

NEXJS

CONFIDENTIAL

Director of Removal Operations  
Enforcement and Removal Operations  
U.S. Immigrations and Customs Enforcement (ICE)  
Washington/Virginia Field Office  
2675 Prosperity Avenue, (b)(6),(b)(7)(C)  
Fairfax, VA 20598-5216

March 13, 2013

Re: (b)(6),(b)(7)(C)

Dear Sir/Madam,

(b)(6),(b)(7)(C) has applied to Nexus Programs, and he has been accepted into our behavior diversion program with GPS tracking and alcohol monitoring. (b)(6),(b)(7)(C) stands charged with a Assault: Family Member and Obstruct Communication Sent Thru Wireless Dev To Prevent Help in the JDR Court of the County of Fairfax.

(b)(6),(b)(7)(C) is bail eligible in Fairfax County, where a secured bond has been posted. (b)(6),(b)(7)(C) is now no longer being held by the Commonwealth of Virginia, and therefore will be transferring to ICE custody. Nexus Programs has agreed to track (b)(6),(b)(7)(C) with a GPS tracking device. Our Relialert tracking devices allow for continuous tracking of a defendant and the bands used to attach the bracelet are made with stainless steel and cannot be cut off with household cutting devices.

(b)(6),(b)(7)(C) is supported by family members.

Upon entering Nexus Programs, (b)(6),(b)(7)(C) will be subject to the following conditions:

- Continuous GPS tracking and Alcohol Monitoring (by electronic device).
- Random Drug/Alcohol Testing.

- Maintain employment.
- 10PM Curfew.
- Completion of Alcohol Abuse Diversion Program.

We understand that immigration action will continue against (b)(6),(b)(7)(C) but ask that his immigration detainer be removed while he awaits trial in Fairfax and resolution of the immigration action against him. We appreciate your consideration.

Nexus Programs is a religious based organization that focuses on pretrial monitoring and re-entry programs in Virginia, Maryland, and North Carolina. We administer GPS Tracking services as a condition of bond or suspended sentence pursuant to Virginia Code Section §19.2-123 and Section §19.2-303, respectively. We provide diversion programs in the areas of theft, domestic violence, anger management, drug and alcohol abuse, and others. We also offer general pretrial and post sentencing supervision to include drug and alcohol testing.

Sincerely,

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
104 Industry Drive, 2<sup>nd</sup> Floor  
Yorktown, VA 23693  
(757) 34 (b)(6),(b)(7)(C)  
www.nexusprograms.com

**From:** (b)(6),(b)(7)(C)  
**Sent:** 17 Apr 2013 09:48:37 -0400  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:**  
**Attachments:** NEXUS LETTER - (b)(6),(b)(7)(C).pdf

Office (b)(6),(b)(7)(C)

I hope you are having a blessed Wednesday...

We have (b)(6),(b)(7)(C) who has been accepted into Nexus with GPS and alcohol monitoring, coming into ICE custody today (he was released from state charges Monday). I submit this to you along with a letter confirming he is accepted into our program. Please let me know if he comes into your custody and please consider this when making a release decision. My cell number is 757.34 (b)(6),(b)(7)(C)

Thanks so much and please have a wonderful day.

--



(b)(6),(b)(7)(C)  
**Executive Director**  
Nexus Programs, Inc.  
104 Industry Drive  
Suite 222  
Yorktown, VA 23693  
P. (757) 25 (b)(6),(b)(7)(C)  
M. (757) 59 (b)(6),(b)(7)(C)  
F. (757) 273.8130  
[www.nexusprograms.com](http://www.nexusprograms.com)

# NEXUS

Director of Removal Operations  
Enforcement and Removal Operations  
U.S. Immigrations and Customs Enforcement (ICE)  
Washington/Virginia Field Office  
2675 Prosperity Avenue, (b)(6),(b)(7)(C)  
Fairfax, VA 20598-5216

April 15, 2013

Re: (b)(6),(b)(7)(C)

Dear Sir/Madam,

(b)(6),(b)(7)(C) has applied to Nexus Programs, and he has been accepted into our behavior diversion program with GPS tracking and alcohol monitoring. (b)(6),(b)(7)(C) stands charged with Drunk In Public in the General District Court of the County of Fairfax.

(b)(6),(b)(7)(C) is bail eligible in Fairfax County, where a secured bond has been posted. (b)(6),(b)(7)(C) now is no longer being held by the Commonwealth of Virginia, and therefore will be transferring to ICE custody. Nexus Programs has agreed to track Mr. (b)(6),(b)(7)(C) with a GPS tracking device. Our Relialert tracking devices allow for continuous tracking of a defendant and the bands used to attach the bracelet are made with stainless steel and cannot be cut off with household cutting devices.

(b)(6),(b)(7)(C) is supported by his family members in Northern Virginia.

Upon entering Nexus Programs, (b)(6),(b)(7)(C) will be subject to the following conditions:

- Continuous GPS tracking and Alcohol Monitoring (by electronic device).
- Random Drug/Alcohol Testing.
- Maintain employment.
- 10PM Curfew.

- o Completion of Alcohol Abuse Diversion Program.

We understand that immigration action will continue against (b)(6),(b)(7)(C) but ask that his immigration detainer be removed while he awaits trial in Fairfax and resolution of the immigration action against him. We appreciate your consideration.

Nexus Programs is a religious based organization that focuses on pretrial monitoring and re-entry programs in Virginia, Maryland, and North Carolina. We administer GPS Tracking services as a condition of bond or suspended sentence pursuant to Virginia Code Section §19.2-123 and Section §19.2-303, respectively. We provide diversion programs in the areas of theft, domestic violence, anger management, drug and alcohol abuse, and others. We also offer general pretrial and post sentencing supervision to include drug and alcohol testing.

Sincerely,

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
104 Industry Drive, 2<sup>nd</sup> Floor  
Yorktown, VA 23693  
(757) 344-(b)(6),  
(b)(7)(C)  
[www.nexusprograms.com](http://www.nexusprograms.com)

**From:** (b)(6),(b)(7)(C)  
**Sent:** 5 Apr 2013 08:41:29 -0400  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:**  
**Attachments:** NEXUS LETTER (b)(6),(b)(7)(C).pdf

Officer (b)(6),(b)(7)(C)

I do hope you are having a wonderful Friday!

We have (b)(6),(b)(7)(C) who has been accepted into Nexus with GPS and alcohol monitoring, coming into ICE custody today (he was released from state charges Wednesday). I submit this to you along with a letter confirming he is accepted into our program. Please let me know if he comes into your custody and please consider this when making a release decision. My cell number is 757.34 (b)(6),(b)(7)(C)

Thanks so much and please have a wonderful day.

--



(b)(6),(b)(7)(C)  
**Executive Director**  
Nexus Programs, Inc.  
104 Industry Drive  
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Director of Removal Operations  
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U.S. Immigrations and Customs Enforcement (ICE)  
Washington/Virginia Field Office  
2675 Prosperity Avenue, (b)(6),(b)(7)(C)  
Fairfax, VA 20598-5216

April 5, 2013

Re: (b)(6),(b)(7)(C)

Dear Sir/Madam,

(b)(6),(b)(7)(C) has applied to Nexus Programs, and he has been accepted into our behavior diversion program with GPS tracking and alcohol monitoring. (b)(6),(b)(7)(C) stands charged with Misdemeanor Assault in the General District Court of the County of Fairfax.

(b)(6),(b)(7)(C) is bail eligible in Fairfax County, where a secured bond has been posted. (b)(6),(b)(7)(C) is now no longer being held by the Commonwealth of Virginia, and therefore will be transferring to ICE custody. Nexus Programs has agreed to track Mr. (b)(6),(b)(7)(C) with a GPS tracking device. Our Relialert tracking devices allow for continuous tracking of a defendant and the bands used to attach the bracelet are made with stainless steel and cannot be cut off with household cutting devices.

(b)(6),(b)(7)(C) is supported by family members in Northern Virginia.

Upon entering Nexus Programs, (b)(6),(b)(7)(C) will be subject to the following conditions:

- Continuous GPS tracking and Alcohol Monitoring (by electronic device).
- Random Drug/Alcohol Testing.

- Maintain employment.
- 10PM Curfew.
- Completion of Alcohol Abuse Diversion Program.

We understand that immigration action will continue against (b)(6),(b)(7)(C) but ask that his immigration detainer be removed while he awaits trial in Fairfax and resolution of the immigration action against him. We appreciate your consideration.

Nexus Programs is a religious based organization that focuses on pretrial monitoring and re-entry programs in Virginia, Maryland, and North Carolina. We administer GPS Tracking services as a condition of bond or suspended sentence pursuant to Virginia Code Section §19.2-123 and Section §19.2-303, respectively. We provide diversion programs in the areas of theft, domestic violence, anger management, drug and alcohol abuse, and others. We also offer general pretrial and post sentencing supervision to include drug and alcohol testing.

Sincerely,

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
104 Industry Drive, 2<sup>nd</sup> Floor  
Yorktown, VA 23693  
(757) 34 (b)(6),(b)(7)(C)  
www.nexusprograms.com



**From:** (b)(6),(b)(7)(C)  
**Sent:** 14 Mar 2013 06:59:49 -0400  
**To:** (b)(6),(b)(7)(C)  
**Subject:** (b)(6),(b)(7)(C) - Nexus Program Client  
**Attachments:** NEXUS LETTER (b)(6),(b)(7)(C).pdf

Officer (b)(6),(b)(7)(C)

I do hope this message finds you well.

We have (b)(6),(b)(7)(C) who has been accepted into Nexus with GPS and alcohol monitoring, coming into ICE custody today (she was released from state charges yesterday). In addition to GPS and alcohol monitoring, we will be placing (b)(6),(b)(7)(C) (should she be released), into an alcohol crime diversion program.

I submit this to you along with a letter confirming she is accepted into our program. Please let me know if she comes into you custody and please consider this when making a release decision.

Thanks so much. Have a wonderful day.

(b)(6),(b)(7)(C)

--



(b)(6),(b)(7)(C)

**Executive Director**  
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104 Industry Drive  
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# NEXUS

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U.S. Immigrations and Customs Enforcement (ICE)  
Washington/Virginia Field Office  
2675 Prosperity Avenue, (b)(6),(b)(7)(C)  
Fairfax, VA 20598-5216

March 13, 2013

Re: (b)(6),(b)(7)(C)

Dear Sir/Madam,

(b)(6),(b)(7)(C) has applied to Nexus Programs, and she has been accepted into our behavior diversion program with GPS tracking and alcohol monitoring. (b)(6),(b)(7)(C) stands charged with a Resisting Arrest, Drunk in Public, and Possession of Fictitious ID in the General District Court of the County of Fairfax. It appears her charges resulted from an incident where Ms. (b)(6),(b)(7)(C) may have been intoxicated, and (b)(6),(b)(7)(C) will be conditioned not to consume alcohol for the length of time she remains in the Nexus program.

(b)(6),(b)(7)(C) is bail eligible in Fairfax County, where a secured bond has been posted. Ms. (b)(6),(b)(7)(C) is now no longer being held by the Commonwealth of Virginia, and therefore will be transferring to ICE custody. Nexus Programs has agreed to track (b)(6),(b)(7)(C) with a GPS tracking device. Our Relialert tracking devices allow for continuous tracking of a defendant and the bands used to attach the bracelet are made with stainless steel and cannot be cut off with household cutting devices.

(b)(6),(b)(7)(C) is supported by her uncle and other family members. She works and we have verified her employment and residence. (b)(6),(b)(7)(C) resides at (b)(6),(b)(7)(C) Annandale, VA.

Upon entering Nexus Programs, (b)(6),(b)(7)(C) will be subject to the following conditions:

- Continuous GPS tracking and Alcohol Monitoring (by electronic device).
- Random Drug/Alcohol Testing.
- Maintain employment.
- 10PM Curfew.
- Completion of Alcohol Abuse Diversion Program.

We understand that immigration action will continue against (b)(6),(b)(7)(C) but ask that her immigration detainer be removed while she awaits trial in Fairfax and resolution of the immigration action against her. We appreciate your consideration.

Nexus Programs is a religious based organization that focuses on pretrial monitoring and re-entry programs in Virginia, Maryland, and North Carolina. We administer GPS Tracking services as a condition of bond or suspended sentence pursuant to Virginia Code Section §19.2-123 and Section §19.2-303, respectively. We provide diversion programs in the areas of theft, domestic violence, anger management, drug and alcohol abuse, and others. We also offer general pretrial and post sentencing supervision to include drug and alcohol testing.

Sincerely,

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
104 Industry Drive, 2<sup>nd</sup> Floor  
Yorktown, VA 23693  
(757) 34(b)(6),(b)(7)(C)  
www.nexusprograms.com

**From:** (b)(6),(b)(7)(C)  
**Sent:** 22 Mar 2013 09:10:26 -0400  
**To:** (b)(6),(b)(7)(C)  
**Subject:**  
**Attachments:**

Officer (b)(6),(b)(7)(C)

I do hope this message finds you well.

We have (b)(6),(b)(7)(C) who has been accepted into Nexus with GPS and alcohol monitoring, coming into ICE custody today (he was released from state charges yesterday). In addition to GPS and alcohol monitoring, we will be placing (b)(6),(b)(7)(C) (should he be released), into an alcohol crime diversion program.

I submit this to you along with a letter confirming he is accepted into our program. Please let me know if he comes into your custody and please consider this when making a release decision. My cell number is 757.34 (b)(6),(b)(7)(C)

Thanks so much. Have a wonderful day.

--



(b)(6),(b)(7)(C)

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Yorktown, VA 23693  
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Washington/Virginia Field Office  
2675 Prosperity Avenue, (b)(6),(b)(7)(C)  
Fairfax, VA 20598-5216

March 22, 2013

Re: (b)(6),(b)(7)(C)

Dear Sir/Madam,

(b)(6),(b)(7)(C) has applied to Nexus Programs, and he has been accepted into our behavior diversion program with GPS tracking and alcohol monitoring. (b)(6),(b)(7)(C) stands charged with a DWI: 1<sup>st</sup> offense and Driving with no valid o/l 1<sup>st</sup> offense in the General District Court of the County of Fairfax.

(b)(6),(b)(7)(C) is bail eligible in Fairfax County, where a secured bond has been posted. (b)(6),(b)(7)(C) is now no longer being held by the Commonwealth of Virginia, and therefore will be transferring to ICE custody. Nexus Programs has agreed to track (b)(6),(b)(7)(C) with a GPS tracking device. Our Relialert tracking devices allow for continuous tracking of a defendant and the bands used to attach the bracelet are made with stainless steel and cannot be cut off with household cutting devices.

(b)(6),(b)(7)(C) is supported by his family members in Northern Virginia. (b)(6),(b)(7)(C) Contreras will be residing at (b)(6),(b)(7)(C) Alexandria, VA 22309. Upon entering Nexus Programs, (b)(6),(b)(7)(C) will be subject to the following conditions:

- Continuous GPS tracking and Alcohol Monitoring (by electronic device).
- Random Drug/Alcohol Testing.

- Maintain employment.
- 10PM Curfew.
- Completion of Alcohol Abuse Diversion Program.

We understand that immigration action will continue against (b)(6),(b)(7)(C) but ask that his immigration detainer be removed while he awaits trial in Fairfax and resolution of the immigration action against him. We appreciate your consideration.

Nexus Programs is a religious based organization that focuses on pretrial monitoring and re-entry programs in Virginia, Maryland, and North Carolina. We administer GPS Tracking services as a condition of bond or suspended sentence pursuant to Virginia Code Section §19.2-123 and Section §19.2-303, respectively. We provide diversion programs in the areas of theft, domestic violence, anger management, drug and alcohol abuse, and others. We also offer general pretrial and post sentencing supervision to include drug and alcohol testing.

Sincerely,

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
104 Industry Drive, 2<sup>nd</sup> Floor  
Yorktown, VA 23693  
(757) 34 (b)(6),(b)(7)(C)  
www.nexusprograms.com

**From:** (b)(6),(b)(7)(C)  
**Sent:** 22 Jul 2013 17:27:06 +0000  
**To:** (b)(6),(b)(7)(C)  
**Subject:** Nexus Call  
**Attachments:** OFFENDER INTAKE PACKET - WITH ICE DETAINER.pdf  
**Importance:** High

Officer (b)(6),(b)(7)(C)

I hope this message finds you well. I do miss speaking with you from time to time.

I received a call from one of my case managers, who mentioned that you had called him today. He indicated you had mentioned that you had a detainee who was indicating they expected to be released because they were in Nexus.

I know he spoke with you, but I wanted to follow up with an email to reiterate that we do not promise people release decisions, as we are not involved in that process whatsoever with your office. We mitigate bond for local or state charges, we provide monitoring, support, diversion programs, we provide mitigation at immigration bond hearings, but we do not provide any guarantees about any outcomes... and we certainly make no representations regarding release decisions from your office. We do have case managers record the defendant's progress and we do make those findings available at state and, upon request of the defendant, immigration court hearings. We also provide ALL of our services, except the GPS monitoring, at **no cost** to any of our clients. This includes making court appearances, drug and alcohol testing, diversion programs, ESL/GED/SAT test prep, ministerial counseling, professional counseling referrals, etc...

I am sorry that this has come up again, though I do understand that sometimes people get desperate and state things that are not true. In the interest of full disclosure, and because of my respect for you, I wanted to provide you with a blank Nexus intake packet, which is used for defendants facing state charges with ICE detainees. Each of the items signed or initialed are read to the client in their native language. I just wanted you to have the opportunity to have a better understanding of our process - so you know what it is that we do and what it is that we communicate.

I'm available to chat if you'd like and, as I indicated, I do miss our chats. I hope your family is well, you remain in my prayers.

Take care,

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
422 First Street  
Shenandoah, VA 22849  
(540) 65 (b)(6),(b)  
(757) 34 (7)(C)  
www.nexusprograms.com





# CLIENT COVER SHEET

OFFENDER ID NUMBER: \_\_\_\_\_ - \_\_\_\_\_

Offender Name: \_\_\_\_\_

Offender Address: \_\_\_\_\_

Offender Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Charge(s):

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_

6) \_\_\_\_\_

Immigration Status:

	Citizen	Green Card	Visa	Undocumented
ICE DETAINER:	YES		NO	PENDING

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## Co-signer (Sponsor) Information

Co-signer Name: \_\_\_\_\_

Co-signer Address: \_\_\_\_\_

Co-signer Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_



# RISK ASSESSMENT INSTRUMENT

Offender Name:  Cosigner Name:   
 Offender Address:  Cosigner Phone Number:   
 Offender Phone Number:  Cosigner Employed? (circle)  Y  N

### 1. HOME PLAN

Homeless	<input type="text"/>	20
Live w/ Parents	<input type="text"/>	3
Live w/ Family	<input type="text"/>	6
Live w/ Friends	<input type="text"/>	8
Rent Their Home	<input type="text"/>	1
Own Their Home	<input type="text"/>	0

### 2. WORK PLAN

Employed FT	<input type="text"/>	0
Employed PT	<input type="text"/>	0
Unemployed	<input type="text"/>	5
Student	<input type="text"/>	0
Homemaker	<input type="text"/>	1
Military/other	<input type="text"/>	1

### 3. AGE

19 or Younger	<input type="text"/>	1
20 - 29 Years	<input type="text"/>	2
30 Years or Above	<input type="text"/>	0

### 4. PHONE (write #)

Owns Phone	<input type="text"/>	0
Uses Another Ph	<input type="text"/>	2
No Phone	<input type="text"/>	9

### 5. CHARGE INFORMATION

Violent Offense	<input type="text"/>	3
Drug Offense	<input type="text"/>	1
Fraud	<input type="text"/>	5
Property or Misd. Off.	<input type="text"/>	0
Sex Offense	<input type="text"/>	7

### 6. MENTAL HEALTH/SUBSTANCE ABUSE TREATMENT

Mental Health	<input type="text"/>	1
Drug	<input type="text"/>	1
Both	<input type="text"/>	4
Neither	<input type="text"/>	0
Civil Commitment	<input type="text"/>	12

### 7. RECORD

Felony	<input type="text"/>	2
Felony 2+	<input type="text"/>	4
Misdemeanor	<input type="text"/>	1
Misdemeanor 2+	<input type="text"/>	2
Both	<input type="text"/>	4
Both 2+	<input type="text"/>	6
FTA	<input type="text"/>	5
FTA 2+	<input type="text"/>	10

### 8. IS CURRENT OFFENSE A PRESUMPTION CHARGE

YES	<input type="text"/>	22
No	<input type="text"/>	0

TOTAL POINTS:

POINTS +/- IN MITIGATION:

(Attach explanation to this report)

POINTS FOR CONSIDERATION:

(Combine total points and points +/- in mitigation)

0-8 Points - Automatic Approval  
 16-21 Points - High Risk, Exec Dir Approval

9-15 Points - Moderate Risk, Conditional Approval  
 22+ Points - GPS REQUIRED FOR APPROVAL



OFFENDER NAME:

OFFENDER TEL #:

CO-SIGNER NAME:

COSIGNER TEL #:

# Nexus Virginia

## PROJECT NEXUS OFFENDER CONTRACT

Name (First, Middle, and Last):

Photo (Front):

Photo (Side):

Address (Street, City, State, and Zip):

Charge(s):

Jurisdiction/Court:

Bail Bondsman:

Date of Birth:

Social Security or Insurance Number:

Work Plan:  Work Full Time  Work Part Time

Employer:

Employer Address:

Employer Phone Number:

Education Plan:  School Full Time  School Part Time  Not Applicable

Education Plan Info:

Project Nexus Rep. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Defendant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Nexus Virginia

## PROJECT NEXUS OFFENDER CONTRACT CONDITIONS OF MONITORING

**CONDITIONS OF BAIL (Court Ordered):**

**CONDITIONS OF BAIL (Imposed by Bail Bondsman, in conjunction with Project Nexus participation):**

GPS MONITORING - Details:

CURFEW - Details:

No Alcohol

Report as Required – Details:

**Conditions of Nexus Program Participation (Imposed by Nexus for continued Program participation):**

Maintain or Seek Employment

Make Payments to Bondsman, as required by contract with bondsman

Make Program Participant Fee Payments of \$ \$420.00 /Per Month

\*If indigent, proof must be attached

Mental Health Treatment Plan

Private Provider

CSB Treatment Plan

OTHER CONDITIONS (LIST):

OTHER CONDITIONS (LIST):

**ASSIGNED CASE MANAGER:**

\*\*\*I, \_\_\_\_\_ (print name), acknowledge receipt of this document and accept the conditions as listed, in full, on this document. I understand that failure to meet program conditions may result in program participation revocation, and that my bond may be revoked and I may be remanded to the custody of the jurisdiction wherein I face charges in the above referenced case. I promise to meet the terms and conditions of my bond and my participation in the Project Nexus program.

