

Exhibit List

EXHIBIT SHEET

- Exhibit – A Discipline Spreadsheet
- Exhibit – B List of Management and Supervisory Personnel Interviewed
- Exhibit – C Affidavit of David Aguilar
- Exhibit – D Property Search Printouts for Douglas Personnel.
- Exhibit – E Transcription of Statement of Norma King
- Exhibit – F Memorandums Generated by INS Management to employees addressing travel issues and attempting to correct the situation

Exhibit A

Case	Name	Employee Rec'd Proposal	Action	Info Requested	Ext. Req.	Union or Other Rep.	Specialist	HR Response Faxed	7114 Info Sent	Oral Reply Date	Final decision	Date DL sent to Specialist
4090	Acosta, V	1/15/2004	removal	#####	#####	Weeks	Sun	1/30/2004	2/11/2004	17-Mar	Removal	done
2546	Alva, E	1/16/2004	30	N/A	#####	Dimas	Cruz	1/29/2004			20 day	done
4090	Amodeo, P.	1/15/2004	30	#####	#####	Bauder	Shiver	1/29/2004		18-Mar	NA	done
2553	Anderson, C	1/22/2004	30	#####	#####	Weeks	Cruz	1/29/2004	2/11/2004	18-Mar	20 day	6/7/2004
2546	Badousek, J	1/15/2004	30	#####	#####	N/A	Cruz	1/29/2004		17-Mar	WR	done
2553	Cancel, M	1/15/2004	30	#####	#####	Nighswander	Shiver	1/29/2004	2/10/2004	17-Mar	NA	4/15/2004
2553	Cervantes, A	1/15/2004	30	#####	#####	McCubbin III	Shiver	1/29/2004	2/10/2004	18-Mar	NA	done
2553	Davis, B	1/17/2004	30	#####	#####	Weeks	Cruz	1/29/2004	2/11/2004	18-Mar	20 day	6/7/2004
2553	Deem, M	1/17/2004	30	#####	#####	Coleman	Cruz	1/29/2004	2/11/2004		NA	done
2546	Dill, C	1/19/2004	removal	#####	#####	Nighswander	Sun	1/30/2004	2/11/2004	17-Mar	NA	closed NA
2546	Flores, A	1/15/2004	30	*1/20/2004	#####	Berger	Shiver	1/29/2004			NA	done
2553	Gomez, Pedro JR.	1/15/2004	30	#####	#####	McCubbin III	Shiver	1/29/2004	2/10/2004	18-Mar	NA	done
2553	Gomez, Peter	1/20/2004	30	#####	#####	McCubbin III	Shiver	1/29/2004	2/10/2004	18-Mar	NA	done
4090	Gonzales, M	1/20/2004	30	#####	#####	Bauder	Shiver	1/29/2004		18-Mar	20 day	6/7/2004
2546	Gonzalez, R	1/22/2004	de + 5		#####	Pinkard	Sun	1/28/2004	N/A			done
2546	Gueira, H	1/14/2004	30	#####	#####	Weeks	Sun	1/29/2004		18-Mar	20 day	6/7/2004
2546	Guerra, R	1/14/2004	removal	#####	#####	Berger	Sun	1/28/2004	N/A		20 day	6/7/2004
2546	Gulley, R	1/15/2004	30	#####	#####	Bauder	Cruz	1/29/2004	2/11/2004	18-Mar		done
2546	Hayes, J	1/15/2004	30	#####	#####	Weeks	Sun	1/29/2004		18-Mar	20 day	6/7/2004
2553	Hernandez, V	1/16/2004	30	#####	#####	McCubbin III	Cruz	1/29/2004	2/11/2004	18-Mar	20 day	6/7/2004
2553	Huckvalle, M	1/15/2004	30	#####	#####	Bauder	Cruz	1/29/2004	2/11/2004	18-Mar	20 day	6/7/2004
2553	Kelley, K	1/15/2004	30	#####	#####	Bauder	Cruz	1/29/2004	2/11/2004	18-Mar	20 day	6/7/2004
2553	Kourda, S	1/14/2004	30	#####	#####	McCubbin III	Shiver	1/29/2004	2/10/2004	18-Mar	NA	done
2553	Kucharski, C	Letter to PAIC for issue 2/10	30	N/A	N/A	N/A	Cruz	N/A	N/A	N/A	removal effective 2/22/04	done
2553	Kuhn, P	1/30/2004	30	N/A	#####	N/A	Shiver	2/10/2004	no reply		20 day	6/7/2004
4090	Leyva, R Jr.	2/9/2004	removal	2/11/2004	#####	Flagler	Eres	2/12/2004	2/12/2004		removal	6/7/2004
2546	Linars, M	1/14/2004	30	N/A	#####	N/A	Sun	1/29/2004		17-Mar	15 day	6/7/2004
4090	Marquez, S		14				Mari				14 day	done
2546	Nelson, D	1/14/2004	30	#####	#####	Weeks	Sun	1/29/2004		17-Mar	20 day	done
4090	Nichols, R		14				Mari				14 day	done

Case	Name	Employee Rec'd Proposal	Action	Info Requested	Ext. Req.	Union or Other Rep	Specialist	HR Response Faxed	7114 Info Sent	Oral Reply Date	Final decision	Date DL sent to Specialist
2546	Olivas, J	1/16/2004	30	#####	#####	McCubbin III	Cruz	1/29/2004		18-Mar	20 day	6/7/2004
2553	Regan, G	1/16/2004	30	#####	#####	McCubbin III	Cruz	1/29/2004	2/11/2004	18-Mar	20 day	6/7/2004
2553	Renteria, A	1/16/2004	30	#####	#####	Bauder	Cruz	1/29/2004	2/11/2004	18-Mar	20 day	6/7/2004
2553	Rogers, C	1/16/2004	30	#####	#####	Bauder	Shiver	1/29/2004	2/10/2004	18-Mar	NA	done
2553	Ronquillo, A	1/15/2004	30	#####	#####	Colgan	Shiver	N/A	N/A		NA	done
2553	Rubio, J	1/16/2004	30	#####	#####	Bauder	Shiver	1/29/2004	2/10/2004	18-Mar	NA	done
4090	Salamat, J	1/14/2004	30	#####	#####	McCubbin III	Cruz	1/29/2004	N/A	18-Mar	NA	done
2553	Samaniego, R	1/15/2004	45	#####	#####	Weeks	Shiver	1/29/2004	2/10/2004	18-Mar	45 day	6/7/2004
2553	Seager, M	1/19/2004	30	#####	#####	Bauder	Cruz	1/29/2004	2/11/2004	18-Mar	20 day	6/7/2004
2546	Silva P	1/15/2004	30	#####	#####	Weeks	Sun	1/29/2004		18-Mar	20 day	6/7/2004
2553	Stacy, S	1/22/2004	30	#####	#####	Bauder	Shiver	1/29/2004	2/10/2004	18-Mar	NA	done
2546	Umberger, M	1/26/2004	removal	#####	#####	Nighswander	Sun	1/29/2004	2/11/2004	17-Mar	NA	closed NA
2553	Weaver, J	1/16/2004	30	#####	#####	McCubbin III	Shiver	1/29/2004		18-Mar	NA	done
2553	Weaver, M	1/16/2004	30	N/A	#####	N/A	Shiver	1/29/2004	N/A	17-Mar	NA	done
2553	Wilton, M	1/15/2004	30	#####	#####	Bauder	Cruz	1/29/2004	2/11/2004	18-Mar	20 day	6/7/2004
* No 7114b information requested												

Exhibit B

Managers and supervisors interviewed:

July 16, 2004

Norma King, PAIC
Fort Hancock, TX

August 10, 2004

Kevin Stevens, ACPA
Tucson, AZ

Carla Provost, FOS
Douglas, AZ

August 11, 2004

Carlos Carrillo, Associate Chief
Washington, D.C.

August 19, 2004

Mike Fisher, Associate Chief
Washington, D.C.

Rowdy Adams, Associate Chief
Washington, D.C.

August 30, 2004

Rowdy Adams, Associate Chief
Washington, D.C.

Kelly Good, Assistant Chief
Washington, D.C.

August 31, 2004

Dwayne Miller, FOS
Douglas, AZ

Bert De La Cruz, Acting PAIC
Douglas, AZ

Kevin Smith, FOS
Douglas, AZ

Hector Maese, FOS
Douglas, AZ

Mike Hyatt, FOS
Douglas, AZ

September 1, 2004

Alfredo Chavez, SBPA
Douglas, AZ

Matthew Hudak, SBPA
Douglas, AZ

Aaron Hull, FOS
Douglas, AZ

William Leafstone, SBPA
Douglas, AZ

Benito Lizardi, SBPA
Douglas, AZ

Juan Curbelo, SBPA
Douglas, AZ

Hugo Gonzalez, SBPA
Douglas, AZ

Arturo Herrera, SBPA
Douglas, AZ

September 2, 2004

Gerardo Melendez, SBPA
Douglas, AZ

Ross Nichols, SBPA
Douglas, AZ

Roberto Torres, SBPA
Douglas, AZ

Noel Quinones, SBPA
Douglas, AZ

Thomas Roddey, SBPA
Douglas, AZ

Carlos Teran, SBPA
Douglas, AZ

Rey Montoya, SBPA
Douglas, AZ

September 14, 2004

Sonia Spaulding, RAIC
San Diego, CA

Robert Duff, SBPA
San Diego, CA

Meri Axberg, SBPA
San Diego, CA

Ed Quirk, SBPA
San Diego, CA

Moises Zazueta, SBPA
San Diego, CA

William Zuconi, SBPA
San Diego, CA

George Prat, SBPA
San Diego, CA

David Kimball, SBPA
San Diego, CA

James Parker, FOS
San Diego, CA

John Hines, SBPA
San Diego, CA

Olimpiades Cardines, SBPA
San Diego, CA

Marc O'Donnell, SBPA
San Diego, CA

Jaime Hernandez, FOS
San Diego, CA

September 15, 2004

George Haloulos, SBPA
San Diego, CA

Darryl Varnado, SBPA
San Diego, CA

Charles Albrecht, FOS
San Diego, CA

Russel Miles, SBPA
San Diego, CA

Tom Youngusband, SBPA
San Diego, CA

Karen Gales, SBPA
San Diego, CA

Donald, Sherman, SBPA
San Diego, CA

James Doyle, SBPA
San Diego, CA

Mandred Ng, SBPA
San Diego, CA

Darrell Mackey, SBPA
San Diego, CA

Chris Mangusing, SBPA
San Diego, CA

Adan Cortez, FOS
San Diego, CA

Bryant Brazley, SBPA
San Diego, CA

Frank Carrillo, SBPA
San Diego, CA

Cesar Doble, SBPA
San Diego, CA

Wayne Sommers, SBPA
San Diego, CA

September 16, 2004

Michael Myers, SBPA
San Diego, CA

Matilde Torres, SBPA
San Diego, CA

Manuel Ramirez, SBPA
San Diego, CA

Fernando Grijalva, FOS
San Diego, CA

Brent Johnson, SBPA
San Diego, CA

Thomas Acosta, SBPA
San Diego, CA

Kenneth Farish, SBPA
San Diego, CA

Bruce Bell, SBPA
San Diego, CA

Bill Martin, FOS
San Diego, CA

Robert Espino, FOS
San Diego, CA

Slan Lambert, SBPA
San Diego, CA

Stanley Dewitt, SBPA
San Diego, CA

Theodore Huebner, SBPA
San Diego, CA

Alejandro Chavez, SBPA
San Diego, CA

Carlos Malandris, SBPA
San Diego, CA



Department of Homeland Security
 Bureau of Customs and Border Protection
 U.S. Border Patrol

Office of the Chief Patrol Agent
 Laredo Sector Headquarters
 207 W. Del Mar Blvd.
 Laredo, Texas 78041

July 14, 2004

MEMORANDUM FOR: PAIC Norma King

FROM: John J. Smietana, Jr.
 Supervisory Border Patrol Agent
 Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
 REQUIRED TO PROVIDE INFORMATION

This is an official administrative inquiry regarding allegations of misconduct or improper performance of official duties. In accordance with the Privacy Act of 1974, you are advised that the authority to conduct this interview is contained in 8 CFR 103.1 (e).

The purpose of this interview is to obtain information which will assist the determination of whether administrative action is warranted.

You are going to be asked a number of specific questions regarding the performance of your official duties.

You have a duty to reply to these questions and disciplinary action, including dismissal, may be undertaken if you refuse to answer or fail to reply fully and truthfully.

Neither your answers nor any information or evidence gained by reason of your answers can be used against you in any criminal proceeding, except that if you knowingly and willfully provide false statements or information in your answers, you may be criminally prosecuted for that action. The answers you furnish and any information or evidence resulting therefore may be used in the course of disciplinary proceeding which could result in disciplinary action, including dismissal.

ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Employee's Signature

Time/Date

7-16-04 7:35 am



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

July 29, 2004

MEMORANDUM FOR: Carlos Carrillo

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

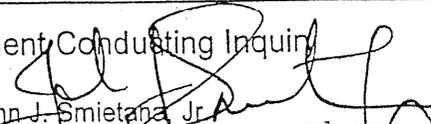
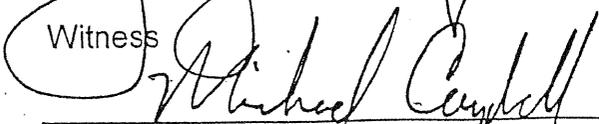
Agent Conducting Inquiry

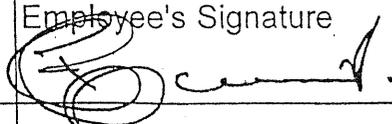
John J. Smietana, Jr.

Witness

Employee's Signature

Time/Date






Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

July 29, 2004

MEMORANDUM FOR: Carla Provost

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Employee's Signature

Time/Date

11:17 A.M.

08-10-04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

July 29, 2004

MEMORANDUM FOR: Kevin Stevens

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Michael Cepillo

Employee's Signature

Time/Date

8-10-04

1:15 PM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

July 29, 2004

MEMORANDUM FOR: Mike Fisher

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Time/Date

Witness

Michael Coyell

8/19/04 1:05 pm EST



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

July 29, 2004

MEMORANDUM FOR: Rowdy Adams

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Employee's Signature

Rowdy Adams

Time/Date

08-30-04 2pm



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

August 31, 2004

MEMORANDUM FOR: Bert De La Cruz

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry John J. Smietana, Jr.	Employee's Signature
Witness 	Time/Date 8/31/04 841A



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

August 31, 2004

MEMORANDUM FOR: Dwayne Miller

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana Jr.

Witness

Michael Campbell

Employee's Signature

[Handwritten Signature]

Time/Date

8-31-04 806A



August 31, 2004

MEMORANDUM FOR: Kevin Smith

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry
John J. Smietana, Jr.

Employee's Signature

Witness

Michael Cepeda

Time/Date

8/31/04 9:45



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

August 31, 2004

MEMORANDUM FOR: Hector Maese

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Employee's Signature

Time/Date

8/31/04

11:04 AM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

August 31, 2004

MEMORANDUM FOR: Mike Hyatt

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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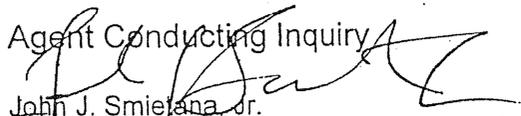
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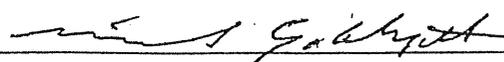
ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

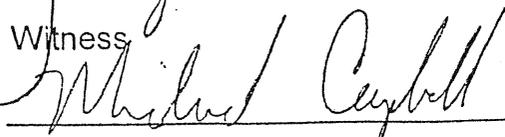
Agent Conducting Inquiry


John J. Smietana, Jr.

Employee's Signature



Witness


Michael Caybell

Time/Date

8/31/04 1:57



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

August 31, 2004

MEMORANDUM FOR: Aaron Hull

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

This is an official administrative inquiry regarding allegations of misconduct or improper performance of official duties. In accordance with the Privacy Act of 1974, you are advised that the authority to conduct this interview is contained in 8 CFR 103.1 (e).

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Michael Campbell

Employee's Signature

[Handwritten Signature]

Time/Date

09/01/04 9:21 AM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: Edward Quirk

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

E. Quirk

Witness

Michael Campbell

Time/Date

9-14-04 1008



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: Moises Zazueta

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

9-14-04

1040



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: William Zucconi

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Michael Campbell

Time/Date

9-14-04 11:05 AM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: George Prat

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

11:27 A.M.

9/14/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: David Kimball

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

9/14/04 1:00 p.m.



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: James Parker

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

Michael Cayll

1:20 PM 09/14/2004



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: John Hines

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Michael Campbell

Time/Date

9/14/04 1:48 pm



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: Olimpiades Cardines

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

9/14/04 2:35 PM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: Marc O'Donnel

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Employee's Signature

Time/Date

3:00 PM

9/14/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: Jaime Hernandez

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

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Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Michael Campbell

Employee's Signature

Time/Date



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Darryl Varnado

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Darryl Varnado

Witness

Michael Campbell

Time/Date

9/15/04 0835



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Charles Albrecht

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry
John J. Smietana, Jr.

Employee's Signature

Charles A. Albrecht

Witness

Michael Campbell

Time/Date

15 SEP 04 09:00



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Russel Miles

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

9/15/04 9:23 AM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 1, 2004

MEMORANDUM FOR: William Leafstone

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Employee's Signature

Time/Date

9/1/04 10:10 AM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 1, 2004

MEMORANDUM FOR: Alfredo Chavez

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Employee's Signature

Time/Date

9/1/04

8:05 AM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 1, 2004

MEMORANDUM FOR: Matthew Hudak

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Time/Date

9/1/04 0900

Witness

Michael Cabell



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 1, 2004

MEMORANDUM FOR: Benito Lizardi

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent/Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Benito J. Lizardi

Witness

Michael Campbell

Time/Date

9/1/04 11:05 PM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 1, 2004

MEMORANDUM FOR: Juan Curbelo

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

1:00 PM

9/1/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 1, 2004

MEMORANDUM FOR: Hugo Gonzalez

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Employee's Signature

Time/Date

9/01/04 2:05 P.M.



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 1, 2004

MEMORANDUM FOR: Arturo Herrera

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

9/1/04 3:10pm



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 2, 2004

MEMORANDUM FOR: Rey Montoya

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Time/Date

Witness

9/2/04 2:57 PM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 2, 2004

MEMORANDUM FOR: Carlos Teran

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry John J. Smietana, Jr.	Employee's Signature <i>Carlos Teran</i>
Witness <i>Michael Capelli</i>	Time/Date 09/02/04 2:04 PM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 2, 2004

MEMORANDUM FOR: Thomas Roddey

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

1:51 9-2-04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 2, 2004

MEMORANDUM FOR: Gerardo Melendez

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

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Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Michael Coyell

Employee's Signature

Gerardo Melendez

Time/Date

9/2/04 8:13AM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 2, 2004

MEMORANDUM FOR: Ross Nichols

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Ross Nichols

Witness

Michael Campbell

Time/Date

9:10

9/2/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 2, 2004

MEMORANDUM FOR: Noel Quinones

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry John J. Smietana, Jr.	Employee's Signature <i>Noel Quinones</i>
Witness <i>Michael Campbell</i>	Time/Date 9/2/04 10:55 AM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 2, 2004

MEMORANDUM FOR: Roberto Torres

FROM: John J. Smietana, Jr.
Assistant Chief Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

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Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Roberto Torres

Witness

Michael Cuyell

Time/Date

10:05 AM 9/2/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: Sonia Spaulding

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.
John J. Smietana, Jr.

Witness

Michael Campbell
Michael Campbell

Employee's Signature

Sonia C. Spaulding
Sonia C. Spaulding

Time/Date

9-14-04 8 43



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: Robert Duff

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry John J. Smietana, Jr.	Employee's Signature
Witness 	Time/Date 9-14-03 9:21A



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 14, 2004

MEMORANDUM FOR: Meri Axberg

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

9-14-04

9:41



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Tom Younghusband

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

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Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

Michael Campbell

[Handwritten Signature]

9:45 AM 9/15/04



Department of Homeland Security
 U.S. Customs and Border Protection
 Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Karen Gales - Lopez

FROM: John J. Smietana, Jr.
 Supervisory Border Patrol Agent
 Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
 REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

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Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

Michael Corbett

9-15-04 10:10 AM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Donald Sherman

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

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Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Employee's Signature

Donald K. Sherman

Time/Date

10:37 AM 9/15/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: James Doyle

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

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Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Employee's Signature

Time/Date

[Signature]
9/15/04 11:03

[Signature]
9/15/04 11:03



September 15, 2004

MEMORANDUM FOR: Mandred Ng

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

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Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

9/15/04 11:27 AM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Darrell Mackey

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

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Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Michael Campbell

Employee's Signature

Time/Date

12:55 PM

9/15/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Chris Mangusing

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

1:25 PM 9/15/04



Department of Homeland Security
 U.S. Customs and Border Protection
 Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Adan Cortez

FROM: John J. Smietana, Jr.
 Supervisory Border Patrol Agent
 Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
 REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

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Agent Conducting Inquiry
 John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

1:50 PM 9/15/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Bryant Brazley

FROM: John J. Smetana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smetana, Jr.

Witness

Employee's Signature

Time/Date

9/15/04 2:32 PM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Frank Carrillo

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Time/Date

Witness

Michael Campbell

9/15/04 3:25



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Cesar Doble

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

3:45 PM

9/15/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 15, 2004

MEMORANDUM FOR: Wayne Sommers

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Michael Campbell

Employee's Signature

Wayne A. Sommers

Time/Date

09/15/04

4:10 PM



Department of Homeland Security
 U.S. Customs and Border Protection
 Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Carlos Malandris

FROM: John J. Smietana, Jr.
 Supervisory Border Patrol Agent
 Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
 REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

Michael Campbell

4:11 PM

9/16/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Alejandro Chavez

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

3:55 P.M

9/16/04



Department of Homeland Security
 U.S. Customs and Border Protection
 Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Theodore Huebner

FROM: John J. Smietana, Jr.
 Supervisory Border Patrol Agent
 Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
 REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

9/16/04 3:30pm



Department of Homeland Security
 U.S. Customs and Border Protection
 Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Stanley Dewitt

FROM: John J. Smietana, Jr.
 Supervisory Border Patrol Agent
 Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
 REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry
 John J. Smietana, Jr.

Employee's Signature
 Stanley L. Dewitt

Witness
 Michael Campbell

Time/Date
 9/16/2004 1502



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Alan Lambert

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

9/16/04 2:19 PM



Department of Homeland Security
 U.S. Customs and Border Protection
 Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Robert Espino

FROM: John J. Smietana, Jr.
 Supervisory Border Patrol Agent
 Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
 REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

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Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

2010pm 9/16/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Bill Martin

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

1:28pm 9/16/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Bruce Bell

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

11:49 AM

9/16/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

16
September ~~14~~ 2004

MEMORANDUM FOR: Kenneth Farish

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry
John J. Smietana, Jr.

Employee's Signature

Witness

Michael Campbell

Time/Date

11:25 AM

9/16/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Thomas V. Acosta

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry John J. Smietana, Jr.	Employee's Signature
Witness 	Time/Date 10:50 AM 9/16/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Brent Johnson

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Michael Campbell

Employee's Signature

Brent Johnson

Time/Date

10:25 a.m. 09/16/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Fernando Grijalva

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Witness

Time/Date

9/16/04 9:40 AM



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Manuel Ramirez

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: **WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION**

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Witness

Michael Caylliff

Employee's Signature

Time/Date

9:00 Am

9/16/04



Department of Homeland Security
U.S. Customs and Border Protection
Office of Internal Affairs

Office of Internal Affairs

September 16, 2004

MEMORANDUM FOR: Matilde Torres

FROM: John J. Smietana, Jr.
Supervisory Border Patrol Agent
Laredo, Texas

SUBJECT: WARNINGS AND ASSURANCES TO EMPLOYEE
REQUIRED TO PROVIDE INFORMATION

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ACKNOWLEDGMENT

I have read and understand my rights and obligations as set forth above.

Agent Conducting Inquiry

John J. Smietana, Jr.

Employee's Signature

Matilde Torres

Witness

Michael Corbett

Time/Date

8:35

9/16/04

Exhibit C

I, David V. Aguilar, voluntarily make the following statement concerning my actions in certain matters arising out of Operation Safeguard. Operation Safeguard is a Border Patrol enforcement initiative that occurred in the Tucson Sector including the time periods of FY 2000-2001. Operation Safeguard actually began in 1998 and continued into FY-2003.

I am the Chief Patrol Agent for the Tucson Sector of the United States Border Patrol. I officially entered on duty at Tucson Sector in December of 1999. The Tucson Sector is comprised of eight Border Patrol Stations located along the southern portion of the state of Arizona. The sector's border area of responsibility along Arizona's border with Mexico is 261 linear miles. Each of the Border Patrol Stations is responsible for varying areas of responsibility within the sector. Each station is managed and supervised by a Patrol Agent in Charge. The Agents in Charge report to me through the chain of command: Agent in Charge to Assistant Chief Patrol Agent(s) to Deputy Chief Patrol Agent and on to me as the Chief Patrol Agent. The Tucson Sector is currently comprised of myself as the Chief Patrol Agent, the Deputy Chief Patrol Agent, 8 Assistant Chief Patrol Agents, 8 Patrol Agents in Charge, with a total authorized force of 2000 officer corps positions and approximately 200 support positions.

Operation Safeguard was already an ongoing operation in the Tucson Sector when I entered on duty. I did not receive any formal briefings on the operation upon my arrival in Tucson from the Regional or Headquarters levels. My staff provided existing operations plans to me when I entered on duty. I was updated on the ongoing operations, the tactical application of the personnel and technology resources, the strategical deployments, and the levels of resources available. Available resources included detailed personnel into the Douglas Border Patrol Station.

When I arrived at the Tucson Sector, one of my main focuses was maximizing the use of the resources available, reviewing the ongoing operations and insuring that tactical operations supported the deterrence based strategy of Operation Safeguard. I visited field locations numerous times to review operations first hand. The detail groups into the Douglas Station were being rotated in to and out of Douglas every thirty days (approximately). The purpose of the details was to augment the station personnel resources while permanent resources were hired, trained, and assigned in order to build up the Douglas Station. Douglas Station leadership and representatives from Sector in briefed the rotations of detailers. Usually, the Assistant Chief with oversight over the Douglas Station or his back up represented Sector. The main purpose of the in briefings was reviewing the strategy, the tactics being employed, and the rationale for the means of operations and deployments. One of the reasons that I felt this was important was due to the diversity of operational backgrounds that the agents brought from their home stations. The levels of activity that were then occurring in Douglas, the urban areas where the activity was occurring, and the community frustrations and dynamics demanded very focused, sustained, and disciplined command and control of the personnel assignments. In many cases this operational approach was new to the agents being detailed into the Douglas Station. Having the detailed agents understand the strategy, the deployments, and the overall operation increased the efficiency and utility of the detailed personnel.

In addition to the operational component of the in briefings there were several other administrative and logistical sections within the in briefs.

I attended at least one of the in briefings and participated in the strategy and operational portion of the brief. I do not recall the date. I did not stay for the entire in briefing and departed after I answered operational questions that were posed to me. I do not recall the issue of housing being raised or discussed during my operational briefing to the detailers.

I do not recall the exact date that allegations relating to housing or per diem issues were first brought to my attention. When they were first raised and brought to my attention, I directed that the allegations immediately be communicated as per policy and regulation. The Tucson Office of Inspector General and the INS Office of Internal Affairs would have been called. At some point after the allegations were received, notification would also have been made to the then Western Regional Office of INS. As I recall, the then Deputy Chief Patrol Agent Ed Pyeatt, called in the allegations to OIA and OIG and then followed up with a sector cover memorandum and supporting memorandums that came in from the field.

As I recall, the allegations were brought to sector's attention through the Douglas Station chain of command, Assistant Agent in Charge Norma King and Agent in Charge Rowdy Adams. Subsequent to the allegations being raised the matter was discussed with Agent in Charge Adams. At this time we asked for direction from OIG as to whether or not the matter of potential unethical or illegal activity could be raised and/or discussed with Douglas Station personnel. The only response that I recall getting was that we were cautioned that this might interfere with any investigation or actions being taken. Part of the in brief package that was instituted in the latter part of 2000 contained a section on travel vouchers and travel voucher requirements. This section was covered at subsequent in briefings for the detailers with an emphasis on appropriate vouchering and improprieties.

As I recall, the first feedback that we received from the Office of Inspector general was that the allegations were presented to the U.S. Attorney's Office and that they were not interested in the matter (do not how many or if any specific cases were presented). At that time the INS Office of Internal Affairs was also looking into the matter. My understanding was that OIG passed on the case to OIA and OIA continued to follow up until the case was apparently taken back by OIG. I do not know the dates of these transactions or if both OIG and OIA were simultaneously addressing the case. Feedback to the sector was minimal.

I spoke to INS OIA Director John Chasc and Deputy Director Sue Armstrong on the case after it was reported to their office. I do not recall the number of times or dates. The purpose of the conversations in general was usually to discuss some of the efforts that were ongoing on the part of OIA relative to caseload. During one time period OIA assigned a detailed investigator to look at several outstanding cases that I felt had lingered too long. The voucher case was discussed in passing as a part of this caseload.

During the times that John Chase and I did speak we were both frustrated by OIG's position(s) on the case.

John Chase visited the Tucson Sector in December of 2001 to review the INSpires Program. INS OIA had oversight of the program and Tucson Sector was one of the first Sectors to institute the program. INSpires was a program designed to teach ethics and ethical behavior culture building. It is a program taught by peer support groups. Mr. Chase was trying to market the program to other INS programs and was reviewing Tucson's program. During Mr. Chase's visit we discussed several matters relating to pending cases. The voucher case was one of the cases we discussed. At that time he advised that he was working on generating a memorandum for the INS Commissioner on the case.

In addition to my interview with the OIG, I was subsequently interviewed by the Office of Special Counsel, not specific to the voucher case or allegations, but on a case being looked at by the OSC relating to agents that initially reported some of the voucher allegations. The voucher allegations were part of the overall interview along with questions relating to selections made by me during my tenure as Chief, assignments, certain disciplinary actions taken, and other personnel matters.

As I previously stated, early on, one of the frustrating situations that we were dealing with was a lack of direction from the investigative entities on what more the sector could do to address the matter of the allegations with employees in order to stop any possible ongoing illegal or unethical situation relating to vouchers and detailers. The only feedback we received was cautionary that any actions beyond what we were doing might interfere with any ongoing investigations. Commencing in May of 2001 the detail rotations were addressed, as a part of the in briefing, about improprieties relating to voucher submissions. The level of discussions was general and non-specific in order not to possibly impede any ongoing investigations.

An INS Leadership Meeting was called at INS Headquarters in April of 2002. One of the items discussed at the Chief Patrol Agents' breakout session was the matter of the voucher allegations case. The speaker on the matter was OIA Director John Chase. One of the things that struck me was what I perceived to be a lack of communication between the Office of OIA, the Headquarters Office of Border Patrol, and the Western Regional Director's Office on the matter. When I got back from the Leadership meeting I felt it best to generate a memorandum to the Chief of Border Patrol for the purpose of bringing him up to date on the actions taken by the sector.

This statement is based on my best recollection of the above noted matter.


