

Anthony D. Guenther
adg@adguentherlaw.com
LAW OFFICES OF ANTHONY D. GUENTHER, ESQ.
Nevada Bar No. 5651
721 S. 6th Street
Las Vegas, NV 89101
(702) 589-5170

John P. Pratt
(*pro hac vice* application forthcoming)
jpratt@kktplaw.com

Edward F. Ramos
(*pro hac vice* application forthcoming)
eramos@kktplaw.com

Elizabeth Montano
(*pro hac vice* application forthcoming)
emontano@kktplaw.com

KURZBAN KURZBAN
TETZELI & PRATT, P.A.
131 Madeira Avenue
Coral Gables, FL 33134
Telephone: (305) 444-0060
Facsimile: (305) 444-3500

Attorneys for Petitioner

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Jorge Javier Rodriguez Cabrera,

Petitioner,

v.

John Mattos, Warden, Nevada Southern
Detention Center; Jason Knight, Director, Salt
Lake City Field Office, U.S. Immigration and
Customs Enforcement; Pamela Bondi,
Attorney General of the United States; and
Kristi Noem, Secretary of Homeland Security,
in their official capacities,

Respondents.

Case Number:

**VERIFIED PETITION FOR WRIT OF
HABEAS CORPUS**

ORAL ARGUMENT REQUESTED

INTRODUCTION

1
2 1. Jorge Javier Rodriguez Cabrera is a Cuban national with a pending application for
3 adjustment of status under the Cuban Adjustment Act. He has two children who are lawful
4 permanent residents of the United States (aged 13 and 11) who he cares for with their mother, who
5 is also a lawful permanent resident.

6
7 2. Over two years after Mr. Rodriguez was lawfully paroled into the United States,
8 Immigration and Customs Enforcement ("ICE") arrested and detained him, despite the pendency
9 of his green-card application.

10 3. On August 14, 2025, an immigration judge ordered Mr. Rodriguez's release upon
11 payment of a \$2,500 bond, finding that he poses neither a danger to the community nor a flight
12 risk.

13
14 4. Mr. Rodriguez's family, however, has been blocked from posting bond and
15 securing Mr. Rodriguez's release because ICE filed a one-page, fill-in-the-blank sheet of paper
16 stating its *intent* to administratively appeal the immigration judge's decision. Under the automatic-
17 stay regulation at 8 C.F.R. § 1003.19(i)(2), the mere filing of this paper stays the immigration
18 judge's grant of bond.

19
20 5. The automatic-stay regulation, both on its face and as applied here, exceeds any
21 authority Congress conferred in the Immigration and Nationality Act and violates core Due Process
22 protections guaranteed under the Constitution.

23
24 6. Mr. Rodriguez therefore seeks a writ of habeas corpus directing ICE to accept the
25 \$2,500 bond ordered by the immigration judge, and to release Mr. Rodriguez upon payment of that
26 bond.

JURISDICTION

1 7. This action arises under the Constitution of the United States and the Immigration
2 and Nationality Act (INA), 8 U.S.C. § 1101 *et seq.*

3 8. This Court has subject matter jurisdiction under 28 U.S.C. § 2241 (habeas corpus),
4 28 U.S.C. § 1331 (federal question), and Article I, § 9, cl. 2 of the United States Constitution
5 (Suspension Clause).
6

7 9. This Court may grant relief under the habeas corpus statutes, 28 U.S.C. § 2241 *et.*
8 *seq.*, the Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.*, and the All Writs Act, 28 U.S.C.
9 § 1651.
10

11 REQUIREMENTS OF 28 U.S.C. § 2243

12 10. The Court must grant the petition for writ of habeas corpus or issue an order to
13 show cause (“OSC”) to the respondents “forthwith,” unless the petitioner is not entitled to relief.
14 28 U.S.C. § 2243. If an order to show cause is issued, the Court must require respondents to file a
15 return “within *three days* unless for good cause additional time, not exceeding twenty days, is
16 allowed.” *Id.* (emphasis added).
17

18 11. Courts have long recognized the significance of the habeas statute in protecting
19 individuals from unlawful detention. The Great Writ has been referred to as “perhaps the most
20 important writ known to the constitutional law of England, affording as it does a swift and
21 imperative remedy in all cases of illegal restraint or confinement.” *Fay v. Noia*, 372 U.S. 391, 400
22 (1963).
23

24 PARTIES

25 12. Petitioner JORGE JAVIER RODRIGUEZ CABRERA is a native and citizen of
26 Cuba who is currently held in ICE custody. Prior to his detention, two lawful permanent resident
27 children relied on his care, and he has a pending application for lawful permanent resident status
28

1 (a “green card”) through the Cuban Adjustment Act.

2 13. Respondent JOHN MATTOS is sued in his official capacity as Warden of the
3 Nevada Southern Detention Center, where Petitioner is presently detained. Respondent Mattos is
4 Petitioner’s custodian.

5 14. Respondent JASON KNIGHT is sued in his official capacity as the Director of
6 Immigration and Customs Enforcement’s Salt Lake City Field Office. The Salt Lake City Field
7 Office is the Field Office that oversees the Nevada Southern Detention Center, where Petitioner is
8 currently detained.

9 15. Respondent KRISTI NOEM is sued in her official capacity as the Secretary of the
10 U.S. Department of Homeland Security (“DHS”). In this capacity, Respondent Noem is
11 responsible for the implementation and enforcement of the Immigration and Nationality Act and
12 oversees ICE, the component agency responsible for Petitioner’s detention. Respondent Noem is
13 a legal custodian of Petitioner.

14 16. Respondent PAMELA BONDI is sued in her official capacity as the Attorney
15 General of the United States and the senior official of the U.S. Department of Justice (DOJ). In
16 that capacity, she has the authority to adjudicate removal cases and to oversee the Executive Office
17 for Immigration Review (EOIR), which administers the immigration courts and the Board of
18 Immigration Appeals. Respondent Bondi is a legal custodian of Petitioner.

22 **STATEMENT OF FACTS**

23 17. Petitioner Jorge Javier Rodriguez Cabrera is a native and citizen of Cuba.

24 18. On October 12, 2022, after Petitioner’s entry to the United States without
25 inspection, the Department of Homeland Security granted Petitioner parole into the United States
26 pursuant to 8 U.S.C. § 1182(d)(5)(A).

1 19. Petitioner has continuously resided in the United States since he was “paroled” into
2 the United States, now for well over two years.

3 20. Petitioner is the father of two lawful permanent resident children, M. (age 13) and
4 J. (age 11).

5 21. Petitioner shares custody of his children with his spouse, who is a lawful permanent
6 resident of the United States.

7 22. Although Petitioner and his spouse are separated, Petitioner plays an active role in
8 raising his children, picking them up from school, caring for them on weekends, and providing
9 day-to-day support.

10 23. Petitioner’s spouse remains supportive of Petitioner’s release and has pledged to
11 ensure Petitioner’s appearance at all future immigration court hearings.

12 24. On or around November 1, 2023, after completing the one-year physical presence
13 requirement, Petitioner filed a Form I-485, Application to Register Permanent Residence or Adjust
14 Status, pursuant to the Cuban Adjustment Act. *See* Pub. L. No. 89-732, 80 Stat. 1161 (codified as
15 a note to 8 U.S.C. § 1255).

16 25. Petitioner’s application for adjustment of status remains pending with United States
17 Citizenship and Immigration Services (“USCIS”).

18 26. In January 2025, Petitioner’s wife and children adjusted status under the Cuban
19 Adjustment Act, confirming the family’s eligibility and intent to lawfully reside permanently in
20 the United States.

21 27. Petitioner has established stable residence in Henderson, Nevada, where he has
22 leased an apartment with his lawful permanent resident roommate prior to his arrest and detention
23 by ICE.

1 28. Petitioner has never failed to appear at any immigration proceeding, and has no
2 history of absconding from immigration authorities.

3 29. Petitioner has no criminal history in the United States or abroad.

4 30. On July 21, 2025, Petitioner was arrested by DHS officers pursuant to a civil
5 immigration warrant.

6 31. Petitioner has since remained detained at the Nevada Southern Detention Center in
7 Pahrump, Nevada.

8 32. On August 11, 2025, Petitioner filed a request for custody redetermination (*i.e.*, a
9 bond hearing). *See Exhibit 1.* The submission included a bond memorandum, setting forth the
10 reasons he is neither a flight risk nor a danger to the community given his lack of criminal history,
11 his good moral character, and his active parenting of his lawful permanent resident children. *Id.*

12 33. On August 14, 2025, Immigration Judge Glen Baker, an immigration judge with
13 over 10 years' experience, held a hearing on Petitioner's request.