Project Nexus Rep. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Defendant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# CLIENT INFORMATION SHEET (REQUIRED)

**IMMIGRATION DETAINER CLIENTS**

Nexus Programs has accepted \_\_\_\_\_ into our defendant monitoring and/or diversion program(s). We have agreed to track the defendant pursuant to the bond set in the client's local case, which currently is docketed in the \_\_\_\_\_ Court.

PLEASE INITIAL THE FOLLOWING STATEMENTS, INDICATING THAT YOU UNDERSTAND EACH OF THEM:

I UNDERSTAND THAT NEXUS PROGRAMS IS NOT AFFILIATED, IN ANY WAY WHATSOEVER, WITH ICE, THE US GOVERNMENT, THE COMMONWEALTH OF VIRGINIA, OR ANY OTHER GOVERNMENTAL AGENCY. I UNDERSTAND NEXUS PROGRAMS IS A PRIVATE ORGANIZATION PROVIDING DEFENDANT MONITORING AND DIVERSION PROGRAMS.

I UNDERSTAND THAT NEXUS PROGRAMS AND FREEDOM BAIL BONDS ARE COMPLETELY SEPARATE ENTITIES. NEXUS PROGRAMS CANNOT SERVICE THE BAIL BOND OF THE DEFENDANT AND FREEDOM BAIL BONDS CANNOT SERVICE THE GPS MONITORING OR DIVERSION NEEDS OF THE DEFENDANT.

I UNDERSTAND THAT NEXUS DOES NOT MAKE RELEASE DECISIONS. I UNDERSTAND THAT NEXUS PROVIDES MONITORING THROUGH ADJUDICATION OF THE STATE CHARGE AGAINST THE DEFENDANT. ICE RELEASE DECISIONS ARE MADE COMPLETELY INDEPENDENT OF NEXUS INTAKE DECISIONS.

I UNDERSTAND THAT NEXUS PROGRAMS IS A RELIGIOUS ORGANIZATION, AND I FURTHER UNDERSTAND THAT MINISTRY SERVICES WILL BE OFFERED TO THE DEFENDANT. I ALSO UNDERSTAND THAT NEXUS PROGRAMS DOES NOT DISCRIMINATE AGAINST ANY CLIENTS ON THE BASIS OF RELIGION OR CREED, AND DOES NOT REQUIRE DEFENDANTS TO ACCEPT MINISTRY SERVICES, THOUGH THEY ARE AVAILABLE.

I UNDERSTAND THAT I AM BEING ASSESSED A FEE OF \$\_\_\_\_\_, AND THAT FEE WILL BE WAIVED UPON RELEASE OF THE DEFENDANT, THE BALANCE BEING CREDITED TO THE FIRST MONTHS LEASE FEE AND ACTIVATION FEE OF THE GPS EQUIPMENT. IF THE DEFENDANT IS NOT RELEASED, I UNDERSTAND THAT NEXUS PROGRAMS WILL MAKE THEIR REPORT(S) AND FINDINGS AVAILABLE FOR PRESENTATION AT AN IMMIGRATION BOND HEARING THAT MAY BE SCHEDULED BY THE DEFENDANT'S ATTORNEY. IF THE DEFENDANT IS NOT RELEASED THE FEE WILL BE NON-REFUNDABLE.

I UNDERSTAND THE ABOVE STATEMENTS AND CERTIFY THAT I AM WILLING TO BE RESPONSIBLE FOR INSURING THE DEFENDANT REPORTS TO ALL SCHEDULED COURT DATES.

\_\_\_\_\_  
CO-SIGNER NAME/PH NUMBER

\_\_\_\_\_  
CO-SIGNER SIGNATURE AND DATE

ANY QUESTIONS ABOUT NEXUS PROGRAMS SHALL BE DIRECTED TO NEXUS PROGRAMS. PROGRAMS YOU MAY CONTACT NEXUS PROGRAMS AT: \_\_\_\_\_

ATAA Doc. No.: 16051730. (Posted 6/7/16)



**LEASE AGREEMENT  
(Lessor-Agency-Lessee)**

THIS LEASE AGREEMENT (hereinafter "Lease," "Agreement" or "Lease Agreement"), dated \_\_\_\_\_ by and between **Nexus Programs Inc.** (hereinafter referred to as "Lessor"), and \_\_\_\_\_ (hereinafter referred to as "Lessee"), and \_\_\_\_\_ **Agency has an interest in electronically monitoring individuals who are either required to be or have agreed to be tracked by electronic monitoring equipment.**

- Lessee is an individual who is required to be or has consented to be tracked by electronic monitoring equipment.
- Lessor desires to lease to Lessee certain equipment as described in the "EQUIPMENT DESCRIPTION" Table below (hereinafter "Equipment"). Lessee desires to lease the aforementioned Equipment from Lessor.
- Lessee and Lessor have agreed to the terms of this Lease Agreement.
- In consideration of the covenants and promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. PRIMARY TERMS**

<p><b>EQUIPMENT DESCRIPTION</b> (the "Equipment") (CHECK ALL THAT APPLY)</p> <p><input checked="" type="checkbox"/> Tracking Device x 1 device(s) Charged at a daily rate of \$14 Per Day</p> <p><input checked="" type="checkbox"/> Security Deposit Option: Insurance @ .50 cents per day with a deductible in the event of loss @ \$50.00</p> <p>Notes:</p>	<p><b>LESSEE'S RECURRING PAYMENT</b> (CHECK AND FILL OUT ALL THAT APPLY)</p> <p><input checked="" type="checkbox"/> Monthly Payments at \$14 per day to equal days per month for minimum of 30 days and until the Equipment is returned to Lessor.</p> <p><b>LESSEE'S PAYMENT AT SIGNING OF THIS AGREEMENT</b></p> <p>Advance Payments: \$ _____ covers 30 days Shipping UPS overnight \$ _____ (\$50 per device) Other: Activation Fee \$ 200.00</p> <p><b>TOTAL\$</b></p> <p><b>*If an exhibit and/or addendum is attached to this Agreement which further describes the Equipment or Lessee's payments, it shall be incorporated and become a part of this section of Primary Terms.**</b></p>
--	---

**II. LESSEE PROVISIONS**

**1. TERM:** Lessee agrees to lease from Lessor and Lessor agrees to lease to Lessee the Equipment described in the Primary Terms above, which Lessee agrees shall be used consistent with this Lease, Lessee's agreement with Agency for the use thereof, and any rules, laws, regulations, or statutes set forth by Agency or binding upon Lessee in his/her relationship with Agency. The term of this Lease Agreement is either weekly, biweekly, or monthly as set forth in the Primary Terms above (hereafter the "Lease Term"), and is a recurring term as long as the Equipment remains in the possession of Lessee.

**III. AGENCY PROVISIONS**

**2. USE OF SOFTWARE; NON-DISCLOSURE OF PROPRIETARY INFORMATION:** As a result of Lessee's entering this Lease with Lessor, and in order to facilitate Agency's monitoring of Lessee, Lessor agrees to provide Agency reasonable access to the software designed to function with the Equipment identified above (the "Software"). The Software may consist of tracking, monitoring, or other programs related to the specific functionality of the Equipment. Lessor further agrees that it shall provide Agency necessary training for its representatives who shall be monitoring Lessee so that they may properly use the Software. Lessor shall also provide customer service to Agency as necessary to ensure continuing monitoring and to update Agency on any changes or updates to the Software that shall affect Agency's use thereof. Agency acknowledges that Agency's access to the Software shall generally be limited to password-controlled Internet access and that no software shall actually be delivered to Agency, unless in Lessor's sole discretion such delivery or installation shall be required to provide Agency the access required hereunder. Agency shall bear all responsibility for providing its own computer hardware and software meeting minimum requirements for access to the Software. Agency acknowledges that the Software may consist of proprietary information that is the sole and exclusive property of Quest Guard, SecureAlert, TrackerPal, or other entities or persons, and that in order to fulfill the purposes of this Lease, Lessor may entrust Agency with certain proprietary information about the Equipment. Agency expressly agrees a) that the Software shall be used by the Agency only for the purpose of tracking and monitoring of the Lessee herein; b) that only individuals authorized by the Agency to fulfill such purpose shall be given access to the Software; and c) that the Agency shall treat as confidential and not disclose any of the proprietary information related to the Software in any manner without prior written authorization of the respective holders. If Agency is required by applicable law or regulation or by legal process to disclose any proprietary information, Agency agrees that it shall provide Lessor with prompt notice of such request to enable Lessor to seek a protective order or other appropriate remedy prior to disclosure. Should this Agreement be terminated for any reason whatsoever, Agency shall, at the request of Lessor, either

destroy or promptly deliver to Lessor all documents containing Proprietary Information, including all copies, reproduction, summaries, analysis or extracts thereof, in the possession of Agency, and certify to Lessor that Lessee has done so.

**3. AUTHORITY OF SIGNER.** By signing below, the signer of this Lease for Agency certifies that he/she has all proper authority to bind the Agency hereto, pursuant to its Articles, Bylaws, statutory or other charter, ordinances, laws, or any other rules governing such authority.

**IV. GENERAL PROVISIONS APPLICABLE TO BOTH LESSEE AND AGENCY**

**4. DEFAULT INDEPENDENT OF CRIMINAL PROCESS:** The parties hereto acknowledge that the tracking and monitoring which is contemplated hereunder by the Agency may be undertaken in conjunction with criminal process against Lessee, or that Lessee has voluntarily undertaken to use the Equipment in order to satisfy a criminal conviction or plea agreement, or to avoid incarceration by Agency. Agency and Lessee agree, however, that Lessee's default under this Lease shall be deemed independent of any criminal matter or procedure required under Agency rules or the laws and regulations of the jurisdiction(s) within which it acts; in other words, with the exception of any notice requirements set forth herein, no due process, whether criminal, civil, or otherwise, shall be required before Lessor may assert its rights hereunder related to (a) payment, (b) redelivery or repossession of the Equipment from Lessee or Agency, or (c) enforcement of any other Lease provisions. Lessor agrees that in effecting redelivery or repossession of the Equipment from Lessee, it shall coordinate with Agency and/or with other law enforcement whenever possible, but it shall have no duty to do so where in its own discretion it deems such coordination unnecessary or impractical.

**Lessor:**  
Nexus Programs Inc.  
422 1st Street  
Shenandoah, VA 22849  
1-571-339-9015  
  
**X** \_\_\_\_\_  
By: Nexus Programs Inc.  
Title: Authorized Agent

**Agency:**  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
  
**X** \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lessee:**  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
**X** \_\_\_\_\_  
**Lessee Signature**  
**X** \_\_\_\_\_  
**Co-Signer Signature**  
Co-signer is jointly liable for rental agreement and all terms herein.

**AUTHORIZATION TO CHARGE CREDIT CARD / CASHIERS CHECK PAYMENTS**

The Cardholder named below hereby authorizes Lessor, without limitation, to charge the credit card listed for all charges, rents, and fees associated with the foregoing Lease. **Cardholder and or Lessee agrees and acknowledges that all charges and fees shall be non-refundable, are prorated the 1<sup>st</sup> month, and are not prorated thereafter, and waives his/her right to protest the charges made hereunder through his/her Credit Card Company. Recurring charges will be billed on the 25th day of each succeeding month unless Lessee / Agency notifies Nexus Programs Inc. in writing by the 25<sup>th</sup> of each preceding month. In the event the Lessee / Agency pays by Cashiers check the payments must also be received by the 25<sup>th</sup> of the month for each succeeding month.**  
**(PLEASE PRINT ALL INFORMATION CLEARLY AND LEGIBLY BELOW.)**

**Card Type (check one):**  Visa /  MC /  Disc /  AmEx

**Card Number:** \_\_\_\_\_

**Exp. Date (MM/YY):** \_\_\_\_/\_\_\_\_

**Security Code (usually located on back of card):** \_\_\_\_\_

**Cardholder Name and Address (where bill is received):**  
 Check if Cardholder's billing name and address same as Lessee's above.

We are committed to maintaining your privacy as the Cardholder. In the space below, please indicate a four- (4) digit number of your choosing. This number shall be printed in the description on your bill for each transaction related to this Agreement. Please write down and keep in a safe place. The number you choose below is for your own future reference.

Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Your transaction ID number: \_\_\_\_ \_

**Cardholder Sign:** \_\_\_\_\_

**Lessee's Ackn. (if not the Cardholder):** \_\_\_\_\_

**\*\* Lease Agreement Addendum**

Nexus Programs Inc. requires payment in advance for each month and all billing is on a 31 day basis with a pro-ration for the 1<sup>st</sup> month, no pro-rations for succeeding months, and a pro-ration credit for final month. Payments will be automatically charged on the 30<sup>th</sup> day of each calendar month from the date of the initial activation date. Cashier check payments must be made by the 25<sup>th</sup> of the month for the preceding month.

Nexus Programs Inc. ("Lessor") requires that Agency and/or Lessee call Nexus Programs Inc. ("Lessor") to activate and deactivate all devices.

The terms and conditions set forth in the Lease agreement are in full force and effect for all devices ordered, leased, or in the possession of Lessee that have been provided by the Lessor.

Lessee agrees and understands that this lease agreement will cover any and all TrackerPAL devices ordered (leased) from Lessor regardless of the quantities, date of order (lease), length of lease terms, or funds due Lessor by Lessee.

Further, Lessee by ordering any device from Lessor gives their expressed and or implied permission to Lessor to immediately charge to the Lessee's account all funds due per the terms of this lease for all devices in the possession of the Lessee and Damaged/Lost/Stolen Device and Accessories replacement cost fees as set forth herein.

**Damaged/Lost/Stolen Devices and Accessories**

**Definition:** Any ReliAlert which has sustained damage to the casing or the strap that inhibits its' ability to function properly or not at all.  
Any ReliAlert accessories that have sustained damage which inhibits their ability to function properly or not at all.  
Any time a Client illegally removes the \_\_\_\_\_ and discards it.  
Any time a Client loses \_\_\_\_\_ accessories or has them stolen.

**The following are the Damaged/Lost/Stolen Device and Accessories replacement part cost fees and Security Deposit Options:**

- \_\_\_\_\_ A/C Charger (Replacement cost fee \$50.00)
- \_\_\_\_\_ Bracelet Device (Replacement cost fee \$1950.00)

**Security Deposit Options: For Bracelet Device:**

- \_\_\_\_\_ Option A: \$1950.00 deposit per device, the replacement cost of the Bracelet Device
- X   Option B: Insurance @ .50 cents per day with a deductible in the event of loss @ \$50.00

**Schedule of Fees:**

**YOU WILL BE CHARGED THESE FEES for services and violations. All violations will be reported to your supervision officer.**

**Fees for services and Violations of GPS Monitoring conditions by the client or offender:**

- \_\_\_\_\_ Installation / De-Installation: **\$50.00**
- \_\_\_\_\_ Any non-compliance requiring action by GPS Monitoring Solutions staff: **\$50.00**
- \_\_\_\_\_ Any non-compliance requiring a physical response by GPS Monitoring Solutions Staff: **\$100.00 plus mileage**
- \_\_\_\_\_ If location of the client or defendant is required if attempting to flee jurisdiction or GPS Tracking: **\$35.00 per hour plus mileage**
- \_\_\_\_\_ Disabling, damaging, or removing of the strap which requires a physical response by GPS Monitoring Solutions Staff: **\$100.00 plus mileage**
- \_\_\_\_\_ Non-compliance of an Inclusion Zone: **\$50.00**
- \_\_\_\_\_ Non-Compliance of an Exclusion Zone: **\$75.00**
- \_\_\_\_\_ Recovery of any equipment requiring a physical response: **\$250.00 plus mileage**
- \_\_\_\_\_ Court appearance caused as a result of any non-compliance: **\$75.00 per hour plus mileage**
- \_\_\_\_\_ Report Documentation other than normal daily reports resulting from any non-compliance issue: **\$50.00 per report**

By signing this lease agreement the lessee agrees to pay the above listed Fees, services, and any violation fees immediately upon notification by Lessor. Any failure to do so constitutes breach of contract and will be reported to you supervision officer.





# WHAT HAPPENS NEXT?

## DEFENDANTS WITH ICE DETAINERS

~CONTACT NEXUS PROGRAMS WITH ANY QUESTIONS - \_\_\_\_\_~

When an individual is arrested and held in custody because of an alleged violation of a state or local statute or ordinance, a bail bond is typically set by a magistrate judge. For individuals whose immigration status is questioned, an ICE detainer may be placed on the defendant with the local jail. This means that, **even if the defendant posts the local bail bond, they will be held and then transferred to immigration (ICE) custody.**

When an individual is approved for Nexus programs participation, the defendant enters into a supervision agreement with Nexus programs. If the defendant is held on an ICE detainer, **Nexus programs will approve the defendant and notify the bail bondsman so that the bail on the local or state charge can be posted.** Once this bail is posted, the defendant is transferred into immigration custody.