David V. Aguilar

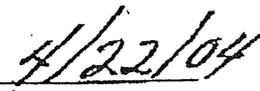

April 22, 2004

Exhibit D



[Print Window](#) | [Close Window](#)

Document 1 of 1

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: DE LA CRUZ HUMBERTO V & SUSANA; Owner Occupied

Mailing Address: 1528 MISSION DR, DOUGLAS, AZ 85607

Property Address: 1528 MISSION DR, DOUGLAS, AZ 85607

***** SALES INFORMATION *****

Recorded Date: 10/05/2001

Sale Price: \$ 83,000 (Full Amount)

Document Number: 20011028825

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 410-20-123

Legal Description: CITY: DOUGLAS

Brief Description: APPLEWHITE ADDN UNIT #3 LOT 29

Market Value Year: 2004

Market Land Value: \$ 6,500

Market Improvement Value: \$ 51,121

Total Market Value: \$ 57,621

Land Use: SFR R3 URBAN SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 2710

TAPE PRODUCED BY COUNTY: 9/2003

TID= M1CM

SSN: 526131915

NAME: DE LA CRUZ HUBERTO
DOB: 030157

ADDRESS DATA - STREET: 1528 MISSION DRIVE
CITY/STATE: DOUGLAS AZ ZIP: 856071816

PLAN: GS GRADE: 13 SERIES: 1896 UNION (Y/N): N
TITLE: SUPVY BORD PATRL AGT

POST OF DUTY: DOUGLAS
AZ

CUSTOMS EOD DATE: 100503 SERVICE COMPUTATION DATE: 070588
ORG CODE: 9501517015000000

TENURE: GROUP 1 EMPLOY STATUS: CURRENT EMPLOYEE
WORK SCHEDULE: FULL-TIME EMPLOY TYPE: FULL-TIME

(PF1=HELP) (PF2=FLD HELP) (PF3=MAIN MENU) (PF4=HIT LIST) (PF10=IMAGE)

Search Terms:

Full Name: de la cruz First: humberto City: douglas State: AZ

No.	Full Name	Address	SSN	Phone	DOB
» Current Electronic Directory Assistance Information					
1.	DELACRUZ, H DELACRUZ, HUMBERTO V	[REDACTED] 1328 W. S. ... DOUGLAS, AZ 85617-4846	526-13-1915 (AZ: 1970)	» (520)XXX-XXXX	03/1957
2.	DELACRUZ, HUMBERTO V DELACRUZ, HUMBERTO VASZUEZ DELACRUZ, HUMBERTO V (aka)	[REDACTED] 1100 E. 20TH ST. DOUGLAS, AZ 85617-9722	526-13-1915 (AZ: 1970)		03/1957
» Current EDA Info				» Current EDA Info	

49 The appearance of these flags may prompt you to investigate further. Please refer to your institution's policies.

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 Your GLBA Permissible Use is: 1. Fraud Prevention or Detection

Full Name	Address	SSN	Phone	DOB
DELACRUZ, HUMBERTO V	1528 MISSION DR DOUGLAS, AZ 85607-1816	526-13-1915	(520)-XXXX	03/01/1957 (Age:47)

Name Variations

1: DELACRUZ, H
2: DELACRUZ, HUMBERTO
3: DELACRUZ, HUMBERTO V
4: DELACRUZ, HUMBERTO VASZUEZ
5: LACRUZ, HUMBERTO VASZUEZ

SSNs Summary

#	SSN	State Iss.	Date Iss.	Warnings
Most frequent SSN attributed to subject:				
1:	526-13-1915	AZ	1970-1970	

DOBs

Reported DOBs:
03/01/1957

Address Summary - 7 records found for subject:

Address
(Current) 1528 MISSION DR DOUGLAS, AZ 85607-1816
2: 8806 SHAMA CIR LAREDO, TX 78045-6260
3: 1202 AVENIDA GLORIOSA RIO RICO, AZ 85648-3340
4: 1749 E 20TH ST DOUGLAS, AZ 85607-9722
5: 207 PETALO CT RIO RICO, AZ 85648-1830
6: 274 CIRCULO SILVA RIO RICO, AZ 85648-1021
7: 8806 CHAMA CRK LAREDO, TX 78041

Address Details

1: 1528 MISSION DR DOUGLAS, AZ 85607-1816													
<table border="1"> <tr> <td>Address: 1528 MISSION DR DOUGLAS, AZ 85607-1816 (Current)</td> <td>Household Members</td> </tr> <tr> <td>Dates: 02/06/2004</td> <td>DELACRUZ, PEDRO H</td> </tr> <tr> <td>Phones: (520)-XXXX</td> <td>DELACRUZ, SUSANA D</td> </tr> <tr> <td>Neighbors: 3 Listed - Click to view</td> <td>DELACRUZ, SUSANA</td> </tr> <tr> <td>Source: View Source</td> <td>Other Associates</td> </tr> <tr> <td></td> <td>None Listed</td> </tr> </table>	Address: 1528 MISSION DR DOUGLAS, AZ 85607-1816 (Current)	Household Members	Dates: 02/06/2004	DELACRUZ, PEDRO H	Phones: (520)-XXXX	DELACRUZ, SUSANA D	Neighbors: 3 Listed - Click to view	DELACRUZ, SUSANA	Source: View Source	Other Associates		None Listed	
Address: 1528 MISSION DR DOUGLAS, AZ 85607-1816 (Current)	Household Members												
Dates: 02/06/2004	DELACRUZ, PEDRO H												
Phones: (520)-XXXX	DELACRUZ, SUSANA D												
Neighbors: 3 Listed - Click to view	DELACRUZ, SUSANA												
Source: View Source	Other Associates												
	None Listed												
2: 8806 SHAMA CIR LAREDO, TX 78045-6260													
<table border="1"> <tr> <td>Address: 8806 SHAMA CIR LAREDO, TX 78045-6260</td> <td>Other Associates</td> </tr> <tr> <td>Dates: 05/01/2000</td> <td>DELACRUZ, HUMBERTO</td> </tr> <tr> <td>Phones:</td> <td>DELACRUZ, SUSANA</td> </tr> <tr> <td>Source: View Source</td> <td></td> </tr> </table>	Address: 8806 SHAMA CIR LAREDO, TX 78045-6260	Other Associates	Dates: 05/01/2000	DELACRUZ, HUMBERTO	Phones:	DELACRUZ, SUSANA	Source: View Source						
Address: 8806 SHAMA CIR LAREDO, TX 78045-6260	Other Associates												
Dates: 05/01/2000	DELACRUZ, HUMBERTO												
Phones:	DELACRUZ, SUSANA												
Source: View Source													
3: 1202 AVENIDA GLORIOSA RIO RICO, AZ 85648-3340													

Address: 1202 AVENIDA GLORIOSA
RIO RICO, AZ 85648-3340
Dates: 02/01/2000
Phones: 377-2866
Source: View Source

Other Associates
DELACRUZ, PEDRO H
DELACRUZ, SUSANA D
DELACRUZ, SUSANA

4: 1749 E 20TH ST DOUGLAS, AZ 85607-9722

Address: 1749 E 20TH ST
DOUGLAS, AZ 85607-9722
Dates: 05/15/2001
Phones: 377-2866
Source: View Source

Other Associates
DELACRUZ, SUSANA D
DELACRUZ, SUSANA

5: 207 PETALO CT RIO RICO, AZ 85648-1830

Address: 207 PETALO CT
RIO RICO, AZ 85648-1830
Dates: 05/01/1999
Phones:
Source: View Source

Other Associates
None Listed

6: 274 CIRCULO SILVA RIO RICO, AZ 85648-1021

Address: 274 CIRCULO SILVA
RIO RICO, AZ 85648-1021
Dates:
Phones:
Source: View Source

Other Associates
None Listed

8806 CHAMA CRK LAREDO, TX 78041

Address: 8806 CHAMA CRK
LAREDO, TX 78041
Dates: 07/2000
Phones:
Source: View Source

Other Associates
None Listed

Person Associates

#	Full Name	Address	SSN	Phone	DOB
1:	DELACRUZ, SUSANA D	1202 AVENIDA GLORIOSA RIO RICO, AZ 85648-3340 1528 MISSION DR DOUGLAS, AZ 85607-1816 1749 E 20TH ST DOUGLAS, AZ 85607-9722			05/1959
2:	DELACRUZ, PEDRO H	1202 AVENIDA GLORIOSA RIO RICO, AZ 85648	527-95-7471		
3:	DELACRUZ, SUSANA DELACRUZ, SUSANA V LACRUZ, SUSANA DE	1528 MISSION DR DOUGLAS, AZ 85607 1749 E 20TH ST DOUGLAS, AZ 85607-9722 8806 SHAMA CIR LAREDO, TX 78045-6260 1202 AVENIDA GLORIOSA RIO RICO, AZ 85648-3340	527-57-9300	377-2866	02/12/1959
4:	DELACRUZ, PEDRO H	1528 MISSION DR DOUGLAS, AZ 85607			

5: DELACRUZ, HUMBERTO

8806 SHAMA CIR
LAREDO, TX 78045

Neighbors

1528 MISSION DR DOUGLAS, AZ 85607-1816

Name	Address	Phone
NORIEGA, AMANDA M NORIEGA, AMANDA C NORIEGA, AMANDA	1525 MISSION DR DOUGLAS, AZ 85607-1815	(520)805-1577
HUMPHRIES, ZONA C FIGUEROA, ZONA C FIGUEROA, ZONA FIGUEROA, Z FIGUEROA, DONA C	1529 MISSION DR DOUGLAS, AZ 85607-1815	(520)364-2574 (520)364-2576
STUPPI, ARLENE	1532 MISSION DR DOUGLAS, AZ 85607-1816	(520)-XXXX

Source Information

All Sources	40 Documents
Finder	40 Documents



Document 1 of 1
*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ
ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: MILLER DWAYNE A & VICTORIA
Mailing Address: P O BOX 102, HEREFORD, AZ 85615
Property Address: 4432 E BIRCH CT

***** SALES INFORMATION *****

Recorded Date: 09/30/1998
Sale Price: \$ 130,000 (Full Amount)
Document Number: 19980929577
Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 104-05-017

Legal Description:

Brief Description: FOOTHILLS RANCH PHASE 1 LOT 5 SEC 7 T23 R21 1.430AC

Market Value Year: 2004
Market Land Value: \$ 21,500
Market Improvement Value: \$ 116,326
Total Market Value: \$ 137,826
Land Use: SFR R4 RURAL SUBDIVIDED
Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 6870

***** PROPERTY CHARACTERISTICS *****

Year Built:	No. of Buildings:
Stories:	Style:
Units:	Air Conditioning:
Bedrooms:	Heating:
Baths:	Construction:
Partial Baths:	Basement:
Total Rooms:	Exterior Walls:
Fireplace:	Foundation:
Garage Type:	Roof:
Garage Size:	Elevator:
Pool/Spa:	Lot Size: 1.43 AC

Building Area:

DATE PRODUCED BY COUNTY: 9/2003



Document 1 of 1
*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: SMITH JOSEPH KEVIN & KENIS GALE PULLEY

Mailing Address: PO BOX 1530, BENSON, AZ 85602

***** SALES INFORMATION *****

Recorded Date: 07/01/1999

Sale Price: \$ 15,800 (Full Amount)

Document Number: 19990720774

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 404-32-061

Legal Description:

Legal Description: DOUBLE E RANCH LOT 27-05 40.342AC

Market Value Year: 2004

Market Land Value: \$ 12,956

Total Market Value: \$ 12,956

Land Use: UNDETERMINED RUR SUBDIV

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 5500

***** PROPERTY CHARACTERISTICS *****

Year Built:	No. of Buildings:	
Stories:	Style:	
Units:	Air Conditioning:	
Bedrooms:	Heating:	
Baths:	Construction:	
Partial Baths:	Basement:	
Total Rooms:	Exterior Walls:	
Fireplace:	Foundation:	
Garage Type:	Roof:	
Garage Size:	Elevator:	
Pool/Spa:	Lot Size:	40.34 AC
	Building Area:	

TAPE PRODUCED BY COUNTY: 9/2003



Document 1 of 1

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: MAESE HECTOR & ANGELA; Owner Occupied

Mailing Address: 3001 13TH ST, DOUGLAS, AZ 85607

Property Address: 3001 13TH ST, DOUGLAS, AZ 85607

***** SALES INFORMATION *****

Recorded Date: 07/25/2001

Sale Price: \$ 120,000 (Full Amount)

Document Number: 20010721436

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 410-32-201B

Legal Description: CITY: DOUGLAS

Brief Description: FOOTHILLS ADDN LOTS 19 THRU 22 BLK 47

Market Value Year: 2004

Market Land Value: \$ 11,332

Market Improvement Value: \$ 67,669

Total Market Value: \$ 79,001

Land Use: SFR R3 URBAN SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 2710

***** PROPERTY CHARACTERISTICS *****

Year Built:	No. of Buildings:	
Stories:	Style:	
Units:	Air Conditioning:	
Bedrooms:	Heating:	
Baths:	Construction:	
Partial Baths:	Basement:	
Total Rooms:	Exterior Walls:	
Fireplace:	Foundation:	
Garage Type:	Roof:	
Garage Size:	Elevator:	
Pool/Spa:	Lot Size:	142 SF

Building Area:

PE PRODUCED BY COUNTY: 9/2003



Document 2 of 3

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: HYATT MICHAEL G & TARA L; Owner Occupied

Mailing Address: 4517 CALLE CHICO, SIERRA VISTA, AZ 85635

Property Address: 4517 CALLE CHICO, SIERRA VISTA, AZ 85635

***** SALES INFORMATION *****

Recorded Date: 04/25/2001

Sale Price: \$ 117,693 (Full Amount)

Document Number: 20010411478

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 107-78-712

Legal Description: CITY: SIERRA VISTA; SEC/TWN/RNG/MERIDIAN: SEC 07 TWN 22S RNG 21E

Brief Description: CHAPARRAL VILLAGE SOUTH PHASE A LOT 42 SEC 7-22-21 1/01 LV SITE

Market Value Year: 2004

Market Land Value: \$ 14,000

Market Improvement Value: \$ 83,857

Total Market Value: \$ 97,857

Land Use: SFR R3 URBAN SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 6830

TAPE PRODUCED BY COUNTY: 9/2003



Document 1 of 3
*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: HYATT MICHAEL G & TARA L

Mailing Address: 4517 CALLE CHICO, SIERRA VISTA, AZ 85635

***** SALES INFORMATION *****

Recorded Date: 01/28/2000

Sale Price: \$ 25,000 (Full Amount)

Book/Page: 120/546

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 104-17-002K

Legal Description: SEC/TWN/RNG/MERIDIAN: SEC 20 TWN 23S RNG 21E

**of Description: POR NENE SEC19 BY M&B COM AT NE COR SAID SEC19 THN S89DEG 57MIN W100' TO PT ON W R/W STATE HWY 92
N S0DEG.03MIN E338.27'**

Market Value Year: 2004

Market Land Value: \$ 21,660

Total Market Value: \$ 21,660

Land Use: UNDETERMINED RUR SUBDIV

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 4907

***** PROPERTY CHARACTERISTICS *****

Year Built:	No. of Buildings:
Stories:	Style:
Units:	Air Conditioning:
Bedrooms:	Heating:
Baths:	Construction:
Partial Baths:	Basement:
Total Rooms:	Exterior Walls:
Fireplace:	Foundation:
range Type:	Roof:
range Size:	Elevator:
ool/Spa:	Lot Size: 4.00 AC
	Building Area:

TAPE PRODUCED BY COUNTY: 9/2003



Document 1 of 1

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: CHAVEZ ALFREDO & SHERRI; Owner Occupied

Mailing Address: 6882 E ALHAMBRA DR, SIERRA VISTA, AZ 85650

Property Address: 6882 E ALHAMBRA DR, SIERRA VISTA, AZ 85650

***** SALES INFORMATION *****

Recorded Date: 06/06/1994

Sale Price: \$.120,000 (Full Amount)

Document Number: 19940616028

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 107-63-001J

Legal Description:

Brief Description: GREATER SAN PEDRO RANCHES UNIT 5 REP OF SURVEY BK2 PG1B POR OF LOT 457 BY M&B COM AT NW COR SAID LOT 457 THN E346' TO POB THN

Market Value Year: 2004

Market Land Value: \$ 18,864

Market Improvement Value: \$ 87,728

Total Market Value: \$ 106,592

Land Use: SFR R3 RURAL SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 4907

***** PROPERTY CHARACTERISTICS *****

Year Built:	No. of Buildings:
Stories:	Style:
Units:	Air Conditioning:
Bedrooms:	Heating:
Baths:	Construction:
Partial Baths:	Basement:
Total Rooms:	Exterior Walls:
Replace:	Foundation:
Garage Type:	Roof:
Garage Size:	Elevator:

Pool/Spa:

Lot Size:

4.00 AC

Building Area:

PE PRODUCED BY COUNTY: 9/2003



[Print Window](#) | [Close Window](#)

Document 1 of 1

***** THIS DATA IS FOR INFORMATION PURPOSES ONLY *****

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: HUDAK MATTHEW J & MELISSA E

Mailing Address: P O BOX 2075, SIERRA VISTA, AZ 85636

Property Address: 1047 COTTONWOOD DR

******* SALES INFORMATION *******

Recorded Date: 12/20/2001

Sale Price: \$ 97,500 (Full Amount)

Document Number: 20011236808

Document Type: JOINT TENANCY DEED

******* ASSESSMENT INFORMATION *******

Assessor's Parcel Number: 106-78-050

Legal Description: CITY: SIERRA VISTA

Ref Description: QUAIL HOLLOW LOT 50

Market Value Year: 2004

Market Land Value: \$ 12,000

Market Improvement Value: \$ 75,245

Total Market Value: \$ 87,245

Land Use: SFR R3 URBAN SUBDIVIDED

Assessment Year: 2004

******* TAX INFORMATION *******

Tax Rate Code: 6830

TAPE PRODUCED BY COUNTY: 9/2003



Document 1 of 1

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: HULL AARON A; Owner Occupied

Mailing Address: 5355 CEDAR SPRINGS DR, SIERRA VISTA, AZ 85635

Property Address: 5355 CEDAR SPRINGS DR, SIERRA VISTA, AZ 85635

***** SALES INFORMATION *****

Recorded Date: 11/05/1999

Sale Price: \$ 97,000 (Full Amount)

Document Number: 19991133403

Document Type: WARRANTY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 107-49-209

Legal Description: CITY: SIERRA VISTA

Brief Description: MESA VERDE ESTATES LOT 38 9-02 LV SITE VALUE

Market Value Year: 2004

Market Land Value: \$ 23,000

Market Improvement Value: \$ 72,432

Total Market Value: \$ 95,432

Land Use: SFR R3 URBAN SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 6830

TAPE PRODUCED BY COUNTY: 9/2003





Document 1 of 1

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: LEAFSTONE WILLIAM H JR; Owner Occupied

Mailing Address: 3130 12TH ST, DOUGLAS, AZ 85607

Property Address: 3130 12TH ST, DOUGLAS, AZ 85607

***** SALES INFORMATION *****

Recorded Date: 07/30/1998

Sale Price: \$ 105,500 (Full Amount)

Document Number: 19980722780

Document Type: WARRANTY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 410-32-198A

Legal Description: CITY: DOUGLAS

Brief Description: FOOTHILLS LOTS 1 THRU 5 INCL BLK 46

Market Value Year: 2004

Market Land Value: \$ 14,165

Market Improvement Value: \$ 61,743

Total Market Value: \$ 75,908

Land Use: SFR R3 URBAN SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 2710

TAPE PRODUCED BY COUNTY: 9/2003



Document 1 of 1

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: LIZARDI BENITO C & LINDA K; Owner Occupied

Mailing Address: 2790 SOUTHRIDGE ST, SIERRA VISTA, AZ 85650

Property Address: 2790 SOUTHRIDGE ST, SIERRA VISTA, AZ 85650

***** SALES INFORMATION *****

Recorded Date: 11/14/2001

Sale Price: \$ 144,200 (Full Amount)

Document Number: 20011133067

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 105-95-338

Legal Description: CITY: SIERRA VISTA

Brief Description: SHADOW RIDGE LOT 124 12-02 LV MAP BOOK

Market Value Year: 2004

Market Land Value: \$ 28,000

Market Improvement Value: \$ 106,384

Total Market Value: \$ 134,384

Land Use: SFR GRADED LOW MINIMUM

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 6830

TAPE PRODUCED BY COUNTY: 9/2003



Document 1 of 1

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: CURBELO JUAN A

Mailing Address: 2550 15TH ST, DOUGLAS, AZ 85607

Property Address: 3125 12TH ST.

***** SALES INFORMATION *****

Recorded Date: 09/17/1999

Sale Price: \$ 19,500 (Full Amount)

Document Number: 19990928542

Document Type: WARRANTY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 410-32-197D

Legal Description: CITY: DOUGLAS

Brief Description: FOOTHILLS LOTS 33 THRU 36 INC BLK 45 SITE VAL

Market Value Year: 2004

Market Land Value: \$ 11,332

Market Improvement Value: \$ 98,324

Total Market Value: \$ 109,656

Land Use: SFR R4 URBAN SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 2710

TAPE PRODUCED BY COUNTY: 9/2003

15:11
TID= P75Y

TECS II - IA CUSTOMS PERSONNEL DISPLAY

082404 T2MSR105
T2PSR115

SSN: 563477425

NAME: CURBELO

JUAN

A

DOB: 082362

ADDRESS DATA - STREET: 3125 12TH ST

CITY/STATE: DOUGLAS

AZ ZIP: 856072616

PAY PLAN: GS GRADE: 12 SERIES: 1896

UNION (Y/N): N

TITLE: SUPVY BORD PATRL AGT

POST OF DUTY: DOUGLAS

AZ

CUSTOMS EOD DATE: 100503 SERVICE COMPUTATION DATE: 040892

ORG CODE: 9501517015000000

TENURE: GROUP 1 EMPLOY STATUS: CURRENT EMPLOYEE

WORK SCHEDULE: FULL-TIME

EMPLOY TYPE: FULL-TIME

(PF1=HELP) (PF2=FLD HELP) (PF3=MAIN MENU) (PF4=HIT LIST) (PF10=IMAGE)

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Location Information

3125 E 12TH ST Douglas, AZ 85607-2616

Latitude: 031.353968

Longitude: -109.542291

County/FIPS: Cochise

MSA:

Address Variations - 5 Records Found.

#	Address
1.	3125 12th St AZ
2.	3125 12th St Douglas, AZ 85607
3.	3125 12th St Douglas, AZ 85607-2616
4.	3125 E 12th St Douglas, AZ 85607
5.	3125 E 12th St Douglas, AZ 85607-2616

PN(s) - 1 Record Found.

#	Number
1.	410-32-197D

Property Information

Brief Description:	CITY: DOUGLAS Brief Description: FOOTHILLS LOTS 33 THRU 36 INC BLK 45 SITE VAL
Land Use:	SFR R4 URBAN SUBDIVIDED
Property Sale Information:	
Sale Price:	\$19,500
Deed Type:	WARRANTY DEED
Estimated Roll Certification Date:	01/01/2004
Assessment Information:	
Assessed Year:	01/2004

Neighbors - 5 Records Found.

Neighbor Name	Neighbor Address	Neighbor Phone
BOYD, FRANCES R	3117 E 12TH ST, DOUGLAS, AZ 85607-2616	Not Listed
ANGEL, ANTONIO I	3120 E 12TH ST, DOUGLAS, AZ 85607-2617	(520) 364-8555
FERNANDEZ, CARLOS	3121 E 12TH ST, DOUGLAS, AZ 85607-2616	Not Listed
PEREZ, ROBERT	3122 N 12TH ST, PHOENIX, AZ 85016	Not Listed
DEJESUSLEAFSTONE, MARIA	3130 E 12TH ST, DOUGLAS, AZ 85607-2617	(520) 364-6525

Associated Entities - 4 Records Found.

Current Owner(s)/Resident(s):

1. Curbelo, Juan A Sr

Current Resident(s):

2. Curbelo, Concepcion

- 3. Curbelo, Concipcio
- 4. Curbelo, Juan A Sr

Original Sources

All Sources	45 Source Document(s)
AZ Tax Assessor Records - Cochise County	1 Source Document(s)
Neighbors	34 Source Document(s)
P-SRCH - Person Locator (Western Region 1)	1 Source Document(s)
P-SRCH - Person Locator (Western Region 2)	1 Source Document(s)
P-TRAK - Person Locator (Region 11)	1 Source Document(s)
P-TRAK - Person Locator (Region 27)	2 Source Document(s)
P-TRAK - Person Locator (Region 42)	2 Source Document(s)
P-TRAK Person Locator (Region 26)	2 Source Document(s)
USFIND - Person Locator (Area Code Region 5)	1 Source Document(s)

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Full Name	Address	SSN	Phone	DOB
CURBELO, JUAN A	3125 E 12TH ST DOUGLAS, AZ 85607-2616	563-47-7425	(520)-XXXX	08/13/1935 (Age:69)

Name Variations

- 1: CURBELO, JUAN
- 2: CURBELO, JUAN JR
- 3: CURBELO, JUAN A
- 4: CURBELO, JUAN A SR

SSNs Summary

#	SSN	State Iss.	Date Iss.	Warnings
Most frequent SSN attributed to subject:				
1:	563-47-7425	CA	1977-1977	
Other Reported SSNs:				
2:	286-52-0203	OH	1968-1968	

DOBs

Reported DOBs:
 08/13/1935

Address Summary - 8 records found for subject:

#	Address
1:	(Current) 3125 E 12TH ST DOUGLAS, AZ 85607-2616
2:	7577 W 32ND LN HIALEAH, FL 33018-1704
3:	8328 LEEDS ST DOWNEY, CA 90242-3835
4:	1065 W 23RD ST HIALEAH, FL 33010-1922
5:	2550 E 15TH ST APT 102 DOUGLAS, AZ 85607-2540
6:	12801 DOLAN AVE DOWNEY, CA 90242-4444
7:	11233 VIRGINIA AVE LYNWOOD, CA 90262-3028
8:	12015 SW 18TH ST MIAMI, FL 33175-1691

Address Details

1: 3125 E 12TH ST DOUGLAS, AZ 85607-2616

Address: 3125 E 12TH ST DOUGLAS, AZ 85607-2616 (Current)	Household Members CURBELO, CONCEPCION CURBELO, CONNIE
Dates: 03/01/2000	Other Associates CURBELO, CONCEPCION
Phones: (520)-XXXX (520)805-0510	
Neighbors: 4 Listed - Click to view	
Source: View Source	

2: 7577 W 32ND LN HIALEAH, FL 33018-1704

Address: 7577 W 32ND LN HIALEAH, FL 33018-1704	Other Associates CORBELO, JUAN CURBELO, ANA J LORENZO AND LENIA DIAZ
Dates:	
Phones: 362-9855	

(305)362-9855

Source: View Source

3: 8328 LEEDS ST DOWNEY, CA 90242-3835

Address: 8328 LEEDS ST
DOWNEY, CA 90242-3835

Other Associates

CURBELO, ANA J
CURBELO, ANNA

Dates: 12/01/1998

Phones:

Source: View Source

4: 1065 W 23RD ST HIALEAH, FL 33010-1922

Address: 1065 W 23RD ST
HIALEAH, FL 33010-1922

Other Associates

CURBELO, ANA J
CURBELO, JUAN C SR
J C ELECTRIC

Dates:

Phones:

Source: View Source

5: 2550 E 15TH ST APT 102 DOUGLAS, AZ 85607-2540

Address: 2550 E 15TH ST APT 102
DOUGLAS, AZ 85607-2540

Other Associates

CURBELO, CONCEPCION

Dates: 08/01/1999

Phones:

Source: View Source

6: 12801 DOLAN AVE DOWNEY, CA 90242-4444

Address: 12801 DOLAN AVE
DOWNEY, CA 90242-4444

Other Associates

CURBELO, JUAN
CURBELO, ANA J
CURBELO, ANNA CECILIA
CURBELO, JUAN A SR

Dates: 02/01/2000

Phones:

Source: View Source

7: 11233 VIRGINIA AVE LYNWOOD, CA 90262-3028

Address: 11233 VIRGINIA AVE
LYNWOOD, CA 90262-3028

Other Associates

CURBELO, CONCEPCION

Dates:

Phones:

Source: View Source

8: 12015 SW 18TH ST MIAMI, FL 33175-1691

Address: 12015 SW 18TH ST
MIAMI, FL 33175-1691

Other Associates

None Listed

Dates:

Phones:

Source: View Source

Professional Licenses

1: CA Professional License

State: CA

Board: CALIFORNIA CONTRACTORS STATE LICENSE BOARD, DEPT. OF CONSUMER AFFAIRS

License Number: 00409260

Status: SEE COMMENTS ON THE 612 SCREEN - CANCELLED - NEEDS A CONTRACTOR'S BOND

Real Property

1: AZ Property Record

Address: 3125 12TH ST, AZ

State: AZ

County/FIPS: COCHISE

Assessor's Parcel Number: 410-32-197D

Estimated Roll Certification Date: 01/01/2004

Sale Price: \$19,500

2: CA Property Record

Address: CA

State: CA

County/FIPS: KERN

Assessor's Parcel Number: 254-132-15

Estimated Roll Certification Date: 07/01/2003

3: CA Property Record

Address: CA

State: CA

County/FIPS: KERN

Seller: DELACUESTA, SILVIA DELACUESTA, CELSO

Assessor's Parcel Number: 254-132-15-00-7

Sale Date: 09/01/1998

Sale Price: \$40,000

4: FL Property Record

Address: 1232 NW 3 ST, FL

State: FL

County/FIPS: MIAMI-DADE

Assessor's Parcel Number: 01-4102-005-7560

Estimated Roll Certification Date: 07/01/2002

Sale Price: \$175,000

Prior Sale Date: 12/1985

Prior Sale Price: \$1,000,000

5: FL Property Record

Address: 7577 W 32 LN Hialeah, FL 33016

State: FL

County/FIPS: MIAMI-DADE

Estimated Roll Certification Date: 11/14/2002

Lender: CHASE MANHATAN MTG CORP

Mortgage Type: NON-PURCHASE MONEY

Loan Amount: \$94,550

Business Associates

#	Full Name	Address
1:	CHASE MANHATAN MTG CORP	FL
2:	J C ELECTRIC	1065 W 23RD ST Hialeah, FL 33010-1922
3:	LORENZO AND LENIA DIAZ	7577 W 32ND LN Hialeah, FL 33018-1704
4:	SURETY CO OF THE PACIFIC INC	POB 10289 Van Nuys, CA 91410-0289

Person Associates

#	Full Name	Address	SSN	Phone	DOB
1:	CLOER, DAVID CLOER, DAVID W	1330 SAN ANTONIO MSE AVE APT 166 DOUGLAS, AZ 85607 2001 E 12TH ST DOUGLAS, AZ 85607-2439 3545 BURLY AVE	572-87-6271	805-0510	03/07/1972

	ORANGE, CA 92869-3832			
	2074 E 10TH ST DOUGLAS, AZ 85607-2410			
2:	CORBELO, JUAN 7577 W 32ND LN HIALEAH, FL 33018-1704	286-62-0202		
3:	CURBELLO, JUAN 12801 DOLAN AVE DOWNEY, CA 90242			
4:	CURBELO, CONCEPCION 3125 E 12TH ST DOUGLAS, AZ 85607-2616			01/1971
5:	CURBELO, CONNIE 3125 E 12TH ST DOUGLAS, AZ 85607-2616			
6:	CURBELO, ANNA 8328 LEEDS ST DOWNEY, CA 90242-3835			
7:	CURBELO, JUAN A SR 12801 DOLAN AVE DOWNEY, CA 90242-4444			02/1935
8:	CURBELO, ANNA CURBELO, ANNA C CURBELO, ANNA CECILIA 12801 DOLAN AVE DOWNEY, CA 90242-4444	558-67-1352 558-69-1352	567-7523	11/10/1965
9:	CURBELO, ANA J CURBELO, ANNA J 12801 DOLAN AVE DOWNEY, CA 90242-4444	562-96-1166	(305)223-8860 (305)362-9855 362-9855	02/16/1934
	7577 W 32ND LN HIALEAH, FL 33018-1704			
	1065 W 23RD ST HIALEAH, FL 33010-1922			
	12015 SW 18TH ST APT 10 MIAMI, FL 33175-1691			
	8328 LEEDS ST DOWNEY, CA 90242-3835			
10:	CURBELO, JUAN C SR 1065 W 23RD ST HIALEAH, FL 33010-1922			02/1935
11:	CURBELO, CONCEPCION 3125 E 12TH ST DOUGLAS, AZ 85607-2616	546-55-5612		
	2550 E 15TH ST APT 102 DOUGLAS, AZ 85607-2540			
	11233 VIRGINIA AVE LYNWOOD, CA 90262-3028			

Neighbors

3125 E 12TH ST DOUGLAS, AZ 85607-2616

Name	Address	Phone
LUCERO, JESUS B LUCERO, JESUS	3117 E 12TH ST DOUGLAS, AZ 85607-2616	(520)-XXXX
ANGEL, ANTONIO V ANGEL, ANTONIO I	3120 E 12TH ST DOUGLAS, AZ 85607-2617	(520)364-8555
MARTINEZ, LUCILA FERNANDEZ, LUCI	3121 E 12TH ST DOUGLAS, AZ 85607-2616	(520)-XXXX
LEAFSTONE, WILLIAM H LEAFSTONE, WILLIAM H JR LEAFSTONE, WILLIAM	3130 E 12TH ST DOUGLAS, AZ 85607-2617	(520)-XXXX (520)364-6525

Source Information

All Sources	69 Document
Finder -	61 Document
AZ Tax Assessor Records - Cochise County	1 Document
Tax Assessor Records - Kern County	1 Document
Tax Assessor Records - Dade County	2 Document
Deed Transfers - Selected Counties	1 Document
CA Contractors State License Board Information	1 Document
CA Deed Transfers - Selected Counties	1 Document
FL Mortgage Information	1 Document

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*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR

COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE

JANUARY 1, 2004

Owner: CURBELO JUAN A

Mailing Address:

2550 15TH ST, DOUGLAS, AZ 85607

Property Address: 3125 12TH ST

***** SALES INFORMATION *****

Recorded Date: 09/17/1999

Sale Price:

\$ 19,500 (Full Amount)

Document Number: 19990928542

Document Type: WARRANTY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 410-32-197D

Legal Description:

CITY: DOUGLAS

Brief Description: FOOTHILLS LOTS 33 THRU 36 INC BLK 45 SITE VAL

Market Value Year: 2004

Market Land Value: \$ 11,332

Market Improvement Value: \$ 98,324

Total Market Value: \$ 109,656

Land Use: SFR R4 URBAN SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 2710

TAPE PRODUCED BY COUNTY: 9/2003

P-TRAK - Nationwide Person Locator CURBELO, JUAN A SR

This data is for informational purposes only.