14 34. At the conclusion of the hearing, Judge Baker granted Petitioner release on bond in
15 the amount of \$2,500. *Exhibit 2.* Judge Baker's written order summarized the case-specific
16 reasons for his decision, including (1) the fact that Petitioner "has no reported criminal history"
17 and that "[t]he Court declines to find that the [Petitioner] is a danger to community"; (2) that
18 Petitioner "has submitted evidence of a fixed address, family ties in the United States, and a record
19 of steady employment"; and (3) the fact Petitioner is "pursuing relief in the form of adjustment of
20 status filed on November 1, 2023." *Id.* "This evidence," Judge Baker found, "supports the
21 conclusion that [Petitioner's] appearance at future immigration proceedings may be ensured by the
22 posting of a reasonable bond." *Id.*

23 35. Judge Baker's written order noted that the Department of Homeland Security would
24
25
26
27
28

1 have the right to place conditions on Petitioner's release (such as reporting requirements) as
2 "ATD" (alternatives to detention). *Id.*

3 36. The same day Judge Baker ordered Petitioner's release on bond, ICE filed Form
4 EOIR-43, invoking an automatic stay of Judge Baker's order pursuant to 8 C.F.R. § 1003.19(i)(2).
5 *See Exhibit 3.*

6 37. This regulation purports to authorize an "automatic stay" of an immigration judge's
7 grant of bond "[i]n any case" where ICE determined to detain an individual, and an immigration
8 judge subsequently authorized release "on bond or otherwise." *Id.* (emphasis added).

9 38. ICE can invoke this stay simply by filing a one-page Notice of Intent to Appeal
10 Custody Redetermination (Form EOIR-43) within one business day of the immigration judge's
11 order. *Id.* The regulation does not require ICE to provide any explanation or justification for filing
12 this notice triggering the automatic stay. Nor is the stay contingent on any review (much less
13 finding) by an independent adjudicator that ICE is likely to prevail on its appeal, or that release on
14 bond would cause irreparable harm to the Government or the public.

15 39. Pursuant to the regulation, the automatic stay remains in effect pending a decision
16 on the merits of the appeal by the Board of Immigration Appeals so long as ICE files a formal
17 notice of appeal within 10 business days of the filing of Form EOIR-43.

18 40. From the moment bond was granted, Petitioner's representatives have stood at the
19 ready to pay bond.

20 41. In light of the automatic stay ICE invoked here, however, ICE has instructed
21 Petitioner's representatives that they are unable to post the \$2,500 bond ordered by Immigration
22 Judge Baker, and that Petitioner will not be released. The online system through which an obligor
23 can post bond current lists Petitioner's "Status" as "Not Releasable."

42. Petitioner therefore remains detained solely because ICE's invocation of the automatic-stay regulation blocks execution of Judge Baker's bond order, even though Petitioner's family stands ready to post bond and no stay has been granted by the Board of Immigration Appeals (or any other administrative body or court).

CLAIMS FOR RELIEF

COUNT ONE

The Automatic Stay Regulation is *Ultra Vires*

43. Petitioner incorporates paragraphs 1 to 42 as if fully stated herein.

44. The Immigration and Nationality Act, 8 U.S.C. § 1226(a), authorizes discretionary detention subject to an Immigration Judge's bond decision; it does not authorize ICE to nullify that judicial decision by administrative fiat.

45. The regulation at 8 C.F.R. § 1003.19(i)(2) purports to impose an automatic stay that takes effect the moment ICE files—or merely signals its intent to file—a notice of appeal, without any neutral review, individualized findings, or even any case-specific justification.

46. By turning discretionary custody into de facto mandatory detention for detainees not subject to 8 U.S.C. § 1226(c), 8 C.F.R. § 1003.19(i)(2) exceeds the statutory power Congress delegated.

47. Detention premised solely on this ultra vires regulation is “not in accordance with law,” “in excess of statutory jurisdiction,” and “arbitrary [and] capricious” under 5 U.S.C. § 706(2), entitling Petitioner to immediate release upon the posting of the bond that the immigration judge ordered.

COUNT TWO

Violation of Procedural Due Process

48. Petitioner incorporates paragraphs 1 to 42 as if fully stated herein.

1 49. The Constitution establishes due process rights for “all ‘persons’ within the United
2 States, including [noncitizens], whether their presence here is lawful, unlawful, temporary, or
3 permanent.” *Black v. Decker*, 103 F.4th 133, 143 (2d Cir. 2024) (quoting *Zadvydas v. Davis*, 533
4 U.S. 678, 693 (2001)).

5 50. The Fifth Amendment forbids a deprivation of liberty without notice and a
6 meaningful opportunity to be heard before a neutral decision-maker.

7 51. The regulation at 8 C.F.R. § 1003.19(i)(2) strips Petitioner of that protection by
8 allowing the prosecuting agency—after losing at the bond hearing—to veto the Immigration
9 Judge’s order with a fill-in-the-blank, one-page notice that requires no individualized assertions
10 (much less findings) of danger, flight risk, or likelihood of success on appeal.

11 52. Applying the *Mathews v. Eldridge*, 424 U.S. 319 (1976), test, Petitioner’s liberty
12 interest is paramount, and the risk of erroneous deprivation is extreme considering the Immigration
13 Judge’s determination that Petitioner is not subject to mandatory detention under 8 U.S.C.
14 § 1226(c), is not a flight risk, and does not pose a danger to the community. Likewise, the risk of
15 erroneous deprivation of liberty is great due to the lack of a non-independent adjudicator. *Marcello*
16 *v. Bonds*, 39 U.S. 302, 305-06 (1955).

17 53. The regulation at 8 C.F.R. § 1003.19(i)(2) empowers a line ICE officer to assume
18 the role of both prosecutor as well as the adjudicator, in contravention of Due Process.

19 54. Lastly, the interest of the Government in being able to invoke the challenged
20 regulation is minimal, as there is a substitute administrative provision available. Under 8 C.F.R.
21 §1003.19(i)(1), ICE may request an emergency stay from the Board of Immigration Appeals on
22 the merits of the Immigration Judge’s decision to release Petitioner on bond. The Government
23 therefore has a viable alternative remedy to secure a stay of an immigration judge’s grant of bond—
24
25
26
27
28

1 one that allows for individualized and independent review of the facts of the specific case.

2 **COUNT THREE**

3 **Substantive Due Process**

4 55. Petitioner incorporates paragraphs 1 to 42 as if fully stated herein.

5 56. The Due Process Clause of the Fifth Amendment provides that “[n]o person shall
6 be ... deprived of life, liberty, or property, without due process of law.” U.S. CONST. amend. V.

7 57. Freedom from bodily restraint is at the core of the liberty protected by the Due
8 Process Clause. This vital liberty interest is at stake when an individual is subject to detention by
9 the federal government.

10 58. Under the civil-detention framework set out in *Zadvydas v. Davis*, 533 U.S. 678
11 (2001), and its progeny, the Government may deprive a non-citizen of physical liberty only when
12 the confinement serves a legitimate purpose—such as ensuring appearance or protecting the
13 community—and is reasonably related to, and not excessive in relation to, that purpose. *See Black*,
14 103 F.4th at 157 (collecting cases stating that “[w]here an individual’s liberty is at stake, the
15 Supreme Court has consistently required the government to justify continued detention by clear
16 and convincing evidence.”).

17 59. Once the Immigration Judge found Petitioner neither dangerous nor a flight risk
18 and set a bond, the Government’s lawful objectives were satisfied; continued confinement
19 therefore bears no reasonable, non-punitive relationship to any legitimate aim and is
20 unconstitutionally arbitrary. *See Zadvydas*, 533 U.S. at 690 (finding immigration detention must
21 further the twin goals of (1) ensuring the noncitizen’s appearance during removal proceedings and
22 (2) preventing danger to the community).

23 60. Indeed, the Government has not articulated, much less demonstrated, *any* reason at
24
25
26
27
28

1 all why Petitioner—a father of two lawful-permanent-resident children with no criminal history—
2 must be detained despite the immigration judge’s conclusion that Petitioner poses no threat to
3 community and that “his appearance at future immigration proceedings may be ensured by the
4 posting of a reasonable bond.”

5 61. Petitioner’s continued confinement therefore bears no reasonable, non-punitive
6 relationship to any legitimate aim and is unconstitutionally arbitrary.