**Immigration makes their own decision whether to release or detain the defendant.**

If the defendant is released, he/she may be required to follow any number of conditions placed on them by ICE. These are COMPLETELY separate from conditions of bail or conditions of Nexus programs. If the defendant is detained, they have the right to petition the immigration court for bail. **Nexus programs will work with the defendant's immigration attorney to appear and testify to our program's findings at an immigration bond hearing.**

While the defendant proceeds through the local or state court process, they **may be required to wear a GPS tracking device through Nexus Programs.** They may also be required to wear a bracelet from immigration (ICE). ICE does not share supervision information with Nexus and Nexus does not share supervision information with ICE, so in some circumstances a defendant may be required to wear two separate devices. **Nexus programs has NO CONTROL over conditions set for the defendant by immigration (ICE).**

**Nexus programs will make information regarding successful completion of our supervision, monitoring, and diversion programs available to the immigration courts for consideration at any future removal proceedings, upon your request.**

Initial: \_\_\_\_\_

# ¿QUÉ PASA DESPUÉS?

## Los acusados con órdenes de detención de ICE

\_\_\_\_\_ ~~~ PROGRAMAS CON CUALQUIER PREGUNTA CONTACTO NEXUS

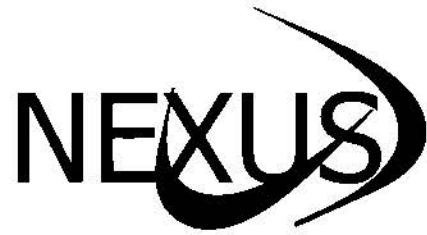
Cuando una persona es detenida y bajo custodia debido a una supuesta violación de una ley o una ordenanza estatal o local, la fianza se fija por lo general por un juez de primera instancia. Para los individuos cuyo estatus migratorio es cuestionada, una orden de detención del ICE se puede colocar en la parte demandada con la cárcel local. Esto significa que, aunque los mensajes de la parte demandada la fianza locales, que se llevarán a cabo y luego transferidos a (ICE) la custodia de inmigración. Cuando un individuo está aprobado para la participación Nexus programas, el demandado en un acuerdo para la supervisión de los programas Nexus. Si el demandado se celebra una orden de detención del ICE, los programas Nexus aprobarán el acusado y notificar al fiador de la fianza para que la libertad bajo fianza por el cargo local o estatal puede ser publicado. Una vez que esta fianza es pagada, el acusado es transferido a la custodia de inmigración.

Inmigración hace su propia decisión de liberar o detener al acusado. Si se suelta el acusado, él / ella puede tener que seguir cualquier número de condiciones impuestas sobre ellos por el ICE. Estos son totalmente independientes de las condiciones de la libertad bajo fianza o de las condiciones de los programas de Nexus. Si es detenido el acusado, que tienen el derecho de petición ante el tribunal de inmigración para la fianza. Programas Nexus trabajará con el abogado de inmigración del acusado a comparecer y dar testimonio de los resultados de nuestro programa en una audiencia de fianza de inmigración.

Mientras que el producto demandado a través del proceso de la corte local o estatal, pueden ser obligados a llevar un dispositivo de localización GPS a través de Programas de Nexus. También pueden ser obligados a llevar un brazalete de la inmigración (ICE). ICE no comparte la información de supervisión con Nexus y Nexus no comparten información de supervisión con el ICE, por lo que en algunas circunstancias el acusado puede ser obligado a llevar dos dispositivos separados. Nexus programas no tiene control sobre las condiciones establecidas para el acusado por la inmigración (ICE).

Programas Nexus harán información sobre la finalización con éxito de nuestra supervisión, monitoreo y programas de desvío a disposición de los tribunales de inmigración para su consideración en cualquier proceso de deportación futuro, a su solicitud.

Initial: \_\_\_\_\_



INVOICE#: \_\_\_\_\_

DATE: \_\_\_\_\_

**CLIENT INFORMATION:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

COURT/CHARGE: \_\_\_\_\_

**NEXUS PROGRAMS**

422 First Street, Shenandoah, VA. 22849

Phone: 540.652.1114

[www.nexusprograms.com](http://www.nexusprograms.com)

DATE	SERVICE(S)	Unit Price	Total
<b>TOTAL RECEIVED:</b>			

VISIT [WWW.NEXUSPROGRAMS.COM](http://WWW.NEXUSPROGRAMS.COM)

**From:** (b)(6),(b)(7)(C)  
**Sent:** 30 Oct 2013 18:32:37 +0000  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:** NEXUS information  
**Attachments:** Police report FFX City about NEXUS.pdf

Good afternoon,

Attached is a Fairfax City Police report outlining concerns of families who are reporting Freedom Bail Bonds is promoting and referring people to NEXUS for their bond posting needs. The Commonwealth Attorney Office does not have enough to pursue charges per the report but a lot of red flags appear. Not sure if it is an ICE concern but it does not make any sense for Freedom or Action Bail Bonds to be promoting this program without some sort of return.

(b)(6),(b)(7)(C)

Immigration and Customs Enforcement  
Deportation Officer  
Fairfax, VA

**FAX TRANSMITTAL SHEET**

City of Fairfax Police Department  
3730 Old Lee Hwy  
Fairfax, Virginia 22030  
Dispatch/Warrants (703) 385-7924  
Records (703) 385-7950  
Fax (703) 359-2488  
www.fairfaxva.gov



DATE: October 30, 2013

TO: U.S. Immigration and Customs Enforcement

FAX NUMBER: 703-285-6214

PHONE NUMBER: \_\_\_\_\_

FROM: City of Fairfax Police Dept. (Records) (b)(6),(b)(7)(C)

FAX NUMBER: 703-359-2488

PHONE NUMBER: 703-3 (b)(6),(b)(7)(C)

SUBJECT: Attn: (b)(6),(b)(7)(C)

Case #: (b)(6),(b)(7)(C)

NUMBER OF PAGES (Including Cover Page): 9

# Fairfax Police Incident Report Detail

Print Date/Time: 10/30/2013 13:12

Login ID: (b)(6),(b)(7)(C)

Case Number: (b)(6),(b)(7)(C)

ORI Number: FAIRFAX CITY POLICE  
(b)(6),(b)(7)(C)

**Case Details:**

Case Number: (b)(6),(b)(7)(C)	Incident Type: Fraud	
Location: (b)(6),(b)(7)(C)	Occured From: 09/19/2013 11:14	
	Occured Thru: 09/19/2013 11:14	
	Reported Date: 09/19/2013 11:14 Thursday	
Reporting Officer ID: (b)(6),(b)(7)(C)	Status: Closed by Exception	Status Date: 10/23/2013

**Case Assignments:**

Assigned Officer	Assignment Date/Time	Assignment Type	Assigned By Officer	Due Date/Time
<b>Associated Cases</b>				
<u>Associated Cases</u>	<u>Status</u>	<u>Assisting ORTs</u>	<u>Role</u>	
<u>Modus Operandi</u>	<u>Solvability Factors</u>	<u>Weight</u>		
			Total:	

**Subjects**

Type	No.	Name	Address	Phone	Race	Sex	DOB/Age
Complainant	1	(b)(6),(b)(7)(C)		(703)5: (b)(6),(b)(7)(C)	(b)(6),(b)(7)(C)	(b)(6),(b)(7)(C)	(b)(6),(b)(7)(C)
Suspect	1						
Suspect	2						
Victim	1						
Victim	2						

# Fairfax Police Incident Report

## Detail

Print Date/Time: 10/30/2013 13:12  
 Login ID: (b)(6),(b)(7)(C)  
 Case Number: [Redacted]

ORI Number: FAIRFAX CITY POLICE  
 (b)(6),(b)(7)(C)

**Subject # 1-Complainant**

Primary: No  
 Name: (b)(6),(b)(7)(C)  
 Address: (b)(6),(b)(7)(C)  
 Primary Phone: (b)(6),(b)(7)(C)  
 Resident Type: [Redacted]  
 Disposition: [Redacted]

Race: (b)(6),(b)(7)(C)  
 Height: [Redacted]  
 Eyes: [Redacted]  
 SSN: [Redacted]  
 Resident Status: [Redacted]  
 Date: [Redacted]

Sex: Male  
 Weight: (b)(6),(b)(7)(C)  
 Hair: [Redacted]  
 DVL #: (b)(6),(b)(7)(C)  
 Statement Type: [Redacted]  
 Custody Status: [Redacted]

DOB: (b)(6),(b)(7)(C)  
 Build: [Redacted]  
 Age: (b)(6),(b)(7)(C)  
 State: VA

Related Offenses

Related Weapons

Victim/Offender Relationship

Transported By: [Redacted]      Extent of Injury: [Redacted]      Hospital: [Redacted]  
 Domestic Violence: [Redacted]      Domestic Violence Referrals: [Redacted]      Federal Agencies Involved: [Redacted]  
 Condition: [Redacted]      Medical Treatment: [Redacted]

Missing Person Information

**Subject # 1-Suspect**

Primary: No  
 Name: (b)(6),(b)(7)(C)  
 Address: (b)(6),(b)(7)(C)  
 Primary Phone: [Redacted]  
 Resident Type: [Redacted]  
 Disposition: [Redacted]

Suspect Type: [Redacted]  
 Race: (b)(6),(b)(7)(C)  
 Height: (b)(7)(C)  
 Eyes: (C)  
 SSN: (b)(6),(b)(7)(C)  
 Resident Status: Nonresident  
 Date: [Redacted]

Suspect  
 Sex: (b)(6),(b)(7)(C)  
 Weight: (b)(7)(C)  
 Hair: [Redacted]  
 DVL #: (b)(6),(b)(7)(C)  
 Statement Type: [Redacted]  
 Custody Status: [Redacted]

DOB: (b)(6),(b)(7)(C)  
 Build: [Redacted]  
 Age: (b)(6),(b)(7)(C)  
 State: VA

Related Offenses

Related Weapons

Victim/Offender Relationship

No.	Type	Name	Relationship
1	Suspect	(b)(6),(b)(7)(C)	Victim was Otherwise Known

Transported By: [Redacted]      Extent of Injury: [Redacted]      Hospital: [Redacted]  
 Domestic Violence: [Redacted]      Domestic Violence Referrals: [Redacted]      Federal Agencies Involved: [Redacted]  
 Condition: [Redacted]      Medical Treatment: [Redacted]

Missing Person Information

# Fairfax Police Incident Report

## Detail

Print Date/Time: 10/30/2013 13:12

Login ID: (b)(6),(b)(7)(C)  
 Case Number: [Redacted]

ORI Number: [Redacted] **FAIRFAX CITY POLICE**  
 (b)(6),(b)(7)(C)

**Subject # 2-Suspect**

Primary: No  
 Name: (b)(6),(b)(7)(C)  
 Address: (b)(6),(b)(7)(C)

**Suspect Type:** Suspect  
**Race:** (b)(6),  
**Height:** (b)(7)  
**Eyes:** (C)  
**SSN:** (b)(6),(b)(7)(C)

**Sex:** Male  
**Weight:** (b)(6),(b)(7)(C)  
**Hair:** (b)(6),(b)(7)(C)  
**DOB:** (b)(6),(b)(7)  
**Build:** (b)  
**Age:** (b)  
**State:** VA

Primary Phone:  
 Resident Type: Nonresident  
 Disposition:  
 Date:

Statement Type:  
 Custody Status:

Related Offenses

Related Weapons

Victim/Offender Relationship

No.	Type	Name	Relationship
2	Suspect	(b)(6),(b)(7)(C)	Victim was Otherwise Known

Transported By:                      Extent of Injury:                      Hospital:  
 Domestic Violence:                  Domestic Violence Referrals:              Federal Agencies Involved:  
 Condition:                              Medical Treatment:

Missing Person Information

**Subject # 1-Victim**

Primary: No  
 Name: (b)(6),(b)(7)(C)  
 Address: (b)(6),(b)(7)(C)

**Victim Type:**  
**Race:** (b)(6),  
**Height:** (b)(7)(C)  
**Eyes:** (b)(6),(b)(7)(C)  
**SSN:** (b)(6),(b)(7)(C)

**Individual**  
**Sex:** Male  
**Weight:** (b)(6),(b)(7)(C)  
**Hair:** (b)(6),(b)(7)(C)  
**DOB:** (b)(6),(b)(7)(C)  
**Build:** (b)  
**Age:** (b)  
**State:** MD

Primary Phone:  
 Resident Type: Nonresident  
 Disposition:  
 Date:

Statement Type:  
 Custody Status:

Related Offenses

Related Weapons

Victim/Offender Relationship

Transported By:                      Extent of Injury:                      Hospital:  
 Domestic Violence:                  Domestic Violence Referrals:              Federal Agencies Involved:  
 Condition:                              Medical Treatment:

Missing Person Information



# Fairfax Police Incident Report

## Detail

Print Date/Time: 10/30/2013 13:12  
 Login ID: (b)(6),(b)(7)(C)  
 Case Number: [Redacted]

ORI Number: FAIRFAX CITY POLICE  
 (b)(6),(b)(7)(C)

**Subject #** 2-Victim

Primary: No  
 Name: (b)(6),(b)(7)(C)  
 Address: (b)(6),(b)(7)(C)

Victim Type:  
 Race: (b)(6),(b)(7)(C)  
 Height: (b)(6),(b)(7)(C)  
 Eyes: [Redacted]  
 SSN: [Redacted]

Individual  
 Sex: (b)(6),(b)(7)(C)  
 Weight: (b)(6),(b)(7)(C)  
 Hair: (b)(6),(b)(7)(C)  
 DOB: (b)(6),(b)(7)(C)  
 Build: [Redacted]  
 Age: (b)(7)(C)  
 State: VA

Primary Phone: [Redacted]  
 Resident Type: [Redacted]  
 Disposition: [Redacted]  
 Resident Status: Nonresident  
 Date: [Redacted]

Statement Type: [Redacted]  
 Custody Status: [Redacted]

Related Offenses:

Related Weapons:

Victim/Offender Relationship:

Transported By: [Redacted]      Extent of Injury: [Redacted]      Hospital: [Redacted]  
 Domestic Violence: [Redacted]      Domestic Violence Referrals: [Redacted]      Federal Agencies Involved: [Redacted]  
 Condition: [Redacted]      Medical Treatment: [Redacted]

Missing Person Information:

**Arrests**

**Property**

Date	Code	Type	Make	Model	Description	Tag No.	Item No.
10/15/2013	Evidence (Non-IBR)	Other			1 GPS ANKLE BRACELET		

Seq # 1

Tag Number: [Redacted]      Item Number: [Redacted]  
**Property Codes:**      Property Type: Other      Property Class: [Redacted]      Date Received: 10/15/2013  
 Evidence (Non-IBR)      UCR Value: \$200 and over      Initial Value: \$620.00      Stolen Location: [Redacted]  
 Quantity: 1.000      Unit of Measure: Each      Measurement Source: [Redacted]      Description: 1 GPS ANKLE BRACELET

Make: [Redacted]      Model: [Redacted]      Style: [Redacted]      Style Desc: [Redacted]  
 Year: [Redacted]      OAN: [Redacted]      Serial #: [Redacted]      Color: [Redacted]  
 Condition: [Redacted]      Reg. Type: [Redacted]      Reg. ORI: [Redacted]      Reg. Number: [Redacted]  
 Reg. State: [Redacted]      Reg. Year: [Redacted]      Reg. Date: [Redacted]      Reg. Expiration: [Redacted]

Recovery Information:

Location: [Redacted]      Date: [Redacted]      Code: [Redacted]      Value: [Redacted]  
 RFOJ?: [Redacted]      ORI: [Redacted]

Associated Subjects:

Type	Name	Address	Phone	Notified How	Date
Owner	(b)(6),(b)(7)(C)	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Insurance Company: [Redacted]      Policy Number: [Redacted]      Lien Holder: [Redacted]

On September 19, 2013 at approximately 1114 hours, I was dispatched to the lobby of Police Headquarters (3730 Old Lee Highway) for a fraud report.

Upon my arrival, I spoke with attorney (b)(6),(b)(7)(C) who was representing the victims, Ms. (b)(6),(b)(7)(C) and (b)(6),(b)(7)(C) both of whom were present in the lobby.

(b)(6),(b)(7)(C) advised that earlier this year, Freedom Bail Bonds (10610 Main Street) started promoting the Nexus program, which claims it can "get defendants with ICE detainees out of ICE custody. Nexus charges a \$620 fee up front and then \$420 per month during the pendency of the state case once the defendant is released from ICE custody. (b)(6),(b)(7)(C) advised that each of his clients had entered into a contract with Nexus and had not received the paid-for services. I spoke with each of his clients:

(b)(6),(b)(7)(C) advised that her ex-husband had posted bond for a misdemeanor offense, but had been held on an ICE detainer. (b)(6),(b)(7)(C) was referred to Nexus by Freedom Bail Bonds and told that the program could help her ex-husband. She spoke with (b)(6),(b)(7)(C) and Mr. (b)(6),(b)(7)(C) founders of Nexus. (b)(6),(b)(7)(C) advised that (b)(6),(b)(7)(C) and (b)(6),(b)(7)(C) told her that they could get her ex-husband out of ICE custody and would then monitor him with a GPS ankle bracelet. (b)(6),(b)(7)(C) paid an initial fee of \$620 to Nexus via credit card, but she canceled the charge when she was advised by (b)(6),(b)(7)(C) that the program was a scam.

(b)(6),(b)(7)(C) advised that he had been held on an ICE detainer after posting bond on a malicious wounding charge. He advised that his girlfriend paid Nexus \$620 to get him released from ICE custody. After (b)(6),(b)(7)(C) was released from ICE custody (through no action of Nexus), he met with (b)(6),(b)(7)(C) to ask if he could be refunded his \$620. (b)(6),(b)(7)(C) advised him that the court required him to wear an ankle bracelet and that the \$620 he paid would be credited to the cost of the bracelet. (b)(6),(b)(7)(C) then spoke to (b)(6),(b)(7)(C) who advised him that the court knew of no such agreement and that the Nexus program was a scam. Mr. (b)(6),(b)(7)(C) removed the ankle bracelet from (b)(6),(b)(7)(C) and left it at Freedom Bail Bonds for Nexus.

(b)(6),(b)(7)(C) advised that Nexus also encouraged their clients to fire their current immigration attorney, if they had one, and to retain Nexus's recommended lawyer, (b)(6),(b)(7)(C) (703-99-(b)(6),(b)(7)(C) advised that he had researched (b)(6),(b)(7)(C) and determined that his law license had been suspended and later reinstated and that he did not practice immigration law.

(b)(6),(b)(7)(C) advised that (b)(6),(b)(7)(C) had a criminal history of larceny, fraud, and forgery. He advised that he thinks that the Nexus program collects money from defendants on the assumption that the money will be used to litigate their release from ICE custody, but that Nexus makes no act in furtherance of such goal.

(b)(6),(b)(7)(C) provided me with a packet of information regarding Nexus, two pages of which are a contract between Nexus and (b)(6),(b)(7)(C) girlfriend. Based on my reading of the contract, Nexus makes no claims in writing that they will work with ICE to effect the release of detainees, nor do they claim to be able to impact immigration's decision "whether to release or detain the defendant." However, based on the victims' statements that Nexus verbally claimed to get the defendants out of ICE custody, and the totality of the circumstances surrounding the case, it appears that this case is more than a civil contract dispute.

#### FOLLOW-UP ACTIONS

On September 23, 2013 I spoke with Fairfax County Detective (b)(6),(b)(7)(C) (571-64-(b)(6),(b)(7)(C) who had originally been approached by (b)(6),(b)(7)(C) about the case. Detective (b)(6),(b)(7)(C) advised that he (b)(6),(b)(7)(C) had begun work on the case, but had turned it over to Fairfax City when he realized that the financial transactions took place inside city limits. He advised that he knew of eight victims

associated with the Nexus program and that he had spoken to ICE, who said they had never heard of the Nexus program. He also spoke with Special Agent (b)(6), with the Department of Criminal Justice Services and advised him of the case. He was unsure of Special Agent (b)(6), (b)(7)(C) follow-up actions.

(b)(6), (b)(7)(C) On September 23, 2013 I was contacted by Commonwealth Attorney (b)(6), (b)(7)(C) office: 540-56 [redacted] 24-hour: 540-5 [redacted] from Harrisonburg. (b)(6), (b)(7) advised that she was familiar with (b)(6), (b)(7)(C) and (b)(6), (b)(7) because of a few cases she had worked in her jurisdiction. She advised that both suspects had more than 10 felony convictions and that both suspects were currently on probation out of Williamsburg, Louisa, and Hanover. She advised that she was willing to fully cooperate in our investigation.

On September 23, 2013 I was contacted by immigration attorney (b)(6), (b)(7)(C) (703-7 [redacted]) (b)(6), (b)(7)(C) who advised that a client of his (b)(6), (b)(7)(C) had also been "scammed" by Nexus. Mr. (b)(6), (b)(7)(C) advised that he was contacted by (b)(6), (b)(7)(C) brother, (b)(6), (b)(7)(C) who paid Nexus \$620 as an initial fee for his brother. He advised that (b)(6), (b)(7)(C) is in the Rappahannock Regional Jail in ICE custody and that he did not think there was a chance for his release because he was deported in the past and has illegally reentered the country. Mr. (b)(6), (b)(7)(C) forwarded me an email with additional information about Nexus.

I have advised each victim, witness, or complainant that the case will be turned over the CID for further investigation.

Nothing further to report.