Personal Information

Name: CURBELO, JUAN A SR
Other Names: CURBELO, JUAN (aka)
CURBELO, JUAN A (aka)
Address: 7577 W 32ND LN
HIALEAH, FL 33018-1704
Phone: 362-9855
SSN: 286-52-0203
DOB: 08/13/1935

Addresses

	Address	Address Reported Date
1.	* 7577 W 32ND LN HIALEAH, FL 33018-1704	10/01/1999
2.	2550 E 15TH ST APT 102 DOUGLAS, AZ 85607-2540	08/01/1999
3.	8328 LEEDS ST DOWNEY, CA 90242-3835	NA
4.	12801 DOLAN AVE DOWNEY, CA 90242-4444	NA
5.	1065 W 23RD ST HIALEAH, FL 33010-1922	NA
6.	12015 SW 18TH ST MIAMI, FL 33175-1691	NA

P-SEARCH2 - Nationwide Person Locator CURBELO, JUAN A

This data is for informational purposes only.

Personal Information

Name: CURBELO, JUAN A
Address: 3125 E 12TH ST
DOUGLAS, AZ 85607
SSN: 563-47-7425

Addresses

Address	Address Reported Date
1. * 3125 E 12TH ST DOUGLAS, AZ 85607	10/2002
2. 2550 E 15TH ST APT 102 DOUGLAS, AZ 85607	07/2001
3. 12801 DOLAN AVE DOWNEY, CA 90242	03/2001

P-TRAK - Nationwide Person Locator CURBELO, CONCEPCION

This data is for informational purposes only.

Personal Information

Name: CURBELO, CONCEPCION
Other Names: TOJI, CONCEPCION (aka)
 TOJI, CONNIE (aka)
 TORRES, CONCEPCION (aka)
Address: 3762 W DOUBLE ADOBE RD
 MC NEAL, AZ 85617-9535
SSN: 546-55-5612

Addresses

Address	Address Reported Date
1. * 3762 W DOUBLE ADOBE RD MC NEAL, AZ 85617-9535	NA
2. 3125 E 12TH ST DOUGLAS, AZ 85607-2616	02/01/2001
3. 2550 E 15TH ST APT 102 DOUGLAS, AZ 85607-2540	01/01/2000
4. 3263 CARLIN AVE APT B LYNWOOD, CA 90262-5047	10/01/1997
5. 11223 VIRGINIA AVE LYNWOOD, CA 90262-3028	NA
6. 236 S ROCK RIVER RD DIAMOND BAR, CA 91765-1557	NA
7. 11233 VIRGINIA AVE LYNWOOD, CA 90262-3028	NA

* current address per provider.

Search Terms:

Last Name: curbelo First: juan Address: 2550 15th street City: douglas State: AZ

No.	Full Name	Address	SSN	Phone	DOB
» Current Electronic Directory Assistance Information					
1.	CURBELO, JUAN A CURBELO, JUAN A SR CURBELO, JUAN (aka) CURBELO, JUAN A (aka)	2550 E 15TH ST APT 102 DOUGLAS, AZ 85607-2540	563-47-7425 (CA: 1977)		08/13/1935
2.	CURBELO, JUAN A SR CURBELO, JUAN (aka) CURBELO, JUAN A (aka)	2550 E 15TH ST APT 102 DOUGLAS, AZ 85607-2540	286-52-0203 (OH: 1968)		08/13/1935
3.	CURBELO, JUAN CURBELO, JUAN A CURBELO, JUAN A SR CURBELO, JUAN (aka) CURBELO, JUAN A (aka)	» 3125 E 12TH ST DOUGLAS, AZ 85607-2616	563-47-7425 (CA: 1977)	» (520)XXX-XXXX (520)805-0510	08/13/1935
» Current EDA Info			» Current EDA Info		

⚠ The appearance of these flags may prompt you to investigate further. Please refer to your institution's policies.



Document 1 of 1

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: GONZALEZ HUGO R & SYLVIA; Owner Occupied

Mailing Address: 2051 PASEO EL PASO, SIERRA VISTA, AZ 85635

Property Address: 2051 PASEO EL PASO, SIERRA VISTA, AZ 85635

***** SALES INFORMATION *****

Recorded Date: 11/07/2001

Sale Price: \$ 117,392 (Full Amount)

Document Number: 20011132440

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 107-78-689

Legal Description: CITY: SIERRA VISTA; SEC/TWN/RNG/MERIDIAN: SEC 07 TWN 22S RNG 21E

Legal Description: CHAPARRAL VILLAGE SOUTH PHASE A LOT 19 SEC 7-22-21 1/01 LV SITE

Market Value Year: 2004

Market Land Value: \$ 14,000

Market Improvement Value: \$ 79,381

Total Market Value: \$ 93,381

Land Use: SFR R3 URBAN SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 6830

TAPE PRODUCED BY COUNTY: 9/2003



Document 1 of 1

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: HERRERA ARTURO E

Mailing Address: P O BOX 972, HEREFORD, AZ 85615

Property Address: 5057 SANTA ANA AVE

***** SALES INFORMATION *****

Recorded Date: 08/01/2002

Sale Price: \$ 86,000 (Full Amount)

Document Number: 20020824253

Document Type: WARRANTY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 107-68-137A

Legal Description:

Legal Description: SIERRA VISTA ESTATES #2 S2 OF LOT 137 EXCEPT E10FT THEREOF SITE VALUE

Market Value Year: 2004

Market Land Value: \$ 9,000

Market Improvement Value: \$ 58,732

Total Market Value: \$ 67,732

Land Use: SFR R3 RURAL SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 6870

TAPE PRODUCED BY COUNTY: 9/2003

***** SALES INFORMATION *****

Sale Date: 7/6/1995
Recorded Date: 7/11/1995
Sale Price:
\$ 92,000 (Amount obtained from Affidavit of Property Value)

Document Number: 1995-020954
Deed Type: WARRANTY DEED
Assessor's Parcel Number: 100-27-035A (Multiple APNs appear on the Conveying Instrument)
Legal Description:

Brief Description: SOUTH80 FT N190 FT E2 N2 SE4 SE4 SE4 SEC15 TWP01N RNG08E G&SRB&M

***** MORTGAGE INFORMATION *****

Lender: THE MTG ADVANTAGE INC
Type of Mortgage: NEW CONVENTIONAL LOAN
Loan Amount: \$ 72,000
Term: 8/1/2025

***** PROPERTY DESCRIPTION *****

Land Use: SINGLE FAMILY RESIDENTIAL

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY TRANSFER RECORD FOR

PINAL COUNTY, AZ
Buyer: SCHEFFLER, JOHN F; SCHEFFLER, RAMONA B (Husband and Wife), Community Property
Buyer Mailing Address: 944 N GOLDFIELD RD, APACHE JUNCTION, AZ 85219
Seller: MONTOYA, REY K; MONTOYA, ANNA L
Property Address: 944 N GOLDFIELD RD, APACHE JUNCTION, AZ 85219

***** SALES INFORMATION *****

Sale Date: 10/26/2000
Recorded Date: 11/1/2000
Sale Price:
\$ 120,000 (Amount obtained from Affidavit of Property Value)

Document Number: 2000-045660
Deed Type: WARRANTY DEED
Assessor's Parcel Number: 100-27-035J
Legal Description:

Brief Description: SOUTH80 FT N190 FT E2 N2 SE4 SE4 SE4 SEC15 TWP01N RNG08E G&SRB&M

***** MORTGAGE INFORMATION *****

Lender: WELLS FARGO HOME MTG INC
Type of Mortgage: VA
Loan Amount: \$ 120,000
Term: 11/1/2030

***** PROPERTY DESCRIPTION *****

and Use: SINGLE FAMILY RESIDENTIAL

TID= MICM

08404 T2MSR105
T2PSR115

SSN: 527476810

NAME: MONTOYA
DOB: 122766

REY

K

ADDRESS DATA - STREET: 1554 9TH STREET
CITY/STATE: DOUGLAS

AZ ZIP: 856073031

PLAN: GS GRADE: 12 SERIES: 1896
TITLE: SUPVY BORD PATRL AGT

UNION (Y/N): N

POST OF DUTY: DOUGLAS
AZ

CUSTOMS EOD DATE: 100503 SERVICE COMPUTATION DATE: 042188
ORG CODE: 9501517015000000

TENURE: GROUP 1 EMPLOY STATUS: CURRENT EMPLOYEE
WORK SCHEDULE: FULL-TIME EMPLOY TYPE: FULL-TIME

(PF1=HELP) (PF2=FLD HELP) (PF3=MAIN MENU) (PF4=HIT LIST) (PF10=IMAGE)

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Your DPPA Permissible Use Is: 3. Government Agency
 or GLBA Permissible Use Is: 1. Fraud Prevention or Detection

Full Name	Address	SSN	Phone	DOB
MONTOYA, REY K	1554 E 9TH ST DOUGLAS, AZ 85607-3031	527-47-6810	(520)805-3219	12/27/1966 (Age:37)

Name Variations

- 1: MONTOYA, REX K
- 2: MONTOYA, REY
- 3: MONTOYA, REY K
- 4: MONTOYA, REY KEITH

SSNs Summary

#	SSN	State Iss.	Date Iss.	Warnings
Most frequent SSN attributed to subject:				
1:	527-47-6810	AZ	1974-1974	

DOBs

Reported DOBs:

12/27/1966

Address Summary - 6 records found for subject:

Address
1: (Current) 1554 E 9TH ST DOUGLAS, AZ 85607-3031
2: 1346 E 21ST ST DOUGLAS, AZ 85607-1206
3: 6608 CUSHING DR FAYETTEVILLE, NC 28311-1021
4: 944 N GOLDFIELD RD # B APACHE JUNCTION, AZ 85219-1315
5: 909 N REVERE MESA, AZ 85201-7602
6: POB 979 BISBEE, AZ 85603-0979

Address Details

1: 1554 E 9TH ST DOUGLAS, AZ 85607-3031

Address: 1554 E 9TH ST DOUGLAS, AZ 85607-3031 (Current)	Household Members MONTOYA, ANNA LEE MONTOYA, TANYA
Dates: 2004	Other Associates None Listed
Phones: (520)805-3219	
Neighbors: 4 Listed - Click to view	
Source: View Source	

2: 1346 E 21ST ST DOUGLAS, AZ 85607-1206

Address: 1346 E 21ST ST DOUGLAS, AZ 85607-1206	Other Associates MONTANO, MARIA D MONTANO, MARIA L MONTANO, RAUL E SR MONTANO, YUVENISSEE MONTOYA, ANNA LEE MONTOYA, ANNA MONTOYA, REY K
Dates: 02/01/2001	
Phones: 983-0451	
Source: View Source	

MONTOYA, TANYA

3: 6608 CUSHING DR FAYETTEVILLE, NC 28311-1021

Address: 6608 CUSHING DR
FAYETTEVILLE, NC 28311-1021
Dates: 11/01/1998
Phones:
Source: View Source

Other Associates
None Listed

4: 944 N GOLDFIELD RD # B APACHE JUNCTION, AZ 85219-1315

Address: 944 N GOLDFIELD RD # B
APACHE JUNCTION, AZ 85219-1315
Dates: 1995
Phones:
Source: View Source

Other Associates
MONTOYA, ANNA LEE

5: 909 N REVERE MESA, AZ 85201-7602

Address: 909 N REVERE
MESA, AZ 85201-7602
Dates:
Phones:
Source: View Source

Other Associates
None Listed

6: POB 979 BISBEE, AZ 85603-0979

Address: POB 979
BISBEE, AZ 85603-0979
Dates: 07/01/2000
Phones:
Source: View Source

Other Associates
None Listed

Judgments

1: STATE OF ARIZONA - APACHE JUNCTION JUSTICE COURT

Jurisdiction: STATE OF ARIZONA - APACHE JUNCTION JUSTICE COURT
Creditor: THE FIRST NATIONAL BANK
Debtor(s): MONTOYA, REY
Amount: \$4,230
Type: CIVIL JUDGMENT
Filing Date: 09/10/1999
Filing Number: CV990441

Business Associates

#	Full Name	Address
1:	SECURITY SEARCH & ABSTRACT C	AZ
2:	THE FIRST NATIONAL BANK	AZ
3:	THE MTG ADVANTAGE INC	AZ
4:	WELLS FARGO HOME MTG INC	AZ

Person Associates

#	Full Name	Address	SSN	Phone	DOB
	MONTANO, RAUL E MONTANO, RAUL E SR	1346 E 21ST ST DOUGLAS, AZ 85607-1206	527-21-8398	938-6104	02/1959
	MONTANO, YUVENISSEE	1346 E 21ST ST DOUGLAS, AZ 85607-1206			

3:	MONTANO, MARIA D	1346 E 21ST ST DOUGLAS, AZ 85607-1206			
4:	MONTANO, MARIA L	1346 E 21ST ST DOUGLAS, AZ 85607-1206	526-49-7287	938-6104	
5:	MONTOYA, ANNA MONTOYA, ANNA L MONTOYA, ANNA LEE	1346 E 21ST ST DOUGLAS, AZ 85607-1206 1554 E 9TH ST DOUGLAS, AZ 85607-3031 944 N GOLDFIELD RD APT B APACHE JUNCTION, AZ 85219-1315	181-54-6079	(520)805-3219 983-0451	04/29/1965
6:	MONTOYA, TANYA	1346 E 21ST ST DOUGLAS, AZ 85607-1206 1554 E 9TH ST DOUGLAS, AZ 85607-3031		(520)805-3219	12/1983
7:	MONTOYA, REY K	1346 E 21ST ST DOUGLAS, AZ 85607-1206			
8:	MONTOYA, ANNA	1346 E 21ST ST DOUGLAS, AZ 85607			

Neighbors

1554 E 9TH ST DOUGLAS, AZ 85607-3031

Name	Address	Phone
MILLER, CHET W MILLER, CHET	1553 E 9TH ST DOUGLAS, AZ 85607-3030	(520)-XXXX
URTADO, DAVID	1563 E 9TH ST DOUGLAS, AZ 85607-3030	None Listed
URTADO, DAVID	1565 E 9TH ST DOUGLAS, AZ 85607-3030	None Listed
WRIGHT, DOUGLAS C WRIGHT, DOUG C WRIGHT, DOUG	1566 E 9TH ST DOUGLAS, AZ 85607-3031	(520)364-3836

Source Information

All Sources	48 Document
Finder	45 Document
AZ Deed Transfers - Selected Counties	2 Document
Judgment and Lien Filings	1 Document

Your DPPA Permissible Use Is: 3. Government Agency
 or GLBA Permissible Use Is: 1. Fraud Prevention or Detection

Full Name	Address	SSN	Phone	DOB
MONTOYA, REY K	1554 E 9TH ST DOUGLAS, AZ 85607-3031	527-47-6810	(520)805-3219	12/27/1966 (Age:37)

Name Variations

- 1: MONTOYA, REX K
- 2: MONTOYA, REY
- 3: MONTOYA, REY K
- 4: MONTOYA, REY KEITH

SSNs Summary

#	SSN	State Iss.	Date Iss.	Warnings
Most frequent SSN attributed to subject:				
1:	527-47-6810	AZ	1974-1974	

DOBs

Reported DOBs:

12/27/1966

Address Summary - 6 records found for subject:

Address
1: (Current) 1554 E 9TH ST DOUGLAS, AZ 85607-3031
2: 1346 E 21ST ST DOUGLAS, AZ 85607-1206
3: 6608 CUSHING DR FAYETTEVILLE, NC 28311-1021
4: 944 N GOLDFIELD RD # B APACHE JUNCTION, AZ 85219-1315
5: 909 N REVERE MESA, AZ 85201-7602
6: POB 979 BISBEE, AZ 85603-0979

Address Details

1: 1554 E 9TH ST DOUGLAS, AZ 85607-3031

Address: 1554 E 9TH ST DOUGLAS, AZ 85607-3031 (Current)	Household Members MONTOYA, ANNA LEE MONTOYA, TANYA
Dates: 2004	Other Associates None Listed
Phones: (520)805-3219	
Neighbors: 4 Listed - Click to view	
Source: View Source	

2: 1346 E 21ST ST DOUGLAS, AZ 85607-1206

Address: 1346 E 21ST ST DOUGLAS, AZ 85607-1206	Other Associates MONTANO, MARIA D MONTANO, MARIA L MONTANO, RAUL E SR MONTANO, YUVENISSEE MONTOYA, ANNA LEE MONTOYA, ANNA MONTOYA, REY K
Dates: 02/01/2001	
Phones: 983-0451	
Source: View Source	

MONTOYA, TANYA

3: 6608 CUSHING DR FAYETTEVILLE, NC 28311-1021

Address: 6608 CUSHING DR FAYETTEVILLE, NC 28311-1021	Other Associates None Listed
Dates: 11/01/1998	
Phones:	
Source: View Source	

4: 944 N GOLDFIELD RD # B APACHE JUNCTION, AZ 85219-1315

Address: 944 N GOLDFIELD RD # B APACHE JUNCTION, AZ 85219-1315	Other Associates MONTOYA, ANNA LEE
Dates: 1995	
Phones:	
Source: View Source	

5: 909 N REVERE MESA, AZ 85201-7602

Address: 909 N REVERE MESA, AZ 85201-7602	Other Associates None Listed
Dates:	
Phones:	
Source: View Source	

6: POB 979 BISBEE, AZ 85603-0979

Address: POB 979 BISBEE, AZ 85603-0979	Other Associates None Listed
Dates: 07/01/2000	
Phones:	
Source: View Source	

Judgments

1: STATE OF ARIZONA - APACHE JUNCTION JUSTICE COURT

Jurisdiction: STATE OF ARIZONA - APACHE JUNCTION JUSTICE COURT
Creditor: THE FIRST NATIONAL BANK
Debtor(s): MONTOYA, REY
Amount: \$4,230
Type: CIVIL JUDGMENT
Filing Date: 09/10/1999
Filing Number: CV990441

Business Associates

#	Full Name	Address
1:	SECURITY SEARCH & ABSTRACT C	AZ
2:	THE FIRST NATIONAL BANK	AZ
3:	THE MTG ADVANTAGE INC	AZ
4:	WELLS FARGO HOME MTG INC	AZ

Person Associates

#	Full Name	Address	SSN	Phone	DOB
	MONTANO, RAUL E MONTANO, RAUL E SR	1345 E 21ST ST DOUGLAS, AZ 85607-1206	527-21-8398	938-6104	02/1959
	MONTANO, YUVENISSEE	1345 E 21ST ST DOUGLAS, AZ 85607-1206			

3: MONTANO, MARIA D	1346 E 21ST ST DOUGLAS, AZ 85607-1206			
4: MONTANO, MARIA L	1346 E 21ST ST DOUGLAS, AZ 85607-1206	526-49-7287	938-6104	
MONTOYA, ANNA MONTOYA, ANNA L MONTOYA, ANNA LEE	1346 E 21ST ST DOUGLAS, AZ 85607-1206 1554 E 9TH ST DOUGLAS, AZ 85607-3031 944 N GOLDFIELD RD APT B APACHE JUNCTION, AZ 85219-1315	181-54-6079	(520)805-3219 983-0451	04/29/1965
6: MONTOYA, TANYA	1346 E 21ST ST DOUGLAS, AZ 85607-1206 1554 E 9TH ST DOUGLAS, AZ 85607-3031		(520)805-3219	12/1983
7: MONTOYA, REY K	1346 E 21ST ST DOUGLAS, AZ 85607-1206			
8: MONTOYA, ANNA	1346 E 21ST ST DOUGLAS, AZ 85607			

Neighbors

1554 E 9TH ST DOUGLAS, AZ 85607-3031

Name	Address	Phone
MILLER, CHET W MILLER, CHET	1553 E 9TH ST DOUGLAS, AZ 85607-3030	(520)-XXXX
MARTINO, DAVID	1563 E 9TH ST DOUGLAS, AZ 85607-3030	None Listed
MURTADO, DAVID	1565 E 9TH ST DOUGLAS, AZ 85607-3030	None Listed
WRIGHT, DOUGLAS C WRIGHT, DOUG C WRIGHT, DOUG	1566 E 9TH ST DOUGLAS, AZ 85607-3031	(520)364-3836

Source Information

All Sources	48 Documents
Finder	45 Documents
AZ Deed Transfers - Selected Counties	2 Documents
Judgment and Lien Filings	1 Documents

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PROPERTY TRANSFER RECORD FOR

PINAL COUNTY, AZ

Grantor: MONTOYA, REY K; MONTOYA, ANNA L (Husband and Wife), Joint Tenancy
 Grantor Mailing Address: 944 N GOLDFIELD RD, APACHE JUNCTION, AZ 85219
 Grantor: WHITMER, GARY L (Single or Unmarried Man)
 Property Address: 944 N GOLDFIELD RD, APACHE JUNCTION, AZ 85219



Document 1 of 1

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PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: TERAN CARLOS M & SUSAN A; Owner Occupied

Mailing Address: 2920 15TH ST, DOUGLAS, AZ 85607

Property Address: 2920 15TH ST, DOUGLAS, AZ 85607

***** SALES INFORMATION *****

Recorded Date: 01/28/1987

Sale Price: \$ 22,500 (Full Amount)

Document Number: 19870102184

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 410-36-029

Legal Description: CITY: DOUGLAS; SEC/TWN/RNG/MERIDIAN: SEC 08 TWN 24S RNG 28E

Ref Description: POR OF SE4 BY M&B BEG AT S4 COR OF SEC 8 E1427.93' N40' TO POB N208.48' E028.48' S208.48' W208.48' TO POB SEC 8 24 28 1.00AC

Market Value Year: 2004

Market Land Value: \$ 15,000

Market Improvement Value: \$ 155,026

Total Market Value: \$ 170,026

Land Use: SFR R4 URBAN SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 2710

***** PROPERTY CHARACTERISTICS *****

Year Built:	No. of Buildings:
Stories:	Style:
Units:	Air Conditioning:
Bedrooms:	Heating:
Baths:	Construction:
Partial Baths:	Basement:
Partial Rooms:	Exterior Walls:
Fireplace:	Foundation:
Garage Type:	Roof:
Garage Size:	Elevator:

Print

Pool/Spa:

Lot Size:

1.00 AC

Building Area:

APE PRODUCED BY COUNTY: 9/2003

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Documents 1 - 2 of 2

- 1. RODDEY THOMAS M & MARIA O; Owner Occupied, 5028 S LAGUNA AVE, SIERRA VISTA, AZ 85650, Cochise County, Arizona, AZPROP
COCHISE COUNTY, AZ
- 2. RODDEY THOMAS M, Cochise County, Arizona, AZPROP
COCHISE COUNTY, AZ

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PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: RODDEY THOMAS M & MARIA O; Owner Occupied

Mailing Address: 5028 LAGUNA AVE, SIERRA VISTA, AZ 85650

Property Address: 5028 S LAGUNA AVE, SIERRA VISTA, AZ 85650

***** SALES INFORMATION *****

Recorded Date: 10/29/1999

Sale Price: \$ 161,000 (Full Amount)

Document Number: 19991032780

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 105-94-055

Original Description:

Legal Description: PUEBLO DEL SOL VILLAGE ONE UNIT B LOT 62 12-02 LV SITE VALUE

Market Value Year: 2004

Market Land Value: \$ 36,000

Market Improvement Value: \$ 138,489

Total Market Value: \$ 174,489

Land Use: SFR R4 RURAL SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 6870

TAPE PRODUCED BY COUNTY: 9/2003

Document 2 of 2

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PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: RODDEY THOMAS M

Mailing Address: 986 VISTA WAY, CHULA VISTA, CA 91911

******* SALES INFORMATION *******

Recorded Date: 06/04/1984

Book/Page: 1769/145

Document Type: OTHER

******* ASSESSMENT INFORMATION *******

Assessor's Parcel Number: 403-54-527

Legal Description:

Brief Description: SUN SITES RANCHES UNIT #4 LOT 1384 5-99 LV STTE VALUE

Market Value Year: 2004

Market Land Value: \$ 756

Total Market Value: \$ 756

Land Use: RES, RURAL SUBDIVIDED

Assessment Year: 2004

******* TAX INFORMATION *******

Tax Rate Code: 1200

TAPE PRODUCED BY COUNTY: 9/2003



Document 1 of 1

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PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: BOJORQUEZ RAMON & ROSIE

Mailing Address: P.O BOX 262, ELFRIDA, AZ 85610

Property Address: 1855 W JEFFERSON RD

***** SALES INFORMATION *****

Recorded Date: 12/04/2001

Document Number: 20011234968

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 403-60-001

Legal Description: SEC/TWN/RNG/MERIDIAN: SEC 21 TWN 20S RNG 27E

Brief Description: IN NENE BEG 30'S OF NECOR OF NE4 S1303.86' W1330.39' N1303.52' E 1329.02' TO BEG 39.084AC SEC 21 20 27 SITE AG REVIEW

Market Value Year: 2004

Market Land Value: \$ 5,237

Market Improvement Value: \$ 134,936

Total Market Value: \$ 140,173

Land Use: RANCH PROPERTY

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 1270

***** PROPERTY CHARACTERISTICS *****

Year Built:

Stories:

Units:

Bedrooms:

Baths:

Partial Baths:

Total Rooms:

place:

Garage Type:

Garage Size:

Pool/Spa:

No. of Buildings:

Style:

Air Conditioning:

Heating:

Construction:

Basement:

Exterior Walls:

Foundation:

Roof:

Elevator:

Lot Size:

39.00 AC

Building Area:

TAPE PRODUCED BY COUNTY: 9/2003

Document 1 of 1

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PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: MELENDEZ GERARDO E; Owner Occupied

Mailing Address: 3423 VIA LA CRESTA, SIERRA VISTA, AZ 85650

Property Address: 3423 VIA LA CRESTA, SIERRA VISTA, AZ 85650

******* SALES INFORMATION *******

Recorded Date: 03/22/2002

Sale Price: \$ 155,367 (Full Amount)

Document Number: 20020308769

Document Type: WARRANTY DEED

******* ASSESSMENT INFORMATION *******

Assessor's Parcel Number: 105-95-887

Legal Description: CITY: SIERRA VISTA; SEC/TWN/RNG/MERIDIAN: SEC 24 TWN 22S RNG 20E

Description: CANYON DE FLORES PH 1B LOT-131 12/01 LV SITE VALUE

Market Value Year: 2004

Market Land Value: \$ 28,000

Market Improvement Value: \$ 90,195

Total Market Value: \$ 118,195

Land Use: SFR R4 URBAN SUBDIVIDED

Assessment Year: 2004

******* TAX INFORMATION *******

Tax Rate Code: 6830

DATE PRODUCED BY COUNTY: 9/2003



Document 1 of 1
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PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: NICHOLS ROSS G & RAYNA H; Owner Occupied

Mailing Address: 9455 SYLVIA LANE, HEREFORD, AZ 85615

Property Address: 9455 S SYLVIA LANE, HEREFORD, AZ 85615

***** SALES INFORMATION *****

Recorded Date: 04/25/2003

Sale Price: \$ 144,900 (Full Amount)

Document Number: 20030414164

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 104-43-014G

Legal Description: SEC/TWN/RNG/MERIDIAN: SEC 30 TWN 23S RNG 22E

Def Description: RIO RANCHO ESTATES II REP OF SURVEY BK11 PG35 POR LOT 7 BY M&B COM AT NW COR SAID LOT 7 THN S89DEG 3MIN E531.34' THN S0DEG

Market Value Year: 2004

Market Land Value: \$ 18,843

Market Improvement Value: \$ 102,304

Total Market Value: \$ 121,147

Land Use: SFR R4 RURAL SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 4970

***** PROPERTY CHARACTERISTICS *****

Year Built:	No. of Buildings:
Stories:	Style:
Units:	Air Conditioning:
Bedrooms:	Heating:
Baths:	Construction:
Partial Baths:	Basement:
Attic Rooms:	Exterior Walls:
Fireplace:	Foundation:
Garage Type:	Roof:
Garage Size:	Elevator:

Pool/Spa:

Lot Size:

3.99 AC

Building Area:

MAP PRODUCED BY COUNTY: 9/2003



Document 1 of 1

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PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: QUINONES NOEL J & MICHELE R; Owner Occupied

Mailing Address: 3109 OAK HILL ST, SIERRA VISTA, AZ 85650

Property Address: 3109 OAK HILL ST, SIERRA VISTA, AZ 85650

***** SALES INFORMATION *****

Recorded Date: 12/11/2001

Sale Price: \$ 139,000 (Full Amount)

Document Number: 20011235750

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 105-98-107

Legal Description: CITY: SIERRA VISTA

Description: PUEBLO DEL SOL COUNTRY CLUB ESTATES UNIT I LOT 241 1/01 LV SITE

Market Value Year: 2004

Market Land Value: \$ 30,000

Market Improvement Value: \$ 91,162

Total Market Value: \$ 121,162

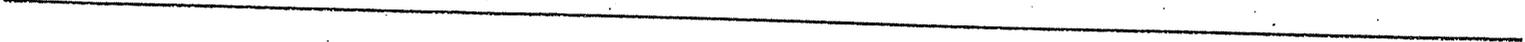
Land Use: SFR R4 URBAN SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 6830

TAPE PRODUCED BY COUNTY: 9/2003





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Document 1 of 1

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PROPERTY RECORD FOR COCHISE COUNTY, AZ

ESTIMATED ROLL CERTIFICATION DATE JANUARY 1, 2004

Owner: TORRES ROBERTO C III & ARACELY S; Owner Occupied

Mailing Address: 1903 9TH ST, DOUGLAS, AZ 85607

Property Address: 1903 9TH ST, DOUGLAS, AZ 85607

***** SALES INFORMATION *****

Recorded Date: 02/26/1998

Sale Price: \$ 78,000 (Full Amount)

Document Number: 19980205574

Document Type: JOINT TENANCY DEED

***** ASSESSMENT INFORMATION *****

Assessor's Parcel Number: 409-18-042

Legal Description: CITY: DOUGLAS

Description: FRONTIER VILLAGE #1 LOT 2 BLK 5

Market Value Year: 2004

Market Land Value: \$ 8,000

Market Improvement Value: \$ 47,424

Total Market Value: \$ 55,424

Land Use: SFR R3 URBAN SUBDIVIDED

Assessment Year: 2004

***** TAX INFORMATION *****

Tax Rate Code: 2710

TAPE PRODUCED BY COUNTY: 9/2003

Exhibit E

Taped Sworn Statement of: NORMA KING
Before: John Smietana, ACPA, Laredo Sector
Date: July 16, 2004

Smietana: My name is John Smietana. SMIETANA. Today's date is July 16th, 2004. And the time is approximately oh, 7:34 a.m. I'm here to take a statement from PAIC Norma King in relation to the Tucson travel voucher case. I'm doing this under the _____008_____ of the Office of Internal Audit. Ms. King would you please state your name and spell your last?

King: Norma A. King. KING.

Smietana: Very good. Thank you. Ma'am, I'm going to place you under oath. Would you please raise your right hand? Do you swear or affirm that the statements that you're about to make will be the truth, the whole truth and nothing but the truth, so help you God?

King: I do.

Smietana: Thank you. Ma'am, this is an administrative inquiry and because of that, I'm going to read you your Warnings and Assurances to Employee. It is required to provide information. This is an official administrative inquiry regarding allegations of misconduct or improper performance of official duties. In accordance with the Privacy Act of 1974, you are advised that the authority to conduct this interview is contained in 8 C.F.R. 103.2(e). The purpose of this interview is to obtain information, which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions regarding the performance of your duties. You have a duty to reply to these questions and disciplinary action, including dismissal, may be undertaken if you refuse to answer or fail to reply fully and truthfully. Neither your answers nor any information or evidence gained by reason of your answers can be used against you in a criminal proceeding, except that if you knowingly and willfully provide false statements or information in your answers, you may be criminally prosecuted for that action. The answers you furnish and any information or evidence resulting therefore may be used in the course of disciplinary procedure, which could result in disciplinary action, including dismissal.

(papers shuffling, writing sounds)

Smietana: Ma'am, would you tell me what your current position is and how long have you been here?

King: I am currently the Patrol Agent in Charge of the Fort Hancock Station. I entered on duty in March 23, of 2003.

Smietana: And how long have you been in the Border Patrol?

King: I have been in the Border Patrol since 1985.

Smietana: And during your career, were you stationed in the uh, Tucson Sector?

King: Yes, I was.

Smietana: And when was that?

King: I entered on duty in October of 1996 and I left in March of 2003.

Smietana: Okay. Could you tell me what uh, positions you held in that Sector please?

King: When I arrived there in '96, I was a Field Operations Supervisor from 1996 to December of 2000. December of 2000, I was promoted to the position of Assistant Patrol Agent in Charge until March of 2003.

Smietana: And that was at the Douglas Station?

King: That was at the Douglas Station.

Smietana: And can you tell me what Operation Safeguard was, or is?

King: Operation Safeguard was uh, in conjunction with San Diego uh, El Centro, and Yuma Sector, and it came to the face of Tucson Sector to be forward deployed and uh, prevent the entry of illegal aliens and take control of our area.

Smietana: And what did that mean to the Douglas Station?

King: Operation Safeguard to the Douglas Sa ... Station meant that we were going to be hit with an influx of aliens and in order to take uh, proactive action, they were going to deploy extra manpower from uh, other sectors.

Smietana: Who was responsible for organizing the Douglas Station's uh, part in Operation Safeguard?