7 62. The regulation is also excessive because an alternative provision enables ICE to
8 seek an emergency stay of the immigration judge’s release order on the merits. The “*emergency*
9 stay” provision at 8 C.F.R. § 1003.19(i)(1) permits ICE to file an emergency request for a stay of
10 release with the Board of Immigration Appeals, just as in any other proceeding in which the losing
11 party seeks appellate review of an adverse decision and a stay pending appeal.
12

13 63. The continued detention of Petitioner pursuant to the “*automatic stay*” regulation
14 violates his due process rights. *See Mohammed H. v. Trump*, No. 25- 1576 (JWB/DTS), 2025 U.S.
15 Dist. LEXIS 117197, at *15 (D. Minn. June 17, 2025); *Günaydin v. Trump*, No. 25-CV-01151
16 (JMB/DLM), 2025 U.S. Dist. LEXIS 99237 (D. Minn. May 21, 2025).
17

18 64. But for intervention by this Court, Petitioner has no means of release pending ICE’s
19 appeal.
20

21 RELIEF REQUESTED

22 WHEREFORE, Petitioner respectfully requests this Court to grant the following:

- 23 a. Assume jurisdiction over this matter.
- 24 b. Grant Petitioner a writ of habeas corpus directing Respondents to immediately
25 release him from custody, under reasonable conditions of supervision, upon the
26 posting of the \$2,500 bond ordered by the Immigration Judge;
27
28

- 1 c. Order Respondents to refrain from transferring Petitioner out of the jurisdiction of
2 this Court during the pendency of these proceedings and while Petitioner remains
3 in Respondents' custody;
4 d. Order Respondents to file a response within 3 business days of the filing of this
5 petition;
6 e. Award attorneys' fees and costs to Petitioner; and
7 f. Grant any other and further relief which this Court deems just and proper.
8
9

10 Dated: August 20, 2025

Respectfully submitted,

11
12 /s/ Anthony D. Guenther
13 Anthony D. Guenther
14 LAW OFFICES OF
15 ANTHONY D. GUENTHER, ESQ.
16 Nevada Bar No. 5651
17 721 S. 6th Street
18 Las Vegas, NV 89101
19 Phone: (702) 589-5170
20 Fax: (702) 541-8866
21 adg@adguentherlaw.com

22 John P. Pratt
23 (*pro hac vice* application forthcoming)
24 jpratt@kktplaw.com

25 Edward F. Ramos
26 (*pro hac vice* application forthcoming)
27 eramos@kktplaw.com

28 Elizabeth Montano
(*pro hac vice* application forthcoming)
emontano@kktplaw.com

KURZBAN KURZBAN
TETZELI & PRATT, P.A.
131 Madeira Avenue
Coral Gables, FL 33134

Telephone: (305) 444-0060
Facsimile: (305) 444-3500

Attorneys for Petitioner

VERIFICATION PURSUANT TO 28 U.S.C. § 2242

I represent Petitioner, Jorge Javier Rodriguez Cabrera, and submit this verification on his behalf. I hereby verify that the factual statements made in the foregoing Petition for Writ of Habeas Corpus are true and correct to the best of my knowledge.

Dated this 20th day of August, 2025.

/s/ Edward F. Ramos
KURZBAN KURZBAN
TETZELI & PRATT, P.A.
131 Madeira Avenue
Coral Gables, FL 33134
Telephone: (305) 444-0060
Facsimile: (305) 444-3500

Exhibit 1

**Kurzban, Kurzban,
Tetzeli & Pratt, P.A.**
131 Madeira Ave.
Coral Gables, Florida 33134

DETAINED

John Pratt | jpratt@kktplaw.com
Heather Roberts | hroberts@kktplaw.com

**UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
LAS VEGAS IMMIGRATION COURT
LAS VEGAS, NEVADA**

IN THE MATTER OF:

Jorge Javier RODRIGUEZ CABRERA,

Respondent

File No.: A246-094-684

In Removal Proceedings

Immigration Judge:
The Hon. Glen R. Baker

Next Hearing
TBD

RESPONDENT'S MOTION FOR BOND HEARING ON AUGUST 14, 2025

**UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
LAS VEGAS IMMIGRATION COURT
LAS VEGAS, NEVADA**

IN THE MATTER OF:

Jorge Javier RODRIGUEZ CABRERA,

Respondent

File No.: A 

**In Custody Redetermination
Proceedings**

RESPONDENT'S MOTION TO PERMIT WEBEX APPEARANCE OF COUNSEL

COMES NOW Respondent, Jorge Rodriguez Cabrera ("Respondent" or "Mr. Rodriguez Cabrera"), by and through undersigned counsel, and files this Motion for Bond Hearing pursuant to INA § 236(a)(2), 8 U.S.C. § 1226(a)(2), and 8 C.F.R. §§ 1003.19(b) & (c)(1) (the "Motion"). Respondent is currently detained at the Nevada Southern Detention Center in Pahrump, Nevada, and the Las Vegas Immigration Court has jurisdiction over these proceedings. A Form EOIR-28 was previously filed with the Court.

In support of the instant Motion, Respondent states as follows:

1. Respondent respectfully requests that the Court set this matter for a custody redetermination hearing on the same day as Respondent's initial master calendar. Respondent requests that the Court allot **1.5 hours** for this matter, at which the following three (3) individuals will testify via WebEx:

- a. Respondent Jorge Rodriguez Cabrera (non-danger and non-flight risk);
- b. Isabean Rapetti, lawful permanent resident and wife of Respondent (non-flight risk) (identification attached at Ex. C);
- c. Oscar Rancano, lawful permanent resident and roommate (non-flight risk);

2. A **Spanish-language** interpreter is requested.

3. Respondent respectfully requests that the Court schedule this matter for the end of the Court's docket on August 14, 2025. Respondent already has a master calendar hearing scheduling for August 14, 2025, at 8:00 am.

* * *

4. Mr. Rodriguez Cabrera last entered the United States without inspection on October 11, 2022. He was paroled pursuant to INA §212(d)(5)(A) on October 12, 2022. Ex. A. (Parole Document).

5. Mr. Rodriguez Cabrera is the father of two (2) lawful permanent resident children. His daughter, M[REDACTED]R[REDACTED]R[REDACTED] is thirteen years old, and his son, J[REDACTED]R[REDACTED]R[REDACTED] is eleven years old. Ex. B (children's birth certificates and I-551 forms). Mr. Rodriguez Cabrera loves his children dearly, and by all accounts, is an involved and caring father.

6. Mr. Rodriguez Cabrera filed Form I-485, Application to Register Permanent Residence or Adjust Status on or around November 1, 2023, over a year after his parole into the United States. This application, Receipt Number MSC2490161195, remains pending at this time.

7. These proceedings began when Mr. Rodriguez Cabrera was arrested by deportation officers pursuant to a warrant on July 21, 2025.

8. As a Cuban national who applied for adjustment of status after one year of physical presence in the United States subsequent to his parole, Mr. Rodriguez Cabrera is eligible for adjustment of status under the Cuban Adjustment Act (CAA). Mr. Rodriguez Cabrera's wife and children adjusted status under the CAA in January 2025. Ex. B; D (marriage certificate and wife's Form I-551).

9. Mr. Rodriguez Cabrera is not a danger to anyone, nor is he a threat to national security. Given that his minor children are lawful permanent residents living in the United States,

he is not a flight risk.

10. Mr. Rodriguez Cabrera respectfully requests that the Court set this case for a custody redetermination hearing and grant his release, so that he may reunite with his lawful permanent resident children.

A. Mr. Rodriguez Cabrera is not a threat to national security, a danger to the community, likely to abscond, or a flight risk

11. Bond should be granted in immigration cases unless there is a finding that the individual is a threat to national security, a danger to the community, likely to abscond, or a flight risk. *See Matter of Patel*, 15 I&N Dec. 666 (BIA 1976); *Matter of Urena*, 25 I&N Dec. 140 (BIA 2009). If the Court determines that an individual is not a danger to the community or a national security threat, the Court should determine an amount of bond sufficient to ensure the alien's attendance at future immigration hearings. *See Urena*, 25 I&N Dec. at 142. In considering whether a non-citizen is eligible for bond, the Court must consider all the evidence in totality, and may look to a number of factors. *See Matter of Guerra*, 24 I&N Dec. 37, 38 (BIA 2006).

i. Mr. Rodriguez Cabrera is not a threat to national security or a danger to the community

12. Mr. Rodriguez Cabrera has never been arrested or convicted of any crime anywhere in the world. Mr. Rodriguez Cabrera's lack of criminal history "is highly probative of whether he possesses good moral character." *Matter of Castillo-Perez*, 27 I&N Dec. 664, 667 (A.G. 2019).

13. Mr. Rodriguez Cabrera's Form I-213 describes him as "a Cuban citizen with close ties to the government of Cuba and former diplomatic courier [sic]" who "entered the United States without inspection and applied for immigration benefits." While Mr. Rodriguez Cabrera was previously issued a diplomatic passport by the U.S. Department of State, the most recent of these documents expired on or around October 25, 2017. Mr. Rodriguez Cabrera's role as a diplomatic

courier ended almost 8 years ago, and this former position is not a basis to conclude that he is dangerous or poses a threat to national security.

14. The Court should find that Mr. Rodriguez Cabrera is not a national security risk or danger to the community.

ii. Mr. Rodriguez Cabrera is not a flight risk, and meets the relevant Guerra criteria considered for release from immigration detention

15. Because Mr. Rodriguez Cabrera is not subject to mandatory detention, the Court generally considers the following non-exhaustive criteria when determining an amount of bond upon which to release a non-citizen from immigration detention: (1) whether the applicant has a fixed address in the United States; (2) length of residence in the United States; (3) family ties in the United States; (4) record of appearances in court; (5) employment history; (6) criminal record, including the extensiveness of criminal activity, the recent nature of such activity and the seriousness of the offenses; (7) pending criminal charges; (8) history of immigration violations; (9) attempts to flee prosecution or otherwise escape from authorities; (10) manner of entry; (11) membership in community organizations; and (12) participation in subversive activities. *See Guerra*, 24 I&N Dec. at 40; *Patel*, 15 I&N Dec. 666; *Matter of San Martin*, 15 I&N Dec. 167 (BIA 1974).