**CASE SUPPLEMENT**

(b)(6),(b)(7)(C)

**OFFENSE - Obtaining Money by False Pretenses**

**OFFENSE DATE - September 19, 2013**

**SUPPL. DATE - October 22, 2013**

**SUSPECT #01 -** (b)(6),(b)(7)(C)

[Redacted]

**SUSPECT #02 -** (b)(6),(b)(7)(C)

[Redacted]

**Complainant -** (b)(6),(b)(7)(C)

[Redacted]

On September 19, 2013, (b)(6),(b)(7)(C) (complainant) reported that earlier this year, Freedom Bail Bond (b)(6),(b)(7)(C) started promoting the Nexus program, which claims it can "get defendants with ICE detainers out of ICE custody." Nexus charges a \$620 fee up front and then \$420 per month during the pendency of the case once the defendant is released from ICE custody. (b)(6),(b)(7)(C) advised that each of his clients had entered into a contract with Nexus and had not received the paid-for services. Both clients were interviewed by Officer (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) advised that her ex-husband had posted bond for a misdemeanor offense, but had been held on an ICE detainer. (b)(6),(b)(7)(C) was referred to Nexus by Freedom Bail Bond and told that the program could help her ex-husband. (b)(6),(b)(7)(C) spoke with (b)(6),(b)(7)(C) and (b)(6),(b)(7)(C) founders of Nexus. (b)(6),(b)(7)(C) advised that she was told that Nexus could get her ex-husband out of ICE custody and would then monitor him with a GPS ankle bracelet. (b)(6),(b)(7)(C) paid an initial fee of \$620 to Nexus via credit card, but she canceled the charge when she was advised by (b)(6),(b)(7)(C) that the program was a scam.

(b)(6),(b)(7)(C) advised that he had been held on an ICE detainer after posting bond on a malicious wounding charge. He advised that his girlfriend paid Nexus \$620 to get him released from ICE custody. After (b)(6),(b)(7)(C) was released from ICE custody (through no action of Nexus), he met with (b)(6),(b)(7)(C) to ask if he could be refunded his \$620. (b)(6),(b)(7)(C) advised him that the court required him to wear an ankle bracelet and that the \$620 he paid would be credited to the cost of the bracelet. (b)(6),(b)(7)(C) then spoke to (b)(6),(b)(7)(C) who advised him that the court knew of no such agreement and that the Nexus program was a scam. Mr. (b)(6),(b)(7)(C) removed the ankle bracelet from (b)(6),(b)(7)(C) and left it at Freedom Bail Bond for Nexus.

(b)(6),(b)(7)(C) also advised Officer (b)(6),(b)(7)(C) that Nexus also encouraged their clients to fire their current immigration attorney, if they had one, and to retain Nexus' recommended lawyer, (b)(6),(b)(7)(C). (b)(6),(b)(7)(C) advised that he had researched (b)(6),(b)(7)(C) and determined that his law license had been suspended and later reinstated and that he did not practice immigration law.

I spoke with (b)(6),(b)(7)(C) about this case and (b)(6),(b)(7)(C) advised me the same information that he told to Officer (b)(6),(b)(7). I reviewed the contract and paperwork from Nexus. Based on my reading of the contract, Nexus makes no claims in writing that they will work with ICE to affect the release of detainees, nor do they claim to be able to impact immigration decisions "whether to release or detain the defendant".

Sgt. (b)(6),(b)(7)(C) and I spoke with (b)(6),(b)(7)(C) at Freedom Bail Bonding located at (b)(6),(b)(7)(C). (b)(6),(b)(7)(C) was going to the courthouse but he spoke with me for five minutes. Mr. (b)(6),(b)(7)(C) stated that his company (Nexus) provides a GPS tracking device to people on ICE detainers and Nexus does not make any release decisions. (b)(6),(b)(7)(C) advised that the contracts are signed at the courthouse and some at Freedom Bail Bonding and some all over Northern Virginia. (b)(6),(b)(7)(C) stated that he had to run but would call me later and advised me that he would put a few things in writing.

On September 30, 2013, I was contacted by (b)(6),(b)(7) (Attorney) who advised me that he was representing (b)(6),(b)(7)(C) and (b)(6),(b)(7)(C) from Nexus. (b)(6),(b)(7)(C) advised me that he will meet with me and present a packet of his clients facts.

On October 1, 2013, I met with (b)(6),(b)(7)(C) at Police Headquarters. (b)(6),(b)(7) advised that Nexus is merely providing GPS tracking technology to licensed bail bond agents, or directly to defendants who are referred to them by licensed bail bond agents. They are not bonding any defendants. They are basically selling this GPS technology to defendants who are required by court to have GPS or who are referred by bail bond agents who want them to have GPS. These GPS tracking devices are offered by Nexus at the request or referral of a bail bond company or when a defendant is ordered by a court to have GPS.

For example, the bail bond agent may want a GPS system used on a defendant pursuant to a court ordered condition of bond or suspended sentence (e.g. court orders as a condition of bond that the defendant must wear a GPS bracelet), or pursuant to an agreement that the defendant and the bail bond company have made (e.g. defendant: "I would like you to post my bond." Bail bond agent, I'm not quite sure I trust that you will appear in court, but will post bond for you if you agree to GPS monitoring." Use of GPS devices are particularly useful when defendants have ICE detainers, as they significantly deduce the risk that the defendant will fail to appear for court. Mr. (b)(6),(b)(7)(C) also stated that Nexus provides full disclosure of their program and conditions to the defendants. Be sure to remember that these defendants are actually the bail agents' clients. Again Nexus is providing the GPS technology that is either required by the court, for defendants referred by the bail agents, or are required by the bail agent as a condition of posting the bond.

On October 4, 2013, at approximately 1000 hours, I met with Assistant Commonwealth Attorney (b)(6),(b)(7)(C) who reviewed this case and declined to prosecute this case at this time, but agreed it is very shady.

This case is closed by exception - prosecution is declined by the Commonwealth Attorney's Office.

(b)(6),(b)(7)(C)

**From:** (b)(6),(b)(7)(C)  
**Sent:** Monday, November 04, 2013 9:24 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** Nexus  
**Attachments:** POSSIBLE BOND ISSUE RELATING TO COMPANY CALLED NEXUS; NEXUS information ; NEXUS

Good morning,

On 10/29/2013 Action Bail Bonds requested approval to post bond for (b)(6),(b)(7)(C). The bond order signed by JJ Schmidt noted that the alien must comply with Nexus Program. Not being familiar with the Nexus program I performed an internet query and called the number associated. I gave no info about the alien only asked for a call back wanting info about the program. I thought the program may in some way be related to state probation program but found out it was not. (b)(6),(b)(7)(C) from the company called me back and said NEXUS provides the collateral amount to the surety company for aliens who cannot post entire bonds ( NEXUS does this for state criminal bonds too). (b)(6),(b)(7)(C) said they provide intensive case supervision and that he is a pastor for a church wanting to help. He knew the alien's name in the attached order and said he was working with Action Bail Bonds on the case. I told him he would get no info about this case from ICE and our office will only deal with obligor or surety for all bonds. He was super nervous talking to me and seemed to have a preset speech about his services rehearsed.

A little while later I spoke to OCC (b)(6),(b)(7)(C) who forwarded me an email from private attorney (b)(6),(b)(7)(C). Private attorneys have gathered information about the persons in charge of NEXUS. I tried to research further and believe (b)(6),(b)(7)(C) has (b)(6),(b)(7)(C) (11 FELONY CONVICTIONS PER TECS). The other person listed (b)(6),(b)(7)(C) appears to have (b)(6),(b)(7)(C) (10 FELONY CONVICTIONS PER TECS). Both have very long criminal histories relating to mostly fraud and are on active probation. OCC said people from NEXUS are providing information and coming to hearings on behalf of the program in support of aliens. There is an attorney who is linked to the Nexus program, (b)(6),(b)(7)(C).

I met with Detective (b)(6),(b)(7)(C) from the Fairfax City PD on 10/31/2013. He provided documentation found during his investigation. Det. (b)(6),(b)(7)(C) said the Commonwealth Attorney for the case is not going to allow for charges to be filed unless the element of fraud is established. The CWA needs proof that the GPS devices being used on the aliens/criminals by Nexus are not functioning to prove fraud. Based on my conversations with 2 aliens and the attorney of other aliens none were even given the GPS tracking device they paid for. Detective (b)(6),(b)(7)(C) spoke to (b)(6),(b)(7)(C) attorney, (b)(6),(b)(7)(C) and a copy of his statement about the Nexus program is attached. Attorney (b)(6),(b)(7)(C) claims Bail Bond Agents refer detained individuals and their families to Nexus to provide GPS tracking. The GPS tracking is at the request of the Bail Bond Agents and Nexus provides bail mitigation reports to the Bail Agent. There is also an attachment from the owner of Freedom Bail Bonds outlining his knowledge that a client of his is being monitored by Nexus. Detective (b)(6),(b)(7)(C) will be out of the office until mid-November and is not aware I spoke to the 2 aliens who never received the devices they purchased. Both Detective (b)(6),(b)(7)(C) and Attorney (b)(6),(b)(7)(C) claim Nexus had an office inside of Freedom Bail Bonds office. It is unknown if the office is still there at this time.

I spoke to two aliens 11/1/2013: (b)(6),(b)(7)(C) (aka (b)(6),(b)(7)(C)) and (b)(6),(b)(7)(C). Both are enrolled in AITD and supervision efforts on the case are coordinated between the contractor and ICE ERO. (b)(6),(b)(7)(C) claims to be represented by the attorney who works with Nexus, (b)(6),(b)(7)(C). (b)(6),(b)(7)(C) claims he paid money to Nexus and was given a \$100 discount because he already had a (b)(6),(b)(7)(C) monitoring bracelet. (b)(6),(b)(7)(C) has only had a (b)(6),(b)(7)(C) monitor and never had any GPS device on his person from Nexus, but the company still charged the fee. (b)(6),(b)(7)(C) claims her sister (b)(6),(b)(7)(C) (phone number (b)(6),(b)(7)(C)) went to the bond agents office and paid Nexus. The company claimed they would go to Prince William Adult

Detention Center and place the GPS device on (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) fell the ICE detainer and was released on ATD. When she began talking about the case with (b)(6),(b)(7)(C) she realized the approximately \$600 device fee and \$200 initiation fee was not paid for the ICE ERO and (b)(6),(b)(7)(C) program she was upset. Nexus will not return the money and has not returned (b)(6),(b)(7)(C) calls.

There are multiple documents/contracts from Nexus. In one Nexus document (attached) the company states "ICE does not share supervision information with Nexus and Nexus does not share supervision information with ICE." In the contract the alien claims a \$100 discount was applied because the alien already had a monitor with (b)(6). So if no info is shared by the two how is the ICE device being the only form of monitoring something Nexus can charge for.

Below is the website to the River Church where (b)(6),(b)(7)(C) is the internet ordained minister.  
<http://www.riverchurchharrisonburg.com/>

Attachments are labeled with where I received the information (ie Detective or from (b)(6)) There are emails forwarded from alien attorney (b)(6),(b)(7)(C) There are a number of other attorneys who have information and encounters they or their clients have had with Nexus. Attorneys include: (b)(6),(b)(7)(C)

I understand (b)(6),(b)(7)(C) and (b)(6),(b)(7)(C) may have reached out to aliens while in ICE custody and could have visited the jails. Our NDS officers are going to attempt to check visitation logs to see if these individuals are visiting. ICE ERO Washington Field Office deals frequently with Action Bail Bonds but it has been a number of years since Freedom Bail Bonds initiated a bond request. Both companies are insured by Bankers Insurance. Freedom Bail Bonds still advertises involvement with immigration bonds and could have active accounts with other ICE ERO offices.

All of the above emails and information has been distributed to our POC for bonds at HQ (b)(6),(b)(7)(C) HSI, (b)(6),(b)(7)(C) has briefed management on the case and they have agreed to open a preliminary investigation on the matter. Both (b)(6) and (b)(6),(b)(7)(C) claim The Washington Post is researching Nexus for an upcoming expose.

Thank you,

(b)(6),(b)(7)(C)

Immigration and Customs Enforcement  
Deportation Officer  
Fairfax, VA

(b)(6),(b)(7)(C)

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**From:** (b)(6),(b)(7)(C)  
**Sent:** Thursday, December 26, 2013 5:46 PM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** POA  
**Attachments:** check for POA IFIM0002.xls

Attached is BMIS query I ran for month of December across US surety bonds. I have not looked at all of the ones he posted but the ones I have looked at I don't see any POA listed anywhere. I think maybe BFC is keeping these on record and up with them somehow. I recall hearing that too but not sure if I heard it incorrectly. Maybe it could be a topic to bring up with BFC themselves or (b)(6),(b)(7)(C)

I am going to change my web ta if you have not signed it yet since I am staying later because of this mess.

Thanks,

(b)(6),(b)(7)(C)



**From:** (b)(6),(b)(7)(C)  
**Sent:** 29 Oct 2013 21:26:20 +0000  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:** POSSIBLE BOND ISSUE RELATING TO COMPANY CALLED NEXUS  
**Attachments:** NexusDocs.pdf, (b)(6),(b)(7)(C).pdf

Good afternoon,

Not sure if HQ has been made aware of possible issues relating to a company called NEXUS. I had a case earlier today where the IJ (see attached order) granted bond, but made one of the terms of release that alien must comply with NEXUS program. Not knowing what the program was I queried on internet and called the number. I gave no info about the alien only asked for a call back wanting info about the program. I thought the program may in some way be related to state probation program but found out it was not. (b)(6),(b)(7)(C) from the company called me back and said NEXUS provides the collateral amount to the surety company for aliens who cannot post entire bonds ( NEXUS does this for state criminal bonds too). (b)(6),(b)(7)(C) said they provide intensive case supervision and that he is a pastor for a church wanting to help. He knew the alien's name in the attached order and said he was working with Action Bail Bonds on the case. I told him he would get no info about this case from ICE and our office will only deal with obligor or surety for all bonds. He was super nervous talking to me and seemed to have a preset speech about his services rehearsed.

A little while later I spoke to OCC (b)(6),(b)(7)(C) who forwarded me the below info. Private attorneys have gathered information about the persons in charge of NEXUS. I tried to research further and believe (b)(6),(b)(7)(C) has (b)(6),(b)(7)(C) (11 FELONY CONVICTIONS PER TECS). The other person listed (b)(6),(b)(7)(C) appears to have (b)(6),(b)(7)(C) 10 FELONY CONVICTIONS PER TECS). Both have very long criminal histories relating to mostly fraud.

I am concerned that our IJ's are putting requirements in their orders that aliens have to comply with programs such NEXUS. OCC said people from NEXUS are providing information and coming to hearings on behalf of the program in support of aliens. I can get more info but was not sure if it is something of interest or I am wasting my time. It would appear there could be an agreement between the surety company and Nexus company and they are getting hefty fees for no real service. I cannot breach a bond for non-compliance with NEXUS program rules but the surety company can request alien be locked back up if they don't want to be represented on the bond. It would seem if the two are working together they have quite a lucrative business given the fees. If the alien no longer wants to pay the fees to NEXUS then Action Bail Bonds or whatever surety company is listed contacts ERO saying they want to bring the alien in and usually we have complied with their requests.

Diane is out today but likely will be tomorrow. I highlighted the questions below posed by the private bar attorney and I feel I have answered them in my comments above. Is there any way to trace if Action Bail Bonds is actually accepting collateral payment for these bonds from Nexus representative? A person not listed above (b)(6),(b)(7)(C) is on the I 352 posted from IJ bond order attached from today. I don't have definitive info on (b)(6),(b)(7)(C) to run his criminal history or even know if he exists. I would like to ask (b)(6),(b)(7)(C) Action Bail Bonds) to provide identification documentation for (b)(6),(b)(7)(C) but don't know if I should or can make that request. The I 352 shows the alien and (b)(6),(b)(7)(C) addresses are the same, which seems strange if this is a company representative posting the bond.

Let me know if you think anything of this or if we should just drop the issue.

Thank you,

(b)(6),(b)(7)(C)

Deportation Officer  
Fairfax, VA

**From:** (b)(6),(b)(7)(C)

**Sent:** Tuesday, October 29, 2013 2:09 PM

**To:** (b)(6),(b)(7)(C)

**Subject:** FW: [VADefenses] EVERYONE READ THIS!! - About Nexus Program

**From:** (b)(6),(b)(7)(C)

**Sent:** Tuesday, September 17, 2013 12:02 PM

**To:** (b)(6),(b)(7)(C)

**Subject:** Fwd: [VADefenses] EVERYONE READ THIS!! - About Nexus Program

(b)(6),(b)(7)(C)

This is the information I spoke with you about today. This is a link to the pastor's mugshots: <http://media.mgnetwork.com/mex/content/mostwanted.pdf>

Best,

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Attorney/Abogada

(b)(6),(b)(7)(C) Legal PLLC

218 North Lee Street, Suite 327

Alexandria, VA 22314

Tel: (703) 733-(b)(6),(b)(7)(C)

Fax: (703) 955-3356

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On 14 Sep 2013 at 1:18, David Bernhard wrote:

Listmates:

Some time this year Freedom Bail started promoting the "Nexus Program" advising a number of attorneys that Nexus can get defendants with ICE detainers out of ICE custody. Freedom allowed Nexus to come to their offices and use their premises to provide their services. Freedom does not receive rent or compensation from Nexus. According to Freedom all of Freedom's representations are based on representations made to them by Nexus and on the fact that they would see defendants released from ICE custody. Freedom did not personally check out whether these individuals were released based on the involvement from the Nexus program or were released for other reasons such as having an attorney argue bond or by ICE discretion. Freedom also appears not to know how the program works, if at all with ICE, nor have called ICE to see if there is any benefit from Nexus.

When a person has an ICE detainer, Freedom might post their bond and then refer them to Nexus. Nexus charges a \$620 fee up front and then \$420 per month during the pendency of the state case once the defendant is released from ICE custody. I am attaching a copy of typical Nexus documentation signed by defendants.

The Nexus Program has an "Executive Director", (b)(6),(b)(7)(C) and another employee, (b)(6),(b)(7)(C)

Before allowing your client to do any business with any entity including but not limited to Nexus, it may be prudent to ask a few questions (see A through R below), listed here rhetorically, which may or may not be applicable to your defendant. These are questions to ask and do not necessarily imply an answer:

A) WHAT KIND OF CRIMINAL CONVICTIONS DO ITS PRINCIPALS HAVE?

Well I have asked myself that question and have come up with the following according to the Court Case information and CPAN sites (however, do your own due diligence by checking for yourself--there are also various other charges that have been dismissed which are not included below):

For (b)(6),(b)(7)(C)

1) Felony Bad Check (18.2-181) - Louisa County Circuit Court - (b)(6),(b)(7)(C) - sentenced to two years suspended - supervised probation for 2 years

2) Felony Obtaining money by false pretenses - Williamsburg/James city Circuit Court - (b)(6),(b)(7)(C) - sentenced to 5 years with 4 suspended, with 9 years supervised probation

3) Felony Bad Check (18.2-181) - Hanover County Circuit Court - (b)(6),(b)(7)(C) - sentenced to 5 years with 4 years 10 months suspended

4) Felony Driving After being declared habitual offender (46.2-357) -

Winchester Circuit Court - (b)(6),(b)(7)(C) -  
sentenced to 2 years with all that suspended

5) Grand Larceny by check (18.2-181) - Fairfax Circuit Court -  
(b)(6),(b)(7)(C) - sentenced to 4 years with 3  
suspended, consecutive with (b)(6),(b)(7)(C)

6) Felony Uttering forged check (18.2-172) - Fairfax Circuit Court -  
(b)(6),(b)(7)(C) - sentenced to 4 years with 3  
suspended - two counts - concurrent sentence - mental health  
counseling condition depicted on C-PAN

7) Misdemeanor bad check (18.2-181) - York County-Poquoson Circuit  
Court - (b)(6),(b)(7)(C) - sentenced to 12 months  
with 9 months suspended

8) Misdemeanor bad check (18.2.181) - York County-Poquoson Circuit  
Court - (b)(6),(b)(7)(C) - sentenced to 12 months  
with 9 months suspended, consecutive to other charge

For (b)(6),(b)(7)(C)

1) Felony Obtaining money by false pretenses (18.2-178 ) -  
Williamsburg/James City County Circuit Court - (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) - sentenced to 5 years with 4 suspended - 9 years  
probation

2) Felony Bad check (18.2-181) - Hanover County Circuit Court -  
(b)(6),(b)(7)(C) - sentenced to 5 years with 4 years  
10 months suspended

3) Grand Larceny (18.2-95) - Arlington County Circuit - (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) - sentenced to 4 years with 3 years 4 months  
suspended, to run consecutive with other charges

4) Forgery of a public document (18.2-95) Arlington County Circuit  
Court - (b)(6),(b)(7)(C) - sentenced to 4 years  
with 3 years 4 months suspended, to run consecutive with other charges

5) Felony Bad Check (18.2-181) - Newport News Circuit Court -  
(b)(6),(b)(7)(C) - sentenced to 3 years suspended

6) Felony obtaining money by false pretenses (18.2-178) - Winchester  
Circuit Court - (b)(6),(b)(7)(C) - sentenced to 1  
year 6 months with all that suspended

B) SINCE NEXUS CLAIMS IN THEIR PAPERWORK TO "TRACK THE DEFENDANT  
PURSUANT TO THE BOND SET IN THE LOCAL CASE, WHICH IS CURRENTLY  
DOCKETED IN THE FAIRFAX COURT" WHY IS A DEFENDANT PAYING ANYTHING IF  
NEITHER THE COURT NOR FREEDOM HAS MADE THE MONITORING A CONDITION  
OF  
BOND? (source: "Nexus Client Information Sheet" )

C) WHAT "REPORTS AND FINDINGS" DOES NEXUS MAKE AVAILABLE "FOR PRESENTATION AT AN IMMIGRATION BOND HEARING THAT MAY BE SCHEDULED BY THE DEFENDANT'S ATTORNEY"? (source: "Nexus What happens Next Sheet")

D) WHEN CALLING ICE ABOUT THE NEXUS PROGRAM DOES ANYONE THERE CONFIRM THE PROGRAM HAS ANY INFLUENCE AT ALL ON RELEASE DECISIONS AND WHAT IS THEIR TAKE ON THE NATURE OF THE NEXUS PROGRAM?