King: When I was a Field Operations Supervisor, we were tasked with uh, making up operation plans with a number of 75 detailers, then to go up to a hundred and more. FOS Leonard Hall helped me. And then uh, after we did the initial, it was mainly the uh, PAIC and the A uh, Assistant Patrol Agent in Charge which was Gilbert Estrada. Then uh, I wasn't involved in it afterwards. It was Leonard Hall and they brought FOS Jeff Self from Nogales because it had initiated in Nogales first. Then it came to Douglas. And they started the majority of the planning for Operation Safeguard there at Douglas Station.

Smietana: So those operational plans that, that were drawn up at Douglas Station, they went into an overall Sector plan?

King: They actually did not at first. It was only primarily for the Douglas Station because we were putting down our area and, and how much mile, miles we had, and what we had to cover. And later on, it was just each individual stations, and then later on, it grew to were we did implement it along with Sector. We kind of mirrored it after Nogales' plan and we looked at some of them from San Diego. And that's how we based our plan to address the Safeguard.

Smietana: Can you tell me when, more or less, people started to be detailed into the Douglas Station area for Operation Safeguard?

King: Um, I believe it was in late '97 and early '98, is when we started getting the beginnings of agents. And it wasn't like a full uh, contingency of agents. It was just agents for maybe 30 days and they would leave and we wouldn't get anymore. It didn't really hit full force 'til uh, I think it was '99.

Smietana: Now, as a result of Operation Safeguard, there were certain allegations that were made about people on detail, people at the Station, uh, involving travel vouchers, involving kickbacks from places that were renting rooms to agents on details, and uh, it grew into a big OIG investigation. Uh, you're aware of that?

King: Yes, I am aware of that.

Smietana: Could you tell me what, what you remember of that and uh, how you were involved in that?

King: When I was uh, promoted to the uh, Assistant Patrol Agent in Charge, I was promoted in December of 2000 ... in uh, May of 2001, or March of 2001, I had a supervisor request a meeting with me. It was Forrester and he had Agent Larry Davenport with him. And at that time, they told me about supervisors and agents uh, taking kickbacks on rentals. And uh, so I asked him if he wanted me to report it to OIG. He told me no. He had already reported. But he just wanted me to be aware of it and this was the first time that I became aware of it.

Smietana: Do you recall the names of those supervisors that were involved in that at that time?

King: At that time, he, he wouldn't give me any names. He just said because it was an ongoing investigation and I really didn't ask him the names. I just, you know, wanted to refer him to OIG and he says I have already filed a complaint. I just want to put you on board. And at that time, I prepared a memorandum and I reported it to my uh, Patrol Agent in Charge.

Smietana: And what was his name?

King: His name was Rowdy Adams.

Smietana: Once you reported that stuff, what happened? What was the response from Mr. Adams or the Sector?

King: Once we reported that and we forwarded it up to OIG, uh, it was brought up to the attention of Sector and they turned around and told us to start uh, educating the agents and telling them, you know, what they can or cannot do. So, at all orientations it was brought up that per the travel regulations, they have to file these proper uh, travel vouchers. If they're not paying the amount ... if they given 'em \$1,500 and they're not paying \$1,500 in rent, they can only claim how much they're paying in rent. They can't claim up to the full amount. And if they're not, if they're doing that, there will be consequences and they can be charged criminally. This was given at all muster briefings and all orientations from then on after we became aware of it.

Smietana: And do you recall when you became aware of it? More or less the date?

King: I, I have that memorandum that has the date and I believe, it was uh, (short pause) ... I think it was May 9th of uh, 2001. Oh, I, ... I'm sorry ...

Smietana: More or less if you have it.

King: I think it was 2001. It was either March or May.

Smietana: Okay. Um, and so, the musters were addressed. Were detailers and uh, shall we say, people who were stationed in the Sector that were at those, all those musters? Or was it just for detailers? Was it for everybody?

King: It was ...

Smietana: Who received that information?

King: ... it was for everybody. It was for all the station agents, all the detail personnel, all the managers, all the ... all our staff. And we even uh, gave it at our ... we used to have like PAIC meetings at the station and supervisor meetings and everybody was told about it and made aware of it, and told that they, you know, they had to do it properly. And so, it wasn't only for the detail agents. It was for every off station personnel.

Smietana: Okay. When we, we go back and we look at this uh, can you tell me basically how the detailers found apartments or hotels for their detail?

King: They ... when uh ... when we started receiving uh, a larger amount of detail agents, detail personnel to our station uh, the local community there in Douglas would announce it, you know, in their newspaper and they would give us flyers to post. And we would post them on a little clipboard and we had uh, the Mayor of uh, of Douglas had come and spoken to us. And they were trying to get more of our regular agents to live in Douglas, Arizona and we told 'em, you know, there wasn't appropriate housing for them

'cause it kind of a depress area. But that's how the agents found out about it. Is they would advertise it. It wasn't, it wasn't only Douglas. It was Douglas, Bisbee, Cerra Vista, that would advertise. And they did it for military personnel as well.

Smietana: Okay. So, these people that owned either homes that had rooms for rent or rental properties, hotels, whatever, condos, they would advertise at the Station, they would advertise in newspapers, ...

King: They would, they would advertise in newspapers and also at the Station. And I remember since I got there back in '96, they had a little clipboard there in our muster room and we had like property for sale, houses for sale, that the community would come in and ask if it was okay if we could post it. And we would put it there uh, for them. So, as long as I'd been there, that I had been there, I remember them posting ... and it wasn't only necessarily when the detailers came on.

Smietana: When the allegations were made aware to you ... and that was done by uh, Mr. Davenport and Mr. Forrester, you wrote a memo to uh, OIG. You also forwarded a copy of that to the Office of Internal Audit at INS?

King: Yes, I did. We faxed it.

Smietana: Okay. What was the responses to those memos?

King: When we, when we forwarded it to OIG, I never got a response back but I didn't expect one 'cause if they're investigating it, they're not gonna let us know until the outcome or unless they need to speak to us. And OIA, the same thing. We didn't get any response back.

Smietana: Were you interviewed by any investigators concerning those allegations?

King: I was interviewed by an OIA investigator, Joseph Borg, in July of uh, of uh, I believe it was 2002 and also by OIG.

Smietana: You didn't actually take part in those investigations as a co-investigator or anything?

King: No, I did not take part in those investigations. Only has uh, ... I was just the subject of an investigation. And it was actually July 3rd of 2001. And they came down and interviewed me because there was an allegation made that in my personal home I had a detail agent living there.

Smietana: What happened to that allegation?

King: Well, it was false because at the time, I had my daughter living at home. It was in Tucson. They each had their own room. I told them they were more than welcome to

come in my house but there was no validity so it was basically dismissed as far as I'm, I know.

Smietana: Okay. Do you know what became of the OIA investigation? Did you ever see a finalized report of the OIA investigation?

King: I never saw a finalized report and they never told us what happened. But I remember speaking to uh, the investigator, Borg, and that he said that it had been referred back to OIG.

Smietana: Was OIG eager to take the case at first? Or, or did how that investigation go?

King: We, we provided that initial memorandum and then I provided another memorandum because we had an agent claiming that uh, he, these people were not paying him the rent. He was a Border Patrol Agent assigned to the Douglas Station, Russell Jensen, and two detail agents were renting this house from him and uh, the detail agents uh, made the allegation that he was trying to get money back from him, I guess kind of like a sort of a kickback. So, we had them uh, do a ... report it to OIG. And at the time we reported it, we spoke, I spoke to Bill King (sp?? ___205___) and I have that memorandum that I prepared on that same day. And he basically said that it wasn't within the realm and that they would have to hash it out in civil court.

Smietana: Did uh, anything become of those allegations that you're aware of?

King: Not that I'm aware of. They never told me anything.

Smietana: Okay. What type of response did Sector have to the uh, allegations? Do you recall?

King: Well, I know that they wanted us to take uh, you know, action on it. To have oversight and ensure that it was being done properly. So, what was done at the Station after I, you know, I became the APAIC and, and I was more involved with the administration. We had detail personnel and we had a detail FOS who would uh, review these vouchers and ensure they were done properly before they were uh, sent out.

Smietana: But he would review the vouchers for obvious errors on their face. He had no way of going and, and investigating the actual payments to lodging providers or anything like that, correct?

King: That is correct. He only ensured that they were claiming what they, you know, what was allotted for them. And they were submitting it timely and forwarding it. So, if there was any inappropriate happenings he wouldn't never be aware of it.

Smietana: There was never any, any effort by either INS as a whole, the Border Patrol Sector, or the Douglas Station to go out and find lodging for these detailers? They basically had to do it on their own.

King: We, we actually just, you know, would tell 'em what was in, in town and it was the Gadsen Motel and a Motel 6. You know, housing was very limited there in, in Douglas. Because we also used to get like Special Forces and military personnel that would come out and do a uh, operations with us. And sometimes they would stay at the college, which was uh, uh, another option. And ... but they basically had to look for themselves ... we would tell 'em what was in town and some people didn't like it. It, it was, it wasn't like a four star hotel. They were more like a star and a half.

Smietana: To the best of your knowledge, was there ever any indications that any member of supervision or management actively encouraged or recruited people to go to any specific lodging uh, by offering them kickbacks or telling about kickbacks or, or benefits they could get from any of these places.

King: Not to my knowledge. I never heard of that. And uh, it's just, you know, like the Embassy Suites. They give you, you know, free happy hour and a free breakfast. I believe the Gadsen was providing them a meal, or more than one meal.

Smietana: But as far as you know, nobody had a specific relationship with any lodge, lodging provider that, that uh, you can say either they were working for or, or friends of ... direct agents to a specific place?

King: Uh, no. I didn't have any knowledge of that. As far as I know, nobody would ... to ... in front of me or, or any agent told me that they were being told by a specific supervisor or agent to use one facility over the other.

Smietana: If you had to uh, describe or make a uh, comment about the detail process and the overall, let's say, condition of the detail? What would you say? Was it, was it normal like other INS details that you've been on over the years? Uh, or was it unique? Uh, was it something out of the ordinary? Or, how would you describe that, that process there at the Douglas Station with all these detailers?

King: Well, with all the detailers, in my past experience, uh, we ... when I was in El Centro, they had some detail personnel but it was nothing to the volume of what we had in Douglas. And as far as the procedure is uh, they came in and to me, it seemed like the standard proc ... procedure that is done is we gave them an orientation. We, you know, you give 'em information as to where to go and get the best lodging. Lot of people didn't like staying there in Douglas because it's, you know, a depressed community. There's not much to do. So, they would prefer to stay either in Bisbee or Cerra Vista was their place of choice. But once we started receiving so many detailers, that ... those filled up so they had ... you know, they were ... some of them were forced to stay in Douglas.

Smietana: The detailers when they were assigned to the Station, did they just work one shift or were they, were they assigned to different shifts so they worked with people from the Stations?

King: They worked at three different shifts. So, yes they worked the people.

Smietana: So, there was a mixture of detailers and regular agents there?

King: Yes, it was.

Smietana: And you said that there was an FOS that was assigned as a liaison for the detailers or, somebody that was responsible for that. What, what were the duties of that person? Did they do scheduling? What, what, what, what did they do?

King: Mainly that FOS that was assigned to oversee like the detail personnel, he worked the day shift and if they had any problems, you know, like the detailers like they couldn't find lodging, or they had a problem with their rental, he would look into it and then uh, discrepancies that they needed help with. But for the most part, the regular supervisors assigned to the Station would do the schedules and we had the ... well, they would do the schedules for our agents and we had detail supervisors assigned to the shifts that would make the schedules for the detail agents but we incorporated it together. So they knew when they, you know, and they talked to the agents because they want to have like particular days off but we had 'em working, you know, six days a week. And they went through their detail supervisor and the regular supervisor and then also this FOS that was on day shift. Just to assist when midnights or swing shift could not get to it, he could do it on, on the day shift and talk back to their duty stations for them.

Smietana: Do you know what happened to Mr. Forrester and Mr. Davenport?

King: Mr. Forrester uh, retired and Mr. Davenport took a detail, he actually too another job with Air Marshals.

Smietana: Okay. So, neither of them are with the Border Patrol anymore?

King: Uh, that's correct.

Smietana: Do you know of anybody that was disciplined over these allegations concerning the voucher fraud?

King: Well, recently, I, I heard that uh, su ... well, he's an FOS know, Salvador Marquez, he was given 14 days off without pay and it was this year and uh, Russ Nichols, who is a supervisor there in Douglas, he was also given, I believe, approximately 14 days off. And uh, I also had heard that Ruben Leyva, who was a supervisor at Douglas, was terminated due to this voucher uh, inappropriate behavior.

Smietana: Do you know whether the uh, Sector or the Station looked at the lessons learned from this incident and tried to change anything because of it, as far as the way details were done or, or, or the process of doing the detailers?

King: Well, I, I believe that as far as the process goes and doing the details, that would have no effect on these people doing the kickbacks because you can't control these uh ... I mean the community that's out there, that's all we have to offer for housing. So, we have to make it available and tell the agents, you know, you're coming here, this is the housing that there is, these are the rental places, this is the airport, this is, this is what this town offers you. But as far as the detail trying prevent that uh, that has to be as, you know, ... how can you prevent it if you don't know it's occurring?

Smietana: Was there any one place in the area that the INS could have either leased or purchased that would have housed all the detailers? Or was that impossible there?

King: That was an impossibility because then in Douglas, Arizona, there ... we even had agents that uh, didn't live there because the housing was inadequate. I, myself, didn't live in Douglas. I went down there and I looked around and actually I just didn't like the area. And that's my own personal opinion. Some people live there but it was very limited housing and then the problem you had there in Douglas is there's uh, you have known smugglers that are smuggling people and even smuggling narcotics. And if you build a nice house, they could build right next to you. So, I don't know if it has gotten any better but as far as us leasing a whole facility? No, that was really out of the question.

Smietana: How far away would have been the, the uh, the best chance to do that? We talking Cerra Vista, we talking all the way into Tucson, where would they have to go to do that?

King: The only other way I could see it was do the barracks at Fort Huachuca but even then they had limited barracks. And I know they were trying to build new barracks and they have a lot of TDYs, a lot of military that comes in there. And like the Windemere, which is one of the popular hotels there, some of these detail personnel would be there and they would tell 'em to leave because they had a convention coming in. So, as far as renting a big facility like that, there wasn't any even in Cerra Vista unless you went to Tucson which would be two hours away.

Smietana: Okay. What was the atmosphere at the Station among the supervisors and the managers, after these allegations came out? Did you guys, were you like fearful, was it like oh, we're gonna get in trouble, or was it just like man, these guys got in trouble, we didn't know anything about it? What, what was the atmosphere or the attitude there?

King: Well, because I was interviewed and some of the other uh, supervisors were interviewed um, I was a little bit upset because there, there ... they make false allegation. I, I had nothing to hide so I wasn't happy about it but I didn't tell anybody. But some of the other supervisors were unhappy about it because they felt like they're targeting me. And as far as the supervisors at a whole, a lot of them didn't think that there, there really was a problem to that extent. So, it really wasn't like a general consensus amongst them that, you know, hey, this is going. They just heard it and thought it as just something

frivolous, it's not true. And so, some people didn't really voice their opinion or some just didn't think it was anything that major at the time.

Smietana: On a personal level, do you think that there was anything that, that you could have done or the PAIC could have done to avoid some of these incidents that occurred?

King: Well, I believe that a lot of it was beyond our control. I mean we're all federal employees. We know what the travel regulations are and, and it is their responsibility to adhere to these travel regulations. And uh, I, myself, have moved before and I ask ... 'cause like when I uh, moved from San Diego to El Centro, can I rent a house, you know, from my parents because they live there in Heeber and they go, no, that's a conflict of interest. And I said alright, so I took temporary quarters at a, at a hotel. But it's, to me it's up to this, this person's ethics. I mean we can tell 'em, we can educate 'em, but how much, you know, how can you be ... you can't be over them and, and trying to see ... you don't know who's doing it. So, I think it's beyond the control of the PAIC. He did what he could by educating the people and telling them. But these agents also have a responsibility. They know what the regulations are and they know that it's not right. So, I don't know how they can claim that they were aware of it.

Smietana: Do you have anything else that you'd like to add?

King: No.

Smietana: Okay. It is approximately 8:02 a.m. and that will be the end of this statement.

Exhibit F



U.S. Department of Justice
 Immigration and Naturalization Service
 Office of Internal Audit

425 I Street NW
 Washington, DC 20536

DEC 12 2001

MEMORANDUM FOR GEORGE H. BOHLINGER III
 EXECUTIVE ASSOCIATE COMMISSIONER
 MANAGEMENT

MICHAEL A. PEARSON
 EXECUTIVE ASSOCIATE COMMISSIONER
 FIELD OPERATIONS

FROM:


 John P. Chase
 Director
 Office of Internal Audit

SUBJECT: Procedural Reform Recommendation - Lodging During Detail Assignments

The purpose of this memorandum is to provide information regarding findings in several investigations of allegations of employee misconduct related to lodging arrangements and claims for reimbursement. The allegations were lodged primarily in areas in which there are a large number of detailed employees, such as at the Service's training academies or in long term, large scale enforcement operations. These findings have ethical and misconduct implications for individual employees, and highlight the agency's obligation to disseminate information to detailees and permanent staff in the location of the detail, in a manner that protects employees from inadvertently becoming involved in situations that represent violations. It is recommended that this information be reviewed with an eye toward correcting systemic weaknesses.

The information presented below is based upon prior and current investigations by the Office of Internal Audit (OIA) and the Office of Inspector General (OIG) into situations described below. Under each allegation is a discussion of the potential violation or ethical consideration.

Subject: Procedural Reform Recommendation

Page 2

- **Service employees coming to a detail assignment were put in contact with by other employees or learned of by word of mouth, local property management companies which provided lodging at a lower rate than the allowable daily lodging rate, and were issued receipts reflecting the full allowable amount. They then vouchered the full allowable daily lodging rate and were reimbursed.**

This scenario, in which employees were issued a receipt which did not accurately reflect the amount they paid for lodging is a clear violation, which can subject the employee to criminal penalties (18 United States Code 287, False, Fictitious or Fraudulent Claims), or disciplinary or adverse action. Employees are authorized to claim up to the allotted lodging amount in a particular location. If they are not charged the full amount, they are not entitled to claim it.

- **Service employees coming to a detail assignment were put in contact with by other employees or learned of by word of mouth, a local commercial establishment or property management company which provided lodging at the full allowable daily lodging rate, but were given a "rebate" each day. These rebates took various forms depending upon the location: vouchers usable at hotel dining, bar and barber facilities; vouchers usable at local grocery stores; cash; and also a certain dollar amount per day that an employee could charge to their room for food and incidentals at the hotel. The rebate amount was not included in or deducted from the lodging rate in any of these situations.**

In these scenarios, the rebate or credit falls into the category of promotional material received in conjunction with official travel from a commercial activity. This is not the equivalent of a hotel offering a continental breakfast or happy hour to all guests, built into the lodging rate, for which a federal traveler would not have to account. Title 41 of the Code of Federal Regulations (CFR) Section 101-25.103-2 states that, "All promotional materials, (e.g., bonus flights, reduced fare coupons, cash, merchandise, gifts, credits toward future free or reduced costs of services or goods, etc.) received by employees in conjunction with official travel and based on the purchase of a ticket or other services (e.g., car rental) are properly considered to be due the government and may not be retained by the employee. The Comptroller General of the United States has stated that employees are obligated to account for any gift, gratuity or benefit received from private sources incident to the performance of official duties (see Comp. Gen. Decision B-199656, July 15, 1981). When an employee receives promotional material, the employee shall accept the material on behalf of the United States and relinquish it to an appropriate agency official." If an employee uses a coupon or credit provided by a lodging establishment, they should adjust the Meals and Incidental Expenses (M&IE) claimed on their voucher accordingly (e.g., subtract the amount of the credit or value of the coupon per day from their M&IE claim).

Another alternative would be for management to negotiate a favorable market rate for lodging with the providers, and disallow gratuities up front. It is noted that the INS is not currently in compliance with 41 CFR 101-25.103-1, which states that federal agencies in a position to receive promotional materials shall establish internal procedures for the receipt and disposition of same.

Subject: Procedural Reform Recommendation

Page 3

- Service employees rented rooms in private residences located for them by spouses of permanent academy or Sector employees. Additionally, some of the rental properties were owned by Service employees. In some cases, employees were charged the full allowable daily lodging rate, in others, they were charged less than the full daily rate, but were issued a receipt of the full rate amount.
- The spouses of permanent academy staff operated as "relocation" entities and provided lodging for incoming detail instructors. Some of the spouses were operating as an incorporated business entity, others were not and were simply issuing monthly lodging receipts under a fictitious business name. Some of the spouses paid a "finders fee" to staff who forwarded names of potential detailee renters to them.

While there is no prohibition against owning a rental property and renting to other employees (or through a rental company), some factors should be considered.

The first scenario, above, again represents a clear violation in the form of a false claim if the employee submits a voucher claiming the full allowable lodging rate. The issue of employee or spousal employment in the real estate business, and either locating or providing rental properties to other employees who come to the area on an official detail, has several ethical implications. If the rental business was not an ongoing concern before the details started, the employee could be construed to be profiting from knowledge related to their official duties (e.g., the number and identity of incoming detailees), a possible conflict of interest under 18 USC 208, prohibition against participating in matters affecting an employee's own financial interests (See also, 5 CFR Part 2635, Use of Nonpublic Information). Even if the rental business is managed by the spouse, the spousal relationship still equates it with an employee's own financial interests.

Evidence obtained in these investigations disclosed that employees who claimed there was an "arms length" relationship with their spouse's business in that the business was in the spouse's name only, actually engaged in showing properties to other employees, and served as intermediaries for messages about properties and rental payments. This confirmed that the situation reflected upon their own financial interests.

There may also be an inappropriate supervisor/subordinate relationship if a permanent supervisory employee (or spouse) is engaging in a financial transaction with someone under their supervision. The "finders fee" is inappropriately offered and accepted. Employees should not be profiting from information obtained by virtue of their official positions.

- Service employees rented rooms in the private residences of permanent employees of a detail location, and were charged and issued a receipt for the full daily lodging rate, which they then claimed for reimbursement on a voucher.

Again, there is no prohibition against owning rental property and renting to other employees. However, the Federal Travel Regulations speak to the issue of rentals in one's primary residence.

Feb-27-04

10:05am From-U.S. Customs - ESS

2029271390

T-852 P.021/028 F-463



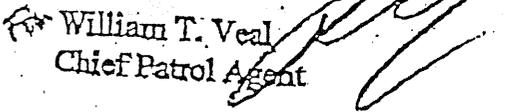
U.S. Department of Justice
Immigration and Naturalization Service
U.S. Border Patrol
Office of the Chief Patrol Agent
San Diego Sector

SDC 120/3-C

2411 Baswell Road
Chula Vista, CA 91914-3519

May 24, 2002

MEMORANDUM FOR STAFF OFFICERS
PATROL AGENTS IN CHARGE
DEPARTMENT HEADS
SAN DIEGO SECTOR

FROM:  William T. Veal
Chief Patrol Agent

SUBJECT: Frequently Asked Questions #18-Lodging During Temporary Duty Travel

Attached is a memorandum from Assistant Commissioner Judy R. Harrison, Headquarters Office of Financial Management, regarding frequently asked question messages from the Office of Financial Management concerning policy for travel. The topic of this memorandum is Lodging During Temporary Duty Travel (TDY).

Headquarters Border Patrol (HQBOR) has advised us that a copy of this memorandum is to be attached to all G-250 forms (travel authorizations) regarding agents going on TDY for thirty (30) days or longer. Examples of these are Operation Safeguard, Northern Vigilance, details to the academy, and other extended detail assignments.

If you have any questions, contact Annette Chappell at (619) 216-4103.

Attachment



US Department of Justice
Immigration and Naturalization Service

HQFIN 80/9

2002 APR 23 11 11 54

425 I Street, NW
Washington, DC 20536

2002

Jenny Wellman

MEMORANDUM FOR ALL INS EMPLOYEES

FROM: Judy R. Harrison *Judy R. Harrison*
Assistant Commissioner
Office of Financial Management

SUBJECT: Frequently Asked Questions #18—Lodging During Temporary Duty Travel

This is the eighteenth in a series of frequently asked question messages from the Office of Financial Management concerning policy for travel. The topic of this memorandum is Lodging During Temporary Duty Travel (TDY). If you have further questions, please contact Tamara Echols at (202) 307-4617 or Kurt Snyder at (202) 616-9939.

Please note that the information contained in these messages does not supersede specific language in the Immigration and Naturalization Service's bargaining unit contracts. Rather, the provisions of these messages should be understood and applied in a manner consistent with the requirements of the applicable labor agreement, if any.

General Rules

1. QUESTION: What types of accommodations should I obtain while on official TDY?

ANSWER: Employees are encouraged to stay in conventional lodging facilities, such as commercial hotels, motels and lodges, that have been approved by the Federal Emergency Management Agency (FEMA) as "approved accommodations." For a list of FEMA approved hotels, you may visit www.policyworks.gov/travel or make your reservations through your local Travel Management Center (TMC). Reference: *Federal Travel Regulation (FTR) Section 301-11.11*

Memorandum for All Employees

Subject: Frequently Asked Questions about Temporary Duty Travel #18

Page 2

2. QUESTION: What if I choose to stay with a friend or relative?

ANSWER: Employees are permitted to stay with friends or relatives while on TDY. However, employees who rent from a place that is not commercially available to the public will not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount. Instead, reimbursement will be limited to additional costs your host incurs in accommodating you, (e.g., the rental of a cot or bed). The extra costs paid to the friend or relative for such items may be reimbursed to the employee but must be substantiated with proof, such as a bill or statement. Reference: *FTR Section 301-11.12*

If an employee stays in a room or house of an individual who is in the business of renting rooms to the public, then the employee renting the accommodations may be reimbursed for the rental costs. The rental cost should not exceed the amount charged to the general public and the maximum per diem rate allowed for that location.

3. QUESTION: What if the property owner or the property management offer or agree to provide a receipt for a higher amount than the amount actually paid?

ANSWER: An employee may not submit a claim that does not accurately reflect the amount paid for lodging. Submitting a claim for more than the amount actually incurred is a violation of the US Code (18 United States Code 287, False, Fictitious or Fraudulent Claims) and can subject the employee to criminal penalties, or disciplinary or adverse action. Employees are authorized to claim up to the allotted lodging amount in a particular location. If the employee is not charged the maximum lodging per diem amount, the employee is not entitled to claim it. Employees should ensure that the lodging receipt reflects the actual costs incurred, net of any cash rebates or similar credits.

4. QUESTION: What should I do with vouchers or credits that I receive while staying at a commercial lodging facility?

ANSWER: Pursuant to Section 1116 of the National Defense Authorization Act for Fiscal Year 2002, the General Services Administration has issued the following regulation: Any promotional benefits or materials received from a travel service provider (i.e., frequent flyer miles, upgrades, or access to carrier clubs or facilities, and coupons for discounted meals or services provided by the hotel) in connection with official travel may be retained for personal use, if such items are obtained under the same conditions as those offered to the general public and at no additional cost to the Government. Reference: *FTR 301-10 Amendment*



U.S. Department of Justice
Immigration and Naturalization Service
U. S. Border Patrol
Office of the Chief Patrol Agent
San Diego Sector

SDC 50/1

2411 Baswell Road
Chula Vista, California 91914-3519

April 24, 2002

MEMORANDUM FOR SECTOR STAFF
PATROL AGENTS IN CHARGE,
SUPERVISORY SPECIAL AGENTS
ENFORCEMENT DEPARTMENT HEADS
ALL AGENTS
SAN DIEGO SECTOR

FROM: William T. Veal *William T. Veal*
Chief Patrol Agent

SUBJECT: Ethical Issues Involving Travel Vouchers

The Service has recently experienced a significant increase in travel voucher problems, ranging from simple mistakes to ethical violations to fraud warranting criminal prosecution. Since the San Diego Sector frequently details employees to other Sectors and to the Academies, all employees are reminded of the following provisions of the Federal Travel Regulations regarding reimbursement for lodging in particular.

Reimbursement for lodging must be based on actual cost. Receipts are required for reimbursement of all lodging expenses, and receipts must accurately reflect the amount actually paid for lodging costs. It is unacceptable to submit a claim using a receipt which reflects a higher amount than actually paid for lodging. The cost of lodging, excluding tax, may be reimbursed if it does not exceed the maximum lodging amount prescribed by the applicable per diem rate. Employees are encouraged to present hotels with tax exempt forms whenever possible; however, taxes on lodging may be reimbursed as a miscellaneous expense.



U.S. Department of Justice
Immigration and Naturalization Service

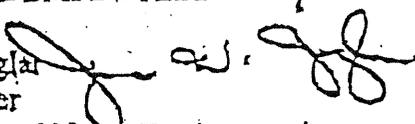
HQFIN 80/9

Office of the Commissioner

425 I Street NW
Washington, DC 20536

SEP 05 2002

MEMORANDUM FOR ALL EMPLOYEES

FROM: James W. Ziglar 
Commissioner
Immigration and Naturalization Service

SUBJECT: Claiming Expenses for Official Travel

It has come to my attention that a few Immigration and Naturalization Service (INS) employees have allegedly submitted claims for travel expenses that they did not incur. The allegations are being investigated and anyone found to have made or been party to such claims should expect severe disciplinary action and/or criminal penalties. Submitting false travel claims has ethical and misconduct implications for individual employees and will not be tolerated at the INS.

The allegations currently under investigation indicate that certain employees have participated in offers with lodging establishments to obtain receipts stating that the maximum lodging rate allowable for that location was paid when, in fact, a lesser rate was paid. Filing a voucher that claims a higher amount than actually paid is a false, fictitious, or fraudulent claim against the Federal Government. In locations with a large number of detailed Government employees, local merchants may approach employees with special offers or enticements to obtain Government business. While many such offers or enticements are legitimate and provide value to the Government, it is the responsibility of employees to avoid arrangements designed to enable them to claim travel expenses not actually incurred.

I know that most INS employees are honest and law abiding when filing their travel vouchers. However, please know that we intend to identify those individuals who file fraudulent claims and deal with them appropriately.

It is essential to always follow the Federal Travel Regulation in incurring official travel expenses and in filing claims for reimbursement of those expenses. If you do not know whether certain expenses are allowable, contact your local administrative officer or the Travel Management Section of the Office of Financial Management at (202) 616-9939.



U.S. Department of Justice
Immigration and Naturalization Service
U.S. Border Patrol

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DISTRIBUTED
9/17/02

TCA 80/9.4-P

Office of the Chief Patrol Agent

1970 West Ajo Way
Tucson, Arizona 85713

September 17, 2002

MEMORANDUM FOR PATROL AGENTS IN CHARGE
UNIT MANAGERS
TUCSON SECTOR

FROM: 1 David V. Aguilar
Chief Patrol Agent
Tucson Sector

SUBJECT: Claiming Expenses for Official Travel

Attached is a memorandum from Commissioner James W. Ziglar regarding claiming expenses for official travel.

Please ensure all employees in your area are aware that filing claims for reimbursement on travel vouchers must be expenses that were actually incurred and are allowable according to regulations.

Attachment



U.S. Department of Justice
Immigration and Naturalization Service

TCA 80/9.4-P

U.S. B.P. HQS
TUCSON, AZ
HQFIN 80/9

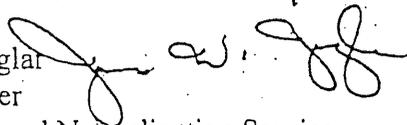
02 SEP 30 PM 12 49

Office of the Commissioner

425 I Street NW
Washington, DC 20536

SEP 05 2002

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Commissioner
Immigration and Naturalization Service

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U.S. Department of Justice
Immigration and Naturalization Service
U.S. Border Patrol

Faxed and Federal
Expressed 04/25/02
#7918 2480 8017

TCA 100/5.7-C

Office of the Chief Patrol Agent

1970 W. Ajo Way
Tucson, Arizona 85713
(520) 670-6871

MEMORANDUM FOR GUSTAVO DE LA VINA
CHIEF, U.S. BORDER PATROL
WASHINGTON, DC

FROM: David V. Aguilar
Chief Patrol Agent
Tucson Sector

SUBJECT: Local Actions Taken on Allegations

The following information is being forwarded as a means of updating your office on certain specific actions taken by Tucson Sector on the allegations of impropriety on the part of Agents detailed into the Tucson Sector. The matter is currently being investigated by the Office of Inspector General and the INS Office of Internal Audit and was discussed by Office of Internal Audit Director John Chase at the Chief Patrol Agent breakout session on April 16th.

The allegations of improprieties related to housing rentals by Border Patrol Agents detailed into the Douglas Station were first received on May 8, 2001 by APAIC Norma King. APAIC King notified the Office of Inspector General and Tucson Sector Headquarters by way of memorandum on the same day.

Douglas Station

All incoming details are addressed by Supervisory Border Patrol Agent personnel at the time of their arrival and scheduling into the station rotations. Commencing with the May 20, 2001 detail rotation, the issue of improprieties relating to housing/rentals has been addressed. It has been made clear that an employee should not submit a claim that does not accurately reflect the amount paid for lodging. This procedure has been followed through the last detail rotation into the Douglas Station that ended on April 21, 2002.

