LLC
1308 East Common St, Suite 205
New Braunfels, TX 78130

With copy to:

Amanda Crouch
Jackson Walker LLP
1900 Broadway, Suite 1200
San Antonio, TX 78215
Acrouch@jw.com

Alan Harmon
1308 East Common Street
New Braunfels, Texas 78130

With copy to:

Amanda Crouch
Jackson Walker LLP
1900 Broadway, Suite 1200
San Antonio, TX 78215
Acrouch@jw.com

34. **IT IS FURTHER ORDERED** that the Parties may enter a separate written agreement to provide notice to the others regarding change of address without such being deemed a material and substantial change of this Agreed Judgment.

35. **IT IS FURTHER ORDERED** that the terms of this Agreed Judgment will be construed consistent with the terms and purposes of the DTPA as specified in Section 17.44 of the DTPA.

36. **IT IS FURTHER ORDERED** that the express mention or enumeration of the duties and obligations imposed by this Agreed Judgment and ordered herein, does not imply the exclusion of all other duties and obligations imposed on Defendants by applicable state and federal laws and regulations and does not release Defendants from adhering to, abiding by, or complying with, other provisions of such laws and regulations. The fact that Plaintiff does not pursue an enforcement action at any time, for any violation occurring after the Effective Date of this Judgment, shall not be construed or adjudged as any waiver of any of Plaintiff's rights under this Judgment as to that particular violation or any other violation.
37. **IT IS FURTHER ORDERED** that the Clerk of the Court is authorized to and shall forthwith issue Writ(s) of Injunction, and/or Writ(s) of Execution or other process necessary to collect and enforce this Judgment and that Plaintiff is exempt from a bond under Texas Civil Practice and Remedies Code Section 6.001 and Texas Business and Commerce Code Section 17.47(b).
38. **IT IS FURTHER ORDERED** that all costs of Court expended or incurred in this cause are taxed and shall be borne by the party incurring same, except as expressly set forth herein. The Clerk of the Court shall release the entire amount of revenues from Defendant GEO IO, LLC d/b/a NOMAD INTERNET's Stripe accounts deposited into the Registry of the Court, including any interest, to Defendant GEO IO, LLC d/b/a NOMAD INTERNET's counsel after entry of this Order.
39. **IT IS FURTHER ORDERED that the Temporary Injunction is dissolved.**
40. This Agreed Judgment constitutes a complete settlement and release by the Office of the Attorney General of Texas of all civil claims brought or that could have been brought by Plaintiff, against any of the Defendants, prior to the Effective Date based on the allegations

in Plaintiff's First Amended Petition in this action under Texas' consumer protection laws relating to deceptive trade practices, or any Federal consumer protection law that the Texas Attorney General's Office is empowered to enforce, and a complete release of all claims any Defendant may have brought against Plaintiff related to same.

SIGNED AND ENTERED this _____ day 4/8/2024, 2024.

4/8/2024 2:43:25 PM



JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

KEN PAXTON
Attorney General

BRENT WEBSTER
First Assistant Attorney General

JAMES LLOYD
Deputy Attorney General for Civil Litigation

RYAN BAASCH
Division Chief, Consumer Protection Division

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03/06/2024

GEV IO, LLC D/B/A NOMAD INTERNET

By: Jessica Garza (name)
President (title)

Newport News, Virginia

SUBSCRIBED AND SWORN TO BEFORE ME on this 6th day of March, 2024,
to certify which witness my hand and official seal.



Winston Ndow

NOTARY PUBLIC IN AND FOR
THE STATE OF Virginia

My Commission Expires: 02/28/2027

Notarized remotely online using communication technology via Proof.

Jessica Garza

03/06/2024

JESSICA DIANE GARZA A/K/A JESSICA DIANE HARMON D/B/A NOMAD INTERNET

Newport News, Virginia

SUBSCRIBED AND SWORN TO BEFORE ME on this 6th day of March, 2024, to certify which witness my hand and official seal.

Winston Ndow



NOTARY PUBLIC IN AND FOR THE STATE OF Virginia

02/28/2027

My Commission Expires: _____

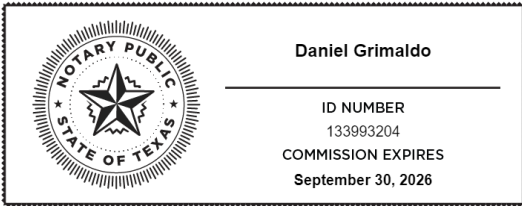
Notarized remotely online using communication technology via Proof.

Alan Eugene Harmon

ALAN HARMON D/B/A NOMAD INTERNET

SUBSCRIBED AND SWORN TO BEFORE ME on this 6th day of March, 2024,
to certify which witness my hand and official seal.