E) IF YOUR CLIENT IS RELEASED ON AN ICE BRACELET PURSUANT TO THE EFFORTS OF THEIR ATTORNEY OR BY ICE DISCRETION, WHY ARE THEY ALSO WEARING A SECOND NEXUS BRACELET IF NEITHER ICE NOR THE COURT HAS ORDERED IT IN YOUR CASE?

F) WHY IS THE \$620 NEXUS FEE NON-REFUNDABLE IF THE DEFENDANT IS NOT RELEASED FROM ICE CUSTODY?

G) WHAT IS THE RELATIONSHIP BETWEEN NEXUS AND THE ATTORNEY TO WHOM THEY REFER IMMIGRATION CLIENTS (b)(6),(b)(7)(C) [\(b\)\(6\),\(b\)\(7\)\(C\) .html \)?](http://www.diasporalaw.com)

H) WHAT VALID CONSIDERATION OR VALUE DOES NEXUS ACTUALLY PROVIDE IN RETURN FOR THEIR FEES?

J) HAVE ANY ORAL REPRESENTATIONS BEEN MADE TO YOUR CLIENTS BY NEXUS THAT THEY CAN GET THE CLIENTS OUT OF ICE CUSTODY BASED ON ENTRY INTO THEIR PROGRAM?

K) HAVE ANY ORAL REPRESENTATIONS BEEN MADE BY NEXUS THAT THEIR BRACELET IS REQUIRED BY THE FAIRFAX GDC COURT AND IS THAT TRUE IN YOUR CASE?

L) IF NEXUS HAS ANY INFLUENCE ON ICE CUSTODY DECISIONS WHY DOES THE DEFENDANT NEED AN ATTORNEY?

M) WHAT COMPENSATION DOES NEXUS GET WHEN AN ICE BOND IS POSTED THROUGH FREEDOM BAIL USING ACTION BAIL BONDS?

N) WHAT IF ANY REPRESENTATIONS HAVE BEEN MADE BY NEXUS WILL HAPPEN IF THE DEFENDANT TAKES OFF HIS BRACELET IN TERMS OF GETTING EITHER HIS ICE BOND OR CRIMINAL BOND REVOKED, AND WHAT ACTUAL FACTS ARE SUCH ASSERTIONS BASED UPON?

O) IS NEXUS POSTING COLLATERAL FOR THE ICE BOND IN YOUR CASE AND WHAT IS THE ARRANGEMENT BETWEEN THEM AND ACTION BONDS?

P) IF NEXUS IS POSTING COLLATERAL FOR AN ICE BOND, WHAT PIECE OF PAPER REQUIRES THE DEFENDANT TO CONTINUE TO WEAR THEIR BRACELET AND PAY THEIR FEES INDEFINITELY UNTIL THAT DEFENDANT POSTS ALL THE COLLATERAL HIMSELF?

Q) IF "ICE DOES NOT SHARE SUPERVISION INFORMATION WITH NEXUS AND NEXUS DOES NOT SHARE SUPERVISION INFORMATION WITH ICE" WHAT IS THE PURPOSE OF THE NEXUS BRACELET IN CASES WHERE IT HAS NOT BEEN ORDERED BY EITHER THE COURT OR ICE? (source: Nexus "What happens Next" sheet)

R) IF YOUR PARTICULAR DEFENDANT WAS NEITHER RELEASED THROUGH THE EFFORTS OF NEXUS NOR ORDERED TO WEAR A BRACELET AND PAY NEXUS FEES BY ANY COURT OR AS A TERM OF FREEDOM'S BOND (WHICH IS NEVER THE CASE ON FREEDOM'S BONDS), WHY IS YOUR DEFENDANT STILL PAYING THE MONTHLY FEE AND WEARING A BRACELET?

In case you want to know what these guys look like below are mugshots. I believe those charges in Chesterfield did not go forward or at least I cannot confirm they did. There are some in the GDC court cases that were dismissed. So I am posting this link only so you can see what they look like and not implying any Chesterfield arrest or conviction:

<http://media.mgnetwork.com/mex/content/mostwanted.pdf>

A more current picture without name tags appears here:

(b)(6),(b)(7)(C)

If you have anyone in the Nexus program, feel free to contact me off-list.

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Attorneys at Law  
6105D Arlington Blvd.  
Falls Church, VA 22044  
(703) 53 (b)(6),(b)(7)(C)  
(703) 940-9175 Fax

(b)(6),(b)(7)(C)

Visit us at: (b)(6),(b)(7)(C)

---

Information contained in this e-mail transmission is privileged and confidential. If you are not the intended recipient, destroy but do not read, distribute or reproduce this transmission. This email is for general information only. You should consult in person with one of

our attorneys to determine your situation before relying on this information as a basis for any decision. The information displayed herein should not be construed to be formal legal advice nor constitute the formation of a lawyer/client relationship.

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The following section of this message contains a file attachment prepared for transmission using the Internet MIME message format. If you are using Pegasus Mail, or any other MIME-compliant system, you should be able to save it or view it from within your mailer. If you cannot, please ask your system administrator for assistance.

---- File information -----

File: NexusDocs.pdf  
Date: 14 Sep 2013, 1:27  
Size: 248316 bytes.  
Type: Unknown



# CLIENT INFORMATION SHEET (REQUIRED)

## IMMIGRATION DETAINER CLIENTS

Nexus Programs has accepted [REDACTED] into our defendant monitoring and/or diversion program(s). We have agreed to track the defendant pursuant to the bond set in the client's local case, which currently is docketed in the [REDACTED] Court.

PLEASE INITIAL THE FOLLOWING STATEMENTS, INDICATING THAT YOU UNDERSTAND EACH OF THEM:

I UNDERSTAND THAT NEXUS PROGRAMS IS NOT AFFILIATED, IN ANY WAY WHATSOEVER, WITH ICE, THE US GOVERNMENT, THE COMMONWEALTH OF VIRGINIA, OR ANY OTHER GOVERNMENTAL AGENCY. I UNDERSTAND NEXUS PROGRAMS IS A PRIVATE ORGANIZATION PROVIDING DEFENDANT MONITORING AND DIVERSION PROGRAMS.

I UNDERSTAND THAT NEXUS PROGRAMS AND FREEDOM BAIL BONDS ARE COMPLETELY SEPARATE ENTITIES. NEXUS PROGRAMS CANNOT SERVICE THE BAIL BOND OF THE DEFENDANT AND FREEDOM BAIL BONDS CANNOT SERVICE THE GPS MONITORING OR DIVERSION NEEDS OF THE DEFENDANT.

I UNDERSTAND THAT NEXUS DOES NOT MAKE RELEASE DECISIONS. I UNDERSTAND THAT NEXUS PROVIDES MONITORING THROUGH ADJUDICATION OF THE STATE CHARGE AGAINST THE DEFENDANT. ICE RELEASE DECISIONS ARE MADE COMPLETELY INDEPENDENT OF NEXUS INTAKE DECISIONS.

I UNDERSTAND THAT NEXUS PROGRAMS IS A RELIGIOUS ORGANIZATION, AND I FURTHER UNDERSTAND THAT MINISTRY SERVICES WILL BE OFFERED TO THE DEFENDANT. I ALSO UNDERSTAND THAT NEXUS PROGRAMS DOES NOT DISCRIMINATE AGAINST ANY CLIENTS ON THE BASIS OF RELIGION OR CREED, AND DOES NOT REQUIRE DEFENDANTS TO ACCEPT MINISTRY SERVICES, THOUGH THEY ARE AVAILABLE.

I UNDERSTAND THAT I AM BEING ASSESSED A FEE OF \$ [REDACTED], AND THAT FEE WILL BE WAIVED UPON RELEASE OF THE DEFENDANT, THE BALANCE BEING CREDITED TO THE FIRST MONTHS LEASE FEE AND ACTIVATION FEE OF THE GPS EQUIPMENT. IF THE DEFENDANT IS NOT RELEASED, I UNDERSTAND THAT NEXUS PROGRAMS WILL MAKE THEIR REPORT(S) AND FINDINGS AVAILABLE FOR PRESENTATION AT AN IMMIGRATION BOND HEARING THAT MAY BE SCHEDULED BY THE DEFENDANT'S ATTORNEY. IF THE DEFENDANT IS NOT RELEASED THE FEE WILL BE NON-REFUNDABLE.

I UNDERSTAND THE ABOVE STATEMENTS AND CERTIFY THAT I AM WILLING TO BE RESPONSIBLE FOR INSURING THE DEFENDANT REPORTS TO ALL SCHEDULED COURT DATES.

CO-SIGNER NAME/PH NUMBER [REDACTED] CO-SIGNER SIGNATURE AND DATE [REDACTED]

ANY QUESTIONS ABOUT NEXUS PROGRAMS SHALL BE DIRECTED TO NEXUS PROGRAMS. YOU MAY CALL NEXUS PROGRAMS AT [REDACTED]





# WHAT HAPPENS NEXT?

## DEFENDANTS WITH ICE DETAINERS

-CONTACT NEXUS PROGRAMS WITH ANY QUESTIONS - [REDACTED]

When an individual is arrested and held in custody because of an alleged violation of a state or local statute or ordinance, a bail bond is typically set by a magistrate judge. For individuals whose immigration status is questioned, an ICE detainer may be placed on the defendant with the local jail. This means that, **even if the defendant posts the local bail bond, they will be held and then transferred to immigration (ICE) custody.**

When an individual is approved for Nexus programs participation, the defendant enters into a supervision agreement with Nexus programs. If the defendant is held on an ICE detainer, **Nexus programs will approve the defendant and notify the bail bondsman so that the bail on the local or state charge can be posted.** Once this bail is posted, the defendant is transferred into immigration custody.

**Immigration makes their own decision whether to release or detain the defendant.** If the defendant is released, he/she may be required to follow any number of conditions placed on them by ICE. These are **COMPLETELY** separate from conditions of bail or conditions of Nexus programs. If the defendant is detained, they have the right to petition the immigration court for bail. **Nexus programs will work with the defendant's immigration attorney to appear and testify to our program's findings at an immigration bond hearing.**

While the defendant proceeds through the local or state court process, they may be **required to wear a GPS tracking device through Nexus Programs.** They may also be required to wear a bracelet from Immigration (ICE). ICE does not share supervision information with Nexus and Nexus does not share supervision information with ICE, so in some circumstances a defendant may be required to wear two separate devices. **Nexus programs has NO CONTROL over conditions set for the defendant by immigration (ICE).**

**Nexus programs will make information regarding successful completion of our supervision, monitoring, and diversion programs available to the immigration courts for consideration at any future removal proceedings, upon your request.**

Initial: [REDACTED]

# ¿QUÉ PASA DESPUÉS?

## Los acusados con órdenes de detención de ICE



PROGRAMAS CON CUALQUIER PREGUNTA CONTACTO NEXUS

Cuando una persona es detenida y bajo custodia debido a una supuesta violación de una ley o una ordenanza estatal o local, la fianza se fija por lo general por un juez de primera instancia. Para los individuos cuyo estatus migratorio es cuestionada, una orden de detención del ICE se puede colocar en la parte demandada con la cárcel local. Esto significa que, aunque los mensajes de la parte demandada la fianza locales, que se llevarán a cabo y luego transferidos a (ICE) la custodia de inmigración. Cuando un individuo está aprobado para la participación Nexus programas, el demandado en un acuerdo para la supervisión de los programas Nexus. Si el demandado se celebra una orden de detención del ICE, los programas Nexus aprobarán el acusado y notificar al fiador de la fianza para que la libertad bajo fianza por el cargo local o estatal puede ser publicado. Una vez que esta fianza es pagada, el acusado es transferido a la custodia de inmigración.

Inmigración hace su propia decisión de liberar o detener al acusado. Si se suelta el acusado, él / ella puede tener que seguir cualquier número de condiciones impuestas sobre ellos por el ICE. Estos son totalmente independientes de las condiciones de la libertad bajo fianza o de las condiciones de los programas de Nexus. Si es detenido el acusado, que tienen el derecho de petición ante el tribunal de inmigración para la fianza. Programas Nexus trabajará con el abogado de inmigración del acusado a comparecer y dar testimonio de los resultados de nuestro programa en una audiencia de fianza de inmigración.

Mientras que el producto demandado a través del proceso de la corte local o estatal, pueden ser obligados a llevar un dispositivo de localización GPS a través de Programas de Nexus. También pueden ser obligados a llevar un brazalete de la inmigración (ICE). ICE no comparte la información de supervisión con Nexus y Nexus no comparten información de supervisión con el ICE, por lo que en algunas circunstancias el acusado puede ser obligado a llevar dos dispositivos separados. Nexus programas no tiene control sobre las condiciones establecidas para el acusado por la inmigración (ICE).

Programas Nexus harán información sobre la finalización con éxito de nuestra supervisión, monitoreo y programas de desvío a disposición de los tribunales de inmigración para su consideración en cualquier proceso de deportación futuro, a su solicitud.

Initial: 

UNITED STATES DEPARTMENT OF JUSTICE  
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW  
IMMIGRATION COURT  
ARLINGTON, VA

FILE: (b)(6),(b)(7)(C)

IN THE MATTER OF:

(b)(6),(b)(7)(C)

RESPONDENT

IN REMOVAL PROCEEDINGS

ORDER OF THE IMMIGRATION JUDGE  
WITH RESPECT TO CUSTODY

Request having been made for a change in the custody status of respondent pursuant to 8 CFR 236.1(c), and full consideration having been given to the representations of the Department of Homeland Security and the respondent, it is hereby

\_\_\_\_\_ ORDERED that the request for a change in custody status be denied.

\_\_\_\_\_ ORDERED that the request be granted and that respondent be:

\_\_\_\_\_ released from custody on his own recognizance

\_\_\_\_\_ released from custody under bond of \$ \_\_\_\_\_

\_\_\_\_\_ OTHER \_\_\_\_\_

Copy of this decision has been served on the respondent and the Department of Homeland Security.

APPEAL: waived -- reserved

ARLINGTON -- ARLINGTON DETAINED LOCATION

Date: Oct 23, 2013

\_\_\_\_\_  
PAUL W. SCHMIDT  
Immigration Judge

XS

**From:** (b)(6),(b)(7)(C)  
**Sent:** 31 May 2013 15:49:07 +0000  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:** Question in Regards to (b)(6),(b)(7)(C)

Good Morning...

I was hoping you could help me with this...

The family of (b)(6),(b)(7)(C) contacted us yesterday. He was taken into your custody on Tuesday from Arlington County. We would like to help him if possible. Is there anything we can do as his family can not afford an immigration attorney. Please let me know if there is anything I can do to help him.

(b)(6),(b)(7)(C)  
Executive Director  
Nexus Programs Inc.  
422 First Street  
Shenandoah, VA 22849  
(540) 65 (b)(6),(b)(7)(C)  
(757) 34 (b)(6),(b)(7)(C)  
[www.nexusprograms.com](http://www.nexusprograms.com)

**From:** (b)(6),(b)(7)(C)  
**Sent:** 9 May 2013 14:45:28 +0000  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:** RE: (b)(6),(b)(7)(C)  
**Attachments:** NEXUS LETTER (b)(6),(b)(7)(C).pdf

Office (b)(6),(b)(7)(C)

I do hope you are having a great day!

We have (b)(6),(b)(7)(C) who has been accepted into Nexus with GPS and alcohol monitoring, coming into ICE custody today (he was released from state charges Tuesday).

I submit this to you along with a letter confirming he is accepted into our program. Please let me know if he comes into your custody and please consider this when making a release decision. My cell number is 757.34 (b)(6),(b)(7)(C)

Thanks so much and please have a wonderful day.

--



(b)(6),(b)(7)(C)

**Executive Director**  
Nexus Programs, Inc.  
104 Industry Drive  
Suite 222  
Yorktown, VA 23693  
P. (757) 34 (b)(6),(b)(7)(C)  
M. (757) 59 (b)(6),(b)(7)(C)  
F. (757) 273.8130  
[www.nexusprograms.com](http://www.nexusprograms.com)

# NEXUS

Director of Removal Operations  
Enforcement and Removal Operations  
U.S. Immigrations and Customs Enforcement (ICE)  
Washington/Virginia Field Office  
2675 Prosperity Avenue, (b)(6),(b)(7)(C)  
Fairfax, VA 20598-5216

April 9th, 2013

Re: (b)(6),(b)(7)(C)

Dear Sir/Madam,

(b)(6),(b)(7)(C) has applied to Nexus Programs, and he has been accepted into our behavior diversion program with GPS tracking and alcohol monitoring (b)(6),(b)(7)(C) stands charged with DWI: 2nd Offense, Failure to stop at scene of accident, and No valid o/l in the General District Court of the County of Prince William

(b)(6),(b)(7)(C) is bail eligible in Prince William, where a secured bond has been posted. Mr. (b)(6),(b)(7)(C) is now no longer being held by the Commonwealth of Virginia, and therefore will be transferring to ICE custody. Nexus Programs has agreed to track (b)(6),(b)(7)(C) with a GPS tracking device. Our Relialert tracking devices allow for continuous tracking of a defendant and the bands used to attach the bracelet are made with stainless steel and cannot be cut off with household cutting devices.

Upon entering Nexus Programs, (b)(6),(b)(7)(C) will be subject to the following conditions:

- o Continuous GPS tracking and Alcohol Monitoring (by electronic device).

- Random Drug/Alcohol Testing.
- Maintain employment.
- 10PM Curfew.
- Completion of Alcohol Abuse Diversion Program.

We understand that immigration action will continue against (b)(6),(b)(7)(C) but ask that his immigration detainer be removed while he awaits trial in Fairfax and resolution of the immigration action against her. We appreciate your consideration.

Nexus Programs is a religious based organization that focuses on pretrial monitoring and re-entry programs in Virginia, Maryland, and North Carolina. We administer GPS Tracking services as a condition of bond or suspended sentence pursuant to Virginia Code Section §19.2-123 and Section §19.2-303, respectively. We provide diversion programs in the areas of theft, domestic violence, anger management, drug and alcohol abuse, and others. We also offer general pretrial and post sentencing supervision to include drug and alcohol testing.

Sincerely,

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
104 Industry Drive, 2<sup>nd</sup> Floor  
Yorktown, VA 23693

(b)(6),(b)(7)(C) (757) 34    
[www.nexusprograms.com](http://www.nexusprograms.com)

**From:** (b)(6),(b)(7)(C)  
**Sent:** 13 May 2013 13:47:40 +0000  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:**  
**Attachments:** NEXUS LETTER (b)(6),(b)(7)(C).pdf

Office (b)(6),(b)(7)(C)

I do hope you are having a great day!