Naco Station

The Naco Station received 10 detailers commencing February 11, 2001. The Naco Station has included the same housing/rental specific briefing and cautions since November 8, 2001. Naco continued this type of briefing through the last rotation that occurred on March 23, 2002.

Casa Grande - Tucson - Ajo Stations

The Casa Grande, Tucson, and Ajo Stations are currently receiving detailers as an augmentation to their West Desert operations. The detailers all receive the same type of briefing relative to housing/rental concerns.

From: DAVID V AGUILAR, CHIEF (520)670-6880
U.S. BORDER PATROL
1970 W. AJO

TUCSON, AZ, 85713

REVENUE BARCODE



COPY

To: Gustavo De La Vina, Chief (202)514-3073
U.S. Border Patrol - HQBOR
Immigration & Naturalization Svc
425 I. Street, NW, Room 4226
Washington, DC, 20536

SHIP DATE: 26APR02
WEIGHT: 1 LBS

Ref: TCA Local Actions



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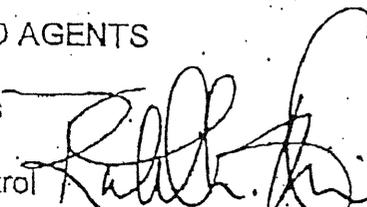
Department of Homeland Security
Bureau of Customs and Border Protection
U.S. Border Patrol

OBP 80/9.4-C

28

Office of the Chief
U.S. Border Patrol
1300 Pennsylvania Avenue, NW
Suite 6.5E
Washington, DC 20229

MEMORANDUM FOR: ALL DETAILED AGENTS

FROM: Robert L. Harris
Deputy Chief
U.S. Border Patrol 

SUBJECT: Travel Reimbursements in Connection With
Detail Assignments

All detailed agents are reminded of the travel policies regarding reimbursements for lodging expenses while on detail.

All claims for lodging must reflect the exact amount of rent paid and be accompanied by a receipt. If a detailed agent receives amenities or cash rebates from the lodging provider, the claim for reimbursement must be reduced based upon the amount of these amenities or rebates. Items that must be deducted from the cost of lodging include grocery coupons, gym memberships, cash rebates, and free meal coupons to restaurants that are not within the hotel.

Use of a physical fitness facility on the hotel property is not an item that requires deduction. Free meals provided by a hotel are allowable and do not require a reduction in the amount of the lodging claim.

Should an agent rent a room in a private residence, both parties must ensure that the receipt reflects the actual amount of rent paid.

Federal travel regulations specify that detailed agents in these circumstances may be reimbursed only for the additional costs incurred by the host or hostess for accommodating them and that they may be reimbursed only if the detailed agent and the homeowner are able to substantiate the costs and the Border Patrol determines the costs to be reasonable. Agents may not be reimbursed for the cost of comparable conventional lodging in the area or a flat "token" amount. Requests for reimbursement of this type place both the detailed agent and the landlord under scrutiny.

If you have any questions regarding this guidance, contact the Assistant Chief to whom you are reporting.

Feb-27-04 10:05am From-U.S. Customs - ESS

2029271390

T-852 P.019/028 F-463

OBP:CAWood:ca and dir:8-26-03:03-01265

bcc: OBP 80/9.4-C
Master Log



Department of Homeland Security
Bureau of Customs and Border Protection
U.S. Border Patrol

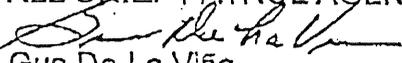
OBP

NOV 13 2003

Office of the Chief
U.S. Border Patrol
1300 Pennsylvania Avenue, NW
Suite 6.5E
Washington, DC 20229

MEMORANDUM FOR ALL CHIEF PATROL AGENTS

FROM:


Gus De La Vía
Chief
U. S. Border Patrol

SUBJECT:

Travel Reimbursements in Connection With Detail Assignments

In light of the transition, I would like to reiterate the importance of complying with the travel policies regarding reimbursements for lodging expenses while on detail.

All claims for lodging must reflect the exact amount of rent paid and be accompanied by a receipt. Sectors may require a copy of lodging receipts be provided to the reimbursement approving official prior to the processing claims. If a detailed employee received amenities of cash rebates from the lodging provider, the claim for reimbursement must be reduced based upon the amount of these amenities or rebates. Items that must be deducted from the cost of lodging include grocery coupons, gym memberships, cash rebates, and free meal coupons to restaurants that are not within the lodging facility.

Use of a physical fitness facility on the hotel property is not an item that requires deduction. Free meals provided by a hotel are allowable and do not require a reduction in the amount of the lodging claim.

Should an employee rent a room in a private residence, both parties must ensure that the receipt reflects the actual amount of rent paid. Federal travel regulations specify that detailed personnel in these circumstances may be reimbursed only for the additional costs incurred by the host or hostess for accommodating them and that they may be reimbursed only if the detailed employee and the homeowner are able to substantiate the costs and the Border Patrol determines the costs to be reasonable. Employees may not be reimbursed for the cost of comparable conventional lodging in the area or a flat "token" amount. Requests for reimbursement of this type place both the detailed employee and the landlord under scrutiny.

Please ensure this guidance is appropriately disseminated to all employees under your supervision.

Author: INS Broadcast at HQHUB
Date: 04/30/2002 3:47 PM
Normal

TO: Robert V Marrufo at WRO-TCA-DGL-003, Vance L Marsh at WRO-LOS-XLF-001,
Allan Marshall at WRO-007, Desirea A Marshall at WRO-LOS-008,
Gregory S Marshall at WRO-SDC-IME-001, James T Marshall at WRO-SDC-CAO-001,
John S Marshall at WRO-TCA-NGL-001, Julie Marshall at WRO-POO-001,
Kerri Lynn Marshall at WRO-SND-002, Leonard E Marshall at WRO-007,
Sandra P Marshall at WRO-005, Debby L Martelet at WRO-SDC-SDA-001,
Kathleen M Martell at WRO-SND-ECC-001, Allen W Martin at WRO-LIV-SAB-001,
Amy C Martin at WRO-PHO-ELO-001, David N Martin at WRO-LOS-LAX-003,
Diana S Martin at WRO-SDC-002, Holly Martin at WRO-PHO-003,
Irene Martin at WRO-LOS-SBD-001, Jerry B Martin at WRO-SDC-ECJ-001,
Joseph H Martin at WRO-PHO-SLU-001, Juvenal Martin at WRO-TCA-DGL-005,
Lisa M Martin at WRO-SND-OTM-001, Luz R Martin at WRO-SFR-008,
Margaret B Martin at WRO-PHO-002, Martha-Elsa Martin at WRO-SDC-SCM-001,
Michael A Martin at WRO-ELC-ECT-001, Michael R Martin at WRO-SDC-CHU-001,
Ruben Martin at WRO-SDC-BRF-002, Samuel J Martin at WRO-TCA-NGL-001,
Stephen S Martin at WRO-ELC-CAX-001, Stuart D Martin at WRO-LOS-OCB-001,
Thomas G Martin at WRO-TCA-NGL-001, William E Martin at WRO-SDC-IMB-001,
Francisco J Martin Del Campo at WRO-TCA-NGL-003,
Jose Martin Del Campo at WRO-SDC-SCM-001,
Michael A Martin Del Campo at WRO-TCA-TUS-001,
Silvester M Martincic at WRO-TCA-TUS-001, Alejandro X Martinez at WRO-TCA-DGL-003,
Alfonso A Martinez at WRO-ELC-ELS-001, Alicia Martinez at WRO-LOS-ELM-001,
Antonio R Martinez at WRO-YUM-YHS-002, Antonio V Martinez at WRO-SDC-TEM-001,
Armando S Martinez at WRO-SND-ECC-001, Arnol F Martinez at WRO-CSC-007,
Arthur Martinez at WRO-SDC-IMB-002, Bienvenido V Martinez at WRO-SFR-002,
Brenda Martinez at WRO-SND-CTP-001, Carlos Martinez at WRO-ZLA-002

Subject: Lodging During Temporary Travel

----- Message Contents -----
W, *

Forwarded on behalf of: Office of Financial Management.

Contact: Kurt Snyder (202) 616-9939
Tamara Echols (202) 307-4617.

MEMORANDUM FOR ALL INS EMPLOYEES

FROM: Judy R. Harrison
Assistant Commissioner
Office of Financial Management

SUBJECT: Frequently Asked Questions #18-Lodging During Temporary Duty Travel

This is the eighteenth in a series of frequently asked question messages from the Office of Financial Management concerning policy for travel. The topic of this memorandum is Lodging During Temporary Duty Travel (TDY). If you have further questions, please contact Tamara Echols at (202) 307-4617 or Kurt Snyder at (202) 616-9939.

Please note that the information contained in these messages does not supersede specific language in the Immigration and Naturalization Service's bargaining unit contracts. Rather, the provisions of these messages should be understood and applied in a manner consistent with the intent of the Service's bargaining unit contracts.

1. QUESTION: What types of accommodations should I obtain while on official TDY?

ANSWER: Employees are encouraged to stay in conventional lodging facilities, such as commercial hotels, motels and lodges, that have been approved by the Federal Emergency Management Agency (FEMA) as "approved accommodations." For a list of FEMA approved hotels, you may visit www.policyworks.gov/travel or make your reservations through your local Travel Management Center (TMC). Reference: Federal Travel Regulation (FTR) Section 301-11.11

2. QUESTION: What if I choose to stay with a friend or relative?

ANSWER: Employees are permitted to stay with friends or relatives while on TDY. However, employees who rent from a place that is not commercially available to the public will not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount. Instead, reimbursement will be limited to additional costs your host incurs in accommodating you, (e.g., the rental of a cot or bed). The extra costs paid to the friend or relative for such items may be reimbursed to the employee but must be substantiated with proof, such as a bill or statement. Reference: FTR Section 301-11.12

If an employee stays in a room or house of an individual who is in the business of renting rooms to the public, then the employee renting the accommodations may be reimbursed for the rental costs. The rental cost should not exceed the amount charged to the general public and the maximum per diem rate allowed for that location.

3. QUESTION: What if the property owner or the property management offer or agree to provide a receipt for a higher amount than the amount actually paid?

ANSWER: An employee may not submit a claim that does not accurately reflect the amount paid for lodging. Submitting a claim for more than the amount actually incurred is a violation of the US Code (18 United States Code 287, False, Fictitious or Fraudulent Claims) and can subject the employee to criminal penalties, or disciplinary or adverse action. Employees are authorized to claim up to the allotted lodging amount in a particular location. If the employee is not charged the maximum lodging per diem amount, the employee is not entitled to claim it. Employees should ensure that the lodging receipt reflects the actual costs incurred, net of any cash rebates or similar credits.

4. QUESTION: What should I do with vouchers or credits that I receive while staying at a commercial lodging facility?

ANSWER: Pursuant to Section 1116 of the National Defense Authorization Act for Fiscal Year 2002, the General Services Administration has issued the following regulation: Any promotional benefits or materials received from a travel service provider (i.e., frequent flyer miles, upgrades, or access to carrier clubs or facilities, and coupons for discounted meals or services provided by the hotel) in connection with official travel may be retained for personal use, if such items are obtained under the same conditions as those offered to the general public and at no additional cost to the Government. Reference: FTR 301-10 Amendment 104

Forwarded on behalf of: Office of Financial Management

MEMORANDUM FOR ALL INS EMPLOYEES

FROM: Judy R. Harrison
Assistant Commissioner
Office of Financial Management

SUBJECT: Travel Voucher Policies and Procedures

This memorandum is a revision of Frequently Asked Questions #10. It is being issued to add a section on ensuring that employees have forwarded their current electronic funds transfer information to the travel voucher payment office (see item #10 below). All employees who travel are encouraged to carefully read this memorandum. Ensuring these requirements are met will help speed your reimbursement.

The topic of this memorandum is Travel Voucher Policies and Procedures. It addresses the most common errors in voucher preparation and includes certain INS policies regarding travel and travel voucher preparation. If you have further questions, please contact Kurt Snyder at (202) 616-9939 or Tamara Echols at (202) 307-4617.

Please note that the policies contained in this message supplement the Administrative Manual on Travel (Section 4.1.105) and do not supersede specific language in the bargaining unit contracts. Rather, the provisions of this message should be understood and applied in a manner that is consistent with the requirements of the applicable labor agreement, if any.

Travel Voucher Policies and Procedures

1. You must ensure that you have a properly executed and funded travel authorization before beginning travel. Also ensure that the Authorizing Official has approved the allowable travel expenses listed and the Funds Certification Official has approved the proper appropriation/ activity on the authorization.

2. File your vouchers timely - within five (5) days after temporary duty travel. Employees on detail should file their travel voucher every two weeks and at a minimum every thirty (30) days. This will enable the Finance Office to process your payment timely, thus enabling you to pay your bank travel card bills within required time frames.

In addition, those who are responsible for reviewing and approving travel vouchers should perform these steps timely.

3. Approval of actual subsistence, if authorized, should be specifically noted on the travel authorization in Block 8. A memorandum may be substituted, in lieu of specific mention on the travel authorization.

4. When travel is paid using the Government Travel Account (GTA), note on the travel voucher that the GTA was used for the airline ticket. Do not claim the cost of the airline ticket on your voucher.

5. The most common error noted in travel vouchers is use of incorrect per diem rates. Current per diem rates are available on the Internet at www.policyworks.gov/travel or through Travel Manager.

* Do not rely on dated information for per diem rates. In addition to changes in rates, there are often new jurisdictional boundaries for counties surrounding metropolitan areas.

* Refer to the web site noted above to ensure you have the most up-to-date per diem rates for the temporary duty (TDY) location.

* Per diem is paid based on your lodging location - where you "lay your head" - not the TDY station location where you spent the day, if there is a difference.

Note: An upgrade to the travel management system is expected during Fiscal Year 2003. A service-wide notice will be released to all program offices with information about the new travel system as soon as implementation is ready to begin.

6. You are entitled to 3/4 of the meals and incidental expenses (M&IE) portion of the applicable per diem rate on the first and last day of travel. The time of departure or arrival home does not make a difference. A travel day is based on one second past midnight to midnight.

7. Receipts must be provided with your travel voucher package for: * Lodging expenses,

* Airfare expenses,

* Laundry and dry cleaning expenses, and

* Any other individual expense in excess of \$75.00.

Receipts should be taped to an 8 + x 11 inch sheet of paper. Staple the voucher, the receipt and the authorization together in the upper left-hand corner, and submit these documents as a package to the applicable payment office.

8. Always retain a copy of your travel voucher package. This practice is good insurance in the event your voucher is lost in the mail or questions arise when the Finance Office is processing your voucher.

Southwestern Regional Headquarters



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*Because no one
is above the law!*

U.S. OFFICE OF
SPECIAL COUNSEL
WASHINGTON
205 APR 25 11 2:00

April 18, 2005

VIA CMRRR (# 7003 0500 0001 5068 3635)

Catherine A. McMullen
Chief, Disclosure Unit
U.S. Office of Special Counsel
1730 M Street, N.W., Suite 218
Washington, D.C. 20036-4505

RE: OSC File No. DI-02-0911; U.S. Border Patrol Fraud – “RENTGATE”

Ms. McMullen:

Judicial Watch, Inc. is a non-profit, non-partisan, tax-exempt Section 501(c)(3) public-interest foundation that seeks to educate the American public about corruption in government and other abuses of power by public officials — and to hold the responsible parties accountable. Falling within this broad mission, Judicial Watch investigates the actions and conduct of those charged with the public trust in each of the three branches of our government.

In accordance with this mission, Judicial Watch has undertaken the representation of Mr. Larry Davenport and Mr. Willie Forester in various capacities with respect to various matters stemming from and/or related to their joint Disclosure to the U.S. Office of Special Counsel (“OSC”) in the above-referenced matter.

To date, neither Mr. Davenport nor Mr. Forester have been asked to directly participate and/or offer rebuttal evidence in the agency “investigations” stemming from the OSC Disclosure. Nevertheless, Messrs. Davenport and Forester stand ready and willing to testify before the appropriate congressional oversight committees once OSC concludes its investigation and forwards these materials to the President.

On June 30, 2004, on behalf of Messrs. Davenport and Forester, Judicial Watch submitted “Comments” related to the March 23, 2004, “final report” from the U.S. Department of Homeland Security (DHS). A true and correct copy of the Comments is

attached hereto as Exhibit "A" and incorporated by reference. For the most part, the June 30, 2004, Comments focus upon the agency's apparent failure to conduct a *thorough* investigation including interviews of higher-level officials.

In response to the Comments, OSC requested that DHS perform a "supplemental" investigation. DHS now purports to have conducted further investigation and on December 29, 2004, submitted its new "final report." Pursuant to 5 U.S.C. §1213(e)(1), Messrs. Davenport and Forester hereby submit their Supplemental Comments¹ on the December 29, 2004, "final report."

As set forth in the June 30, 2004, Comments, at the heart of the original OSC Disclosure lies a pattern of alleged agency-wide corruption including fraud, conspiracy, perjury and possibly even extortion related to the falsification of travel vouchers, credit card purchases, and lodging receipts by Border Patrol Agents detailed into various Sectors around the country. The scheme was designed to illegally line the participants' pockets with taxpayer money, involves various levels of authority within the Border Patrol, dates back for years, and has become known by those involved as "Rentgate."

Mr. Davenport was detailed to Douglas, Arizona during October and November 2001. Upon his arrival, he noticed an enormous amount of flyers posted just outside the entry door and throughout the muster room. The flyers advertised rental properties and sought detailees as renters. The advertisements were made by many supervisory Border Patrol Agents of the Douglas, Arizona Border Patrol Station and Supervisory Border Patrol Agents from California as well as local Supervisory Customs Agents.

"Kickbacks" or "rebates" were offered to detailees who rented the advertised properties – the more agents willing to share a house – the higher the kickback. The muster room was so cluttered with these rental flyers that they interrupted normal Border Patrol activities. The flyers cluttered every wall and the mail drawers of all the agents.

Mr. Davenport requested a meeting with PAIC Rowdy Adams, APAIC Norma King, and SOS Monty Garland to discuss the matter with them. Mr. Davenport told management that it was inappropriate and against policy to conduct personal business on government time utilizing government property. They became hostile and told Mr. Davenport to mind his own business.

¹ The comments set forth herein are derived solely from the opinions of Messrs. Davenport and Forester and are presented solely on their behalf as Judicial Watch has no independent personal knowledge of the underlying allegations.

Mr. Davenport then had a responsibility to inform OIG concerning the matter and did so. OIG contacted Norma King and the flyers were immediately removed. Based upon the volume of rental flyers posted on the wall in the muster room, Mr. Davenport finds it *very* hard to believe – as set forth in the December 29, 2004, “final report” – that none of the Supervisory Staff at the Douglas Border Patrol Station had prior knowledge of the kickback scheme.

For example, the December 29, 2004, report’s references to SBPA Bryant Brazley are irreconcilable with Mr. Davenport’s information. SPA Jimmy Vance and other agents from California rented a house from Brazley located at 1550 15th Street in Douglas, Arizona. When Davenport arrived on detail he was approached by SPA Vance to see if he was interested in renting a room from Brazley. Vance told Mr. Davenport that Vance received kickbacks from Brazley if Vance could keep renters in the house.

Vance also told Mr. Davenport that Brazley would not pay the kickbacks until the detail was over and the detailee had returned to his assigned station. This was so that if you were questioned – “if you were or had been receiving kickbacks” – you could answer “no.” Vance also told Mr. Davenport that they often used false names and addresses on the Travel Vouchers.

Similarly, comments by Tucson Sector Staff regarding lack of prior knowledge of the scheme are *very* hard to believe. For example, SPA Thomas Boyle from California was detailed to Douglas, Arizona during the time frame at issue and stayed at the Mountain Vista Apartments in Sierra Vista, Arizona. Boyle was notified that Tucson Sector Staff, CPA Aguilar, and DCPA Peyatt had contacted the apartment complex and told them that it was illegal for them to give kickbacks to the agents. This was approximately June of 2000.

The apartments told the agents that they could no longer offer kickbacks so the agents moved out and sought kickbacks from other rental sources. Thereafter, due to the lack of renters, the Mountain Vista Apartments contacted the agents and again began giving kickbacks. Thomas Boyle can verify this information. He is currently assigned to Carrizo Springs, or Cotulla, Texas Border Patrol Station.

In addition to this and other information set forth in his June 30, 2004, Comments, Mr. Davenport believes that DCPA Carl McClafferty has knowledge of this matter because his own son, SBPA Carl McClafferty Jr., and his wife, Christi McClafferty, were involved in similar criminal acts while detailed to the Border Patrol Academy in 1998.

Catherine A. McMullen

April 18, 2005

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Mrs. McClafferty ultimately had to resign from the Border Patrol to avoid prosecution. Carl McClafferty Jr. is a supervisor in the Tucson Sector. This information was given to Mr. Davenport by SAIC Paul Benners of OIG in Atlanta. Benners handled the McClafferty investigations. Does DCPA McClafferty claim he doesn't know what happened to his own son and daughter-in-law?

In another case, BPA Russ Jensen was renting to a detailee who refused to pay him the full rent. Jensen submitted a memo to David V. Aguilar informing him that the detailees were demanding \$700.00 kickbacks. Aguilar refused to do anything. Yet it appears that BPA Russ Jensen has never been interviewed by OIG or ACPA Smietana concerning this matter.

CPA David V. Aguilar is the CPA of all Border Patrol. Why would the agency assign ACPA Smietana to investigate this matter, knowing that CPA Aguilar and CPA Adams are in control of Smietana's destiny?

In addition to the kickbacks, many of the Supervisors who rented homes offered to repay the detailees by recommending Quality Step increases in their pay. They also threatened to give substandard performance appraisals to those who refused to participate. Is it possible that this same *quid pro quo* applied during the DHS "investigation" process?

Many of the agents who were "fired" for their participation in Rentgate have now been reinstated by the Border Patrol. Many of these agents may be called to testify in legal actions involving Border Patrol activity. They will have no credibility. Does DHS no longer require credibility in its agents? Is it possible that these agents have information concerning other acts within the Border Patrol and this is a way to insure their silence?

It seems clear that neither DHS nor the Border Patrol are interested in arriving at the full truth or scope of Rentgate. They have yet to contact any witnesses that can dispute the word of the agents – including Messrs. Davenport and Forester. Quite simply, if all you do is ask a person if he is guilty of a crime and he states "no" – while no witnesses are called to offer rebuttal testimony – you have failed to conduct a *thorough* investigation.

Why haven't Messrs. Davenport and Forester been contacted and given a chance to respond and enter evidence to contradict the statements by Border Patrol management? After all, they are the ones that broke the scandal wide open. Their allegations have

Catherine A. McMullen
April 18, 2005
Page 5

proven both reliable and true – perhaps that explains it. DHS seems to be avoiding the full scope – as well as the ugly truth – of Rentgate.

If fraud, corruption, and illicit money drive the Border Patrol culture, what is the price of illegal entry into the United States? Who is protecting the Homeland? And if Border Patrol management are involved and/or simply turn a blind eye to the corruption, what price will America pay on the next 9/11? There must be accountability at DHS.

Respectfully submitted on behalf of:

MR. LARRY DAVENPORT
MR. WILLIE FORESTER, by

JUDICIAL WATCH, INC.



Todd W. Hutton
State Bar No. 24012880
5735 Pineland Drive, Suite 275
Dallas, Texas 75231
Telephone: (214) 739-7188
Facsimile: (214) 739-8873

enclosure

cc: Mr. Larry Davenport
Mr. Willie Forester

Southwestern Regional Headquarters



**Judicial
Watch™**

*Because no one
is above the law!*

June 30, 2004

VIA CMRRR (#7002 0460 0001 1655 5482)

Ms. Jennifer B. Pennington
Attorney, Disclosure Unit
United States Office of Special Counsel
1730 M Street, N.W., Suite 218
Washington, D.C. 20036-4505

RE: OSC File No. DI-02-0911: U.S. Border Patrol Fraud – “Rentgate”

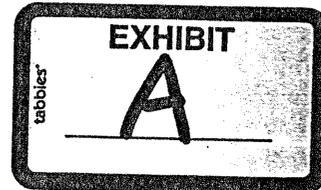
Dear Ms. Pennington:

Judicial Watch, Inc. is a non-profit, non-partisan, tax-exempt Section 501(c)(3) public-interest foundation that seeks to educate the American public about corruption in government and other abuses of power by public officials — and to hold the responsible parties accountable. Falling within this broad mission, Judicial Watch investigates the actions and conduct of those charged with the public trust in each of the three branches of our government.

In accordance with this mission, Judicial Watch has undertaken the representation of Mr. Larry Davenport and Mr. Willie Forester in various capacities with respect to various matters stemming from and/or related to their joint Disclosure to the U.S. Office of Special Counsel (“OSC”) in the above-referenced matter.

The OSC Disclosure arises from alleged violations of laws, rules and regulations, as well as gross mismanagement, gross waste of funds and abuses of authority within the former U.S. Border Patrol (n/k/a U.S. Customs and Border Protection) that could also involve substantial and specific dangers to public safety. And although the OSC Disclosure arises out of corrupt practices in the Tucson Sector, the allegations potentially span the entire agency.

Pursuant to 5 U.S.C. §1213(e)(1), Messrs. Davenport and Forester hereby submit their Comments on the March 23, 2004 “final report” from the U.S. Department of Homeland Security (“DHS”). The Comments set forth herein are derived solely from the opinions of Messrs. Davenport and Forester and are presented solely on their behalf as Judicial Watch has no independent personal knowledge of the underlying allegations.



Ms. Jennifer B. Pennington

June 30, 2004

Page 2 of 5

At the heart of the OSC Disclosure lies a pattern of alleged agency-wide corruption including fraud, conspiracy, perjury and possibly even extortion related to the falsification of travel vouchers, credit card purchases, and lodging receipts by Border Patrol Agents detailed into various Sectors around the country.

The scheme was designed to illegally line the participants' pockets with taxpayer money, involves various levels of authority within the Border Patrol, dates back for years, and has become known by those involved as "Rentgate."

Although the Office of Inspector General ("OIG") performed an "investigation" into this matter and issued its report in late 2003, OSC ordered that further investigation be conducted by DHS in conformance with 5 U.S.C. §1213(c). Unfortunately, the resulting DHS report is seemingly little more than a recitation of the OIG findings and, other than a "review" of the OIG report, fails to show what, if any, investigation was performed by DHS.

This is troubling when one considers that the OIG report has been widely criticized as inadequate and in reality little more than a "whitewash" of the true enormity of the corrupt practices that have plagued the Border Patrol for years. These concerns are compounded by the fact that members of the DHS "task force" are colleagues of the Tucson Management officials. And they themselves had agents assigned to the Sectors involved in these criminal acts.

As Messrs. Davenport and Forester have stated on several prior occasions, the investigation by OIG was biased from the beginning and was lacking in proper scope and meaningful inquiries. In fact, OIG initially refused to investigate these criminal allegations and only did so after being formally requested by Congressman Jim Kolbe.

Moreover, the OIG report only focused upon the criminal acts and misconduct of Border Patrol Agents ("BPAs") and Senior Border Patrol Agents ("SBPAs") in the Tucson Sector, despite submitted evidence of BPAs and SBPAs as well as upper-level management conspiring to commit these acts in all areas of the Border Patrol. For example, these acts were being committed in California, as well as the Border Patrol Academies in Brunswick, GA and Charleston, SC. Nevertheless, OIG limited its investigation to the Tucson Sector.

The DHS report indicates that Messrs. Davenport and Forester provided the names of only three SBPAs, when in fact more names and evidence were provided to OIG. Again, OIG was very selective in the agents that they questioned and they were very careful not to ask management officials any incriminating questions.

Instead, OIG allowed the SBPAs to enter false statements even after Messrs. Davenport and Forester supplied evidence that they had perjured themselves. OIG seemingly made no efforts to verify the statements opting instead to vilify the messengers.

In this regard, the DHS report reflects that OIG's report is "without sufficient evidence" to implicate Border Patrol management officials. This is a curious result considering that

Messrs. Davenport and Forester submitted many names along with evidence to OIG that specifically proved management's knowledge of and/or participation in the scheme. Again, OIG chose not to fully question the relevant suspects.

At the time of the events, Mr. Davenport personally notified the following Tucson Sector officials of what was going on with respect to "Rentgate":

DCPA, ED Peyatt
ACPA, George Lopez
ACPA, Carlos Carrillo
ACPA, Ted Swofford
PAIC, Rowdy Adams
APAIC, Norm King
FOS, John Stevenson
FOS, Gerald Wilke
FOS, J.T. Moore
FOS, Karla Provost
SBPA, Kelly Good

Perhaps if the recommendation by the DHS panel to interview these people is carried out, Messrs. Davenport and Forester will be contacted and granted the opportunity to enter evidence to confirm their knowledge and/or participation.

For example, Mr. Davenport was first confronted with the "Rentgate" activities during October 2000 when he was detailed to Douglas Border Patrol Station. He, along with 100 or more detailees met at the National Guard Armory in Douglas, Arizona for an orientation briefing by ACPA, Carlos Carrillo and PAIC, Rowdy Adams. This is the time and place when all of the detailed agents were confronted and intimidated into renting from SBPAs.

SBPA, Adam Zeitz, SBPA, Eric Moncayo, and SOS, Monte Garland approached Mr. Davenport while he was talking to PAIC, Rowdy Adams and ACPA, Carlos Carrillo. They were soliciting renters for SBPA, Salvador Marquez. They asked Mr. Davenport to rent from them and he told them that it was against federal travel regulations. They offered Mr. Davenport kickbacks and he told them it was illegal. They then resorted to threats.

Mr. Davenport was told that if he wanted to move up in the Border Patrol that he had to get along. He received these threats while in the presence of ACPA, Carlos Carrillo and PAIC, Rowdy Adams. Mr. Davenport told them both that what was taking place was illegal and an abuse of their authority. They just laughed. They both told Mr. Davenport that this practice had been going on for as long as they had been in the Border Patrol, that nobody cares, and that if he wanted to move along he had better do what they said and get along. At a minimum, management condoned the fraud.

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Mr. Davenport also has evidence that DCPA, Carl McClafferty has knowledge of this matter, because his own son, SBPA, Carl McClafferty Jr., and his wife, Christi McClafferty, were involved in the same criminal acts while detailed to the Border Patrol Academy in 1998. Mrs. McClafferty ultimately had to resign from the Border Patrol to avoid prosecution. Carl McClafferty Jr. is a supervisor in the Tucson Sector.

In another case, BPA, Russ Jensen was renting to a detailee who refused to pay him the full rent. Jensen submitted a memo to ACPA, David V. Aguilar informing him that the detailees were demanding \$700.00 kick backs. Aguilar refused to do anything.

In another case, DCPA, Ed Peyatt contacted the Mountain Vista Apartments in Sierra Vista, AZ, who were giving \$600.00 kick backs to renters, and told them to stop the practice. Yet he refused to inform OIG of the criminal acts.

As another example, OIG refused to question FOS, Monte Garland and SBPA, Kelly Good as to their knowledge and participation in these criminal acts. OIG should have questioned FOS, Monte Garland about the rental of his personal residence to detailees. His personal residence was in Sierra Vista, AZ. The special panel should ask him if he has rented it to SBPA, Kelly Good and other agents that he in turn recommended for promotions in Douglas, AZ.

Again, the fact that DHS only reviewed the OIG report and took no independent action to investigate these matters flies in the face of the OSC order and federal law. One must now wonder if the DHS "special panel" was any more interested in the full and complete truth than was OIG. DHS should perform its own thorough and complete investigation as directed by OSC.

Why haven't Messrs. Davenport and Forester been contacted and given a chance to respond and enter evidence to contradict the statements by Border Patrol management? Why didn't the violations include perjury, conspiring to defraud the government, defrauding the government, or obstruction of justice? After all, Mr. Davenport was threatened at gun point and both he and Mr. Forester were forced to resign from the Border Patrol after disclosing the corruption. Where are the criminal prosecutions?

DHS should fully investigate this matter and Border Patrol management should be questioned by an impartial board while being asked meaningful and appropriate questions. Witnesses, including Messrs. Davenport and Forester, should be given the opportunity to dispute their statements and offer evidence of widespread management involvement.

And although Messrs. Davenport and Forester agree with the DHS special panel's "recommendation" that the entire chain-of-command should be questioned — this should be done under oath and should not be limited to the Tucson Sector.

Messrs. Davenport and Forester respectfully suggest that all concerned with this matter should remember one fundamental truth — law enforcement officers and those to whom they

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report should be held to the highest of standards. Lower level agents should not be punished while higher level management officials are allowed to escape simply to save the Border Patrol a little embarrassment.

The integrity and credibility of the Border Patrol and DHS will continue to suffer if a full and complete investigation fails to materialize. How can the American public trust an agency managed and staffed by those who would put a few extra dollars above the integrity of their office — above the very country that they claim to serve?

This is the issue that DHS should be debating. In this day of international terrorism, the American public deserves to know that its borders are protected by an agency that is driven by honesty and managed with integrity.

If fraud and illicit money drive the Border Patrol culture, what is the price of illegal entry into the United States? And, when Border Patrol management simply turns a blind eye, what price will America pay on the next 9/11?