16. Mr. Rodriguez Cabrera meets these criteria.

1. Mr. Rodriguez Cabrera has a fixed address in the United States

17. Mr. Rodriguez Cabrera has lived in the United States for over two years. If released from immigration detention, he will live in an apartment located at [REDACTED] Henderson, NV 89011. Mr. Rodriguez Cabrera and his roommate, Oscar Rancano, signed a lease for this apartment on June 16, 2025, prior to Mr. Rodriguez Cabrera's arrest. Ex. D.

18. Mr. Rodriguez Cabrera is currently separated from his wife. However, the two live near each other, and are in regular contact due to their ongoing responsibilities as parents. Ms. Isabeen Repetti will swear under penalty of perjury that she will ensure that Mr. Rodriguez Cabrera attends all future hearings if he is released on bond.

19. Because Mr. Rodriguez Cabrera has a legitimate claim to relief and a known address where he will live, he is not a flight risk.

2. *Mr. Rodriguez Cabrera is a loving, hardworking father, with familial and personal ties to the United States.*

20. Mr. Rodriguez Cabrera is a loving father of two young lawful permanent resident children. He is not a flight risk; rather, he desires stability for his children.

21. While Mr. Rodriguez Cabrera is currently separated from his wife Isabeen Repetti, they share parental responsibilities for their children. The children spend weekends with Mr. Rodriguez Cabrera, and during the school year he picks them up from school. Even though the couple is not living together, Isabeen Repetti has been able to rely on Mr. Rodriguez Cabrera's assistance in caring for their children.

22. Mr. Rodriguez Cabrera's family and friends are willing to testify on Mr. Rodriguez Cabrera's behalf, describing his commitment to his children.

3. *Mr. Rodriguez Cabrera has no criminal arrests or convictions in the United States or abroad, has not participated in subversive activities, and is not charged with a criminal ground of removability*

23. Mr. Rodriguez Cabrera has no criminal arrests or convictions anywhere in the world.

24. Mr. Rodriguez Cabrera has never participated in any criminal or subversive activities, nor has DHS so alleged during the course of his two-plus years in the United States.

* * *

25. Mr. Rodriguez Cabrera meets the enumerated criteria for release from immigration detention, and has numerous equities which warrant the granting of bond, including his pending application for adjustment of status, and his two minor lawful permanent resident children, whom he loves dearly, and his total lack of criminal history.

26. To the extent the Court believes bond appropriate, due to the non-criminal nature of Mr. Rodriguez Cabrera's detention, Mr. Rodriguez Cabrera requests a \$5,000 bond.

CONCLUSION

Under *Matter of Patel*, *Matter of Urena*, *Matter of Guerra*, and *Matter of San Martin*, and the pertinent regulations, Mr. Rodriguez Cabrera is eligible for release from ICE custody pending final adjudication of his immigration case. The evidence submitted here, as well as witness testimony and potential additional evidence, will prove that Mr. Rodriguez Cabrera is not a danger to the community, a threat to national security, or a flight risk.

WHEREFORE, Mr. Rodriguez Cabrera respectfully requests that the Court order his RELEASE from immigration detention pending final adjudication of his removal proceedings. In the event that the Court cannot accommodate a bond hearing in this matter on August 14, 2025, Mr. Rodriguez Cabrera requests the earliest possible date after this date.

Date: August 11, 2025

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert Kurzban". The signature is fluid and cursive, with the first name "Robert" being more prominent than the last name "Kurzban".

EOIR No.: RT292180
hroberts@kktplaw.com
Kurzban, Kurzban, Tetzeli & Pratt, P.A.
131 Madeira Avenue
Coral Gables, Florida 33134
(305) 444-0060 – Telephone
(305) 444-3503 – Fax

Exhibit List

- A. Copy of Respondent's Parole Document;
- B. Birth Certificates and Forms I-551 of Respondent's children;
- C. Marriage Certificate and Form I-551 of Respondent's spouse;
- D. Copy of Respondent's Apartment Lease;
- E. Copy of Oscar Rancano's Form I-551.

Exhibit A

CONTROL Name (Last, First, Middle) MIRALTOCK-CARRERA, JORGE JAVIER						
Birthdate 01/12/1988		Age 34		Marital Status ☐ Single ☐ Married ☐ Separated ☐ Widowed ☐ Divorced		File Number E246 094 604
Sex M	Hair BLK	Eyes BRO	Complexion MED	Height 69	Weight 175	Scars or Marks
U.S. Address/Mail (Number) (Street) (City) (State) (ZIP CODE) 4082 E HARMON AVE LAS VEGAS, NEVADA 891216166						
Alien's Telephone # (786) 499-3969			Date of Action 10/12/2022		Location Code EGT	
City, Province (State) and Country of Birth CUBA, CUBA					Country of Citizenship CUBA	
Date, Place, Time, and Manner of Last Entry/Attempted Entry 10/11/2022, 1830, 2 mile(s) W of EGP, aol					Status at Entry PWA Mexico	
Foreign Address/Residence (Number, Street, City, Province (State), Country) CUBA						
Method of Location/Apprehension PE UNKNOWN			(At/Near) EAGLE PASS, TX		Date & Hour 10/11/2022 1838	

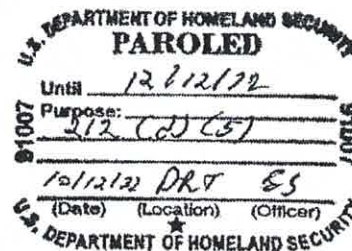


Exhibit B



www.fis.fmvj
XSS F. I. F. H. E.
XXV. A. F. F. R.
XXV. A. F. F. R.

19706595120000174230

República de Cuba
Ministerio de Justicia

CERTIFICACIÓN DE NACIMIENTO

EXCELENCIA

Tomo Folio

4 133



Registro del Estado Civil de Plaza de la Revolución
Municipio: Plaza de la Revolución
Provincia: La Habana



Nombre(s) y apellidos: [REDACTED]

Lugar de nacimiento: Plaza de la Revolución, La Habana.

Fecha de nacimiento: 10 de abril de 2012.

Sexo: masculino.

Nombre(s) y apellidos del padre: Jorge Javier Rodríguez Cabrera.

Lugar de nacimiento: Plaza de la Revolución, Ciudad de La Habana.

Nombre(s) y apellidos de la madre: Isabella Acosta Pardo.

Lugar de nacimiento: Plaza de la Revolución, Ciudad de La Habana.

Abuelos paternos: Jorge y Kira de la.

Abuelos maternos: Cesar y María Isabel.

Inscripción practicada en virtud de Declaración de los Padres.

OBSERVACIONES:

El/la Registrador(a) del Estado Civil de Plaza de la Revolución, La Habana

CERTIFICA que los anteriores datos concuerdan fielmente con los que aparecen consignados en la inscripción a que se hace referencia.

Confrontado por: Yaima Ramos Méndez, Registradora del Estado Civil

Hecho por: Isabel Arjona Cedeño

Impuesto sobre documentos de acuerdo a la normativa vigente al momento de ser expedido.

La solicitud de parte interesada se expiró la presente a los 20 días del mes de agosto del 2019.

A partir del 15 de julio de 2008 el Registro del Estado Civil de Plaza de la Revolución expide

certificación en un sistema automatizado.

[Handwritten signature]

Isabel de las Nieves Piz Ortiz, Registradora del Estado Civil
Registrador(a) del Estado Civil



TRANSLATION

19206595120000174230

REC
Civil Registry(SHIELD)
Republic of Cuba
Ministry of Justice
BIRTH CERTIFICATE

REGISTRATION

DATE OF REGISTRATION

Civil Registry of Plaza de la Revolucion

Tome Folio
4 139Day Month Year
17 4 2012Municipality: Plaza de la Revolucion
Province: Havana

Name(s) and Last Name : [REDACTED] Rodriguez Rapetti.
 Place of Birth : Plaza de la Revolucion, Havana.
 Date of Birth : [REDACTED] 2012.
 Sex : Female.
 Father's Name(s) and Last Name : Jorge Javier Rodriguez Cabrera.
 Place of Birth : Plaza de la Revolucion, Havana City.
 Mother's Name(s) and Last Name : Isabeau Rapetti Faedo.
 Place of Birth : Plaza de la Revolucion, Havana City.
 Paternal Grandparents : Jorge and Nirayna.
 Maternal Grandparents : Cesar Gregorio and Iviaria Isabel.
 Registered in virtue of : Parents of registered.