We have (b)(6),(b)(7)(C) who has been accepted into Nexus with GPS and alcohol monitoring, coming into ICE custody today (he was released from state charges Thursday).

**THE PENDING CRIMINAL MATTER IN FAIRFAX COUNTY IS EXPECTED TO BE DISMISSED ON 06/25/13.**

I submit this to you along with a letter confirming he is accepted into our program. Please let me know if he comes into your custody and please consider this when making a release decision. My cell number is 757.34 (b)(6),(b)(7)(C)

Thanks so much and please have a wonderful day.

--



(b)(6),(b)(7)(C)

**Executive Director**  
Nexus Programs, Inc.  
104 Industry Drive  
Suite 222  
Yorktown, VA 23693  
P. (757) 34 (b)(6),(b)(7)(C)  
M. (757) 59 (b)(6),(b)(7)(C)  
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[www.nexusprograms.com](http://www.nexusprograms.com)



# NEXUS

Director of Removal Operations  
Enforcement and Removal Operations  
U.S. Immigrations and Customs Enforcement (ICE)  
Washington/Virginia Field Office  
2675 Prosperity Avenue, (b)(6),(b)(7)(C)  
Fairfax, VA 20598-5216

May 13th, 2013

Re: (b)(6),(b)(7)(C)

Dear Sir/Madam,

(b)(6),(b)(7)(C) has applied to Nexus Programs, and he has been accepted into our behavior diversion program with GPS tracking and alcohol monitoring (b)(6),(b)(7)(C) stands charged with Petit Larceny and Entering Structure with intent in the General District Court of the County of Fairfax.

(b)(6),(b)(7)(C) is bail eligible in Fairfax, where a secured bond has been posted. (b)(6),(b)(7)(C) is now no longer being held by the Commonwealth of Virginia, and therefore will be transferring to ICE custody. Nexus Programs has agreed to track Mr. (b)(6),(b)(7)(C) with a GPS tracking device. Our Relialert tracking devices allow for continuous tracking of a defendant and the bands used to attach the bracelet are made with stainless steel and cannot be cut off with household cutting devices.

Upon entering Nexus Programs, (b)(6),(b)(7)(C) will be subject to the following conditions:

- Continuous GPS tracking and Alcohol Monitoring (by electronic device).
- Random Drug/Alcohol Testing.
- Maintain employment.

- 10PM Curfew.
- Completion of Alcohol Abuse Diversion Program.

We understand that immigration action will continue against (b)(6),(b)(7)(C) but ask that his immigration detainer be removed while he awaits trial in Fairfax and resolution of the immigration action against her. We appreciate your consideration.

Nexus Programs is a religious based organization that focuses on pretrial monitoring and re-entry programs in Virginia, Maryland, and North Carolina. We administer GPS Tracking services as a condition of bond or suspended sentence pursuant to Virginia Code Section §19.2-123 and Section §19.2-303, respectively. We provide diversion programs in the areas of theft, domestic violence, anger management, drug and alcohol abuse, and others. We also offer general pretrial and post sentencing supervision to include drug and alcohol testing.

Sincerely,

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
104 Industry Drive, 2<sup>nd</sup> Floor  
Yorktown, VA 23693  
(757) 34 (b)(6),(b)(7)(C)  
[www.nexusprograms.com](http://www.nexusprograms.com)

**From:** (b)(6),(b)(7)(C)  
**Sent:** 31 May 2013 12:58:07 +0000  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:**  
**Attachments:** NEXUS LETTER - (b)(6),(b)(7)(C).pdf

Office (b)(6),(b)(7)(C)

I hope you are having a great morning!

We have (b)(6),(b)(7)(C) who has been accepted into Nexus with GPS and alcohol monitoring, coming into ICE custody today (he was released from state charges Wednesday).

I submit this to you along with a letter confirming he is accepted into our program. Please let me know if he comes into your custody and please consider this when making a release decision. My cell number is 757.34 (b)(6),(b)(7)(C)

Thanks so much and please have a wonderful day.

Thank You.

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
422 First Street  
Shenandoah, VA 22849  
(540) 65 (b)(6),(b)(7)(C)  
(757) 34 (b)(6),(b)(7)(C)  
www.nexusprograms.com

# NEXUS

Director of Removal Operations  
Enforcement and Removal Operations  
U.S. Immigrations and Customs Enforcement (ICE)  
Washington/Virginia Field Office  
2675 Prosperity Avenue, (b)(6),(b)(7)(C)  
Fairfax, VA 20598-5216

May 31st, 2013

Re: (b)(6),(b)(7)(C)

Dear Sir/Madam,

(b)(6),(b)(7)(C) has applied to Nexus Programs, and he has been accepted into our behavior diversion program with GPS tracking and alcohol monitoring. (b)(6),(b)(7)(C) stands charged with Driving After License Revoked For Alcohol Related Offense in the General District Court of the County of Fairfax.

(b)(6),(b)(7)(C) is bail eligible in Fairfax County, where a secured bond has been posted. (b)(6),(b)(7)(C) is now no longer being held by the Commonwealth of Virginia, and therefore will be transferring to ICE custody. Nexus Programs has agreed to track Mr. (b)(6),(b)(7)(C) with a GPS tracking device. Our Relialert tracking devices allow for continuous tracking of a defendant and the bands used to attach the bracelet are made with stainless steel and cannot be cut off with household cutting devices.

Upon entering Nexus Programs, (b)(6),(b)(7)(C) will be subject to the following conditions:

- Continuous GPS tracking and Alcohol Monitoring (by electronic device).
- Random Drug/Alcohol Testing.
- Maintain employment.
- 10PM Curfew.

- o Completion of Alcohol Abuse Diversion Program.

We understand that immigration action will continue against (b)(6),(b)(7)(C) but ask that his immigration detainer be removed while he awaits trial in Fairfax and resolution of the immigration action against him. We appreciate your consideration.

Nexus Programs is a religious based organization that focuses on pretrial monitoring and re-entry programs in Virginia, Maryland, and North Carolina. We administer GPS Tracking services as a condition of bond or suspended sentence pursuant to Virginia Code Section §19.2-123 and Section §19.2-303, respectively. We provide diversion programs in the areas of theft, domestic violence, anger management, drug and alcohol abuse, and others. We also offer general pretrial and post sentencing supervision to include drug and alcohol testing.

Sincerely,

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
422 1st St  
Shenandoah, VA 22849  
(757) 34 (b)(6),(b)(7)(C)  
www.nexusprograms.com

**From:** (b)(6),(b)(7)(C)  
**Sent:** 3 Jun 2013 19:37:30 +0000  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:** RE: (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C)

I hope you are having a blessed afternoon!

Can you please provide me an update on (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C)

Thank you and please have a great night!

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
422 First Street  
Shenandoah, VA 22849  
(540) 65 (b)(6),(b)(7)(C)  
(757) 34 (b)(6),(b)(7)(C)  
www.nexusprograms.com

**From:** (b)(6),(b)(7)(C)  
**Sent:** 13 May 2013 13:31:43 +0000  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:** RE: (b)(6),(b)(7)(C)  
**Attachments:** NEXUS LETTER - (b)(6),(b)(7)(C)

Office (b)(6),(b)(7)(C)

I do hope you are having a great day!

We have (b)(6),(b)(7)(C) who has been accepted into Nexus with GPS and alcohol monitoring, coming into ICE custody today (he was released from state charges Thursday).

I submit this to you along with a letter confirming he is accepted into our program. Please let me know if he comes into your custody and please consider this when making a release decision. My cell number is 757.34 (b)(6),(b)(7)(C)

Thanks so much and please have a wonderful day.

--



(b)(6),(b)(7)(C)

**Executive Director**  
Nexus Programs, Inc.  
104 Industry Drive  
Suite 222  
Yorktown, VA 23693  
P. (757) 34 (b)(6),(b)(7)(C)  
M. (757) 59 (b)(6),(b)(7)(C)  
F. (757) 273.8130  
[www.nexusprograms.com](http://www.nexusprograms.com)

# NEXUS

Director of Removal Operations  
Enforcement and Removal Operations  
U.S. Immigrations and Customs Enforcement (ICE)  
Washington/Virginia Field Office  
2675 Prosperity Avenue, (b)(6),(b)(7)(C)  
Fairfax, VA 20598-5216

May 13th, 2013

Re: (b)(6),(b)(7)(C)

Dear Sir/Madam,

(b)(6),(b)(7)(C) has applied to Nexus Programs, and he has been accepted into our behavior diversion program with GPS tracking and alcohol monitoring. Mr. (b)(6),(b)(7)(C) stands charged with DWI: 1st Offense, Test Refusal, and Driving on Suspended in the General District Court of the County of Fairfax.

(b)(6),(b)(7)(C) is bail eligible in Fairfax, where a secured bond has been posted. Mr. (b)(6),(b)(7)(C) is now no longer being held by the Commonwealth of Virginia, and therefore will be transferring to ICE custody. Nexus Programs has agreed to track Mr. (b)(6),(b)(7)(C) with a GPS tracking device. Our Relialert tracking devices allow for continuous tracking of a defendant and the bands used to attach the bracelet are made with stainless steel and cannot be cut off with household cutting devices.

Upon entering Nexus Programs, (b)(6),(b)(7)(C) will be subject to the following conditions:



- Continuous GPS tracking and Alcohol Monitoring (by electronic device).
- Random Drug/Alcohol Testing.
- Maintain employment.
- 10PM Curfew.
- Completion of Alcohol Abuse Diversion Program.

We understand that immigration action will continue against (b)(6),(b)(7)(C) but ask that his immigration detainer be removed while he awaits trial in Fairfax and resolution of the immigration action against her. We appreciate your consideration.

Nexus Programs is a religious based organization that focuses on pretrial monitoring and re-entry programs in Virginia, Maryland, and North Carolina. We administer GPS Tracking services as a condition of bond or suspended sentence pursuant to Virginia Code Section §19.2-123 and Section §19.2-303, respectively. We provide diversion programs in the areas of theft, domestic violence, anger management, drug and alcohol abuse, and others. We also offer general pretrial and post sentencing supervision to include drug and alcohol testing.

Sincerely,

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
104 Industry Drive, 2<sup>nd</sup> Floor  
Yorktown, VA 23693  
(757) 34 (b)(6),(b)(7)(C)  
www.nexusprograms.com

**From:** (b)(6),(b)(7)(C)  
**Sent:** 19 May 2013 19:32:40 +0000  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:**  
**Attachments:** NEXUS LETTER (b)(6),(b)(7)(C)

Office (b)(6),(b)(7)(C)

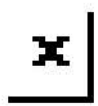
I do hope your day is blessed!

We have (b)(6),(b)(7)(C) who has been accepted into Nexus with GPS and alcohol monitoring, coming into ICE custody today (he was released from state charges Thursday).

I submit this to you along with a letter confirming he is accepted into our program. Please let me know if he comes into your custody and please consider this when making a release decision. My cell number is 757.3-(b)(6),(b)(7)(C)

Thanks so much and please have a wonderful day.

Thank You,



(b)(6),(b)(7)(C)

**Executive Director**  
Nexus Programs, Inc.  
104 Industry Drive  
Suite 222  
Yorktown, VA 23693  
P. (757) 34 (b)(6),(b)(7)(C)  
M. (757) 5 (b)(6),(b)(7)(C)  
F. (757) 273.8130  
[www.nexusprograms.com](http://www.nexusprograms.com)

NEXJS

CONFIDENTIAL

Director of Removal Operations  
Enforcement and Removal Operations  
U.S. Immigrations and Customs Enforcement (ICE)  
Washington/Virginia Field Office  
2675 Prosperity Avenue, (b)(6),(b)(7)  
Fairfax, VA 20598-5216 (C)

May 19, 2013

Re: (b)(6),(b)(7)(C)

Dear Sir/Madam,

(b)(6),(b)(7)(C) has applied to Nexus Programs, and he has been accepted into our behavior diversion program with GPS tracking and alcohol monitoring. (b)(6),(b)(7) stands charged with 2 Counts of Purchasing 3,000 Packs of Cigarettes with no stamps and Money Laundering in the General District Court of the County of Fairfax.

(b)(6),(b)(7)(C) is bail eligible in Fairfax County, where a secured bond has been posted. (b)(6),(b)(7)(C) is now no longer being held by the Commonwealth of Virginia, and therefore will be transferring to ICE custody. Nexus Programs has agreed to track (b)(6),(b)(7)(C) with a GPS tracking device. Our Relialert tracking devices allow for continuous tracking of a defendant and the bands used to attach the bracelet are made with stainless steel and cannot be cut off with household cutting devices.

(b)(6),(b)(7)(C) is supported by family members.

Upon entering Nexus Programs, (b)(6),(b)(7)(C) will be subject to the following conditions:

- Continuous GPS tracking and Alcohol Monitoring (by electronic device).
- Random Drug/Alcohol Testing.
- Maintain employment.

- o 10PM Curfew.
- o Completion of Alcohol Abuse Diversion Program.

We understand that immigration action will continue against [REDACTED] but ask that his immigration detainer be removed while he awaits trial in Fairfax and resolution of the immigration action against him. We appreciate your consideration. (b)(6),(b)(7)(C)

Nexus Programs is a religious based organization that focuses on pretrial monitoring and re-entry programs in Virginia, Maryland, and North Carolina. We administer GPS Tracking services as a condition of bond or suspended sentence pursuant to Virginia Code Section §19.2-123 and Section §19.2-303, respectively. We provide diversion programs in the areas of theft, domestic violence, anger management, drug and alcohol abuse, and others. We also offer general pretrial and post sentencing supervision to include drug and alcohol testing.

Sincerely,

[REDACTED]  
(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
422 1<sup>st</sup> Street  
Shenandoah, VA 23693  
(757) 34[REDACTED]  
www.nexusprograms.com

**From:** (b)(6),(b)(7)(C)  
**Sent:** 4 Oct 2013 20:00:48 -0400  
**To:** (b)(6),(b)(7)(C)  
**Subject:** Re: [CAIRCoalition] [VADefenses] EVERYONE READ THIS!! - About Nexus Program

SDDO (b)(6),(b)(7)(C)

This is their mugshot (from an older case): <http://mcmedia.mgnetwork.com/mcx/content/mostwanted.pdf>

I will also send you the proof that they are the same people in a moment.

Best,

(b)(6),(b)(7)(C)

Attorney/Abogada  
(b)(6),(b)(7) Legal PLLC  
218 North Lee Street, (b)(6),(b)(7)  
Alexandria, VA 22314  
Tel: (703) 733-(b)(6),(b)(7)(C)  
Fax: (703) 955-3356

\*Admitted to Practice Law in Virginia, New York, New Jersey, and the District of Columbia

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On Oct 3, 2013, at 3:22 PM, (b)(6),(b)(7)(C) wrote:

Hi (b)(6),(b)(7)(C)

Do you happen to have the attachments that are referenced in the below email as well? I'd like to forward a complete picture of this issue to upper management.

Thanks,

(b)(6),(b)(7)(C)

*Supervisory Detention & Deportation Officer  
Washington Field Office  
U.S. Immigration and Customs Enforcement*

(b)(6),(b)(7)(C)

**From:** (b)(6),(b)(7)(C)  
**Sent:** Thursday, October 03, 2013 2:24 PM

To: (b)(6),(b)(7)(C)

**Subject:** Fwd: [CAIRCoalition] FW: [VADefenses] EVERYONE READ THIS!! - About Nexus Program

Officer (b)(6),(b)(7)(C) asked me to forward this to you.

----- Original Message -----

From: Blessinger Legal <blessingerlegal@gmail.com>

To: (b)(6),(b)(7)(C)

Date: October 3, 2013 at 2:20 PM

Subject: Fwd: [CAIRCoalition] FW: [VADefenses] EVERYONE READ THIS!! - About Nexus Program

----- Forwarded message -----

From: (b)(6),(b)(7)(C)

Date: Sep 18, 2013 12:04 PM

Subject: [CAIRCoalition] FW: [VADefenses] EVERYONE READ THIS!! - About Nexus Program

To: (b)(6),(b)(7)(C)

I thought I probably should be sharing this. Read through the entire chain of e-mails.

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Law Office, PLLC

500 N. Washington St.

Alexandria, VA 22314

(571) 48

(703) 842-6196 (facsimile)

**From:** VADefenses@yahoo.com [mailto:VADefenses@yahoo.com] **On Behalf Of** (b)(6),(b)(7)(C)

**Sent:** Saturday, September 14, 2013 10:45 AM

**To:** VADefenses@yahoo.com

**Subject:** Re: [VADefenses] EVERYONE READ THIS!! - About Nexus Program

Here are some other websites linked to (b)(6),(b)(7)(C)

<http://truevantagemcs.wix.com/truevantage#!>

(source: according to this link he is President of true vantage -

<http://www.manta.com/c/mr55q75/truc-vantage-consulting-services-inc>)

<http://www.nexusprograms.com/#!/contact/cluw>

Suggest you Google these guys as part of any due diligence.

(b)(6),(b)(7)(C)

On 14 Sep 2013 at 10:15, (b)(6),(b)(7)(C) wrote:

Interesting. The pastor profile in the link below describes Nexus as a religious organization "designed to reduce jail and prison overcrowding."

[http://www.riverchurchhamisonburg.com/#!/bible\\_groups/c1xu8](http://www.riverchurchhamisonburg.com/#!/bible_groups/c1xu8)

On Sep 14, 2013 10:08 AM, (b)(6),(b)(7)(C) wrote:

> \*\*

>

>

> \*\*

> Here is the attachment of some of the Nexus documents.

>

> (b)(6),(b)(7)(C)

>

>

> On 14 Sep 2013 at 1:18, (b)(6),(b)(7)(C) wrote:

>

> Listmates:

>

> Some time this year Freedom Bail started promoting the "Nexus Program"

> advising a number of attorneys that Nexus can get defendants with

> ICE detainers out of ICE custody. Freedom allowed Nexus to come to

> their offices and use their premises to provide their services.

> Freedom does not receive rent or compensation from Nexus. According

> to Freedom all of Freedom's representations are based on

> representations made to them by Nexus and on the fact that they

> would see defendants released from ICE custody. Freedom did not

> personally check out whether these individuals were released based

> on the involvement from the Nexus program or were released for other

> reasons such as having an attorney argue bond or by ICE discretion.

> Freedom also appears not to know how the program works, if at all

> with ICE, nor have called ICE to see if there is any benefit from

> Nexus.

>

> When a person has an ICE detainer, Freedom might post their bond

> and

> then refer them to Nexus. Nexus charges a \$620 fee up front and then

> \$420 per month during the pendency of the state case once the

> defendant is released from ICE custody. I am attaching a copy of

> typical Nexus documentation signed by defendants.

>

> The Nexus Program has an "Executive Director", (b)(6),(b)(7)(C)

> (b)(6),(b)(7)(C)

> and another employee, (b)(6),(b)(7)(C)

>

> Before allowing your client to do any business with any entity

> including but not limited to Nexus, it may be prudent to ask a few  
> questions (see A through R below), listed here rhetorically, which  
> may or may not be applicable to your defendant. These are questions  
> to ask and do not necessarily imply an answer:

> A) WHAT KIND OF CRIMINAL CONVICTIONS DO ITS PRINCIPALS HAVE?