Respectfully submitted by,

JUDICIAL WATCH, INC. for
MR. LARRY DAVENPORT &
MR. WILLIE FORESTER



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**Analysis of Disclosures, Agency Investigation and Reports,
Whistleblower Comments, and Comments of the Special Counsel**

OSC File Nos. DI-02-0911 and DI-01-1264

The Whistleblowers' Disclosures

In February 2001, the whistleblowers, Larry E. Davenport, a former Senior Patrol Agent with approximately fifteen years of experience in U.S. Border Patrol (Border Patrol), and Willie A. Forester, a former Supervisory Border Patrol Agent (SBPA) with approximately twenty years of experience, disclosed to the Office of Inspector General (OIG) for the Department of Justice¹ that SBPAs and Border Patrol Agents (BPAs) detailed to the Douglas, Arizona Border Patrol Station (Douglas Station) were engaging in kickbacks and fraudulent reimbursement claims in relation to their lodging expenses. At the time, Douglas Station was one of the locations for Border Patrol's "Operation Safeguard 99," which brought a heavy influx of BPAs on details to the area. The whistleblowers alleged that employees of Border Patrol were renting rooms to detailed agents, charging rent at rates lower than the per diem rates or refunding a portion of the rent charged, and providing agents with false receipts reflecting payment of the full per diem amount. In addition, the whistleblowers alleged that many detailed agents were accepting cash rebates, credits, and other kickbacks from local lodging facilities while claiming the full per diem amount for reimbursement. Finally, the whistleblowers alleged that management of Border Patrol was aware of these improper activities but refused to take any action to address the problem.

On January 8, 2003, after significant delays², OIG published a Report of Investigation (OIG Report), which is attached hereto as Exhibit 1. The OIG Report substantiated the whistleblowers' allegations that SBPAs and BPAs were conducting kickback and fraudulent reimbursement schemes in violation of the Federal Travel Regulation pertaining to temporary duty travel allowances, 41 C.F.R. § 301 *et seq.*, in some instances, 18 U.S.C. § 287 (False, Fictitious or Fraudulent Claims) and, potentially, statutory and/or regulatory conflict-of-interest provisions. OIG also faulted management of the Immigration and Naturalization Service (INS) for failing to adequately prepare for and oversee the lodging needs of the extensive number of agents detailed for Operation Safeguard. In light of the "troubling practices on the part of the INS and many of its agents," OIG concluded that "strong and immediate action" was required and forwarded its findings to INS for corrective and/or disciplinary action.

¹ Prior to March 1, 2003, Border Patrol was a component of the Immigration and Naturalization Service within the Department of Justice. As a result, the whistleblowers initial disclosures was made to DOJ. On March 1, 2003, Border Patrol merged into the Department of Homeland Security as a component of U.S. Customs and Border Protection.

² OIG initiated an investigation in September 2001, only after the whistleblowers reported their allegations to United States Representative Jim Kolbe, in whose Congressional district the Douglas Station is situated.

In February 2003, the Office of Special Counsel (OSC) contacted OIG and the Office of Internal Affairs (OIA) for INS to determine the status of corrective and/or disciplinary action. We were advised by OIA that it would provide recommendations to Border Patrol upon the receipt of a more detailed report from OIG. On the basis of OIA's representations, OSC delayed referring the whistleblowers' allegations to the agency for formal investigation. Not until November 20, 2003, nearly a year after first being contacted by OSC, did U.S. Customs and Border Protection (CBP) advise OSC that it had decided to forego disciplinary action against employees found to have been engaged in wrongdoing.

Even more troubling, CBP informed OSC that the Chief of DHS, Bureau of Immigration and Customs Enforcement, Headquarters Human Resources, Employee Relations Section had issued a memorandum to Border Patrol in July 2003 recommending that no disciplinary action be taken against any of the wrongdoers identified by OIG. CBP provided to OSC a copy of that July 29, 2003, memorandum, which is attached hereto as Exhibit 2. The memorandum states, in part:

Our office is primarily responsible for determining whether appropriate disciplinary and/or adverse action is indicated. An analysis of all the facts and circumstances surrounding these investigations concludes that we neither support nor recommend discipline.

The memorandum further states that "[w]e cannot afford to channel off our energies with an administrative burden that disciplining 75 individuals would entail. For example, even a one-day suspension must be proposed by the employee's first-line supervisor and decided by the employee's second-line supervisor." Thus, Border Patrol decided not to discipline federal law enforcement employees who broke the law because it would be administratively burdensome.

Given OIG's recommendation of "strong and immediate action," the evident seriousness of the wrongdoing identified in the OIG Report, and CBP's refusal to take disciplinary action against any of the employees involved in that wrongdoing, OSC referred the whistleblowers' allegations to the Secretary of DHS for formal investigation by the agency pursuant to 5 U.S.C. § 1213(c) and (d).

The Agency's Investigation and Reports

Initial Report

Six months after OSC referred the whistleblowers' allegations to DHS for investigation, Secretary Thomas J. Ridge produced a report (Initial Report) "summarizing the actions taken [and recommended] by CBP" in response to the findings in the prior OIG investigation. The agency's Initial Report reflected the work of a special panel convened by CBP to "propose any adverse or disciplinary action warranted by the evidence" that OIG had collected. It recommended additional training for managers, supervisors and front line agents and the development of improved procedures for reviewing reimbursement claims. The Initial Report also attached policy memoranda issued by management of Border Patrol and CBP regarding travel and lodging reimbursement procedures. Finally, the Initial Report cited forty-five instances of corrective or

disciplinary action, including suspensions, removals, and a demotion, that the special panel proposed against employees implicated in the wrongdoing substantiated by OIG.

The Initial Report did not identify any corrective or disciplinary action taken against management personnel. Indeed, the special panel noted that it was "unable to address issues related to . . . management's involvement in the travel-related improprieties" because OIG's investigation did not provide sufficient evidence. To remedy this defect, the special panel recommended that "interviews be conducted with the Tucson Sector's entire chain-of-command." Nevertheless, no such investigation was conducted prior to the agency's submission of its Initial Report to OSC, and the whistleblowers' allegations that management personnel were involved in and/or tolerated the wrongdoing at issue went unaddressed.

OSC reviewed DHS's Initial Report and determined that it was deficient because the agency failed to address the involvement of management in the wrongdoing identified by the whistleblowers and neglected to interview the whistleblowers. On April 23, 2004, OSC advised DHS of its concerns, and the agency agreed to prepare a supplemental report addressing them.

Supplemental Report

On December 29, 2004, OSC received the final version of a supplemental report (Supplemental Report) prepared by the Office of Internal Affairs for CBP. This Supplemental Report detailed the findings of a more extensive investigation into the involvement of management personnel in kickback and fraudulent reimbursement schemes at Douglas Station. According to CBP, investigators interviewed over twenty-five management employees, and found little evidence of management involvement and/or acquiescence in the wrongdoing the whistleblowers identified.

Upper-level management uniformly provided statements to the Office Internal Affairs for CBP that minimized their knowledge of and involvement in travel-related wrongdoing at Douglas Station. Patrol Agent In Charge (PAIC) Norma King stated that she only "became aware of the travel voucher and kickback problem" when the whistleblowers informed her that they had made disclosures to OIG and that she "addressed the issue . . . within two weeks of the allegations being made." Associate Chief at Headquarters Rowdy Adams stated that he only "became aware of the voucher problem in May 2001." He added, however, that he had information regarding travel regulations added to briefing packets in October 2000, and suggested that the wrongdoing at issue can be traced to an influx of inexperienced agents at a border patrol station that had outgrown its "supervisory, command and control[] structure." Chief Patrol Agent David Aguilar stated that he first learned of the wrongdoing at issue through Associate Chief Adams and PAIC King.

In the course of its investigation, the Office of Internal Affairs for CBP found only one supervisor who would admit some contemporaneous knowledge of wrongdoing at Douglas Station. The Supplemental Report summarizes the statement of Bryant Brazley, a Supervisor at Chula Vista Station, as follows:

He state[d] that things at Douglas were out of control. He state[d] he recalled talk about incentives and that these *were passed up the chain of command*, but he claim[ed] he never heard any answers. He also

stated he was aware that several local supervisors had rooms to rent. . . . He also said he heard rumors about cash kickbacks on his second or third detail. (Emphasis added.)

The Supplemental Report makes no effort to resolve the apparent contradiction between this statement and the statements of upper-level management personnel. Instead, it notes that “the vast majority of people interviewed stated that they were not aware of the [whistleblowers’] allegations until the OIG investigation started.” On the basis of such statements, the Supplemental Report purports to exonerate management personnel: “Corrective Action on their part would have been difficult since they did not know the improprieties were taking place.”

The Supplemental Report also revisits the disciplinary action taken against employees of the Border Patrol in response to the OIG’s investigation and OSC’s original referral. In particular, it notes that of the forty-five instances of proposed disciplinary action cited in the Initial Report, four involved supervisory personnel. According to the Supplemental Report, three of the four actions proposed against supervisors were sustained, including one instance of removal.³ Still, the Supplemental Report identifies no instances of disciplinary action taken against upper-level managers whom the whistleblowers identified as wrongdoers in their disclosures to OSC.

The Whistleblowers’ Comments

The whistleblowers submitted comments concerning both the Initial Report and the Supplemental Report, consistently maintaining that the agency’s investigation was inadequate and its reports contained inaccurate factual findings. Ultimately, the whistleblowers concluded that the agency “seems to be avoiding the full scope—as well as the ugly truth—of Rentgate.”

In a six-page response dated June 30, 2004, the whistleblowers disputed the adequacy of the agency’s investigation and remedial action as reported by DHS in its Initial Report. In particular, the whistleblowers maintained that the OIG investigation on which DHS relied was deficient insofar as OIG neglected to interview numerous Border Patrol employees, whom the whistleblowers identified as participants in the alleged wrongdoing. The whistleblowers further criticized the work of the special panel because the disciplinary action it proposed applied exclusively to “lower level agents,” ignoring the involvement of management personnel in the wrongdoing. Finally, the whistleblowers objected that DHS neglected to interview them regarding their allegations, despite their long-standing contention that they have knowledge and evidence of extensive wrongdoing by at least sixteen management officials.

In their comments concerning the agency’s Supplemental Report, the whistleblowers protest that the agency again neglected to interview them regarding their allegations. As a consequence, the whistleblowers maintain, CBP failed to question a number of the management officials involved in the pervasive kickbacks and fraudulent reimbursement claims at Douglas Station. Moreover, the

³ OSC has determined that of the six employees whom the Border Patrol proposed to remove as a consequence of their involvement in wrongdoing at Douglas Station, all but one were allowed to remain with the agency. In two instances the agency’s deciding official did not sustain the proposed removal, and in three instances, the agency reached settlement agreements with the subject employees. Thus, the only employee removed as a result of the wrongdoing identified by the whistleblowers was a non-supervisory Border Patrol Agent.

whistleblowers assert that as a direct result of the agency's refusal to interview them, CBP failed to develop testimonial and documentary evidence that contradicts the statements of many of the officials they interviewed. For example, the whistleblowers identify the following inconsistencies between the statements of management personnel and evidence in their possession:

- Mr. Davenport maintains that he reported his concerns regarding kickbacks and fraudulent reimbursement claims to Associate Chief Adams, PAIC King, and Special Operations Supervisor (SOS) Monte Garland in a meeting that occurred before the whistleblowers reported their allegations to the OIG in February 2001 but was told to "mind his own business";
- The whistleblowers observe that "the volume of rental flyers posted ... in the muster room" makes it "hard to believe" that supervisory staff "had no prior knowledge of the kickback scheme" at Douglas Station;
- The whistleblowers allege that Mr. Brazley rented a house located at 1550 15th Street in Douglas, Arizona, to agents detailed from California and paid kickbacks to his tenants upon completion of their detail;
- According to the whistleblowers, Chief Patrol Agent Aguilar contacted Mountain Vista Apartments in Sierra Vista, Arizona, in June 2000 regarding their practice of paying kickbacks to detailed agents;
- The whistleblowers contend that BPA Russ Jensen, who was renting to a detailed agent, complained to Chief Patrol Agent Aguilar *via* memorandum that his tenant was demanding a kickback, but Chief Patrol Agent Aguilar refused to intervene;
- Mr. Davenport asserts that SBPA Adam Zeitz, SBPA Eric Moncayo, and SOS Monte Garland approached him to solicit tenants for SBPA Salvador Marquez in the presence of Associate Chief Adams and Associate Chief Patrol Agent (ACPA) Carlos Carrillo; and
- Mr. Davenport alleges that Associate Chief Adams and ACPA Carrillo told him that "if he wanted to move up in the Border Patrol ... he had to get along."

On the basis of this and other information, the whistleblowers contend that "[a]t a minimum, management condoned the fraud" at issue in their disclosures and that the agency has "failed to conduct a *thorough* investigation."

Conclusion

Based on the representations made in the agency's reports and as stated above, I have determined that the agency's reports contain all of the information required by statute, but I am unable to conclude that the agency's findings are reasonable. After extensive delays and two reports, the agency's response to the whistleblowers' disclosures remains inadequate. In particular,

the agency appears to have discounted without justification evidence implicating management and supervisory personnel in the wrongdoing identified by the whistleblowers. Disciplinary action taken by the agency focused on low-level BPAs and four SBPAs despite the whistleblowers' allegations of extensive management involvement in the wrongdoing at issue. When asked by OSC to address the whistleblowers' allegations regarding upper-level management, CBP did interview many of the management officials who oversaw Douglas Station, but it appears to have uncritically accepted their contentions that they were unaware of any wrongdoing. It is simply not credible that forty-five employees at a single Border Patrol station could engage in a pattern of conduct sufficiently egregious to warrant severe discipline without the knowledge of management.

The agency appears to have exerted little effort to follow up on evidence that would call into question the contentions of its management personnel. For example, Mr. Brazley's statement appears to contradict the statements given by upper-level managers, but it was dismissed as a single statement among many exonerating statements. More importantly, DHS and CBP flouted OSC's specific request that the whistleblowers be interviewed regarding their allegations. In short, CBP did not avail itself of all reasonably available information in the course of its investigation. The agency's investigation of management appears pretextual, and at best, I can conclude that DHS and CBP "failed to conduct a *thorough* investigation."

Exhibit 1

U.S. Department of Homeland Security
Bureau of Immigration and Customs
Enforcement

800 K Street, NW, Suite 5000
Washington, DC 20536

JUL 29 2003

MEMORANDUM FOR: Stephen Mangino
Associate Chief, U.S. Border Patrol

FROM: Lovenia Hylton *Lovenia Hylton*
Chief, Employee Relations Section
Headquarters Human Resources

SUBJECT: Recommended Action re: Reports of Investigation

Several weeks ago this office received a file box containing four voluminous reports of investigation completed by the Office of Internal Audit (OIA) and the Department of Justice's Office of Inspector General (OIG). The investigations all relate to allegations of impropriety connected with agency employees who were detailed to the Tucson Border Patrol Sector in support of Operation Safeguard. Attached are executive summaries for each investigation, listings of the respective seventy-five (75) identified subjects, and recommendations for systemic improvements where offered. The complete file on these investigations is available upon request.

Our office is primarily responsible for determining whether appropriate disciplinary and/or adverse action is indicated. An analysis of all the facts and circumstances surrounding these investigations concludes that we neither support nor recommend discipline. The rationale for this conclusion may be summarized as follows:

1. The respective investigations were initiated between 1999 and 2001; however, the transmittal memorandum from OIA to Mr. Robert Harris, Deputy Border Patrol Agent, is dated April 14, 2003. A basic tenet in disciplinary practice is to effect or propose an action within a reasonable period after the offense is committed or made known. Mr. William Rudman, an attorney with the Brookings Institute, described to Government Executive Magazine how the Merit Systems Protection Board addresses untimely agency discipline. He stated in part: "...if the employee can demonstrate that the agency's delay was unreasonable and inexcusable and that it adversely affected his ability to defend himself against the charges, the employee will prevail."

Memorandum for Stephen Mangino

Page 2

Subject: Recommended Action re: Reports of Investigation

2. Throughout the investigatory reports, the agency is criticized for its failure to properly manage the detailed employees' temporary lodging arrangements. Additionally, the agency was cited for not providing the detailees with suitable guidance on handling ethics-related issues involving temporary duty assignments.
3. Since these investigations were initiated, the former Immigration and Naturalization Service has been melded into the newly formed Department of Homeland Security. Along with the reorganization comes a heightened sense of urgency in performing our assigned mission. Management expects and demands the maximum effort by each DHS employee in achieving our mandated goals. We cannot afford to channel off our energies with an administrative burden that disciplining 75 individuals would entail. For example, even a one-day suspension must be proposed by the employee's first-line supervisor and decided by the employee's second-line supervisor.

Recommendation:

This office believes that we will be better served by addressing management's shortcomings from a systemic standpoint. Accordingly, we strongly recommend that the suggestions to improve coordination and control contained within these investigatory reports be carefully and seriously considered for implementation.

Action Requested:

Please advise this office of your proposed disposition in this matter by the close of business Friday, August 29, 2003.

Point of Contact:

Mr. Barry S. Pokrass, Employee Relations Specialist, Employee Relations Section, TechWorld Building, 800 K Street, NW, Room 5000, Washington, DC 20536.

Attachments

**ATTACHMENTS CONTAINING NAMES AND
INFORMATION IDENTIFYING U.S. BORDER
PATROL EMPLOYEES INVOLVED IN
WRONGDOING HAVE BEEN OMITTED FROM
EXHIBIT 2**

Exhibit 2

U.S. Department of Justice
Office of the Inspector General

An Investigation of Travel Reimbursements in Connection with the INS's Operation Safeguard



December 2002
Office of the Inspector General

EXECUTIVE SUMMARY

I. Introduction

In 1999, Operation "Safeguard 99" (hereinafter referred to as Operation Safeguard) was established in the Tucson Border Patrol Sector as part of the Immigration and Naturalization Service's (INS) National Strategy to secure control of the southwest border. This Tucson Sector initiative was first launched in 1994, on a much smaller basis, as Operation "Safeguard 1994." Similar operations to control illegal crossings in other Border Patrol sectors, such as in the El Paso and San Diego sectors, eventually shifted the flow of illegal crossing into the Tucson Sector's area of operations. Therefore, as part of Operation Safeguard 99, many Border Patrol resources were redirected in 1999 to support the Tucson Sector's prevention and interdiction efforts.

As a result, since 1999 the INS has detailed thousands of agents and other personnel to the Tucson Sector, and to Douglas, Arizona in particular, to participate in the operation. The number of Border Patrol agents (BPA) who were detailed to the Tucson Sector varied from month to month, but averaged approximately 100 per month.

The rapid increase of BPAs in southern Arizona presented a significant stimulus to that economy, and local lodging providers welcomed the increased business. Despite the large number of Border Patrol agents requiring lodging on a regular basis, however, the INS did not seek to negotiate, as an agency, a competitive lodging rate with area hotels and apartment complexes. Rather, the detailed BPAs were left on their own to secure whatever lodging arrangements they could find.

In an effort to obtain and ultimately retain the agents' business, many local lodging providers offered special incentives for the agents to rent lodging from them. These incentives included food vouchers, credits at restaurants, complimentary meals, gym memberships, and in some cases cash rebates. Until after the complaints that were the basis for this investigation arose, however, INS management did not provide policy or ethical guidance to its employees concerning the incentives that the lodging providers offered. In our investigations, we also found that in some cases supervisory Border Patrol agents rented rooms in their homes to other agents or purchased rental properties to rent to agents.

Two Border Patrol agents who were permanently assigned to the Douglas Border Patrol Station reported allegations of misconduct regarding these lodging benefits to United States Congressman Jim Kolbe, whose district covers the Douglas area. The allegations concerned four areas: 1) that some detailed Border Patrol agents had committed

travel voucher fraud in connection with the lodging benefits; 2) that Supervisory Border Patrol Agents had rented properties to subordinate agents; 3) that an INS Office of Internal Audit (OIA) agent, who the INS had assigned to investigate these allegations, had refused to adequately pursue the matter; 4) and that Border Patrol managers in the Tucson Sector retaliated against the complainants for reporting the allegations.

In September 2001, Congressman Kolbe requested that the Department of Justice's Office of the Inspector General (OIG) investigate the complainants' allegations and the circumstances surrounding the detailing of agents in support of Operation Safeguard. He further asked that the OIG examine the types and legality of the incentives that the lodging providers offered to those agents.

In response to these complaints, the OIG opened this investigation. This report summarizes our findings.

II. The Scope of the OIG Investigation

To investigate these allegations, we initially obtained a listing from the INS Western Region identifying all employees who were detailed to Operation Safeguard. We then requested that INS locate and provide copies of all available travel vouchers submitted by those employees who were detailed to the Tucson Sector during Fiscal Years 2000 and 2001.¹ (Our request is included as Exhibit 1.) Thereafter, we obtained and audited 3045 travel vouchers from the INS Finance Center in Dallas, Texas for Fiscal Years 2000 and 2001 covering those individuals who were detailed to all Tucson Sector Border Patrol stations in support of Operation Safeguard.²

We analyzed and inputted the information contained in these 3045 vouchers into an OIG database. From these vouchers, we determined that 1,436 INS employees were detailed to the Tucson Sector in support of Operation Safeguard during Fiscal Years 2000 and 2001. In addition, we identified 250 lodging providers where detailed INS employees stayed during this period.

Through OIG subpoenas, we obtained lodging receipts and rental contract records from the largest lodging providers. We also reviewed records maintained at the Cochise County Tax Assessor and Recorder's

¹ Our review covered vouchers during the period from October 1, 1999 to September 30, 2001. Because we received the allegations in 2001, we decided to focus our review on the two-year period prior to Congressman Kolbe's request to the OIG.

² We believe that the INS's Tucson Sector cooperated fully with our review. It provided access to records and facilitated our interviews of key witnesses. Similarly, the San Diego Sector, from where the bulk of the agents had been detailed, also greatly assisted us in this investigation.

Offices to ascertain the ownership of rental properties. In addition, we reviewed INS documents relating to Operation Safeguard as well as receipts lodging providers maintained in the course of their rental businesses.

We conducted many interviews in connection with this investigation. In total, the OIG interviewed more than 100 BPAs, including agents who were detailed to the Tucson Sector, many of their supervisors, and Border Patrol management officials. The OIG also interviewed the INS's Office of Internal Audit (OIA) agent who conducted the INS's original investigation into the allegations, as well as his supervisors.

In addition, we interviewed 14 lodging providers who provided much of the lodging to the detailed Border Patrol agents in the Douglas and Sierra Vista, Arizona areas.³ Due to the large number of lodging providers, we submitted a questionnaire to 70 providers, representing a sample of the remaining lodging providers who we did not interview. In addition, the OIG identified and interviewed seven INS employees or spouses of INS employees who provided lodging for detailed agents.

We presented the results of our investigation, including the potential violations of law, to the U.S. Attorney's Office in Tucson and to the Public Integrity Section of the Department of Justice's Criminal Division for prosecutive decisions. In most cases, they declined criminal prosecution. However, the OIG continues to work with the Tucson U.S. Attorney's Office and the Internal Revenue Service on several allegations that could lead to prosecution of INS employees for fraud, false statements, or tax evasion violations.

The OIG's Office of General Counsel (OGC), in consultation with INS's Ethics Officer and the General Service Administration, prepared a legal opinion regarding acceptance of the various incentives that the lodging providers offered to renters. That memorandum is included as Exhibit 2.

During the two-year period we reviewed, it appeared that 114 travel voucher claims were erroneously overpaid, by a total of approximately \$16,000. Our review also revealed that there appeared to be little oversight of the voucher approval process or questions raised concerning the amounts claimed. We referred this issue to INS OIA for consideration of an internal audit of that area. We also referred other BPAs' travel vouchers that were identified as indicating possible fraud to INS OIA for follow-up and any corrective action.

³ Sierra Vista is 51 miles northwest of Douglas. Both are located in Cochise County.

The following sections describe the results of our investigation. We first offer an overview of Operation Safeguard, its purpose and implementation strategy, its proposed duration of activity, and the need for increased detailing of agents to the Douglas area. We then describe benefits provided by various lodging providers in the Douglas area to the detailed Border Patrol agents. Next, we describe the issues concerning the rental by supervisory Border Patrol agents to the detailed agents. We then briefly discuss the allegations of retaliation against the complainants who raised these complaints. Finally, we provide our conclusions and recommendations.

III. Background

A. Operation Safeguard 99

In October 1993, Silvestre Reyes, who was then the Chief of the El Paso Border Patrol Sector, initiated Operation Hold the Line in the El Paso Sector. This program deployed numerous Border Patrol personnel along the border in an effort to significantly reduce illegal border crossings in the area.

Drawing on the El Paso initiative, in August 1994 the Attorney General and then-INS Commissioner Doris Meissner agreed to establish a border enforcement program called the National Border Strategy. This was a multi-phase, multi-year enforcement strategy designed to secure control along the southwest border. The strategy changed the Border Patrol's emphasis on apprehending illegal entrants to an emphasis on preventing their crossing the border in the first place. As part of the new strategy, the Border Patrol staged many agents in fixed positions along the border. The Border Patrol also directed attention to the points of entry into the United States, the primary staging areas, and the egress away from the border once illegal entry was made. The strategy was designed to shift crossings to remoter areas where it was harder to cross, thereby deterring crossing in total.

In October 1994, the San Diego Sector initiated Operation Gatekeeper as part of the new strategy. In August 1997, Operation Rio Grande was initiated in the McAllen Sector. In each of these operations, the Border Patrol augmented the sector's resources by detailing into the sector agents and personnel from other areas.

In January 1999, Operation "Safeguard 99" was established in the Tucson Sector. Although originally formed in 1994 at a much smaller

level,⁴ the operation was expanded in 1999 to strengthen Tucson Sector's enforcement operations.

The Tucson Sector is composed of eight stations – Ajo, Casa Grande, Douglas, Naco, Nogales, Sonoita, Tucson, and Willcox. The sector extends across 261 miles of Arizona's southern border, from the eastern edge of Yuma County, Arizona to New Mexico. The Tucson Sector separated its geographic area into three priority target quadrants – Nogales, Douglas, and Ajo and the western desert.

Based on the historically high volume of illegal crossers, Phase I of Operation Safeguard 99 focused on the Nogales area. The INS formed deterrence units, tactical interdiction units, tactical response units, operation disruption units and immigration checkpoints along various roadways leading from the border. The success of the INS's strategy involved (1) gaining control of the area, (2) maintaining control of the area, and (3) expanding to other areas as the illegal flow of entry shifted.

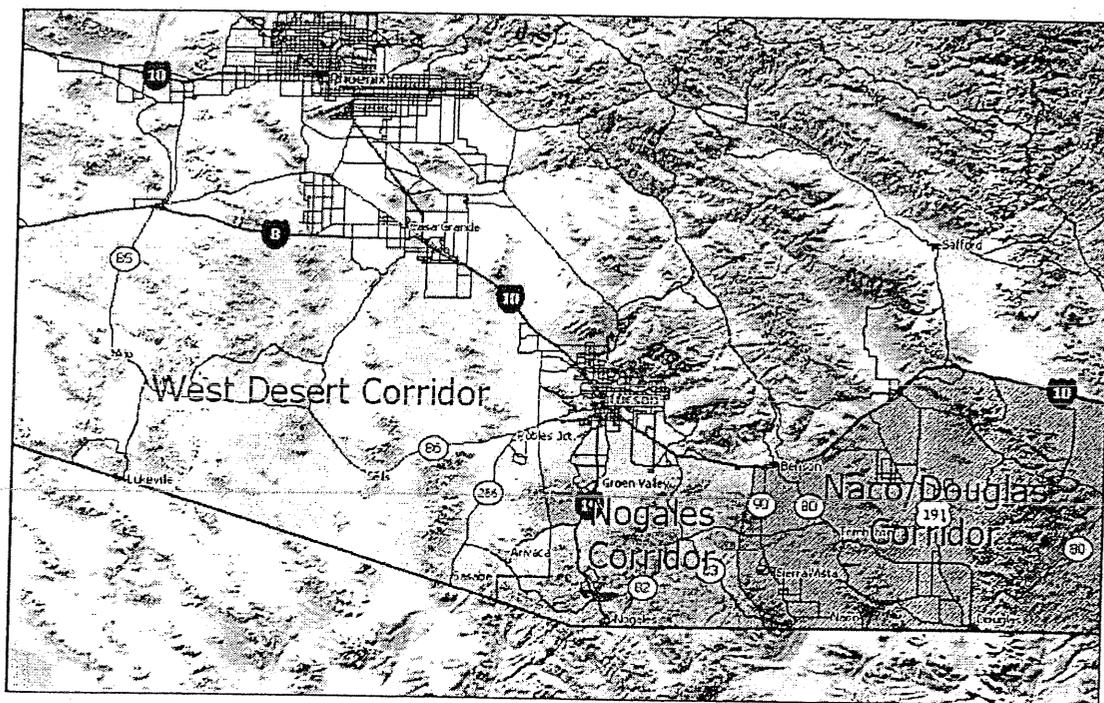
As noted above, this strategy was a resource-intensive effort, requiring many additional Border Patrol personnel. Because Border Patrol employees do not sign Mobility Agreements obligating them to accept reassignments based on the needs of the Border Patrol, management was unable to involuntarily transfer agents from other sectors to the Tucson Sector. Instead, agents from other sectors were detailed for temporary assignment, normally for 30 days, but in many cases for much longer periods.

When Operation Safeguard 99 commenced in the beginning of 1999, the Nogales Station had a permanent staff of 80 agents. A significant number of personnel, equipment and resources were detailed from the INS's Western Region, primarily from the San Diego Sector, to the Tucson Sector. The Resource Support section of Operation Safeguard 99's plan called for 125 INS employees to be detailed to the Tucson Sector each month.

As part of Operation Safeguard 99, the Western Region drew on the San Diego Sector's resources because that sector had gained and maintained control of its area of operations. In May 1999, approximately 50 agents were detailed to the Nogales Station on a monthly basis. As the operation expanded, additional resources were sent to that area.

⁴ Between 1994 and 1999, enhanced enforcement operations in the INS San Diego and El Centro, California Sectors caused illegal entrance patterns and smuggling operations to shift from southern California into Arizona. As a result, Operation Safeguard 99 greatly expanded the scope of the INS operations that Operation Safeguard had begun five years earlier.

Toward the end of calendar year 1999, Tucson Sector management believed that it had gained an acceptable amount of control within the Nogales area. It therefore shifted its attention to the Naco/Douglas corridor.



In January 2000, the Tucson Sector began Phase II of Operation Safeguard 99 at the Douglas Station. At the time, approximately 350 agents were permanently assigned to that station, due to an increase in the hiring of BPAs. In addition, approximately 100 agents each month were detailed to the Douglas Station.

As the Tucson Sector determined that it had an acceptable degree of control of Naco/Douglas corridor, Phase III was established in the Ajo and western desert area, which encompasses 120 miles of the border. This began in June 2001 and increased in the summer of 2002.

Like other sectors' operations in support of the INS's National Strategy, Operation Safeguard 99's proposed duration was contingent upon the Tucson Sector obtaining an acceptable degree of control of illegal immigration within its sphere of operation. Therefore, its plan did not set a timetable for its eventual termination, and Operation Safeguard is continuing.

B. Selection of agents and handling of travel arrangements

The Tucson Sector in concert with the Western Region determined the number of personnel and amount of resources that were needed to continue the operation. In the overwhelming majority of cases, the Western Region required the San Diego Border Patrol Sector to identify its personnel for detail to the Tucson Sector.

The San Diego Sector, in agreement with the National Border Patrol Council, formed "Detail Management Teams" (DMT) at its stations. The DMTs, which included union officials, selected personnel from their stations to be detailed to Tucson. The selection criteria included seniority, entry of duty dates, previous details, and training. Some agents told us that they "volunteered" for their otherwise mandated detail to the Tucson Sector. There appeared to be little input from station management about who was selected or the length of their detail.

Normally, the agent's detail to the Tucson Sector was for 30 days. However, agents were often detailed from their permanent stations to the Tucson Sector for longer periods of time, some for more than a year. In fact, we found instances where agents moved out of their permanent homes, placed their personal effects in storage, and purchased homes in the Douglas area.

The agents were normally given advance notice ranging from two days to one month of their detail. The degree of preparation the agents received prior to their detail varied. Some stations supplied an extensive information packet to agents prior to departure, containing such information as the names of hotels and apartments in the areas, a travel order and voucher checklist for preparing a voucher using the INS's Travel Manager computer program, as well as other materials. Some agents recall seeing pamphlets posted on their stations' bulletin boards advertising lodging that was available in the Douglas area. Other stations simply informed the agents that they had to report to a particular station in the Tucson Sector and left the logistics to those agents.

Most agents told us that they were left on their own to make lodging arrangements. We found that agents who were on their first detail to Douglas and were searching for housing often relied upon the advice of other agents who had preceded them.

In the beginning of the Douglas phase, the agents stayed primarily at the Gadsden Hotel, the largest commercial provider in the Douglas area. The Gadsden Hotel also offered a "meal voucher" program (described below), which made it attractive to stay there. Over time,

other commercial and private lodging facilities in the Douglas and Sierra Vista areas began offering other programs as an incentive to attract Border Patrol lodgers.