OBSERVATIONS:

The Registrar of the Civil Registry of Plaza de la Revolucion, Havana
 CERTIFY: That the aforesaid information is true and correct from the referred registration.
 Verified by: Yaima Ramos Mendez, Registrar of the Civil Registry.
 Prepared by: Isabel Arjona Cedenio
 Document is according to Tax Laws in force at the time of the expedition.
 This certificate is issued by request of the interested party on the 20 days of the month of August,
 2019.
 As of July 15, 2008, the civil registry of Plaza de la Revolucion, issues certificates in the automated
 system.

(Illegible signature) (seal)
 Isabel de las Nieves Piz Ortiz
 Registrar of the Civil Registry.

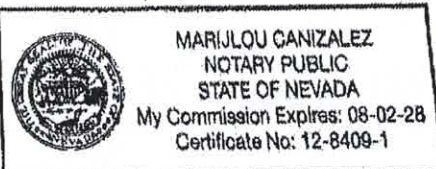
 I, CANDICE SEVERINO, hereby certify that I am competent to translate from Spanish into English and vice versa
 and that this is a complete and accurate translation of the attached BIRTH CERTIFICATE.
 Date: 08/07/2025

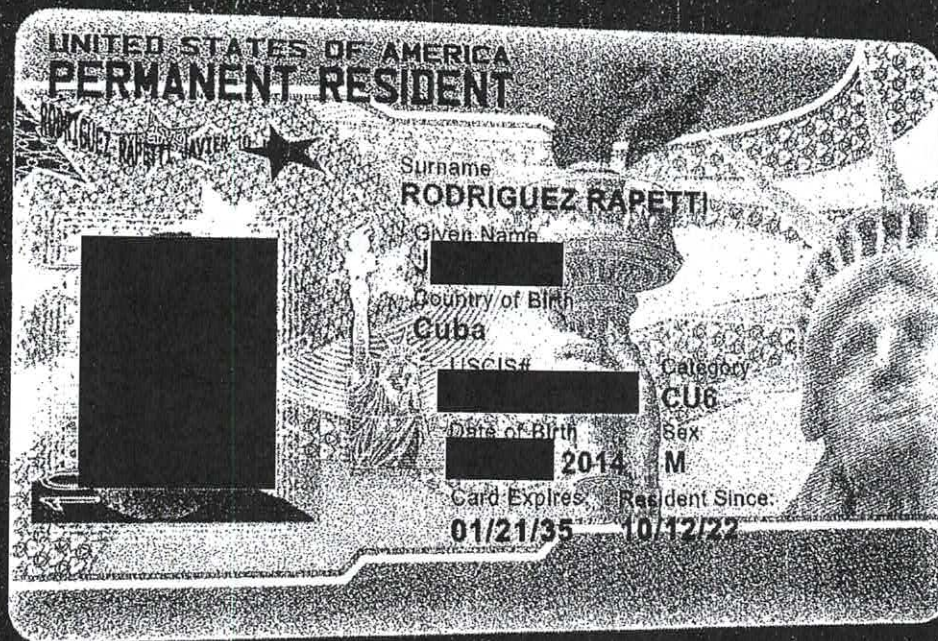
STATE OF NEVADA
 COUNTY OF CLARK
 Signed and sworn to before me
 This 07 day of August, 2025,
 By Candice Severino

[Signature]

Notary Public

[Signature]
 Candice Severino
 Servicio de Inmigracion
 3466 S. Decatur Blvd. Suite A
 Las Vegas, NV 89102
 (702)362-9317





19206595120000177072

www.mec.gov.cu
 XXXX XXXX
 XXXX XXXX
 XXXX XXXX

República de Cuba
 Ministerio de Justicia

DECLARACIÓN DE NACIMIENTO



INSCRIPCIÓN	FECHA DE ASIENTO	Registro del Estado Civil de Plaza
Como	Día Mes Año	Municipio: Playa
en	13 6 2014	Provincia: La Habana

Nombre(s) y apellidos: [REDACTED]
 Lugar de nacimiento: Plaza de la Revolución, La Habana.
 Fecha de nacimiento: [REDACTED]
 Sexo: Masculino.
 Nombre(s) y apellidos del padre: Jorge Javier Rodríguez Cabrera.
 Lugar de nacimiento: Plaza de la Revolución, Ciudad de La Habana.
 Nombre(s) y apellidos de la madre: Izabeal Roberto Paedo.
 Lugar de nacimiento: Plaza de la Revolución, Ciudad de La Habana.
 Abuelos paternos: Jorge y Niraena.
 Abuelos maternos: Cesar Gregorio y Maria Isacel.
 Inscripción practicada en virtud de declaración de los padres.

OBSERVACIONES:

El (la) Registrador(a) del Estado Civil de Plaza de la Revolución, La Habana
 CERTIFICA que los anteriores datos concuerdan fielmente con los que aparecen consignados en
 la inscripción a que se hace referencia.
 Contratado por: Maria Laidad Guevara Hernández
 Hecho por: Isabel Arjona Cedeño

Impuesto sobre documentos de acuerdo a la normativa vigente al momento de ser expedido.
 Y a solicitud de parte interesada se expide la presente a los 23 días del mes de agosto del 2019.
 A partir del 15 de julio de 2008 el Registro del Estado Civil de Plaza de la Revolución expide
 la certificación en un sistema automatizado.

Isabel de las Nieves Piz Ortiz, Registradora del Estado
 Registrador(a) del Estado Civil



TRANSLATION

19206595120000177072

REC
Civil Registry

(SHIELD)
Republic of Cuba
Ministry of Justice
BIRTH CERTIFICATE

REGISTRATION

DATE OF REGISTRATION

Civil Registry of Playa

Tome Folio
10 561

Day Month Year
13 6 2014

Municipality: Playa
Province: Havana

Name(s) and Last Name

: J. [REDACTED] Rodriguez Rapetti.

Place of Birth

: Plaza de la Revolucion, Havana.

Date of Birth

: [REDACTED]

Sex

: Male.

Father's Name(s) and Last Name

: Jorge Javier Rodriguez Cabrera.

Place of Birth

: Plaza de la Revolucion, Havana City.

Mother's Name(s) and Last Name

: Isabeau Rapetti Faedo.

Place of Birth

: Plaza de la Revolucion, Havana City.

Paternal Grandparents

: Jorge and Nirayna.

Maternal Grandparents

: Cesar Gregorio and Iviaria Isabel.

Registered in virtue of

: Parents of registered.

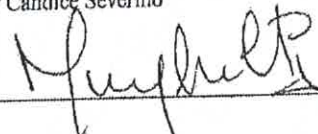
OBSERVATIONS:

The Registrar of the Civil Registry of Plaza de la Revolucion, Havana
CERTIFY: That the aforesaid information is true and correct from the referred registration.
Verified by: Maria Caridad Guevara Hernandez
Prepared by: Isabel Arjona Cedenio
Document is according to Tax Laws in force at the time of the expedition.
This certificate is issued by request of the interested party on the 23 days of the month of August,
2019.
As of July 15, 2008, the civil registry of Plaza de la Revolucion, issues certificates in the automated
system.

(Illegible signature) (seal)
Isabel de las Nieves Piz Ortiz
Registrar of the Civil Registry.

I, CANDICE SEVERINO, hereby certify that I am competent to translate from Spanish into English and vice versa
and that this is a complete and accurate translation of the attached BIRTH CERTIFICATE.
Date: 08/07/2025

STATE OF NEVADA
COUNTY OF CLARK
Signed and sworn to before me
This 07 day of August, 2025,
By Candice Severino


Notary Public


Candice Severino
Servicio de Inmigracion
3466 S. Decatur Blvd. Suite A
Las Vegas, NV 89102
(702)362-9317

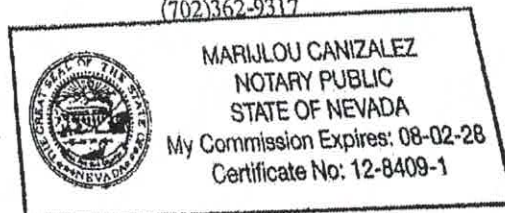


Exhibit C



10206905220000175596

República de Cuba
Ministerio de Justicia

REPUBLICA DE CUBA MINISTERIO DE JUSTICIA

Registro del Estado Civil de Plaza de la Revolución

Municipio: Plaza de la Revolución

Provincial: La Habana



DATOS DEL CONVUGE

Nombre(s) y apellidos: Jorge Javier Rodríguez Cabrera.
Lugar de nacimiento: Plaza de la Revolución, Ciudad de La Habana.
Fecha de nacimiento: 12 de enero de 1988.
Nombre(s) y apellidos del padre: Jorge Rodríguez García.
Nombre(s) y apellidos de la madre: Nirayna Cabrera Mejías.