> Well I have asked myself that question and have come up with the  
> following according to the Court Case information and CPAN sites  
> (however, do your own due diligence by checking for yourself--there  
> are also various other charges that have been dismissed which are  
> not included below):

> For (b)(6),(b)(7)(C)

> 1) Felony Bad Check (18.2-181) - Louisa County Circuit Court -  
> (b)(6),(b)(7)(C) - sentenced to two years suspended  
> - supervised probation for 2 years

> 2) Felony Obtaining money by false pretenses - Williamsburg/James  
> city  
> Circuit Court - (b)(6),(b)(7)(C) - sentenced to 5  
> years with 4 suspended, with 9 years supervised probation

> 3) Felony Bad Check (18.2-181) - Hanover County Circuit Court -  
> (b)(6),(b)(7)(C) sentenced to 5 years with 4  
> years 10 months suspended

> 4) Felony Driving After being declared habitual offender (46.2-357)  
> -  
> Winchester Circuit Court - (b)(6),(b)(7)(C)  
> sentenced to 2 years with all that suspended

> 5) Grand Larceny by check (18.2-181) - Fairfax Circuit Court -  
> (b)(6),(b)(7)(C) - sentenced to 4 years with 3  
> suspended, consecutive with (b)(6),(b)(7)(C)

> 6) Felony Uttering forged check (18.2-172) - Fairfax Circuit Court  
> -  
> (b)(6),(b)(7)(C) - sentenced to 4 years with 3  
> suspended - two counts - concurrent sentence - mental health  
> counseling condition depicted on C-PAN

> 7) Misdemeanor bad check (18.2-181) - York County-Poquoson Circuit  
> Court - (b)(6),(b)(7)(C) - sentenced to 12 months  
> with 9 months suspended

> 8) Misdemeanor bad check (18.2.181) - York County-Poquoson Circuit  
> Court - (b)(6),(b)(7)(C) sentenced to 12 months  
> with 9 months suspended, consecutive to other charge

> For (b)(6),(b)(7)(C)



- >
- > 1) Felony Obtaining money by false pretenses (18.2-178 ) -
- > Williamsburg/James City County Circuit Court (b)(6),(b)(7)(C)
- > (b)(6),(b)(7)(C) - sentenced to 5 years with 4 suspended - 9 years
- > probation
- >
- > 2) Felony Bad check (18.2-181) - Hanover County Circuit Court -
- > (b)(6),(b)(7)(C) - sentenced to 5 years with 4
- > years 10 months suspended
- >
- > 3) Grand Larceny (18.2-95) - Arlington County Circuit -
- > (b)(6),(b)(7)(C)
- > - sentenced to 4 years with 3 years 4 months
- > suspended. to run consecutive with other charges
- >
- > 4) Forgery of a public document (18.2-95) Arlington County Circuit
- > Court (b)(6),(b)(7)(C) - sentenced to 4 years
- > with 3 years 4 months suspended, to run consecutive with other
- > charges
- >
- > 5) Felony Bad Check (18.2-181) - Newport News Circuit Court -
- > (b)(6),(b)(7)(C) - sentenced to 3 years suspended
- >
- > 6) Felony obtaining money by false pretenses (18.2-178) -
- > Winchester
- > Circuit Court - (b)(6),(b)(7)(C) - sentenced to
- > 1 year 6 months with all that suspended
- >
- > B) SINCE NEXUS CLAIMS IN THEIR PAPERWORK TO "TRACK THE
- > DEFENDANT
- > PURSUANT TO THE BOND SET IN THE LOCAL CASE, WHICH IS CURRENTLY
- > DOCKETED IN THE FAIRFAX COURT" WHY IS A DEFENDANT PAYING
- > ANYTHING IF
- > NEITHER THE COURT NOR FREEDOM HAS MADE THE MONITORING A
- > CONDITION OF
- > BOND? (source: "Nexus Client Information Sheet" )
- >
- > C) WHAT "REPORTS AND FINDINGS" DOES NEXUS MAKE AVAILABLE "FOR
- > PRESENTATION AT AN IMMIGRATION BOND HEARING THAT MAY BE
- > SCHEDULED BY
- > THE DEFENDANT'S ATTORNEY"? (source: "Nexus What happens Next Sheet")
- >
- > D) WHEN CALLING ICE ABOUT THE NEXUS PROGRAM DOES ANYONE
- > THERE
- > CONFIRM THE PROGRAM HAS ANY INFLUENCE AT ALL ON RELEASE
- > DECISIONS
- > AND WHAT IS THEIR TAKE ON THE NATURE OF THE NEXUS PROGRAM?
- >
- > E) IF YOUR CLIENT IS RELEASED ON AN ICE BRACELET PURSUANT TO THE
- > EFFORTS OF THEIR ATTORNEY OR BY ICE DISCRETION, WHY ARE THEY
- > ALSO
- > WEARING A SECOND NEXUS BRACELET IF NEITHER ICE NOR THE COURT
- > HAS
- > ORDERED IT IN YOUR CASE?

- >
- > F) WHY IS THE \$620 NEXUS FEE NON-REFUNDABLE IF THE DEFENDANT IS NOT RELEASED FROM ICE CUSTODY?
- >
- > G) WHAT IS THE RELATIONSHIP BETWEEN NEXUS AND THE ATTORNEY TO WHOM THEY REFER IMMIGRATION CLIENTS (b)(6),(b)(7)(C)
- > [http://www.diasporalaw.com/\(b\)\(6\),\(b\)\(7\)\(C\).html](http://www.diasporalaw.com/(b)(6),(b)(7)(C).html)?
- >
- > H) WHAT VALID CONSIDERATION OR VALUE DOES NEXUS ACTUALLY PROVIDE IN RETURN FOR THEIR FEES?
- >
- > J) HAVE ANY ORAL REPRESENTATIONS BEEN MADE TO YOUR CLIENTS BY NEXUS THAT THEY CAN GET THE CLIENTS OUT OF ICE CUSTODY BASED ON ENTRY INTO THEIR PROGRAM?
- >
- > K) HAVE ANY ORAL REPRESENTATIONS BEEN MADE BY NEXUS THAT THEIR BRACELET IS REQUIRED BY THE FAIRFAX GDC COURT AND IS THAT TRUE IN YOUR CASE?
- >
- > L) IF NEXUS HAS ANY INFLUENCE ON ICE CUSTODY DECISIONS WHY DOES THE DEFENDANT NEED AN ATTORNEY?
- >
- > M) WHAT COMPENSATION DOES NEXUS GET WHEN AN ICE BOND IS POSTED THROUGH FREEDOM BAIL USING ACTION BAIL BONDS?
- >
- > N) WHAT IF ANY REPRESENTATIONS HAVE BEEN MADE BY NEXUS WILL HAPPEN IF THE DEFENDANT TAKES OFF HIS BRACELET IN TERMS OF GETTING EITHER HIS ICE BOND OR CRIMINAL BOND REVOKED, AND WHAT ACTUAL FACTS ARE SUCH ASSERTIONS BASED UPON?
- >
- > O) IS NEXUS POSTING COLLATERAL FOR THE ICE BOND IN YOUR CASE AND WHAT IS THE ARRANGEMENT BETWEEN THEM AND ACTION BONDS?
- >
- > P) IF NEXUS IS POSTING COLLATERAL FOR AN ICE BOND, WHAT PIECE OF PAPER REQUIRES THE DEFENDANT TO CONTINUE TO WEAR THEIR BRACELET AND PAY THEIR FEES INDEFINITELY UNTIL THAT DEFENDANT POSTS ALL THE COLLATERAL HIMSELF?
- >

- > Q) IF "ICE DOES NOT SHARE SUPERVISION INFORMATION WITH NEXUS AND
- > NEXUS
- > DOES NOT SHARE SUPERVISION INFORMATION WITH ICE" WHAT IS THE
- > PURPOSE
- > OF THE NEXUS BRACELET IN CASES WHERE IT HAS NOT BEEN ORDERED BY
- > EITHER THE COURT OR ICE? (source: Nexus "What happens Next" sheet)
- >
- > R) IF YOUR PARTICULAR DEFENDANT WAS NEITHER RELEASED THROUGH
- > THE
- > EFFORTS OF NEXUS NOR ORDERED TO WEAR A BRACELET AND PAY NEXUS
- > FEES
- > BY ANY COURT OR AS A TERM OF FREEDOM'S BOND (WHICH IS NEVER THE
- > CASE
- > ON FREEDOM'S BONDS), WHY IS YOUR DEFENDANT STILL PAYING THE
- > MONTHLY
- > FEE AND WEARING A BRACELET?

- >
- > In case you want to know what these guys look like below are
- > mugshots.
- > I believe those charges in Chesterfield did not go forward or at
- > least I cannot confirm they did. There are some in the GDC court
- > cases that were dismissed. So I am posting this link only so you can
- > see what they look like and not implying any Chesterfield arrest or
- > conviction:

> <http://media.mgnetwork.com/mex/content/mostwanted.pdf>

- >
- > A more current picture without name tags appears here:

> (b)(6),(b)(7)(C)

- >
- > If you have anyone in the Nexus program, feel free to contact me
- > off-list.

> (b)(6),(b)(7)(C)

> (b)(6),(b)(7)(C)

- > Attorneys at Law
- > 6105D Arlington Blvd.
- > Falls Church, VA 22044
- > (703) 53 (b)(6),(b)(7)(C)
- > (703) 940-9175 Fax

> (b)(6),(b)(7)(C)

> Visit us at: (b)(6),(b)(7)(C)

>  
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>  
>  
>  
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>  
> --- File information -----  
> File: NexusDoes.pdf  
> Date: 14 Sep 2013, 1:27  
> Size: 248316 bytes,  
> Type: Unknown  
>  
>

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(b)(6),(b)(7)(C)

Assistant

(b)(6),(b)(7)(C)

Legal PLLC

218 North Lee Street, (b)(6),(b)(7)(C)

Alexandria, VA 22314

Tel: (703) 73 (b)(6),(b)(7)(C)

Fax: (703) 955-3356

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**From:** (b)(6),(b)(7)(C)  
**Sent:** 31 May 2013 17:27:07 +0000  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Call

Yes. I have a meeting with my staff in a few minutes. I should be free after 2:30.

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 31, 2013 1:26 PM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** Call

(b)(6),(b)(7)(C)

My phone battery had died and while charging it, it appears I missed a call from your office. Did I miss a call from you?

Take care,

(b)(6),(b)(7)(C)

Sent from my iPhone

On May 31, 2013, at 10:37 AM, (b)(6),(b)(7)(C)  
wrote:

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) Thank you for your kind words. My wife is (b)(6),(b)(7)(C). She is strong, confident, inspiring and faithful. We are generally very private folks. We don't want to burden others with our troubles. However, a few extra prayers are certainly welcomed.

Best regards,

(b)(6),(b)(7)(C)

**Supervisory Detention and Deportation Officer  
Immigration and Customs Enforcement  
Washington Field Office**

(b)(6),(b)(7)(C)

~~Warning: This document is UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official. No portion of this report should be furnished to the media, either in written or verbal form.~~

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 31, 2013 9:27 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** On a personal note...

(b)(6),(b)(7)(C)

I spent some time in prayer and reflection last night and this morning concerning the situation we discussed briefly yesterday, concerning your wife. You and your family are in my thoughts and prayers.

I do hope this won't offend you, but I wanted to share this as, while praying this morning, I was reminded of 2 Corinthians 1:3-4.

3 Praise be to the God and Father of our Lord Jesus Christ, the Father of compassion and the God of all comfort, 4 who comforts us in all our troubles, so that we can comfort those in any trouble with the comfort we ourselves receive from God.

I know it must be difficult to handle the emotional and physical trauma of this battle while simultaneously being responsible for comforting your wife and family. Paul reminds us that God provides our comfort through him so that we may pay it forward, that is to say, the comfort we receive is meant to be passed on. God works through men and women on Earth, and God's work through you right now is to be a soldier in battling a horrible disease while bringing comfort and peace to those who love you and depend upon you. This is not an easy task, but few things are more rewarding than bringing peace in a time of conflict.

I would like to add your wife to our prayer list at my church. If you can provide me her first name I'd be happy to do so, otherwise I will simply add her as (b)(6),(b)(7)(C) and family".

Take care - and may you rest in God's hope and peace.

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
422 First Street  
Shenandoah, VA 22849  
(540) 6 (b)(6),(b)(7)(C)  
(757) 34 (C)

[www.nexusprograms.com](http://www.nexusprograms.com)



**From:** (b)(6),(b)(7)(C)  
**Sent:** 1 Apr 2013 09:07:11 -0400  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:**  
**Attachments:** NEXUS LETTER (b)(6),(b)(7)(C).pdf

Officer (b)(6),(b)(7)(C)

I do hope this message finds you well.

We have (b)(6),(b)(7)(C) who has been accepted into Nexus with GPS and alcohol monitoring, coming into ICE custody today (she was released from state charges last week). In addition to GPS and alcohol monitoring, we will be placing (b)(6),(b)(7)(C) (should she be released), into an alcohol crime diversion program.

I submit this to you along with a letter confirming she is accepted into our program. Please let me know if she comes into you custody and please consider this when making a release decision.

Thanks so much. Have a wonderful day

--



(b)(6),(b)(7)(C)

**Executive Director**  
Nexus Programs, Inc.  
104 Industry Drive  
Suite 222  
Yorktown, VA 23693  
P. (757) 25 (b)(6),(b)(7)(C)  
M. (757) 59 (C)  
F. (757) 273.8130  
[www.nexusprograms.com](http://www.nexusprograms.com)

# NEXUS

Director of Removal Operations  
Enforcement and Removal Operations  
U.S. Immigrations and Customs Enforcement (ICE)  
Washington/Virginia Field Office  
2675 Prosperity Avenue, (b)(6),(b)(7)(C)  
Fairfax, VA 20598-5216

April 1, 2013

Re: (b)(6),(b)(7)(C)

Dear Sir/Madam,

(b)(6),(b)(7)(C) has applied to Nexus Programs, and she has been accepted into our behavior diversion program with GPS tracking and alcohol monitoring. Ms. (b)(6),(b)(7)(C) stands charged with DWI: 1st Offense and Driving With No Valid O/L in the District Court of the County of Fairfax.

(b)(6),(b)(7)(C) is bail eligible in Fairfax County, where a secured bond has been posted. (b)(6),(b)(7)(C) now is no longer being held by the Commonwealth of Virginia, and therefore will be transferring to ICE custody. Nexus Programs has agreed to track (b)(6),(b)(7)(C) with a GPS tracking device. Our Relialert tracking devices allow for continuous tracking of a defendant and the bands used to attach the bracelet are made with stainless steel and cannot be cut off with household cutting devices.

(b)(6),(b)(7)(C) is supported by his family members in Northern Virginia.

Upon entering Nexus Programs, (b)(6),(b)(7)(C) will be subject to the following conditions:

- Continuous GPS tracking and Alcohol Monitoring (by electronic device).
- Random Drug/Alcohol Testing.

- Maintain employment.
- 10PM Curfew.
- Completion of Alcohol Abuse Diversion Program.

We understand that immigration action will continue against (b)(6),(b)(7)(C) but ask that her immigration detainer be removed while she awaits trial in Fairfax and resolution of the immigration action against him. We appreciate your consideration.

Nexus Programs is a religious based organization that focuses on pretrial monitoring and re-entry programs in Virginia, Maryland, and North Carolina. We administer GPS Tracking services as a condition of bond or suspended sentence pursuant to Virginia Code Section §19.2-123 and Section §19.2-303, respectively. We provide diversion programs in the areas of theft, domestic violence, anger management, drug and alcohol abuse, and others. We also offer general pretrial and post sentencing supervision to include drug and alcohol testing.

Sincerely,

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
104 Industry Drive, 2<sup>nd</sup> Floor  
Yorktown, VA 23693  
(757) 34 (b)(6),(b)(7)(C)  
www.nexusprograms.com

**From:** (b)(6),(b)(7)(C)  
**Sent:** 19 May 2014 13:38:34 +0000  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Ok I have to leave at 2 so come by before that if you can. If not, I will be here the rest of the week.

**From:** (b)(6),(b)(7)(C)  
**Sent:** Monday, May 19, 2014 9:27 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

I'll stop by later today.

-----Original Message-----

**From:** (b)(6),(b)(7)(C)  
**Sent:** Monday, May 19, 2014 08:56 AM Eastern Standard Time  
**To:** (b)(6),(b)(7)(C)  
**Subject:** FW: Duty Call - (b)(6),(b)(7)(C)

Not sure if you are interested but guess Nexus may be the ones bothering the aliens in this case.

**From:** (b)(6),(b)(7)(C)  
**Sent:** Monday, May 19, 2014 8:47 AM  
**To:** (b)(6),(b)(7)(C)  
**Cc:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Good morning,

The below alien is not being contacted by anyone from ICE. The alien is out on a surety delivery bond. The agent, (b)(6),(b)(7)(C) is a well-known associate of a company who calls themselves Nexus run by two convicted felons in the state of VA. The Nexus company puts up collateral with (b)(6),(b)(7)(C) who is insured by International Fidelity Insurance Company, and who posts the bond. The Nexus company requires these aliens who they put collateral up for to wear GPS bracelets, and usually pay about \$430 per month as a trade-off for the collateral. My assumption is the people following the alien are involved in the Nexus company and the family and alien entered in to the agreement with that company so this in no way involves ICE. If HSI has any further questions in SC let me know I can put them in contact with someone here but as of this point no one has found Nexus to be committing any criminal acts.

Thanks,

(b)(6),(b)(7)(C)

Deportation Officer

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 4:00 PM  
**To:** (b)(6),(b)(7)(C)  
**Cc:** [redacted]  
**Subject:** FW: Duty Call - (b)(6),(b)(7)(C)

Fairfax SDDOs:

This notification is merely for informational purposes as the subject is on the WAS – ND BOND DOCKET (b)(6),(b)(7)(C) [redacted] but the subject appears to be residing in our area. Please see below.

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 3:45 PM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** FW: Duty Call - (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

See if you could locate someone in WAS ERO and pass this on for situational awareness.

Regards

(b)(6),(b)(7)(C)

SDDO/Non-Detain/ATD  
3950 Faber Place Dr.  
North Charleston, SC 29405  
(843)74 (b)(6),(b)(7)(C) Office

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 11:45 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Is this on our docket or does he reside in our jurisdiction? If not, forward to the appropriate field office for their situational awareness and any other action deemed necessary.

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 11:40 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

I don't know if it is something of interest. However, it was something passed on from another agency and taught should know.

Regards

(b)(6),(b)(7)(C)

SDDO/Non-Detain/ATD

(b)(6),(b)(7)(C)

North Charleston, SC 29405

(b)(6),(b)(7)(C) (843)74 [redacted] Office

**From:** (b)(6),(b)(7)(C)

**Sent:** Friday, May 16, 2014 11:34 AM

**To:** (b)(6),(b)(7)(C)

**Subject:** RE: Duty Call (b)(6),(b)(7)(C)

Please see the below email from COA HSI SA (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) (b)(6),(b)(7)(C) 803-46 [redacted] called our office complaining that an Immigration Officer has been at her residence (complainant's phone disconnected before I could get the address) twice this week... She stated that the officer informed him that if he didn't report that he changed his address that the officer could arrest him. "

He's not an ATD case. He's on a WAS bond docket, but Supporting Info provides a [redacted] address as of 05/15. (b)(6),(b)(7)(C)  
There isn't an indication in (b)(7) that you guys have been looking at him either. It doesn't make sense that an ERO officer would go to someone's house and threaten to arrest him/her if they didn't update their address.

Bailbondsman perhaps???

**From:** (b)(6),(b)(7)(C)

**Sent:** Friday, May 16, 2014 11:13 AM

**To:** (b)(6),(b)(7)(C)

**Cc:** [redacted]

**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Of course you know that this is not any of us. According to [redacted] this guy is currently on a non-detained (b)(6),(b)(7)(C) docket in Washington, DC. He was release on 03/18/2014 after paying a \$10,000 bond. I checked in (b)(6),(b)(7)(C) and his trial is still pending. They're no comments mentioning any type of home visit in [redacted] it (b)(6),(b)(7)(C) may be a possible CHL ATD case that hasn't been transferred in [redacted] (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Are you familiar with the above listed subject?

(b)(6),(b)(7)(C)

Deportation Officer

USDHS ICE/ ERO

Columbia, South Carolina

Official Cell: (704)61 (b)(6),(b)(7)(C)



**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 10:19 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** Duty Call - (b)(6),(b)(7)(C)

Hey guys,

(b)(6),(b)(7)(C) (b)(6),(b)(7)(C) (803-46- ) called our office complaining that an Immigration Officer has been at her residence (complainant's phone disconnected before I could get the address) twice this week "harassing" her husband (b)(6),(b)(7)(C) (b)(6),(b)(7)(C). She stated that the officer informed him that if he didn't report that he changed his address that the officer could arrest him. She also informed that the officer came to the house looking for another person and threatened to arrest (b)(6),(b)(7)(C).

I know this isn't our investigation, but I just wanted to pass it on in case you guys are working this.

As a side note, she was talking about getting lawyers involved and how the officer did not have the authority to arrest him. I assured her that the officer wasn't there to harass her husband and that there was a good investigative reason for him to inform that he could be arrested and that he has the authority to do so. She was a little hostile to say the least....

Our conversation got cut because her phone hung up. I attempted to call the phone number back, but the automated voicemail advised that the telephone number was unable to accept calls at the time. I'm assuming the phone ran out of minutes.