Upon arrival at the Douglas Station, the agents were given an area orientation briefing. Agents who we interviewed stated that some lodging providers handed out flyers and other promotional materials to the agents during their breaks. Those activities occurred outside the building where the briefings were being held.

With regard to the completing and processing of their travel vouchers, the agents explained that other than the initial training they received at the Border Patrol Academy, they did not receive any training specific to the Operation Safeguard detail. Some agents, as required by INS policy, completed their travel vouchers using the INS's Travel Manager database program, which was installed on some station's computer systems. When the program was not working or not installed on the computer system, the agents gave their receipts and travel orders to their station's administrative clerk, who then completed the vouchers.

Some Supervisory Border Patrol Agents (SBPA) accompanied detailed agents from the San Diego and other sectors to the Tucson Sector for the operation. Those SBPAs had direct supervision for the detailed agents and wrote the detailed agents' performance evaluations. Field Operations Supervisors, who were permanently assigned to Tucson Sector stations, had overall supervision for permanent and detailed agents working in those stations.

Aside from their normal duties, a detailed SBPA was given the additional duty to review and approve travel vouchers for the detailed agents. In some cases, an SBPA at an agent's home station reviewed the travel vouchers after the administrative staff had filled them out. We were informed that, normally, the SBPA merely glanced through the voucher and then signed it. At times, the SBPA had to review and approve vouchers from an entire shift of detailed agents. The sheer volume of vouchers being processed left little time for an in-depth review of them. After the vouchers were approved, they were returned to the agents, who in turn sent them to their permanent station or to the Finance Center.

III. Findings

The OIG investigated allegations that Border Patrol agents who were detailed to the Tucson Sector in support of Operation Safeguard were obtaining various "kickbacks" as an incentive to stay at various lodging facilities in the Douglas and Sierra Vista areas, and that the

agents did not deduct a corresponding amount from their lodging or their Meals and Incidental Expense (M&IE) claims when they filed their travel vouchers. The incentives included cash, food vouchers, free meals, and memberships to gyms. It was further alleged that SBPAs who were assigned to the Douglas Station rented homes to subordinate agents.

The OIG coordinated this investigation with the U.S. Attorney's Office in Tucson, Arizona. The OIG also received information and assistance from the INS, the Office of Government Ethics, the Office of Special Counsel, and the General Services Administration.

A. Incentives offered by lodging providers to detailed agents

During the time period we reviewed, the maximum daily rate was \$55 for lodging and \$30 for M&IE for the Douglas and Sierra Vista area. The following describes the lodging rates and the incentives offered by various lodging providers to detailed Border Patrol agents in the Douglas and Sierra Vista areas.

1. Windemere Hotel

A review of the travel vouchers identified 631 instances where a Border Patrol agent stayed at this commercial hotel in Sierra Vista, Arizona. An OIG interview of Kim Kaiser, the manager of the Windemere Hotel, revealed that the hotel's single room rate was \$55 per day plus tax. Kaiser noted that the hotel offered every guest a complimentary breakfast buffet and beverages at a nightly happy hour. It also gave extended-stay BPAs and other government employees a free membership at a local health club. Kaiser equated those services to those offered at the Embassy Suites Hotels.

The OIG interviewed a sampling of 15 agents who rented at this hotel. They advised us that they accepted the incentives that were offered and did not reduce their claim for reimbursement. They said that they paid the full per diem lodging rate and received receipts reflecting their payments.

The OIG OGC's legal opinion, based on a review of General Services Administration regulations, indicates that federal employees can accept complimentary meals in this circumstance without that incentive affecting their per diem. We therefore concluded that the BPAs who stayed at this hotel could accept the breakfast buffet and happy hour beverages without taking corresponding reductions in their claims for per diem entitlements. It was also acceptable for the agents to use the gym, as there was no extra charge imposed on the government by their doing

so. This benefit falls in the category of a promotional benefit the government could not use.

2. Gadsden Hotel

A review of the travel vouchers showed that 293 detailed Border Patrol employees had 455 instances of lodging at this commercial hotel, located in Douglas. An OIG interview of Robin Brekhus, the owner/manager of the Gadsden Hotel, revealed that the hotel's standard single room rate was \$55 per day plus tax. Brekhus offered that rate to every lodger. Based on availability, Brekhus initially gave state and federal employees an upgrade to a suite at no additional cost. With the influx of lodgers to the Douglas area, Brekhus was unable to offer all the government employees this upgrade.

Brekhus discovered, however, that potential lodgers were staying at other hotels in the area that offered a complimentary breakfast and nightly happy hours. Consequently, to compete with those facilities, Brekhus provided BPAs and other extended-stay lodgers a \$15 per day credit for use toward the purchase of meals in the Gadsden Hotel's restaurant. Brekhus advised that the \$15 per day credit was available to all government employees, senior citizens, tour groups, and movie groups. Brekhus noted that the \$15 was a credit, not cash, which was applied toward the lodger's restaurant bill, not toward the purchase of other items in the hotel or towards reducing the daily room rate. A BPA who did not eat meals in the hotel received no benefit from the credit. Brekhus gave the BPAs a receipt reflecting that they paid \$55 per day for lodging.

Based on an OIG subpoena, Brekhus released documents concerning BPAs who rented at the hotel and the amount of money they individually had credited to their restaurant bills. (Water damage in the basement of the hotel where the records were stored prevented Brekhus from providing information regarding 53 of the 455 instances.) A review of the 402 records that were available detailed that the individuals spent a total of \$587,864.94 in lodging costs and that the hotel provided \$121,586.99 in restaurant credits.

Our interviews of a sample of 22 agents who stayed at this hotel revealed that they all paid the full per diem lodging rate, whether or not they took advantage of the credit and ate their meals in the hotel, and that they did not deduct from the reimbursement claims any credit for meals.

The OIG OGC's legal opinion concluded that these meal credits could be characterized in two ways. First, they could be considered the

equivalent of a complimentary meal. As discussed above in connection with the Windemere Hotel, the government regulations permit employees to accept complimentary meals without requiring a reduction to their M&IE allowance. Alternatively, the meal credits could be considered promotional material. Under the regulations applicable at the time,⁵ employees were permitted to retain promotional materials if the government could not use them, no future benefit was forfeited by their acceptance, and they could not be redeemed for cash value. Because the meal credits satisfied these criteria, the OGC concluded the agents were entitled to retain the credits and no reduction to their M&IE was required.

3. Mountain Vista Apartments and Supermarket Coupons

A review of the travel vouchers identified that 48 detailed individuals had 206 instances of lodging at this apartment complex, located in Sierra Vista, Arizona. An OIG interview of [DELETED] of the Mountain Vista Apartments, revealed that she normally charged \$1,050 per month (\$35 per day) for a one-bedroom furnished apartment. [DELETED] advised that she determined from her inquiries at the Windemere Hotel that the facility offered guests a complimentary breakfast and nightly happy hour. [DELETED] said that to remain competitive with that hotel, she offered Fry's Supermarket food coupons as an incentive program to BPAs, to other government employees, and to military personnel.

[DELETED] charged the BPA's credit card the maximum allowable lodging rate of \$55 per day. In turn, [DELETED] gave the BPAs up to \$10 per day (\$300 for a 30-day stay) in Fry's Supermarket food coupons. The coupons were in \$5, \$10, \$20 and \$50 denominations. [DELETED] paid the supermarket the face value for those coupons. The BPAs could use those coupons, like cash, to purchase items at the supermarket. Regardless of the face value of the coupons, the BPAs could obtain from the supermarket a maximum of \$4.99 in change. At the end of their stay, [DELETED] gave the BPAs a receipt reflecting that they had paid the full \$55 per day for lodging.

If [DELETED] had an adequate supply of apartments that she could have rented to agents at \$35 per day, by charging the agents \$55 per day and giving some of them up to \$10 per day in food coupons she realized a \$10 per day profit over the rate that she would have normally charged renters.

⁵ The rule was recently changed to allow government travelers to make personal use of promotional benefits earned on official travel.

Based on an OIG subpoena, [DELETED] released documents and rental contract information to us. After reviewing those materials and comparing them with travel vouchers that were submitted by BPAs, we determined that 48 agents rented during the period under review. The records conclusively identified that 33 agents received a total of \$20,940 in food coupons. The average that the agents received was approximately \$400. The maximum received by any agent was \$2,700 and the minimum was \$80. [DELETED] had no information to indicate that the remaining 15 agents received any food coupons. All agents claimed the maximum lodging and M&IE entitlements on their travel vouchers and they were reimbursed based on their claims.

Our interviews of a sample of 6 agents who rented at this apartment determined that they paid the full per diem lodging rate and that they received a receipt reflecting their payments. They also used the coupons to purchase food and other items at the supermarket. None of the agents stated that they turned in any of the coupons to the supermarket merely to get cash back.

The OIG OGC's legal opinion determined that unlike the meal credit offered at the Gadsden Hotel, the supermarket coupons should not be equated to a complimentary meal because their use was not limited to the purchase of food items. Rather, the coupons had to be considered promotional materials. Moreover, because the coupons were not tied to any particular stay at the apartment complex or to any particular guest and therefore theoretically could have been used by the INS to reduce the cost of sending travelers to the area (since the agents could receive some cash by using them), the OGC concluded they were not promotional materials that could be retained under the regulations. Instead, the agents should have turned them over to the INS.

The OGC opinion noted, however, that the regulations governing promotional materials assume that the employing agency has established a procedure by which it will receive promotional materials from its employees. 41 CFR, 301-53.1(b). We determined that the INS neither provided the agents with any guidance about the use of the coupons nor made known to them any such procedures. Accordingly, we fault the INS management for failing to take control of the situation rather than the individual agents who used the coupons.

We also provided these facts to the U.S. Attorney's Office in Tucson for a prosecutive decision. Citing no evidence of criminal intent on the part of either [DELETED], the apartment complex owners, or the agents and a lack of training for the agents in preparing travel vouchers, the U.S. Attorney's Office declined criminal prosecutive interest in this matter.

4. Southern Arizona Realty Company

A review of travel vouchers identified that 37 detailed agents rented apartments or homes through this commercial real estate firm, located in Douglas, Arizona. An OIG interview of [DELETED] of the Southern Arizona Real Estate Company, revealed that he initially gave presentations to detailed BPAs at the area orientation briefings.⁶ He passed out advertising flyers and his business cards.

[DELETED] stated that to compete with the \$15 per day credit for meals offered by the Gadsden Hotel he gave the BPAs a \$15 per day reduction toward their lodging. [DELETED] explained that the BPAs effectively paid him only \$40 per day, but that he gave them receipts reflecting that they had paid him the full \$55 per day for their lodging.

During our investigation, [DELETED] became concerned about that business practice and in mid-summer 2001 he discontinued giving a \$15 per day rate reduction for lodging. At that point, similar to the incentive offered at the Mountain Vista Apartments, [DELETED] began providing up to a \$10 per day reimbursement to BPAs through his purchase of Safeway Supermarket food coupons. [DELETED] stated that under his Safeway food coupon incentive program, the BPAs paid him the full \$55 per day for lodging. In turn, [DELETED] gave the BPAs a receipt reflecting that full payment.

Through an OIG subpoena, [DELETED] provided documents describing the BPAs who rented through his firm and the actual amount of money that they paid for lodging.⁷ We identified that 37 agents paid [DELETED] a total of \$74,235, but that they collectively claimed a total of \$87,275 on their travel vouchers. Of those, 18 agents took advantage of the \$15 per day discount credit, and collectively they were reimbursed \$12,725 more than they actually paid [DELETED]. The maximum credit that one agent received was \$3,075 and the least that an agent received was \$150.

Additionally, during our interview, [DELETED] advised us that he gave a total of \$3,585 in food coupons to eight renters. Based on the

⁶ The Douglas Station conducted area orientation briefings for incoming detailed agents. The briefings were initially held at the Gadsden Hotel, since large gatherings could be accommodated there. As the number of detailers increased, however, the briefings were moved to the Army National Guard Armory facility in Douglas.

⁷ We determined, however, through reviews of [DELETED] records, examination of travel vouchers submitted by agents who rented through him, and interviews of those agents that [DELETED] kept incomplete records of his transactions with the renters.

information [DELETED] provided, we determined that the most that one agent received was \$1,080 and the least was \$140. The remaining 11 renters received neither cash nor food coupons. All agents claimed the maximum lodging and M&IE entitlements on their travel vouchers and they were reimbursed based on their claims.

Our interviews of 33 agents⁸ who rented through the Southern Arizona Realty Company described that they paid that company the full \$55 per diem lodging rate. Sometime after they paid the full rate, [DELETED] or his staff gave renters up to \$15 per day in cash back as a comparable incentive to that being offered at the Gadsden Hotel. The agents also advised that [DELETED] discontinued giving cash back to renters and instead offered the lodgers food coupons, which were redeemable at a local supermarket. One agent returned the food coupons believing that if she kept them she would have to deduct their value from her M&IE entitlement.

The OIG OGC's legal opinion determined that the BPAs who accepted the cash rebates from [DELETED] should not have claimed the full lodging allowance of \$55 per day on their travel vouchers. They were entitled to be reimbursed only for the amount they actually paid for lodging, in this case, \$40 per day. The use of the food coupons was deemed promotional items comparable to those offered at the Mountain Vista Apartments discussed above.

We provided these facts to the Tucson U.S. Attorney's Office. Again citing insufficient evidence of criminal intent on the part of the agents and a lack of training for the agents in preparing travel vouchers, the U.S. Attorney's Office declined criminal prosecutive interest in this matter. With regard to [DELETED], the U.S. Attorney's Office stated because he was matching incentives offered by other hotels he could argue that he was simply engaging in the practice of providing rebates to customers. The U.S. Attorney's Office declined prosecution against [DELETED].

5. [DELETED]

[DELETED] is a civilian who rented his four-bedroom home in Douglas, Arizona to agents who were detailed to that area. He charged each agent \$55 per day for lodging. In turn, he offered the renters \$8 per day, in cash, as an incentive for their stay. [DELETED] explained that he intended the money to cover the cost of breakfast, which he, unlike the hotels, could not provide to the renters.

⁸ We determined that four employees had resigned from the INS, and we did not interview them regarding this matter.

In response to an OIG subpoena, [DELETED] released copies of his rental contracts. After reviewing those documents and comparing them with travel vouchers submitted by BPAs, we determined that 27 individuals rented [DELETED] home during the period under review. [DELETED] advised that one agent returned the money to him. Additionally, three BPAs declined [DELETED] offer of cash but opted instead to have [DELETED] stock the refrigerator with food. [DELETED] paid a total of \$4,768 in cash to 23 BPAs. The average payout was \$224.

Our interviews of 24 agents⁹ who rented [DELETED] house determined that they paid him the full per diem lodging rate and they received receipts reflecting their payments. Sometime after paying their rent, [DELETED] placed up to \$8 per day in cash, in stacks, in the house. One stack of money was intended for each renter. Two agents stated that they did not believe it was appropriate to accept the cash, and they declined [DELETED] offer. The stated that instead, [DELETED] stocked the refrigerator with food items prior to the agents' arrival. Another agent advised that he returned the cash because he did not believe that it was appropriate to take the money. The agent asked a co-worker, who was not staying at [DELETED] house, to witness that transaction. The witness confirmed that the renter returned the money.

Similar to the Southern Arizona Realty case discussed above, the OIG OGC's legal opinion was that the BPAs who accepted cash rebates from [DELETED] should not have claimed the full lodging allowance of \$55 per day on their travel vouchers. Rather, they were required to claim only what they actually paid, in this case \$47 per day. The food items that [DELETED] stocked in the refrigerator were deemed to be equivalent to a complimentary meal, which the agents could accept without reducing their claim for per diem reimbursement.

Also reflecting similar reasoning as described in the case above, however, attorneys in the U.S. Attorney's Office declined criminal prosecution in this matter. They cited no evidence of criminal intent on the part of the agents and a lack of training for the agents in preparing travel vouchers. They further noted that [DELETED], like [DELETED], was matching incentives offered by the hotels. They stated that he could argue therefore that he was simply engaging in the practice of providing rebates to customers.

6. Brewery Avenue Designs, Bisbee, Arizona

⁹ We determined during our investigation that three agents who rented [DELETED] home had resigned from the Border Patrol, and consequently they were not interviewed regarding this matter.

We personally interviewed the manager of this lodging facility, which offered apartments to renters. He stated that he charged the BPAs the full per diem lodging rate and that he did not offer them any incentives. We conducted a random sample of agents who rented from this provider, and determined that they paid the full per diem lodging rate and they did not receive any incentives.

7. Gateway Studio Suites, Sierra Vista, Arizona

We personally interviewed the manager of this hotel. She stated that she charged the BPAs the full per diem lodging rate and that she did not offer them any incentives. We conducted a random sample of agents who rented from this provider and determined that they paid the full per diem lodging rate and did not receive any incentives.

8. Motel 6, Douglas, Arizona

We personally interviewed the manager of this motel. She stated that she charged the BPAs the full per diem lodging rate and that she did not offer them any incentives. We conducted a random sample of agents who rented from this provider and determined that they paid the full per diem lodging rate and they did not receive any incentives.

9. Valle Realty, Bisbee, Arizona

We personally interviewed the owner/broker of this real estate company. He said that he managed rental properties in the Douglas and Bisbee areas and that he charged the BPAs the full per diem lodging rate. He did not offer them any incentives. We conducted a random sample of agents who rented from this provider and determined that they paid the full per diem lodging rate and they did not receive any incentives.

10. Personal Interviews of selected Lodging Providers

We mailed a survey to 70 other lodging providers requesting their assistance with this investigation. Based on the providers' interaction with detailed agents, we randomly selected 10 lodging providers for personal interviews. During our interviews, we expanded on the questions posed in our survey. The following is the list of providers who we interviewed.

Provider

Isabel Combel, 1502 8th Street, Douglas, Arizona
Eli Properties, 1509 Mission Drive, Douglas, Arizona
Carlos Fernandez, 2075 11th Street, Douglas, Arizona

George Haloulos, 4719 Territorial Loop, Sierra Vista, Arizona
Esther Goff, 5077 E. Goldfinch Circle, Sierra Vista, Arizona
Linda Marquez, 3622 Camino el Jardin, Sierra Vista, Arizona
Provider

Rayna Nichols, 2335 11th Street, Douglas, Arizona
Carmen Rodriguez, 2065 13th Street, Douglas, Arizona
Rudy Sierra, 2514 E. 11th Street, Douglas, Arizona
Lori Sanchez, 100 Golflinks Road, Douglas, Arizona

The properties included apartments, homes, and trailers. We determined from our interviews that all these providers charged each agent \$55 per day for lodging. Except for [DELTED], no provider offered any incentives. [DELETED], a former assistant manager of the Mountain Vista Apartments, estimated that she gave a total of \$2,400 in food coupons to the six agents who rented from her.

11. Questionnaires and Surveys

Due to the large number of lodging providers identified in our two-year audit of agents who were temporarily detailed to Operation Safeguard, we did not interview all of them. We supplemented our interviews with a letter and survey questionnaire that was sent to 70 selected lodging providers. This sample was taken from the entire lodging list we compiled, as broken down into groups represented by the number of instances each rented to a detailed agent. The number of letters sent to the providers in each group was proportional to the amount of business they did with the agents. The questionnaire asked them to identify, among other things, their lodging rates and any special incentives that they offered their renters.

The majority responded that they charged the maximum lodging per diem rate and did not offer any incentives. Fourteen establishments offered a complimentary breakfast and nightly happy hours. Seventeen others offered food coupons or meals in their restaurants. Our review determined that these lodging providers gave \$61,283 in food coupons to BPAs who rented at their locations.

<u>Provider</u>	<u>Amenity</u>
AmeriSuites, Tucson	None
Angius Hideaways	None
AV Properties	Cash rebate
Arizona Copper Hills Realty	Food coupons
Ajo Realty	Food coupons
Baymont Inn and Suites	None

<u>Provider</u>	<u>Amenity</u>
Best Western Imperial Valley	Food coupons
Best Western Plaza Inn	None
Best Western Mission Inn	Free breakfast
Bisbee Inn	None
Bisbee Rentals	Food coupons
Bisbee Realty	Food coupons
Brewery Avenue Designs	None
Brunners Inn	None
Canyon Rose Suites	Free breakfast
Carroll Drive Apartments	None
Casa Grande Suite	None
Comfort Inn	Free breakfast
Cooper Crown Realty	Food coupons
Days Inn, Nogales	Free breakfast
Days Inn, Willcox	None
Del Sur Enterprises	None
Desert Jewel Apartments	None
Dixie's Desert Realty	Food coupons
Eli Property Management	None
El Rancho Motel, Bisbee	Meals
El Rancho Motel	Meals
Embassy Suites, Tucson Airport	Free breakfast
Embassy Suites, Tucson	Free breakfast
Evan's Apartments	Food coupons
Executive Apartments	(closed) ¹⁰
Francisco Grande Resort	Meals
Garden Plaza Apartments	Laundry service
Gateway Studio Suites	Free breakfast
Geronimo Trails Apartments	None
Green Valley Lodge	None
Howard's Guest House	Food coupons
La Quinta Inn, Tucson	None
La Siesta Motel, Ajo	Meals
Long Realty, Bisbee	None
Long Realty, Sierra Vista	None
Marine Hotel, Ajo	None
Montego Bay Apartments	None
Motel 6, Douglas	None
Mountain Steppes Apartments	None
Muckers Hideaways	None
Oasis Apartments	None

¹⁰ We identified and interviewed the one agent who rented at this location. The agent advised that he was not offered nor did he receive any incentives.

OK Property Management	None
Park View Apartments	None
Rancho La Perilla I	None
<u>Provider</u>	<u>Amenity</u>
Rancho La Perilla II	None
Ranchito Apartments	None
Realty Executive, Yuma	None
Residence Inn	Free breakfast
Ruben Nogales Rental	Food coupons
S. Redemer Rentals	None
RM Properties	Food coupons
San Jose Lodge	Meals
Schomac Property Management	Laundry service
Sierra Suites, Sierra Vista	Meals
Sun Canyon Inn	Free breakfast
Super 8 Motel, Gila Bend	None
Super 8 Motel, Nogales	Free breakfast
Super 8 Motel, Sierra Vista	Free breakfast
Thunder Mountain Inn	Free breakfast
Valle Realty	None
Valley Lodge	Meals
Viscount Suites	Free breakfast
Walker House	None
Wellesley Inn and Suites	Free breakfast

B. Supervisory BPAs renting to detailed agents

We also investigated the allegations that SBPAs, who had direct supervisory authority over detailed agents, rented out rooms in their homes or bought properties in the Douglas and Sierra Vista area to rent to those agents.

Our investigation found that with the exception of one agent who worked on one of the SBPA's shift for one month, none of the SBPAs had any direct supervisory responsibilities for any of the other BPAs who rented their properties.¹¹ We also found no evidence that the SBPAs selected or played any role in the selection of the BPAs who were detailed to the Douglas Station or in determining the length of their temporary assignments.

¹¹ Technically, since the SBPA is a GS-12 grade position, a SBPA could theoretically have authority over agents who were at the GS-11 or lower grade levels. However, we found no evidence that the SBPAs directed their renters' activities in this case.

The OIG OGC provided a legal opinion regarding SBPAs or their wives renting to agents, which is detailed below (See Attachment 3). Additionally, the Tucson U.S. Attorney's Office declined criminal prosecutive interest.

1. SBPA rented a room in primary residence

Our investigation identified that on separate occasions, one Douglas SBPA rented a bedroom in his primary residence to two BPAs while they were detailed to the Douglas Station. In a sworn affidavit, the SBPA admitted that he gave those BPAs receipts falsely reflecting that they had paid him the \$55 per day maximum lodging rate.

In a sworn affidavit, one of these BPAs admitted to paying the SBPA about one-half the amount that was noted on his receipts. The BPA then filed those false receipts with his travel vouchers and was reimbursed the full entitlement based on his claim. The U.S. Attorney's Office declined prosecution in this matter. We referred this matter to INS OIA for consideration of appropriate disciplinary action.

In a sworn affidavit, the second BPA maintained that he paid the SBPA the full \$55 per day and received a receipt from him reflecting that rate. The BPA then filed his travel voucher and was reimbursed based on that receipt. The BPA's conduct in this case and his rental at the [DELETED] residence (detailed above) were further reviewed in a separate OIG investigation. Those matters were referred to the Tucson U.S. Attorney's Office and are pending consideration of criminal prosecution of the agents for providing false statements under oath.

Finally, the OIG OGC's legal opinion determined that when a government employee rents a room in a private home, the government regulations treat this arrangement as nonconventional lodging. The regulations provide that employees who stay in nonconventional lodging may be reimbursed only for the actual costs the host incurs accommodating them. Moreover, the renting employee must be able to substantiate those costs to the agency, which then must determine if those costs are reasonable before reimbursing the employee.

Accordingly, the BPAs who rented rooms in the homes of other Border Patrol employees could have legitimately claimed lodging reimbursement only to the extent that they could show that their hosts incurred additional expense by putting them up and that this expense was reasonable. Absent such evidence, no lodging reimbursement was appropriate.

2. SBPAs' rental of income properties

We also determined that two Douglas Station SBPAs and their wives purchased rental income properties in the Sierra Vista and Douglas areas after the start of Operation Safeguard, and rented the properties to detailed agents.

The SBPAs voluntarily released copies of their rental contracts to us. After reviewing those documents and comparing them with the travel vouchers submitted, we identified 4 agents who had 13 rental instances at one SBPA's property. We found that in 2000 the SBPA and his wife received \$8,745 in rental income and in 2001 they received \$28,545 in rental income.

We identified 6 agents who had 10 rental instances at the other SBPA's property. We found that in 2001 the SBPA and his wife received \$15,000 in rental income. Both SBPAs voluntarily released copies of their income tax returns to the OIG. We found that they had claimed the income that they received from the rental properties on their income tax returns.

Our interviews of the agents who rented from the SBPAs revealed that the renters conducted all their business transactions with the SBPAs' wives. The renters claimed they paid the full per diem lodging rate and they received receipts reflecting their payments. They stated that they did not receive any lodging incentives.

The OIG OGC's legal opinion concluded that this arrangement was permissible because the wives rented income properties rather than rooms in a primary residence. Accordingly, the wives could charge a market rate and the government would reimburse the renters up to the maximum allowed lodging per diem rate.

3. Other cases

We identified 7 other SBPAs who, in some case with their wives, rented properties to detailed agents. We determined that three of those INS employees had engaged in suspected fraudulent activities when they rented out properties in the Douglas and Sierra Vista areas. The activities included renting an apartment and then sub-leasing it to detailed agents at a reduced lodging rate but providing the renters with receipts falsely reflecting that they paid the full lodging rate.

Additionally, we discovered that while on detail to Douglas, one BPA purchased a home in Sierra Vista but provided suspect receipts to support his travel voucher claim that he was renting that property from a real estate management firm. Based on those agents' potential violations of federal criminal statutes, we have initiated separate investigations

regarding their conduct. Those investigations are currently being coordinated with the Tucson U.S. Attorney's Office.

V. INS's Processing of Travel Vouchers

Our investigation focused on cash kickbacks and amenities offered by lodging providers in the Douglas and Sierra Vista areas. However, OIG auditors that reviewed the travel vouchers identified errors on numerous vouchers, resulting in \$17,362.15 in overpayments and \$931.48 in underpayments by the INS. These errors included agents claiming lodging costs twice for the same day, claiming to have paid a higher lodging rate than that reflected on the receipt, and claiming a higher M&IE rate than the maximum for the lodging area. These errors were not detected by the INS reviewing supervisors or by the INS Finance Center in Dallas, Texas.

We referred these errors to INS OIA for review and determination if systemic weaknesses existed at the INS Finance Center, Dallas, Texas. The OIG recommended to the INS OIA that it review the travel voucher approval process and the Dallas Finance Center, Travel Section. INS OIA referred the matter on August 7, 2002 to Judy Harrison, the INS Assistant Commissioner for Financial Management.

On December 12, 2002 INS OIA provided Assistant Commissioner Harrison's response to the OIG recommendation. She advised that the Dallas Finance Center had identified the errors in April 2001 and corrective measures were taken by informing travel payment staff that applicable per diem rates are based on the ordered point of travel and the lodging location at that time. Additionally, she said that the office that prepared the travel authorizations was contacted, and the requirements of the Federal Travel Regulation (FTR) were discussed with that office in detail. Her response documented further measures that the INS was taking to address the deficiencies, to include additional training for INS staff conducted by the General Services Administration on the FTR requirements, and the implementation on October 1, 2002 of the INS's new Federal Financial Management System. Her response also asserted that the errors identified by the OIG represented an immaterial amount of money and the time required to further analyze those computations would not be cost effective to seek reimbursement for overpayments (See Exhibit 4).

In addition, in conjunction with our audit of travel vouchers mentioned above, we identified 21 questionable instances of BPAs sharing the same lodging location (such as a husband and wife renting

the same place at the same time), potential double billing, filing unsupported claims, and receiving overpayments for lodging. We investigated those matters and determined that 16 instances were unsubstantiated. The remaining five potential irregularities were evaluated and referred to INS OIA for administrative inquiries. We have asked INS OIA report their findings and any follow-up actions to the OIG. Two of these complaints has been reported to the OIG as unsubstantiated, and the other three are still pending.

VI. Alleged Retaliation Against INS Complainants

A. INS OIA Special Agent and Douglas APAIC

As noted above, the two complainants in this case also made allegations about their treatment after they brought forward their complaints to the INS. They alleged that the INS OIA agent who initially was assigned to investigate their allegations and the Douglas Assistant Patrol Agent in Charge (APAIC) compromised their identities and status as the complainants during this investigation by informing the subjects of the investigation that the complainants had made allegations against them. The complainants also claimed that the INS OIA agent threatened them and refused to investigate the matters that they presented to him.¹²

Our investigation revealed that during the INS OIA investigation, Notices to Appear (NTA) were distributed to the two complainants and to other individuals who the INS OIA agent intended to interview. Once those individuals received their NTAs, they were able to tell others about their status and the INS OIA investigation. However, we did not find that the INS OIA agent or the Douglas APAIC disclosed the complainants' identities to the subjects of the investigations.

We also reviewed the complainants' claims that the INS OIA agent threatened them during their interviews. The INS OIA agent interviewed the two complainants and the other agents on their scheduled dates and times, and tape-recorded all of those interviews. We conducted a comparative analysis of the transcriptions with the audiotapes of those interviews. We determined that the recorder was not turned off during those interviews and that no threatening or harassing comments were detected from the tape or contained in the transcriptions. We did not find sufficient evidence to substantiate the claim that the INS OIA agent threatened the complainants.

¹² In June 2001, the two complainants who provided the initial allegations as well as three other Douglas BPAs filed a federal lawsuit in the U.S. District Court, Tucson, Arizona alleging age and unlawful discrimination in employment.

B. Complainants' training and promotion opportunities

The two complainants further alleged that the Douglas APAIC and other Douglas SBPAs harassed them by denying one of them a training assignment and the other a promotion opportunity and a training request.

With regard to the complaint about the training assignment, the complaining agent elected not to take the required downgrade from a GS-12 supervisory position to a GS-11 to become eligible for the training position at the Border Patrol Academy. Accordingly, he was not selected for an assignment to the training academy.

We also found that the other complainant, who was a Senior Patrol Agent (SPA), was not selected for a temporary promotion position to a SBPA because he was not assigned to the unit that had the promotion vacancy. Only agents who were assigned to units that had vacancies were eligible to fill those positions. With regard to his training request, he did not follow established procedures for requesting training. In addition, when he did submit the requested information, he provided a false date of rank, thereby increasing his apparent seniority. Since seniority is a determining factor in selecting individuals for training, the complainant's misleading information caused him to be ineligible for consideration.

In sum, our investigation did not substantiate the allegations that the complainants were denied promotions or training because of their complaints.

VII. INS's Corrective Actions

On December 7, 2001, John P. Chase, the INS OIA Director, submitted a Procedural Reform Recommendation entitled "Lodging During Detail Assignments," to George H. Bohlinger III, Executive Associate Commissioner for Management and Michael A. Pearson, Executive Associate Commissioner for Field Operations, 2001 (See Exhibit 5). Chase's memorandum pointed out various lodging issues and concerns that the OIG identified as occurring during Operation Safeguard. Chase also discussed the contents of this memorandum with the Chief and the Deputy Chief of the Border Patrol, as well as the Border Patrol Sector management in Tucson.

Subsequent to Chase's actions, Judy Harrison, the INS Assistant Commissioner for Financial Management, transmitted a memorandum in April 2002 to all INS employees concerning their lodging during temporary assignments (See Exhibit 6). The memorandum referred to

the Federal Travel Regulations and discussed the regulations concerning the types of accommodations, staying with friends or relatives, obtaining proper and correct receipts for lodging amounts, and receiving vouchers or credits from commercial lodging facilities.

Additionally, beginning in April 2002, the Tucson Border Patrol Sector began briefing all incoming detailed agents about rental and housing issues (See Exhibit 7). Tucson Sector officials began advising the agents about the regulations regarding submitting proper receipts for lodging. The Sector also instituted a practice of attaching Assistant Commissioner Harrison's April 2002 memorandum to all travel authorization forms for all employees who are being detailed.