DATOS DE LA CONVUGE

Nombre(s) y apellidos: Isabeau Rapetti Faedo.
Lugar de nacimiento: Plaza de la Revolución, Ciudad de La Habana.
Fecha de nacimiento: 19 de mayo de 1990.
Nombre(s) y apellidos del padre: Cesar Gregorio Rapetti García.
Nombre(s) y apellidos de la madre: María Isabel Faedo Serrano.

Lugar de formalización del matrimonio: Plaza de la Revolución, La Habana.
Fecha de formalización: 3 de marzo de 2019.

Nombre(s) y apellidos y cargo del funcionario autorizante: María de los Angeles Castro Lombruez, Jefe de Plaza de la Revolución, Ciudad de La Habana.

OBSERVACIONES:

De conformidad con lo establecido en el artículo 19 de la Ley 1289 de 14 de Febrero de 1975, en virtud de la cual, se otorga los efectos legales del matrimonio formalizado entre Jorge Javier Rodríguez Cabrera y Isabeau Rapetti Faedo al 2 de junio de 2011.

El Jefe del Registro del Estado Civil de Plaza de la Revolución, La Habana, ha verificado que los datos consignados concuerdan fielmente con los que aparecen consignados en la inscripción a que se hace referencia.

Contratado por: Reyber Mesa Díaz, Registrador del Estado Civil
Firma: Reyber Mesa Díaz

Impuesta sobre documentos de acuerdo a la normativa vigente al momento de ser expedido.
Y a solicitud de parte interesada se expide la presente a los 21 días del mes de agosto del 2019.

TRANSLATION

19206595220000175596

REC Civil Registry

Republic of Cuba
Ministry of Justice
MARRIAGE CERTIFICATE

REGISTRATION
TOME FOLIO
50 470

Civil Registry of Plaza de la Revolucion
Municipality: Plaza de la Revolucion
Province: Havana

DATA OF GROOM

NAME(S) AND LAST NAMES : JORGE JAVIER RODRIGUEZ CABRERA
PLACE OF BIRTH : PLAZA DE LA REVOLUCION, HAVANA CITY
DATE OF BIRTH : JANUARY 12, 1988
NAME(S) OF FATHER : JORGE RODRIGUEZ GARCIA
NAME(S) OF MOTHER : NIRAYNA CABRERA MEJIAS

DATA OF BRIDE

NAME(S) AND LAST NAMES : ISABEAN RAPETTI FAEDO
PLACE OF BIRTH : PLAZA DE LA REVOLUCION, HAVANA CITY
DATE OF BIRTH : MAY 19, 1990
NAME(S) OF FATHER : CESAR GREGORIO RAPETTI GARCIA
NAME(S) OF MOTHER : MARIA ISABEL FAEDO SERRANO

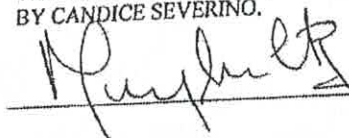
PLACE OF MARRIAGE : PLAZA DE LA REVOLUCION, HAVANA
DATE OF MARRIAGE : MARCH 5, 2019
NAME OF AUTHORIZING OFFICIAL : MARIA DE LOS ANGELES CASTRO DOMINGUEZ,
NOTARY OF PLAZA DE LA REVOLUCION, HAVANA CITY

OBSERVATIONS:
IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 19 OF LAW 1289 OF FEBRUARY 14, 1975, THE LEGAL EFFECTS OF THE MARRIAGE FORMALIZED BETWEEN JORGE JAVIER RODRIGUEZ CABRERA AND ISABEAN RAPETTI FAEDO ARE RETROACTIVELY REVERTED TO JUNE 2, 2011

The Registrar of the Civil Registry of Plaza de La Revolucion, Havana
CERTIFY: That the aforesaid information is true and correct from the referred registration.
Verified by: Reyber Mesa Diaz. Registrar of the Civil Registry
Prepared by: Gloria Perdomo Reyes
Tax on documents per current regulation at the moment of issuance.
This certificate is issued at the request of the interested party on the 21 day of August, 2019.
As of July 15, 2008, the civil registry of Moron issues certificates in the automated system.
Mayien Marielis Dominguez Molinier, registrar of the Civil Registry.

I, CANDICE SEVERINO, hereby certify that I am competent to translate from Spanish into English and vice versa and that this is a complete and accurate translation of the attached MARRIAGE CERTIFICATE.
Date: 08/07/2025

STATE OF NEVADA
COUNTY OF CLARK
SIGNED AND SWORN TO BEFORE ME
THIS 07 DAY OF AUGUST, 2025,
BY CANDICE SEVERINO.

 NOTARY PUBLIC


CANDICE SEVERINO
SERVICIO DE INMIGRACION
3466 S. DECATUR BLVD, SUITE A
LAS VEGAS, NV 89102
(702)362-9317

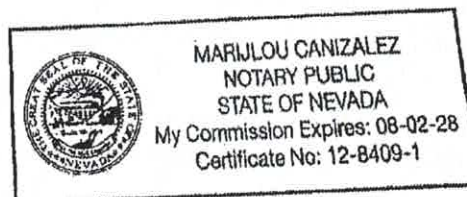


Exhibit D

COMMUNITY FEE GUIDE

The Well

To make things simple and clear, we've put together a list of potential fees you might encounter as a resident.

To see the current list please go to:

<https://communityfeeguide.info/17925>

We actively review and may update this list. However, your lease reflects the fees and charges during your lease term.



APARTMENT LEASE CONTRACT



Date of Lease Contract: May 28, 2025
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):

Oscar Rancano, Jorge Rodriguez

and us, the owner: SIERRA SUNSET PROPERTIES DE, LLC, and AMBOISE PROPERTIES DE, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 1028 at

Henderson (street address) in

(city), Nevada, 89011 (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

Disclosure Notice: Name and address of the person or company authorized to manage the premises:

Name and address of the person or company authorized to receive service of process, demands, and notices:

Name of principal or corporate owner:

In case of emergency, the telephone number to contact is:

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 16th day of July, 2025, and ends at 11:59 pm the 15th day of October, 2025.

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 45 (Move-Out Notice). If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 300.00, due on or before the date this Lease Contract is signed.

5. **KEYS.** You will be provided 2 apartment key(s), 2 mailbox key(s), 1 FOB(s), and/or other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1604.00 per month for rent, payable in advance and without demand:

☐ at the on-site manager's office, or

☒ at our online payment site, or

☒ at the on-site manager's office which accepts Cashier's Checks only

Prorated rent of \$ 927.87 is due for the remainder of (check one): ☒ 1st month or ☐ 2nd month, on July 16, 2025. Otherwise, you must pay your rent on or before the first day of each month (due date). Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. Upon your request, we will provide you with a signed receipt for all payments. If you don't pay all rent on or before the 4th day of the month, you'll pay a late charge. (A late fee cannot be charged before the 4th day of the month). Your late charge will be (check one): ☐ a flat rate of \$ 80.20 or ☒ 5 % of your total monthly rent payment (The overall late fee cannot exceed 5% of periodic rent). You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

7. **UTILITIES.** We'll pay for the following items, if checked:

☐ water ☐ gas ☐ electricity ☐ master antenna
☐ wastewater ☐ trash ☐ cable TV
☒ other None

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or local ordinance.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We ☐ require ☐ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance for damages and losses to our property caused by your conduct (or that of your occupants and guests) including, but not limited to, fire and water damage. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease form.

See Additional Special Provisions

See any additional special provisions.

11. **EARLY MOVE-OUT.** You'll be liable to us for a reletting charge of \$ 1604.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraph 45 (Move-Out Notice); or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **PROPERTY LEFT IN APARTMENT.** All property left in the apartment is (unless exempt under state statute) subject to disposal if found to be abandoned under Nevada law. For this purpose, "apartment" excludes common areas but includes

interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After Surrender, Abandonment, or Eviction. We, our agent, or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 50 - Deposit Return, Surrender, And Abandonment). Upon your request, you will be provided reasonable access to your property during the 5 days after an eviction lockout to retrieve essential personal effects (i.e., medication, baby formula, basic clothing and care items).

Storage. We or our agents will store property removed after judicial eviction, surrender, or abandonment of the apartment for a period of thirty (30) days after the abandonment, eviction, or end of the rental period. Except for essential personal effects (i.e., medication, baby formula, basic clothing and care items) subject to retrieval in the 5 days after an eviction lockout, we do have the ability to charge and collect the reasonable and actual costs of inventory, moving, and storage before releasing any property to you after your move-out.

Redemption. If we or our agent have removed and stored property as authorized by the state statute, you may redeem the property by paying the reasonable and actual charges for packing, removing, and storing. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We or our agent may require payment by cash, money order, or certified check. These redemption obligations do not apply to essential personal effects (i.e., medication, baby formula, basic clothing and care items) subject to retrieval in the 5 days after an eviction lockout.