NOTARY PUBLIC IN AND FOR
THE STATE OF Texas



My Commission Expires: 09/30/2026

Electronically signed and notarized online using the Proof platform.

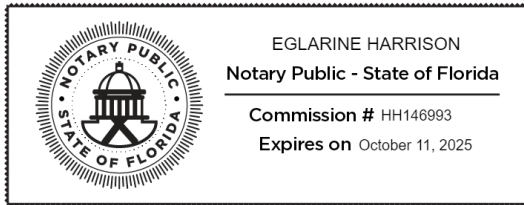
Homero Garza

HOMERO JOSHUA GARZA D/B/A NOMAD INTERNET

STATE OF FLORIDA, COUNTY OF PALM BEACH

SUBSCRIBED AND SWORN TO BEFORE ME on this 6th day of March, 2024,
to certify which witness my hand and official seal.

He/She/They is/are Personally Known OR X Produced driver's license, as identification.



Eglarine Harrison

NOTARY PUBLIC IN AND FOR
THE STATE OF Florida

My Commission Expires: 10/11/2025

Notarized remotely online using communication technology via Proof.

Jessica Garza

03/06/2024

JAPPA AND JAGA MANGEMENT LLC

By: Jessica Garza (name)
President (title)

Newport News, Virginia

SUBSCRIBED AND SWORN TO BEFORE ME on this 6th day of March, 2024,
to certify which witness my hand and official seal.

Winston Ndow



NOTARY PUBLIC IN AND FOR
THE STATE OF Virginia

My Commission Expires: 02/28/2027

Notarized remotely online using communication technology via Proof.

CONSUMER RELIEF ADMINISTRATION - EXHIBIT A

1. General Obligations

- 1.1. The Consumer Relief Administrator will carry out all necessary functions of disbursing payments of Consumer Relief to Eligible Consumers under the Agreed Judgment.
- 1.2. The scope of work may include, without limitations, reviewing information, providing written reports, participating in conferences by telephone or in person, or other matters helpful or necessary to coordinate, deliver, or reconcile any payment or transaction and performance of administering the claims.
- 1.3. The Consumer Relief Administrator shall use standard and customary practices to verify accuracy of the contact information, including physical and e-mail addresses. The Consumer Relief Administrator shall use commercially reasonable efforts to ensure that electronic mail is not sent to “junk” or “spam” folders and will track returned or “bounced” electronic mail. The Consumer Relief Administrator will employ customary practices to review and process the provided contact information associated with Eligible Consumers for accuracy. The Consumer Relief Administrator may contact Eligible Consumers, or the Texas Attorney General’s Consumer Protection Division, for the purpose of facilitating the Consumer Relief Administration process.
- 1.4. The Consumer Relief Administrator shall update the consumer contact information if notified by the consumer of new information regardless of the method of the communication. The Consumer Relief Administrator shall maintain a database of electronic records that includes the date of each delivery and the method of delivery, the date of any inquiry, and the date contact information was updated as it pertains to an Eligible Consumer.

2. Trust Account

- 2.1. The Consumer Relief Administrator shall open a special trust account for the Consumer Fund to hold and disburse the funds. The trust account shall be used for no other purpose by the Consumer Relief Administrator, Defendants, or any other third party other than the deposit, processing, payment and other administration of the Consumer Relief Fund in compliance with the Agreed Judgment.

3. Duty to Maintain Records

- 3.1. The Consumer Relief Administrator shall maintain and retain for a period of four (4) years after the submission of the final expenditure and reconciliation report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period, such records as are necessary to fully disclose the extent of services provided under this Agreement including, but not limited to, records of all disbursements, cancelled checks, correspondence, and other records that may show basis of the charges made or performances delivered.

4. Audit Trail

- 4.1. The Consumer Relief Administrator shall maintain appropriate audit trails to provide accountability for mission critical information, chares, procedures, and performances. Audit trails maintained by the Consumer Relief Administrator will, at a minimum, identify the supporting documentation prepared by the Consumer Relief Administrator to permit an audit by tracing the activities of the individuals through the record keeping system.

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Mary Clarkson on behalf of James Holian
Bar No. 24108102
mary.clarkson@oag.texas.gov
Envelope ID: 86279240
Filing Code Description: Proposed Order
Filing Description: AFJPI Nomad
Status as of 4/4/2024 4:40 PM CST

Associated Case Party: GEV IO, LLC

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Erica Giese	24036212	egiese@jw.com	4/4/2024 9:07:34 AM	SENT
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Status as of 4/4/2024 4:40 PM CST

Associated Case Party: HomeroJoshuaGarza

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Associated Case Party: State of Texas

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