Thanks.

Special Agent (b)(6),(b)(7)(C)  
 U.S. Department of Homeland Security  
 HSI | Homeland Security Investigations | RAC Columbia  
 (b)(6),(b)(7)(C) 1835 Assembly Street (b)(6),(b)(7)(C) Columbia, SC 29201  
 (b)(6),(b)(7)(C) (O) 803.7- (b)(6),(b)(7)(C) (C) 803.51- (b)(6),(b)(7)(C) (F) 803.765.5437  
 (b)(6),(b)(7)(C)

**From:** (b)(6),(b)(7)(C)  
**Sent:** 19 May 2014 13:19:29 +0000  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Tell HSI SC to contact (b)(6),(b)(7)(C) HSI here in DC area if they want more. I have provided him with everything I have found out about the company over the past year.

**From:** (b)(6),(b)(7)(C)  
**Sent:** Monday, May 19, 2014 9:13 AM  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Information forwarded to HSI Columbia for follow-up.

Thanks all!

(b)(6),(b)(7)(C)

Deportation Officer  
ICE ERO Charleston, SC

Please excuse brevity and minor spelling errors as this message was sent via iPhone.

-----Original Message-----

**From:** (b)(6),(b)(7)(C)  
**Sent:** Monday, May 19, 2014 08:47 AM Eastern Standard Time  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Good morning,

The below alien is not being contacted by anyone from ICE. The alien is out on a surety delivery bond. The agent, (b)(6),(b)(7)(C) is a well-known associate of a company who calls themselves Nexus run by two convicted felons in the state of VA. The Nexus company puts up collateral with (b)(6),(b)(7)(C) who is insured by International Fidelity Insurance Company, and who posts the bond. The Nexus company requires these aliens who they put collateral up for to wear GPS bracelets, and usually pay about \$430 per month as a trade-off for the collateral. My assumption is the people following the alien are involved in the Nexus company and the family and alien entered in to the agreement with that company so this in no way involves ICE. If HSI has any further questions in SC let me know I can put them in contact with someone here but as of this point no one has found Nexus to be committing any criminal acts.



Thanks,

(b)(6),(b)(7)(C)

Deportation Officer

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 4:00 PM  
**To:** (b)(6),(b)(7)(C)  
**Cc:** (b)(6),(b)(7)(C)  
**Subject:** FW: Duty Call - (b)(6),(b)(7)(C)

Fairfax SDDOs:

This notification is merely for informational purposes as the subject is on the WAS – ND BOND DOCKET (b)(6),(b)(7)(C), but the subject appears to be residing in our area. Please see below.

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 3:45 PM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** FW: Duty Call - (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

See if you could locate someone in WAS ERO and pass this on for situational awareness.

Regards

(b)(6),(b)(7)(C)  
SDDO/Non-Detain/ATD  
(b)(6),(b)(7)(C)  
North Charleston, SC 29405  
(843)7 (b)(6),(b)(7)(C) Office

**From:** Skinner, Felicia S  
**Sent:** Friday, May 16, 2014 11:45 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Is this on our docket or does he reside in our jurisdiction? If not, forward to the appropriate field office for their situational awareness and any other action deemed necessary.

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 11:40 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

I don't know if it is something of interest. However, it was something passed on from another agency and taught should know.

Regards

(b)(6),(b)(7)(C)

SDDO/Non-Detain/ATD

(b)(6),(b)(7)(C)

North Charleston, SC 29405

(843)74 (b)(6),(b)(7)(C) Office

**From:** (b)(6),(b)(7)(C)

**Sent:** Friday, May 16, 2014 11:34 AM

**To:** (b)(6),(b)(7)(C)

**Subject:** RE: Duty Call (b)(6),(b)(7)(C)

Please see the below email from COA HSI SA (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

(803-46 (b)(6),(b)(7)(C) called our office complaining that an Immigration Officer has been at her residence (complainant's phone disconnected before I could get the address) twice this week.... She stated that the officer informed him that if he didn't report that he changed his address that the officer could arrest him. "

He's not an ATD case. He's on a WAS bond docket, but Supporting Info provides a (b)(6),(b)(7)(C) address as of 05/15. There isn't an indication in (b)(7)(E) that you guys have been looking at him either. It doesn't make sense that an ERO officer would go to someone's house and threaten to arrest him/her if they didn't update their address.

Bailbondsmen perhaps???

**From:** (b)(6),(b)(7)(C)

**Sent:** Friday, May 16, 2014 11:13 AM

**To:** (b)(6),(b)(7)(C)

**Cc:**

**Subject:** RE: Duty Call (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Of course you know that this is not any of us. According to (b)(7)(E) this guy is currently on a non-detained (b)(7)(E) docket in Washington, DC. He was release on 03/18/2014 after paying a \$10,000 bond. I checked in (b)(7)(E) and his trial is still pending. They're no comments mentioning any type of home visit in (b)(7)(E) it (b)(7)(E) may be a possible CHL ATD case that hasn't been transferred in (b)(7)(E)

(b)(6),(b)(7)(C)

Are you familiar with the above listed subject?

(b)(6),(b)(7)(C)

Deportation Officer

USDHS ICE/ ERO  
Columbia, South Carolina  
Official Cell: (704)6 (b)(6),(b)(7)(C)



**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 10:19 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** Duty Call (b)(6),(b)(7)(C)

Hey guys,

(b)(6),(b)(7)(C) (803-4 (b)(6),(b)(7)(C)) called our office complaining that an Immigration Officer has been at her residence (complainant's phone disconnected before I could get the address) twice this week "harassing" her husband (b)(6),(b)(7)(C). She stated that the officer informed him that if he didn't report that he changed his address that the officer could arrest him. She also informed that the officer came to the house looking for another person and threatened to arrest (b)(6),(b)(7)(C).

I know this isn't our investigation, but I just wanted to pass it on in case you guys are working this.

As a side note, she was talking about getting lawyers involved and how the officer did not have the authority to arrest him. I assured her that the officer wasn't there to harass her husband and that there was a good investigative reason for him to inform that he could be arrested and that he has the authority to do so. She was a little hostile to say the least....

Our conversation got cut because her phone hung up. I attempted to call the phone number back, but the automated voicemail advised that the telephone number was unable to accept calls at the time. I'm assuming the phone ran out of minutes.

Thanks.

Special Agent (b)(6),(b)(7)(C)  
U.S. Department of Homeland Security  
HSI | Homeland Security Investigations | RAC Columbia  
1835 Assembly Street (b)(6),(b)(7)(C) Columbia, SC 29201  
(O) 803.77 (b)(6),(b)(7)(C) (C) 803.5 (b)(6),(b)(7)(C) (F) 803.765.5437  
(b)(6),(b)(7)(C)

**From:** (b)(6),(b)(7)(C)  
**Sent:** 19 May 2014 13:00:38 +0000  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Do you know your name?

**From:** (b)(6),(b)(7)(C)  
**Sent:** Monday, May 19, 2014 9:00 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Actually, yes. I feel dumber with every P-card reconciliation I do.

(b)(6),(b)(7)(C)  
*Supervisory Detention & Deportation Officer  
Washington Field Office  
U.S. Immigration and Customs Enforcement*

(b)(6),(b)(7)(C)

**From:** (b)(6),(b)(7)(C)  
**Sent:** Monday, May 19, 2014 8:55 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Duh it is (b)(6),(b)(7) There is nothing wrong with going to their house and making house calls that I can see. They have always been threatening to arrest and detain people but not like they can bring them back to us. Did you forget about old (b)(6),(b)(7)(C)

**From:** (b)(6),(b)(7)(C)  
**Sent:** Monday, May 19, 2014 8:53 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Wow...have you heard of them doing this to anyone else?

(b)(6),(b)(7)(C)  
*Supervisory Detention & Deportation Officer  
Washington Field Office  
U.S. Immigration and Customs Enforcement*

(b)(6),(b)(7)(C)

**From:** (b)(6),(b)(7)(C)  
**Sent:** Monday, May 19, 2014 8:47 AM  
**To:** (b)(6),(b)(7)(C)  
**Cc:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Good morning,

The below alien is not being contacted by anyone from ICE. The alien is out on a surety delivery bond. The agent (b)(6),(b)(7)(C) is a well-known associate of a company who calls themselves Nexus run by two convicted felons in the state of VA. The Nexus company puts up collateral with (b)(6),(b)(7)(C)

who is insured by International Fidelity Insurance Company, and who posts the bond. The Nexus company requires these aliens who they put collateral up for to wear GPS bracelets, and usually pay about \$430 per month as a trade-off for the collateral. My assumption is the people following the alien are involved in the Nexus company and the family and alien entered in to the agreement with that company so this in no way involves ICE. If HSI has any further questions in SC let me know I can put them in contact with someone here but as of this point no one has found Nexus to be committing any criminal acts.

Thanks,

(b)(6),(b)(7)(C)

Deportation Officer

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 4:00 PM  
**To:** (b)(6),(b)(7)(C)  
**Cc:** [Redacted]  
**Subject:** FW: Duty Call - (b)(6),(b)(7)(C)

Fairfax SDDOs:

This notification is merely for informational purposes as the subject is on the WAS – ND BOND DOCKET (b)(6),(b)(7)(C), but the subject appears to be residing in our area. Please see below.

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 3:45 PM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** FW: Duty Call - (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

See if you could locate someone in WAS ERO and pass this on for situational awareness.

Regards

(b)(6),(b)(7)(C)  
SDDO/Non-Detain/ATD  
(b)(6),(b)(7)(C)  
North Charleston, SC 29405  
(843)7 (b)(6),(b)(7)(C) Office

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 11:45 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Is this on our docket or does he reside in our jurisdiction? If not, forward to the appropriate field office for their situational awareness and any other action deemed necessary.

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 11:40 AM  
**To:** Skinner, Felicia S  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

I don't know if it is something of interest. However, it was something passed on from another agency and taught should know.

Regards

(b)(6),(b)(7)(C)  
SDDO/Non-Detain/ATD  
(b)(6),(b)(7)(C)  
North Charleston, SC 29405  
(843)7 (b)(6),(b)(7)(C) Office

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 11:34 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

Please see the below email from COA HSI SA (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) (803-46 (b)(6),(b)(7)(C) called our office complaining that an Immigration Officer has been at her residence (complainant's phone disconnected before I could get the address) twice this week.... She stated that the officer informed him that if he didn't report that he changed his address that the officer could arrest him. "

He's not an ATD case. He's on a WAS bond docket, but Supporting Info provides a (b)(6),(b)(7)(C) address as of 05/15. There isn't an indication in (b)(6),(b)(7)(C) that you guys have been looking at him either. It doesn't make sense that an ERO officer would go to someone's house and threaten to arrest him/her if they didn't update their address.

Bailbondsman perhaps???

**From:** (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 11:13 AM  
**To:** (b)(6),(b)(7)(C)  
**Cc:** (b)(6),(b)(7)(C)  
**Subject:** RE: Duty Call - (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Of course you know that this is not any of us. According to [redacted] this guy is currently on a non-detained docket in Washington, DC. He was release on 03/18/2014 after paying a \$10,000 bond. I checked in [redacted] and his trial is still pending. They're no comments mentioning any type of home visit in [redacted] it may be a possible CHL ATD case that hasn't been transferred in [redacted] (b)(7)(E)

[redacted] (b)(6),(b)(7)(C)

Are you familiar with the above listed subject?

[redacted] (b)(6),(b)(7)(C)

Deportation Officer  
USDHS ICE/ ERO  
Columbia, South Carolina

Official Cell: (704)61 [redacted]

(b)(6),(b)(7)(C)



**From:** [redacted] (b)(6),(b)(7)(C)  
**Sent:** Friday, May 16, 2014 10:19 AM  
**To:** [redacted] (b)(6),(b)(7)(C)  
**Subject:** Duty Call - [redacted] (b)(6),(b)(7)(C)

Hey guys,

[redacted] (b)(6),(b)(7)(C) 803-46 [redacted] (b)(6),(b)(7)(C) called our office complaining that an Immigration Officer has been at her residence (complainant's phone disconnected before I could get the address) twice this week "harassing" her husband [redacted] (b)(6),(b)(7)(C) [redacted] (b)(6),(b)(7)(C) She stated that the officer informed him that if he didn't report that he changed his address that the officer could arrest him. She also informed that the officer came to the house looking for another person and threatened to arrest [redacted] (b)(6),(b)(7)(C)

I know this isn't our investigation, but I just wanted to pass it on in case you guys are working this.

As a side note, she was talking about getting lawyers involved and how the officer did not have the authority to arrest him. I assured her that the officer wasn't there to harass her husband and that there was a good investigative reason for him to inform that he could be arrested and that he has the authority to do so. She was a little hostile to say the least....

Our conversation got cut because her phone hung up. I attempted to call the phone number back, but the automated voicemail advised that the telephone number was unable to accept calls at the time. I'm assuming the phone ran out of minutes.

Thanks.

Special Agent [redacted] (b)(6),(b)(7)(C)  
U.S. Department of Homeland Security  
HSI | Homeland Security Investigations | RAC Columbia  
1835 Assembly Street, [redacted] (b)(6),(b)(7)(C) Columbia, SC 29201

(O) 803.7[redacted] (C) 803.51[redacted] (F) 803.765.5437  
[redacted]



**From:** (b)(6),(b)(7)(C)  
**Sent:** 8 May 2013 14:46:44 +0000  
**To:** (b)(6),(b)(7)(C)  
**Cc:**  
**Subject:**  
**Attachments:** NEXUS LETTER (b)(6),(b)(7)(C)

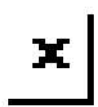
Office (b)(6),(b)(7)(C)

I do hope you are having a great day!

We have (b)(6),(b)(7)(C) who has been accepted into Nexus with GPS and alcohol monitoring, coming into ICE custody today (he was released from state charges Thursday). I submit this to you along with a letter confirming he is accepted into our program. Please let me know if he comes into your custody and please consider this when making a release decision. My cell number is 757.34 (b)(6),(b)(7)(C)

Thanks so much and please have a wonderful day.

--



(b)(6),(b)(7)(C)

**Executive Director**  
Nexus Programs, Inc.  
104 Industry Drive  
Suite 222  
Yorktown, VA 23693  
P. (757) 25 (b)(6),(b)(7)(C)  
M. (757) 59 (b)(6),(b)(7)(C)  
F. (757) 273.8130  
[www.nexusprograms.com](http://www.nexusprograms.com)

# NEXUS

Director of Removal Operations  
Enforcement and Removal Operations  
U.S. Immigrations and Customs Enforcement (ICE)  
Washington/Virginia Field Office  
2675 Prosperity Avenue, (b)(6),(b)(7)(C)  
Fairfax, VA 20598-5216

April 8th, 2013

Re: (b)(6),(b)(7)(C)

Dear Sir/Madam,

(b)(6),(b)(7)(C) has applied to Nexus Programs, and he has been accepted into our behavior diversion program with GPS tracking and alcohol monitoring. (b)(6),(b)(7)(C) stands charged with DWI: 1st offense and Driving With No Valid O/L in the General District Court of the County of Prince William. It appears his charges resulted from an incident where (b)(6),(b)(7)(C) may have been intoxicated, and (b)(6),(b)(7)(C) will be conditioned not to consume alcohol for the length of time she remains in the Nexus program.

(b)(6),(b)(7)(C) is bail eligible in Fairfax County, where a secured bond has been posted. (b)(6),(b)(7)(C) is now no longer being held by the Commonwealth of Virginia, and therefore will be transferring to ICE custody. Nexus Programs has agreed to track Mr. (b)(6),(b)(7)(C) with a GPS tracking device. Our Relialert tracking devices allow for continuous tracking of a defendant and the bands used to attach the bracelet are made with stainless steel and cannot be cut off with household cutting devices.

Upon entering Nexus Programs, (b)(6),(b)(7)(C) will be subject to the following conditions:

- Continuous GPS tracking and Alcohol Monitoring (by electronic device).
- Random Drug/Alcohol Testing.
- Maintain employment.
- 10PM Curfew.
- Completion of Alcohol Abuse Diversion Program.

We understand that immigration action will continue against (b)(6),(b)(7)(C) but ask that his immigration detainer be removed while he awaits trial in Fairfax and resolution of the immigration action against her. We appreciate your consideration.

Nexus Programs is a religious based organization that focuses on pretrial monitoring and re-entry programs in Virginia, Maryland, and North Carolina. We administer GPS Tracking services as a condition of bond or suspended sentence pursuant to Virginia Code Section §19.2-123 and Section §19.2-303, respectively. We provide diversion programs in the areas of theft, domestic violence, anger management, drug and alcohol abuse, and others. We also offer general pretrial and post sentencing supervision to include drug and alcohol testing.

Sincerely,

(b)(6),(b)(7)(C)

Executive Director  
Nexus Programs Inc.  
104 Industry Drive, 2<sup>nd</sup> Floor  
Yorktown, VA 23693  
(757) 34 (b)(6),(b)(7)(C)  
www.nexusprograms.com

**From:** (b)(6),(b)(7)(C)  
**Sent:** 31 Oct 2013 12:06:59 -0400  
**To:** (b)(6),(b)(7)(C)  
**Subject:** RE: FYI NEXUS

I asked her why she thought the bail bonds agency would have an office in their office for this company and they would list them on their website and she did not know but the church is sponsoring collateral River Rock Church. She was not sure of the last name of (b)(6),(b)(7)(C) mom (knows first name is (b)(6),(b)(7)(C) thinks her last name is (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) I spoke to IEA (b)(6),(b)(7)(C) this morning because (b)(6),(b)(7)(C) said he talked to (b)(6),(b)(7)(C) after (b)(6),(b)(7)(C) case claimed to (b)(6),(b)(7)(C) have paid bond to nexus. (b)(6),(b)(7)(C) did not remember the alien number or name but said this is not the first one. He said the aliens told him in interviews people from Nexus come to the jails sometimes male and one female. He said female name started with (b)(6),(b)(7)(C) which if (b)(6),(b)(7)(C) clients are telling her (b)(6),(b)(7)(C) mom comes there her name is (b)(6),(b)(7)(C)

**From:** (b)(6),(b)(7)(C)  
**Sent:** Thursday, October 31, 2013 11:33 AM  
**To:** (b)(6),(b)(7)(C)  
**Subject:** FYI NEXUS

To recap the conversation with (b)(6),(b)(7)(C) she said that her clients indicated being visited and in contact with (b)(6),(b)(7)(C) and others from Nexus while at Rapp and Farmville. She said that (b)(6),(b)(7)(C) is ordained (in some email she sent it said ordained online) and is using collateral of his jail to post bonds. She said Nexus has an office at the Fairfax Freedom Bonds office and Freedom lists them on their website (don't see them listed right now). I asked if she could give me any a numbers of her clients who complained about the program and wanted to know how they were contacted. I told I did have copy of her email she sent around about the company and due to that and other inquiries I was gathering information but there was no investigation. I told her I could not investigate the matter and would make no promises that anything could or would be done about the issues she says are going on. Told her I would like to know when her clients were contacted by Nexus, where they were when they were contacted (ie. Jail), and if this contact was in person or by phone. She said (b)(6),(b)(7)(C) mom (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) is involved and has been visiting jail. I had asked if the bonding agents were ever in contact about NEXUS and she said they were referring her clients to NEXUS and had an office at Freedom. Asked that she send any info she had so we could review. She said attorney (b)(6),(b)(7)(C) has clients involved and (b)(6),(b)(7)(C) from ISAP is aware of the NEXUS program and people with ATD have had aliens involved. She said she had one client who was mand det who she will email me more info on who said they promised him release for payment. (b)(6),(b)(7)(C) told me to talk to officer (b)(6),(b)(7)(C) who goes to court (b)(6),(b)(7)(C) because (b)(6),(b)(7)(C) came up to her and told her that the pastor and members of Nexus came to window asking about hearing dates. Told her (b)(6),(b)(7)(C) was not an officer and if she wants to discuss the case she will need to contact you or I at this time. (b)(6),(b)(7)(C) emailed me a few emails relating to the criminal cases with (b)(6),(b)(7)(C) and facebook pages: (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) Called (b)(6),(b)(7)(C) from ISAP he said he will send me Nexus paperwork aliens have given to ISAP and a numbers of aliens. He has been in contact with (b)(6),(b)(7)(C) and (b)(6),(b)(7)(C) who have clients involved with NEXUS.