Disposition or Sale. After complying with the notification and storage procedures for disposal of personal property abandoned or left on the premises, we or our agent may dispose of or sell personal property which was abandoned or left in the apartment in order to recover the reasonable and actual costs of packing, removing, and storing the property. We or our agent will make a reasonable effort to locate you and notify you of our intention to dispose of the property as provided by law. Notice will be mailed to you at your present address, and if that address is unknown, then at your last known address. Automobiles will be disposed of in accordance with Chapter 487 of the Nevada Revised Statutes.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins you will be in default of this Lease Contract, unless rent is abated or your tenancy is terminated due to a delay in giving you possession. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges in accordance with State statute. Our rights and remedies under paragraph 11 (Early Move-Out) and paragraph 32 (Default by Resident) apply under this paragraph.

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.**

No Lease Contract changes are allowed before the Initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed pursuant to applicable law.

If neither party gives proper written notice, as required by paragraph 3 (Lease Term), to terminate your tenancy at the end of the initial lease term, this Lease Contract will automatically continue month-to-month until either we or you give the other party proper written notice, as required by paragraph 3 (Lease Term), to not-renew or terminate your month-to-month tenancy. We have the right to increase the monthly rent due by giving you notice of the rent increase at least sixty (60) days in advance of the effective date of the increase. We must disclose the amount which represents property taxes paid by us and the remainder of that payment whenever the periodic rent changes or in July of each year. You may visit <https://maps.clarkcountynv.gov/scroll/scroll.asp> to obtain the property taxes paid by us in Clark County. For Washoe County please visit <https://www.washoecounty.gov/assessor/cama/index.php>. We have the right to adopt or modify rules or regulations concerning your use and occupancy of the premises in order to promote the convenience, safety or welfare of us, you, or the other residents; or to preserve the property from abusive use; or to make a fair distribution of services and facilities held out for the residents generally by giving written notice to you thirty (30) days in advance of the effective date of the new rules and regulations. The new modified Lease Contract will begin on

the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 45 (Move-Out Notice).

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay, except as otherwise provided by law. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate the Lease Contract as set forth below. Termination notice must be in writing. After termination, you are entitled to a refund of all deposit(s), fees, charges, and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't affect the habitability of the apartment or prevent you from occupying the apartment. If we have failed to deliver possession of the apartment to you as provided by law, you may terminate the Lease Contract by giving us at least five (5) day's written notice.
17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

18. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules upon thirty (30) day's written notice as stated in paragraph 15 (Rent Increases and Lease Contract Changes), if they are distributed and applicable to all units in the apartment community and does not affect the resident's obligation to pay rent, utilities, or other charges.

19. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and you have obtained all necessary local licensing and zoning approvals for your business. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state, informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. **PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver,

or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable;
- (2) is on jacks, blocks or has wheel(s) missing;
- (3) is not registered in Nevada or any other state, or if no license plate and/or registration sticker is displayed;
- (4) takes up more than one parking space;
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment or who has been ordered to vacate by any appropriate authority;
- (6) is parked in a marked handicap space without the legally required handicap insignia;
- (7) is parked in space marked for manager, staff, or guest at the office;
- (8) blocks another vehicle from exiting;
- (9) is parked in a fire lane or designated "no parking" area;
- (10) is parked in a space marked for other resident(s) or unit(s);
- (11) is parked on the grass, sidewalk, or patio;
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under paragraph 10 (Special Provision), paragraph 16 (Delay of Occupancy), paragraph 31 (Responsibilities of Owner) or paragraph 45 (Move-Out Notice), or as otherwise provided under Nevada law regarding our failure to maintain the apartment in habitable condition, failure to deliver possession of the apartment, or other proper reason provided by law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. **MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

24. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for the actual and reasonable cost or fair and reasonable value of the work to repair or restore the smoke detector or carbon monoxide detector to working condition. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

- 25. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions which materially affect the health or safety of ordinary persons or which render the apartment uninhabitable. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided it complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring,

screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

- 26. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. You may also have the right to vacate the premises immediately and notify us in writing within seven (7) days of your intention to terminate your tenancy, provided the fire or casualty were not caused by the deliberate or negligent acts of you, a member of your household, or another person on the premises with your consent.

- 27. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract or as otherwise provided by law. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defecating, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

- 28. WHEN WE MAY ENTER.** Upon giving you any required notice, then we or our repairers, servicers, contractors, representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times during normal business hours upon giving you twenty four (24) hour advance written notice for the purposes listed in (2) below or as otherwise authorized by law. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies). We also have the right to enter your apartment without giving a 24 hour notice in case of an emergency.

- (1) In addition to any notice required by law, we will attempt to provide you written notice of the entry by leaving a copy in a conspicuous place in the apartment immediately after the entry.
- (2) We have the right to enter the apartment for any authorized reason recognized by law, including, but not limited to: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke or carbon monoxide detectors; batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing health or safety hazards (including hazardous materials); inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest

warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

29. **JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 50 (Deposit Return, Surrender, and Abandonment).

Replacements

30. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and

- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing or unless otherwise provided by law, the departing resident will remain liable for the remainder of the original lease term—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

31. RESPONSIBILITIES OF OWNER.

We'll act with customary diligence to:

- (1) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (2) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (3) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may exercise your remedies under state statute. In addition to complying with any other requirements under state law:

- (a) you must make a written request for repair or remedy of the condition and, you may be required to be current on all rent at that time;
- (b) after receiving the request, we will have the time provided by law to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't completed the repair within the time provided by law, or we haven't utilized our best efforts to complete the repair, you may have certain rights afforded by law to make repairs yourself or terminate your tenancy. If your tenancy is properly terminated, then security deposits and prorated rent will be refunded as required by law.

32. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 20 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government based on a complaint that was caused primarily by the lack of reasonable care by you, a member of your household, or another person on the premises with your consent.

Lease Renewal When A Breach or Default Has Occurred.

In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Eviction. If you default, we may end your right of occupancy by giving you written notice as provided by Nevada law. Notice will be delivered to you as required by Nevada law. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; unpaid past or future rent or other sums; or to continue with eviction proceedings as permitted by State statute.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may hold you liable for our actual damages; (3) you could be held liable by the next intended occupant of the apartment if you fail to vacate the premises; and (4) an action for possession, rent, and/or actual damages will be initiated as a result of your unauthorized hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and lockout under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear a reasonable amount of interest not to exceed 7% per annum from due date or such other interest rate as specified or allowed by Nevada law.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

33. ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

34. NO AUTHORITY TO AMEND UNLESS IN WRITING.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate your tenancy or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

35. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights, isn't a waiver under any circumstances.

36. NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

37. MISCELLANEOUS.

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- E. This Lease Contract binds subsequent owners.
- F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- G. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- I. All lease obligations must be performed in the county where the apartment is located.
- J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

38. WAIVER OF JURY TRIAL. TO MINIMIZE LEGAL EXPENSES AND, TO THE EXTENT ALLOWED BY LAW, YOU AND WE AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUTE, COMMON LAW, AND/OR RELATED TO THIS LEASE CONTRACT SHALL BE TO A JUDGE AND NOT A JURY.

39. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing

system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

40. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Premises and remove all of your personal property therefrom at the expiration of the Lease term without further notice or demand from us.

41. NOTICE: NRS 202.470 MAINTAINING OR PERMITTING NUISANCE: PENALTY.

Every person who:

- 1. Shall commit or maintain a public nuisance, for which no special punishment is prescribed; or
- 2. Shall willfully omit or refuse to perform any legal duty relating to the removal of such nuisance; or
- 3. Shall let, or permit to be used, any building or boat, or portion thereof, knowing that it is intended to be, or is being used, for committing or maintaining any such nuisance, shall be guilty of a misdemeanor.

You have the right to engage in the display of the US Flag. You may report a nuisance, or other violation of building, safety, health code, or regulation to the Code Enforcement office of the municipality for which the premises is located.

42. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

43. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments, except as required by applicable law.

44. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

45. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22 - Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 22 (Release of Resident), or any other applicable laws. All notices to vacate must be in writing and must provide

the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, your notice is void and you must submit a new written notice. If you fail to provide proper notice and vacate, we will have all remedies available under the Lease Contract and under applicable state law.

46. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full or you are

otherwise permitted to move as provided by Nevada law. An improper early move-out may result in reletting charges and default under paragraph 11 (Early Move-Out) and paragraph 32 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

47. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

48. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

49. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke and carbon monoxide detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 6 (Rent and Charges) and paragraph 27 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke and carbon

monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges in the amount of \$ 50.00; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus court costs and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; (2) rent if you have violated paragraph 32 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

50. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time frames and parameters set forth under state law. If you fail to provide us with your forwarding address in writing, as required above, we will process the security deposit in accordance with state law.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; (2) you have removed all or substantially all of your property; and (3) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid.

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) you have been absent from the apartment for at least fifteen (15) days; (2) you've been in default for non-payment of rent; and (3) you have not given us notice of your intent to be absent from the apartment during this period of time.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Property Left in Apartment), but do not affect our mitigation obligations (paragraph 32 - Default by Resident).

Severability, Originals and Attachments, and Signatures

51. **SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

52. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

Date form is filled out (same as on top of page 1)

05/28/2025

You are legally bound by this document.
Read it carefully before signing.

Resident or Residents (all sign below)

Owner or Owner's Representative (signing on behalf of owner)

06.10.2025

Address and phone number of owner's representative for notice purposes

1050 Wellness Place

Henderson, NV 89011

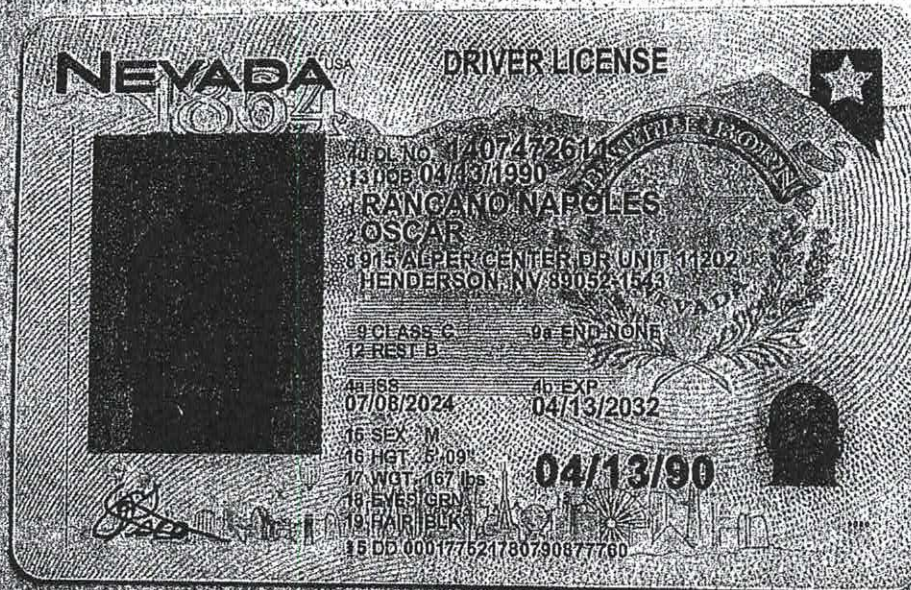
(702) 674-9355

Name and address of locator service (if applicable)

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) Cash, Money Orders and Personal Checks are not accepted. We will only accept Cashier's Checks, or ACH payments. Should the Owner serve any notice, the Resident will pay \$50 as service fee for each and every notice served. This service fee shall be payable as additional rent with any other monies owed within the time frame specified on the current notice that was served or the Resident will be considered in default of the Lease Contract and the Owner shall proceed with legal action. SMART HOME TECHNOLOGY FEE: Resident agrees to pay \$39.00 per month in addition to monthly rent on or before the first of each month with Monthly Rent. The Smart Home Technology Fee is additional "rent" for all purposes and covers the Keyless entry, Blink Camera and Thermostat.



Exhibit E



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the following Motion for Bond Hearing on August 14, 2025 (with attachments as relevant) was served upon opposing counsel as follows:

Service:

- ☒ ECAS – both parties participate in ECAS, so no separate service was completed
- ☐ Hand delivery
- ☐ Overnight Priority Mail
- ☐ Non-priority Mail
- ☐ Courier Service
- ☐ ICE e-Service online system
- ☐ Electronic Mail

Address:

Office of the Principal Legal Advisor
501 S. Las Vegas Blvd, Suite 200
Las Vegas, NV 89101

Date: August 11, 2025



Heather M. Roberts, Esq.
EOIR No.: RT292180
hroberts@kktplaw.com

Kurzban, Kurzban, Tetzeli & Pratt, P.A.
131 Madeira Avenue
Coral Gables, Florida 33134
(305) 444-0060 – Telephone
(305) 444-3503 – Fax

**UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
MIAMI IMMIGRATION COURT
MIAMI, FLORIDA**

IN THE MATTER OF:

Jorge Javier RODRIGUEZ CABRERA ,

Respondent

File No.: A246-094-684

In Removal Proceedings

ORDER OF THE IMMIGRATION JUDGE

Upon consideration of Respondent's Motion for Bond Hearing on August 14, 2025, it is
HEREBY ORDERED that the Motion be ☐ GRANTED ☐ DENIED because:

- ☐ Good Cause has been established for the motion
- ☐ The Applicant does not oppose the motion
- ☐ A response to the motion has not been filed with the Court
- ☐ The Court agrees with the reasons stated in the opposition to the motion
- ☐ DHS does not oppose the motion
- ☐ The motion is untimely per _____.
- ☐ Other: _____.

Deadlines:

- ☐ The application(s) for relief must be filed by _____.
- ☐ The Applicant must comply with DHS biometrics instructions by _____.

Date

Immigration Judge

Certificate of Service

This document was served by: ☐ Mail ☐ Personal Service

To: ☐ Alien ☐ Alien c/o Custodial Officer ☐ Alien's Atty/Rep ☐ DHS

Date _____

By: Court Staff _____

Exhibit 2



UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
LAS VEGAS IMMIGRATION COURT

Respondent Name:

RODRIGUEZ- CABRERA, JORGE
JAVIER

To:

Roberts, Heather
131 Madeira Ave
Coral Gables, FL 33134

A-Number:

246-094-684

Riders:

In Custody Redetermination Proceedings

Date:

08/14/2025

ORDER OF THE IMMIGRATION JUDGE

The respondent requested a custody redetermination pursuant to 8 C.F.R. § 1236. After full consideration of the evidence presented, the respondent's request for a change in custody status is hereby ordered:

☐ Denied, because

☒ Granted. It is ordered that Respondent be:

☐ released from custody on his own recognizance.

☒ released from custody under bond of \$ 2,500.00

☒ other:

The respondent is a native and citizen of Cuba. He applied for admission to the United States on October 11, 2022, and was paroled into the United States the following day. He does not appear to be a recent entrant to the United States within the past two years, nor was he apprehended near the U.S./Mexico border since he applied for admission. Accordingly, this Court has jurisdiction in this matter under section 236(a) of the Immigration and Nationality Act. See Matter of Q Li, 29 I&N Dec. 66 (BIA 2025); see also Vazquez v. Bostock, Case No. 3:25-cv-054240-TMC (W.D. Wash 2022) (enjoining the Immigration Court in Tacoma from applying section 235 of the Immigration and Nationality Act to find no jurisdiction in similar cases).

The respondent has no reported criminal history. The Court declines to find that the respondent is a danger to community.

The respondent has submitted evidence of a fixed address, family ties in the United States, and a record of steady employment. See Exh. 1. He is pursuing relief in the form of adjustment of status filed on November 1, 2023. This evidence supports the conclusion that his appearance at future

immigration proceedings may be ensured by the posting of a reasonable bond.

☒ Other:
ATD at DHS discretion.



Immigration Judge: Baker Glen 08/14/2025

Appeal: Department of Homeland Security: ☒ waived ☐ reserved
Respondent: ☐ waived ☒ reserved
Appeal Due: 09/15/2025

Certificate of Service

This document was served:

Via: [M] Mail | [P] Personal Service | [E] Electronic Service | [U] Address Unavailable

To: [] Alien | [] Alien c/o custodial officer | [E] Alien atty/rep. | [E] DHS

Respondent Name : RODRIGUEZ- CABRERA, JORGE JAVIER | A-Number : 246-094-684

Riders:

Date: 08/14/2025 By: Kraay, Megan, Court Staff

Exhibit 3

U.S. Department of Justice
Executive Office for Immigration Review

**Notice of ICE Intent to Appeal Custody
Redetermination**

Date: August 14, 2025

Alien Number: 246 094 684

Alien Name: RODRIGUES-CABBRERA, Jorge Javier

1. Immigration and Customs Enforcement (ICE) has:

☒ a. Held the respondent without bond.

☐ b. Set the respondent's bond at \$ _____.

2. The Immigration Judge on August 14, 2025
(Date)

☐ a. Authorized the respondent's release.

☒ b. Redetermined the ICE bond to \$ 2,500.

3. Filing this form on August 14, 2025
(Date) automatically stays the
Immigration Judge's custody redetermination decision. See 8 C.F.R. §1003.19(i)(2).

4. The stay shall lapse if ICE does not file a notice of appeal along with appropriate certification within ten business days of the issuance of the order of the Immigration Judge, or upon ICE's withdrawal of this notice, or as set forth in 8 C.F.R. §1003.6(c)(4) and (5).
See 8 C.F.R. §1003.6(c)(1).

Christian Parke

ICE Counsel

I, Christian Parke, served the Notice of ICE Intent to Appeal Custody Redetermination on
(Name)

Heather Robert, on August 14, 2025
(Respondent or Respondent's Representative) (Date)

Christian Parke

Signature