In April 2002, William Veal, the Chief of the San Diego Border Patrol Sector, issued a memorandum to all Sector employees that addresses various questions relating to lodging at commercial and private lodging establishments. It provides overall guidance and details ethical and professional standards associated with filing travel vouchers (See Exhibit 8.)

In September 2002, then INS Commissioner James W. Ziglar issued a memorandum to all employees, entitled "Claiming Expenses for Official Travel." The memorandum advised employees of misconduct issues regarding the submission of travel vouchers and provided additional guidance for any travel related questions (See Exhibit 9.)

VIII. OIG's Conclusions and Recommendations

In this review, the OIG probed allegations related to fraud and other irregularities in connection with reimbursement for lodging on travel vouchers submitted by INS employees who were temporarily detailed to the Tucson Sector in support of Operation Safeguard. We reviewed more than 3000 vouchers and conducted many interviews of INS employees and lodging providers. During our review, we identified many instances of false and improper claims by INS agents as well as systemic weaknesses in the voucher approval process, including the process employed by the travel office of the Dallas, Texas Finance Center.

Our investigation found that when Operation Safeguard was initiated, INS management failed to plan adequately for the enormous lodging requirements to support detailed employees. The INS did not provide to detailed agents adequate guidance related to temporary assignments in support of Operation Safeguard until after these allegations surfaced.

Moreover, the INS never attempted to negotiate a lodging rate at local hotels for those individuals at a lower cost to the government. We believe the INS could have saved hundreds of thousands of dollars had it negotiated reduced lodging rates for the detailed BPAs and comparably reduced the agents' per diem entitlements. For example, the Mountain Vista Apartments raised its rental rate from \$35 per night to \$55 per night (the maximum lodging rate) and then offered a \$10 per day food coupon. The effect was to raise the cost to the INS by \$20 per night, although Mountain Vista increased its profits by \$10 per night. We believe these examples indicate that the INS could have negotiated reduced rates for detailed INS employees, saving significant sums for the INS in travel costs.

We also determined that many INS employees received reductions or cash back to rent at certain lodging facilities.¹³ In response to these rebates, some INS employees returned or refused to accept the cash kickbacks, but they were in the minority. During our interviews, however, many INS agents and lodging providers attempted to justify this practice as being equivalent to offering or accepting free meals or food coupons. We believe that such a justification is not remotely persuasive.

Because the U. S. Attorney's office has declined criminal prosecution on most cases, we are referring those matters to the INS for appropriate administrative action. We believe that the INS should examine each of these cases and make a decision as to whether the employee should be held accountable for their actions. At a minimum, we believe that employees who accepted cash kickbacks from lodging providers and claimed the full allowable amount for lodging and M&IE should be required to reimburse the government this amount. Employees who falsified their vouchers in support of their claims should be appropriately disciplined.

We are still investigating a few criminal cases, which will remain open until judicial proceedings are complete. The activities include agents renting an apartment and then sub-leasing it to detailed agents at a reduced lodging rate but providing the renters with receipts falsely reflecting that they paid the full lodging rate. Additionally, one BPA purchased a home in Sierra Vista but provided suspect receipts to support his travel voucher claim that he was renting that property from a real estate management firm. Based on those individuals' potential violations of federal criminal statutes, we have initiated separate investigations regarding their conduct.

¹³ One lodging provider, during a surreptitious telephone call, openly offered a cash kickback and false receipt to an OIG agent posing as a Border Patrol detailee.

We also believe that this review provides lessons for future INS operations that involve extensive details of agents. In our review, we found that lodging for detailed agents was available below the per diem rate, as evidenced by the amenities offered to many agents, including cash rebates. When the INS embarks on similar large-scale operations such as Operation Safeguard, we believe it should consider the availability of lodging accommodations in the area and seek to negotiate a reduced rate for lodging.¹⁴ The INS should also consider entering into direct arrangements with lodging providers to house detailed agents.

The OIG has recently completed a related investigation of the Border Patrol in Charleston, South Carolina, involving similar allegations as to BPAs who were temporarily detailed to the Border Patrol Training Academy. The OIG's report recommended that INS management consider the implementation of a policy similar to that used by the Federal Law Enforcement Training Center (FLETC) in Brunswick, Georgia, which requires that trainees stay at lodging facilities under contract with FLETC, unless those accommodations are unavailable. The OIG believes that INS management should apply this same policy to long-term details requiring large personnel support such as Operation Safeguard.

The OIG has been advised that INS OIA has recently initiated discussions with INS management and the Border Patrol to consider the creation of a position for housing management that would oversee housing at the training academies and locations with long term detail assignments

We also recommend that the INS provide more guidance to its employees who are detailed regarding the Federal Travel Regulations and temporary details. Most of the agents who we interviewed informed us that they received little or no training in properly preparing travel vouchers other than what they had received during their initial training at the Border Patrol Academy. All advised that they received no training specifically regarding extended-stay travel as it related to their detail to Operation Safeguard. The INS should also train supervisors and other officials who review and approve travel authorizations and vouchers,

¹⁴ This would be consistent with Department policy regarding extended travel. In a memorandum issued in September 1998, Former Assistant Attorney General for Administration Stephen R. Colgate advised that "when a travel assignment is expected to last more than 30 days and where it is possible to secure lodging and meals at less than the maximum allowable by travel regulations, total per diem, consisting of lodging plus the M&IE allowance, should be reduced" The memorandum also states that when the assignment is expected to exceed 90 days, such a reduction is mandatory. See Revised Policy Guidelines for Authorizing And Administering Extended Travel Assignments (Exhibit 10).

support staff who prepare travel authorizations, and the Dallas Finance Center auditors in the respective oversight responsibilities regarding travel vouchers. In addition, the INS should conduct training of all employees in their use of its automated Travel Management Program.

The guidance should discuss in clear and unequivocal terms how to treat promotional items, including complimentary meals, credits for meals, and cash reimbursements. The memoranda distributed by INS after the onset of this investigation are useful, but they should be supplemented by comprehensive guidance that is made available to all INS employees when they are detailed. Moreover, we recommend that INS develop a process for handling promotional items from employees that the employees obtain through the course of their official duties.

We also believe that the INS should strengthen its practices for filing and reviewing travel vouchers. We found that the review process at each level was lacking. The Dallas Finance Center needs to ensure its financial examination procedures correct the various problems in this area, including paying claims for double lodging costs for the same day, paying claims for lodging costs even when the claimed amount exceeds the authorized rate for a particular area, and paying claims for a higher rate than what was itemized on submitted receipts.

In sum, this investigation found troubling practices on the part of the INS and many of its agents regarding lodging reimbursement. We believe that the INS should take strong and immediate action to prevent these types of practices from recurring.

List of Exhibits

1. OIG letter to INS OIA, November 20, 2001, requesting INS furnish copies of agents' travel vouchers.
2. OIG OGC's legal opinion, May 28, 2002, relating to acceptance of amenities.
3. OIG OGC's legal opinion, November 26, 2002, regarding SBPAs renting to detailed agents.
4. INS response, December 12, 2002, processing of travel vouchers.
5. INS OIA Procedural Reform Recommendations, December 12, 2001.
6. INS Assistant Commissioner for Financial Management memo, April 2002.

7. Tucson Sector Chief Patrol Agent David Aguilar's memo, April 25, 2002, relating to Local Actions taken on Allegations.
8. San Diego Sector Chief Patrol Agent William Veal's memo, April 24, 2002, regarding Ethical Issues Involving Travel Vouchers.
9. INS Commissioner Ziglar's memorandum dated September 5, 2002, Subject "Claiming Expenses for Official Travel."
10. Assistant Attorney General for Administration Stephen Colgate's memo, September 1, 1998, regarding Policy Guidelines for Extended Travel Assignments.

EXHIBIT 1



U. S. Department of Justice

Office of the Inspector General

November 20, 2001

MEMORANDUM FOR JOHN R. CHASE
DIRECTOR, OFFICE OF INTERNAL AUDIT
IMMIGRATION AND NATURALIZATION SERVICE

FROM:


THOMAS J. BONDURANT
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS

SUBJECT:

REQUEST FOR RECORDS

The Office of the Inspector General, Tucson Field Office, is currently conducting a comprehensive review of allegations reported to the OIG concerning possible voucher irregularities by Border Patrol Agents detailed to Operation Safeguard at Douglas, Arizona. Our investigation will focus on fiscal years ~~2000~~ and 2001.

The INS, Western Region, has identified and furnished the OIG with a list of names of Border Patrol Agents assigned during this time period. We have also been advised that the travel vouchers submitted by the agents are located at the finance center in Dallas, Texas. In order to sufficiently determine the scope of the issues involved it is necessary that a copy of these vouchers be obtained and analyzed.

I am therefore requesting that INS furnish a copy of these vouchers and all related receipts to the Office of the Inspector General. As you are aware, this case is the subject of congressional scrutiny, therefore it is requested that INS complete this request within thirty days of receiving this request.

Your cooperation and assistance is appreciated. If there are questions your staff may contact SAC Roger M. Williams, OIG Operations or ASAC Joseph Cuffari, Tucson Field office.

EXHIBIT 2



U.S. Department of Justice
Office of the Inspector General

Washington, D.C. 20530

May 28, 2002
OGC-02-004

MEMORANDUM FOR THOMAS J. BONDURANT
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS

FROM:

Howard L. Sribnick
HOWARD L. SRIBNICK
GENERAL COUNSEL

SUBJECT:

Legal Opinion Regarding Amenities Offered
By Lodging Providers to Border Patrol Agents

You have requested a legal opinion regarding whether it was appropriate for Border Patrol Agents (BPAs) to accept various amenities offered by lodging providers while on extended travel away from their home duty stations in the Douglas, Arizona area. As we understand it, the BPAs at issue traveled under the lodging-plus per diem system. This means their daily per diem rate was calculated "on the basis of the actual amount the traveler pays for lodging, plus an allowance for meals and incidental expenses (M&IE), the total of which does not exceed the applicable maximum per diem rate for the location concerned." 41 C.F.R. § 300-3.1. Under this method, the traveler collects the full M&IE rate regardless of actual expenses.¹ If the traveler spends more than the maximum authorized amount he bears that cost. If he spends less, he may keep the difference.

The reimbursement claims at issue here were for \$55.00 per day for lodging (the maximum rate allowed) as well as the full M&IE rate. The amenities accepted differed in type from complimentary meals, to credits and vouchers which could be used toward the cost of meals or groceries, to cash payments intended to cover the cost of meals or groceries. You inquire whether the BPAs who accepted these amenities

¹ Actual expense reimbursement is provided for under certain circumstances not applicable here. See 41 C.F.R. § 301.11.300.

should have claimed reimbursement for a reduced lodging and/or meal rate. We address the various factual scenarios you present below.

I. General Prohibition on Federal Employees Accepting Gifts

There is a general prohibition on federal employees accepting gifts given because of their official position. See generally 5 C.F.R. § 2635.201-205. However, discounts and benefits offered to a broad class, including a broad class of government employees are excluded from the definition of gift. Id. at § 2635.203(b)(4).

As we understand it, all of the amenities at issue were offered either to all guests or to all long-term guests of the involved establishments. Accordingly, the gift prohibition is not implicated in these cases.

II. Free Breakfast and Happy Hour

One of the hotels at which the BPAs stayed charged the full \$55 lodging rate but offered a free breakfast and happy hour to its guests. Regulations promulgated by the General Services Administration (GSA) specifically address the question of complimentary meals provided by a hotel/motel. The GSA regulations are written in question and answer format. The applicable provision states:

If my agency authorizes per diem reimbursement, will it reduce my M&IE allowance for a meal(s) provided by a common carrier or for a complimentary meal(s) provided by a hotel/motel? No. A meal provided by a common carrier or a complimentary meal provided by a hotel/motel does not affect your per diem.

41 C.F.R. 301-11.17.² Accordingly, the BPAs who stayed at this hotel were free to accept the complimentary breakfast and happy hour without taking any reductions in the per diem rate.

² A memorandum from the Finance Staff of the Justice Management Division to employees of the Offices Boards and Divisions of the Department provides consistent advice: "Must a deduction be made for meals on aircraft or complimentary breakfasts at hotels? No complimentary meals provided to the traveler by hotels or meals provided on common carriers do not require reductions in M&IE."

III. Credit Toward Meals Eaten at Hotel

One hotel frequented by BPAs provided a credit of \$15 per day to be offset against money spent on meals eaten at the hotel. For example, if a BPA spent \$20 dollars per day on hotel meals over a 30 day period for a total of \$600, the hotel would subtract \$450 (\$15 x 30 days) from his or her bill at the end of the month. This credit was applicable only to that portion of the bill spent on meals, did not result in any cash payments to BPAs, was not credited toward the lodging portion of the bill, and was applicable only to meals eaten during the current stay. A BPA who did not eat his or her meals in the hotel got no benefit from the credit.

At the time the credits at issue were given, the GSA regulations provided as follows:

What must I do with promotional benefits or materials I receive from a travel service provider? Any promotional benefits or material you receive from a private source in connection with official travel are considered property of the Government. You must: (a) Accept the benefits or material on behalf of the Federal Government; and (b) Turn the benefits or material over to your agency in accordance with your agency's procedures established under 41 C.F.R. 101-25.103.

41 C.F.R. 301-53.1.³

Is there any instance when I may make personal use of benefits furnished by a travel service provider? Yes, you may use benefits (e.g., free meals, check-cashing privileges, or memberships in executive clubs) only if: (a) the Government can not use the benefit; (b) to receive the immediate benefit, you do not forfeit a future benefit the Government could use; and (c) the benefit can not be redeemed for cash value.

41 C.F.R. § 301-53-10.

³ The rule was recently changed to allow government travelers to make personal use of promotional benefits earned on official travel. The change in the rule does not affect the matters at issue here because it applies only to promotional benefits used after December 28, 2001, the effective date of the change.

There are two possible ways of viewing the meal credit, both of which would permit the employee to use the credit without reducing his or her meal allowance.⁴ First, it could be categorized as the equivalent of a complimentary meal the acceptance of which, as discussed above, does not require a reduction in per diem. Second, it could be categorized as promotional material. Because it meets the standards set forth in § 301-53-10 - the government could not use the credit, no future benefit was forfeited, and it could not be redeemed for cash value - it falls into the category of promotional materials an employee may accept. Accordingly, we believe that the BPAs were free to eat meals in the hotel and apply the credit to the cost of those meals without reducing their per diem rate.

IV. Supermarket Coupons

Some of the BPAs rented units in an apartment complex for which they were each charged \$55.00 per day. In order to compete with the benefits offered by the hotels discussed above, the management of the complex supplied the BPAs with coupons redeemable at a local supermarket in amounts up to \$10.00 for each day of their stay depending on the size of the unit in which they stayed. The management paid face value for the coupons, which came in denominations of \$5.00, \$10.00, \$20.00, and \$50.00. When purchasing items at the supermarket, the BPA could obtain no more than \$4.99 in cash as change no matter the denomination of the coupon submitted. There was no limit on which items could be purchased using the coupons.

As with the amenities discussed above, we do not believe that the issue here is whether the BPAs should have deducted the amount of the coupons from their lodging costs. They paid the complex \$55.00 per day, whether or not they accepted or used the coupons. Rather, the issue is whether the BPAs should have treated the coupons as promotional material to be turned over to the government and whether, if they did not, they are liable to the government for the value of those coupons.⁵

⁴ We do not believe it would be proper to analyze the issue in terms of whether the BPAs were required to reduce their claimed lodging costs because the credit was not applied towards such costs. All BPAs who stayed at the hotel paid the hotel \$55.00 per night, whether or not they took advantage of the credit by eating their meals in the hotel.

⁵ Unlike the meal credit discussed above, we do not believe the supermarket coupons can be equated to a complimentary meal, particularly since they apparently were not limited to the purchase of food items.

As discussed above, promotional material is to be turned over to the agency if: (1) the government can use the benefit; (2) a future benefit the government could use will be forfeited and/or (3) the benefit can be redeemed for cash value. Although it is a close question, it appears that the BPAs should have turned the coupons over to the INS as promotional material belonging to the government. Unlike the meal credit discussed above, these coupons were not tied to any particular stay at the apartment complex and theoretically could have been used by the INS to reduce the cost of sending travelers to the area. Moreover, although the coupons did not have cash value, the BPAs could receive some cash benefit from them by limiting the items they purchased and collecting the \$4.99 in change permitted by the supermarket.

The regulations assume, however, that the agency has established a procedure by which it will receive promotional materials from its employees. 41 C.F.R. 301-53.1 (b). It does not appear that the INS either provided the BPAs with any guidance about the use of the coupons or made known to them any such procedures. Accordingly, we fault INS management for failing to take control of the situation rather than the individual BPAs who may have used the coupons during their stay in the Douglas area.

V. Cash Rebates Intended to Cover the Cost of Food

Some of the BPAs stayed in a private home for which they were charged \$55.00 per day. To compete with the deals being offered by the hotels and apartment complexes, the owner of the home gave each agent who stayed in his property a cash "rebate" of \$8.00 per day, while still providing a receipt for \$55.00 in lodging costs. The owner explained he intended the money to cover the cost of breakfast, which he, unlike the larger hotels, did not provide his guests. In another variation of this scenario, a real estate broker/property manager provided BPAs with lodging receipts for \$55.00 a day while only actually collecting \$40.00 per day. The \$15.00 was supposed to be the equivalent of the food coupons being provided by the competing apartment complex.

We believe there is no doubt that the BPA's who received these rebates should not have claimed the full lodging allowance of \$55.00 per day because they did not pay \$55.00 per day in lodging costs. The regulations are clear that employees are to be reimbursed for "actual lodging cost not to exceed the maximum rate for the [temporary duty] location . . ." 41 C.F.R. § 301-11.100. The regulations also provide that "[a]ll promotional materials (e.g. . . . cash . . .) received by employees in conjunction with official travel and based on the purchase of . . . services are properly considered to be due to the Government and may not be retained by the employee." 41 C.F.R. § 101-25.103.2(a). Thus, the BPAs

who stayed at these establishments and accepted the rebates were only entitled to be reimbursed for the amount they actually paid the establishments and could be required to repay the difference between what they paid and what they were reimbursed based on their claims from receipts.

We also believe, however, that the INS shares the blame in this instance. INS should have been aware that there were lodging providers willing to provide lodging for less than the applicable maximum per diem rate and should have acted accordingly. In this regard, we note that the regulations specifically permit an agency to prescribe a per diem rate lower than the prescribed maximum when it "can determine in advance that lodging and/or meal costs will be lower than the per diem rate." 41 C.F.R. 301-11.200.

VI. Use of Government Credit Cards

You also inquired whether government employees on official travel are required to use their government-issued credit cards to pay for the travel expenses they incur. The applicable regulations provide as follows:

What is the required method of payment for official travel expenses? You are required to use the Government contractor-issued travel charge card for all official travel expenses unless you have an exemption.

41 C.F.R. 301-51.1.

What official travel expenses and/or classes of employees are exempt from the mandatory use of the Government contractor-issued travel charge card? The Administrator of General Services exempts the following from the mandatory use of the Government contractor-issued travel charge card:
(a) Expenses incurred at a vendor that does not accept the Government contractor-issued travel charge card

41 C.F.R. 301-51.2. These regulations were adopted pursuant to a 1998 law and were effective on May 1, 2000. 65 Fed. Reg. 21,365 (2000). Accordingly after May 1, 2000, to the extent that employees were able to pay with the Government credit card, they were required to do so.

VII. Sharing a Room

Finally, you inquired regarding the rules on reimbursement when two married employees share lodging. The relevant regulations provide as follows:

How does sharing a room with another person affect my per diem reimbursement? Your reimbursement is limited to one-half the double occupancy rate if the person sharing the room is another Government employee on official travel. If the person sharing the room is not a Government employee on official travel, your reimbursement is limited to the single occupancy rate.

41 C.F.R. § 301-11.13. There is no rule requiring employees, married or not, to share a room. If they choose to do so, however, reimbursement is limited to one-half the double occupancy rate.

If you have any additional questions please contact Gail Robinson at (202) 616-0644.

cc: Joseph Cuffari
Tucson Field Office

EXHIBIT 3



U.S. Department of Justice

Office of the Inspector General

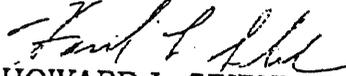
Washington, D.C. 20530

November 26, 2002

OGC-02-007

MEMORANDUM FOR T.J. BONDURANT
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS

FROM:


HOWARD L. SRIBNICK
GENERAL COUNSEL

SUBJECT:

Legal Opinion Regarding Lodging Provided to
Border Patrol Agents by Fellow Border Patrol
Agents

You have requested an opinion regarding the legality of certain lodging arrangements entered into by Border Patrol Agents (BPA's) who were on extended travel away from their home stations in the Douglas, Arizona area. As we understand it, there are two types of lodging arrangements at issue. In the first instance, two BPAs, on separate occasions, rented rooms in the home of a fellow BPA who was permanently stationed in the Douglas area. The evidence indicates the renters and the owner had worked together previously and shared a friendship.¹

In the second case, two Supervisory Border Patrol Agents (SBPAs) who were permanently stationed in the Douglas area, together with their wives, purchased rental properties separate and apart from their primary residences. They then rented these houses to BPAs agents who were sent to the Douglas area on extended travel. None of the agents to whom they rented were in their direct line of supervision. The renters were recruited via word of mouth and the wives managed the properties.

For the reasons explained below, we have concluded that although nothing prevented the traveling BPAs from renting rooms in a fellow agent's home, the applicable regulations provide that the reimbursement

¹ You explained that although the homeowner is currently a supervisor, he did not hold this title at the time he rented to his friends. Accordingly, there are no issues regarding potential misuse of a supervisory position.

for such an arrangement was limited to the actual additional expenses incurred by the host. We have further concluded that the SBPAs were free to let their rental properties to BPAs whom they did not supervise, and that because separate rental properties were involved, reimbursement was not limited to actual expenses incurred.²

Analysis

Federal travel regulations provide specific rules regarding the allowable reimbursement for different types of lodging.

- (a) Conventional lodgings. (Hotel/motel, boarding house, etc.) will be reimbursed the single occupancy rate.

- (c) Lodging with friend(s) or relative(s) (with or without charge). You may be reimbursed for additional costs your host incurs in accommodating you only if you are able to substantiate the costs and your agency determines them to be reasonable. You will not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount.

- (d) Nonconventional lodging. You may be reimbursed the cost of other types of lodging when there are no conventional lodging facilities in the area (e.g., in remote areas) or when conventional facilities are in short supply because of an influx of attendees at a special event (e.g., World's Fair or international sporting event). Such lodging includes college dormitories or similar facilities or rooms not offered commercially but made available to the public by area residents in their homes.

41 C.F.R. § 301-11.12.

Under these regulations, it is clear that the BPAs who rented rooms in their fellow BPA's home could be reimbursed for lodging expenses only to the extent they could substantiate any additional costs the homeowner incurred as a result of their stay. Moreover, this would

² As we understand it, the SPBAs purchased their rental properties sometime after the Border Patrol had begun sending BPAs to the Douglas area in large numbers. Accordingly, there is no argument that the SPBAs had access to any special knowledge as a result of their jobs or that they misused any such knowledge. Similarly, that the renters were not in the chain of command of their landlords eliminates issues about whether the supervisors could have misused their positions to recruit or hold the renters.

have been the case even if they and the homeowner had not shared a friendship.

In numerous decisions interpreting the regulation, the Office of the Comptroller General has made clear that "[r]egardless of the character of the relationship between the employee and his host . . . claims involving noncommercial lodgings should be supported by information indicating that the lodging charges are the result of expenses incurred by the party providing the lodging." Matter of Clarence R. Foltz, 55 Comp. Gen. 856 (1976); see also Matter of Peter Lalic, 68 Comp. Gen. 329 (1989).

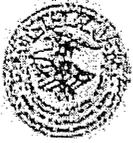
Accordingly, the BPAs who rented rooms in their colleague's home could have legitimately claimed lodging reimbursement only to the extent that they could show that their host incurred additional expenses by putting them up. Absent such evidence, no lodging reimbursement was appropriate.

BPAs who stayed in actual rental properties owned by other Border Patrol employees were not subject to this limitation. Under the regulations and the Comptroller General decisions interpreting them, the crucial distinction is whether the property that was rented can properly be labeled commercial in nature. Separate units that are not part of the owner's home and that would be available to the general public for rent are considered commercial in nature. Moreover, "commercial type accommodations do not automatically turn into noncommercial accommodations under the regulations merely because the employee traveler knows the lodging operator, or the operator is a friend or even a relative." Matter of John T. Bailey, B-230,472, 1989 WL 240521.

Accordingly, the BPAs who rented homes from the two SBPAs would have been entitled to reimbursement for the cost of the rental, assuming the amount charged was consistent with market rates and did not exceed the maximum rate authorized for the area.

cc: Roger Williams
Joseph Cuffari

EXHIBIT 4



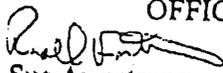
U.S. Department of Justice
Immigration and Naturalization Service
Office of Internal Audit

425 I Street NW
Washington, DC 20536

DEC 12 2002

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MEMORANDUM FOR T. J. BONDURANT
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS
OFFICE OF THE INSPECTOR GENERAL

FROM: 
Sue Armstrong
Assistant Director
Internal Investigations Branch

SUBJECT: Office of Inspector General Case No. 0205111
Re: UNKNOWN

Please find attached documentation of the resolution of the subject case. We have closed the case and will take no further action on it.

If you have any questions regarding this case, please contact me at (202) 514-5765.

Att.



U.S. Department of Justice
Immigration and Naturalization Service

HQFIN 80/1

425 I Street NW
Washington, DC 20536

MEMORANDUM FOR SUE E. ARMSTRONG
ASSISTANT DIRECTOR
OFFICE OF INTERNAL AUDIT

THROUGH:

Judy R. Harrison *Judy R. Harrison*
Assistant Commissioner
Office of Financial Management

FROM:

Tommy J. Dodson *Tommy J. Dodson*
Director
Dallas Finance Center, Office of Financial Management

SUBJECT: Office of Internal Audit (OIA) Case No. 02X03101

The Office of Financial Management (OFM), Dallas Finance Center (DFC) has reviewed the information referenced in OIA Case No. 02X03101 that related to an incorrect use of per diem rates as reported by the Office of Inspector General as a result of an audit of travel vouchers.

The OFM DFC detected the errors in April 2001, and corrective measures were taken by informing travel payment staff that applicable per diem rates are based on the ordered point of travel and the lodging location at that time. Additionally, the office that prepared the travel authorizations was contacted, and the requirements of the Federal Travel Regulation (FTR) were discussed in detail.

The DFC has provided extensive training to better educate the Immigration and Naturalization Service (INS) staff of the FTR requirements. The General Services Administration, who is the authoritative source for FTR training, conducted on-site training for DFC Permanent Change of Station staff in April 2002. Additional Temporary Duty training will be given to DFC staff in October 2002, which will be conducted by a former instructor of travel at the Community College of the Air Force.

Memorandum for Sue E. Armstrong
Subject: Office of Internal Audit (OIA) Case No. 02X03101

Page 2

The OFM also provided extensive training on travel voucher preparation at the INS National Travel Management Conference in June 2002. Managers from offices throughout the INS who attended the conference received specific instruction on how to prepare proper travel vouchers. Implementation of the Federal Financial Management System (FFMS) on October 1, 2002, is expected to increase system and payment efficiencies. The INS will also implement an improved Travel Manager system which will provide additional controls to ensure claims submitted by travelers are accurate, and in compliance with the FTR.

The DFC staff had less than one year of experience in travel reimbursements during the time period in which the FY1999 and FY2000 vouchers were processed and the errors occurred. The quality of audits has increased as a result of experience gained by the payment staff, refinement of payment practices and controls, and continued emphasis on training.

The DFC will continue reviewing the exception items referenced and will work closely with GSA to determine if collection of overpayments is required. Most of the documentation supporting the claims has been sent to the archives for storage. Retrieval of archived documentation and resources required to research and evaluate each item will incur some administrative costs. Because the amount of errors in question is immaterial, and the analysis of each overpayment is quite complex, a cost benefit analysis indicates collection of the amounts due would not benefit the INS.

The revised processing procedures, education, and increased expertise of the DFC staff, coupled with the future deployment of Travel Manager and FFMS, provides reasonable assurance future travel voucher discrepancies will be minimized.

If you have any questions, please contact me at 214-915-6111.



U.S. Department of Justice
Immigration and Naturalization Service
Office of Internal Audit

425 I Street NW
Washington, DC 20536

August 7, 2002

if 10/11
Tom *[initials]*
Roger
for follow up.

MEMORANDUM FOR T.J. BONDURANT
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS
OFFICE OF INSPECTOR GENERAL

FROM: Sue E. Armstrong
Assistant Director
Office of Internal Audit *[Signature]*

SUBJECT: Office of Internal Audit (OIA) Case No. 02X03101/
Office of Inspector General (OIG) Case No. 2002005111M

This is in response to your memorandum of May 15, 2002, regarding the above-referenced case. Attached please find a copy of our referral to the Immigration and Naturalization Service's Office of Financial Management, which provides our determination in this matter. If you have any questions, please do not hesitate to contact me at (202) 307-5885.

Attachment

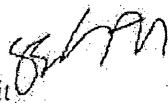


U.S. Department of Justice
Immigration and Naturalization Service
Office of Internal Audit

425 I Street NW
Washington, DC 20536

August 7, 2002

MEMORANDUM FOR JUDY R. HARRISON
ASSISTANT COMMISSIONER
OFFICE OF FINANCIAL MANGEMENT

FROM: Sue E. Armstrong
Assistant Director
Office of Internal Audit 

SUBJECT: Office of Internal Audit (OIA) Case No. 02X03101

The attached materials were received from the Office of Inspector General (OIG). They are the result of an audit of travel vouchers performed by the OIG in connection with an investigation related to reimbursement claims filed by employees on detail to the Tucson Sector. The OIG audited vouchers filed in FY 1999 and FY 2000. As a byproduct of the audit, the OIG prepared the attached report, and states that it appears that the Dallas Finance Center made errors in processing the vouchers, in particular, paying incorrect lodging and meals and incidental expenses rates. The OIG states it appears that the errors resulted in \$16,430.67 being paid improperly to employees. This matter is being forwarded to your for your review, consideration of appropriate corrective action if you deem it warranted, and response back to this office.

The OIG recommended an audit of procedures in place at the Dallas Finance Center for processing vouchers. We are also interested in your response regarding seeking repayment from employees who were improperly reimbursed, if you determine that is the case. Please advise us in writing no later than 60 days from the date of this referral as to your progress in addressing these findings. If you have any questions, please do not hesitate to contact me at 7-5885.

Attachment



U.S. Department of Justice

Office of the Inspector General

Washington, D.C. 20530

May 15, 2002

MEMORANDUM

TO: John Chase, Director
Immigration & Naturalization Service
Office of Internal Audit

FROM: Thomas J. Bondurant 
Assistant Inspector General
For Investigations

SUBJECT: ~~OIG Complaint 2002005111-M~~ 02XC3101

The Office of the Inspector General (OIG) has been conducted an investigation in Southern Arizona as it relates to the lodging of Border Patrol Agents (BPAs) detailed in support of Operation Safeguard. I believe that you are aware that our investigation involved an audit of travel vouchers submitted by detailed BPAs for a two- year period. The covered period was FY 1999 and FY 2000.

OIG Auditor Herman Smeenck has now completed this audit and as a byproduct he produced a report that detailed errors on a number of travel vouchers paid totaling \$16,430.67 in overcharges to the INS. I have enclosed a copy of this report for your review as well as copies of the source documents that serve as the basis for our complaint.

It is our understanding that the Travel Section of the INS Finance Center in Dallas, Texas is responsible for the review of travel vouchers prior to payment being authorized. We believe that your office should consider an audit of this process to determine if there is a systemic weakness that requires corrective action.

This matter is being referred to your office as a management issue. Please let me know within sixty days of your response to this matter.

As always, your cooperation in this matter of mutual interest is appreciated.

Received By: Williams, Roger M Date Received: 05/15/2002 How Received: I

SUBJECT: UNK INS PERSONNEL, Title: ADMIN Component: INS Misc: Home: , , Phone: - - - Work: DALLAS FINANCE CENTER TRAVEL SECTION, DALLAS, TX Judicial Action: SSNO: D.O.B.: / / Alien Number: F.B.I. No.: B.O.P. No.: D/L STATE: No.: Administrative Action:

COMPLAINANT: SMEENK, HERMAN Title: ACCT Component: OIG Misc: Home: , , Phone: - - - Work: OIG HQ, INVESTIGATIONS DIVISION, WASHINGTON, DC Contact: Confidential: N Revealed: Authority: SSNO: D.O.B.: / / Alien Number: F.B.I. No.: B.O.P. No.: D/L STATE: No.:

ALLEGATIONS: Offense: 412 - Job Performance Failure Occurrence Date: ONGOING Time: UNKNOWN City: DALLAS, State: TX Details:

The OIG initiated an investigation concerning possible travel voucher fraud in connection with the unauthorized acceptance of amenities in the form of cash credits, meal allowances, grocery foo coupons, that were offered by hotels in Southern Arizona that were competing for business to house Border Patrol Agents in support of Operation Safeguard.

In that regard, an audit of travel vouchers submitted, was conducted (OIG 2001002553-I Gadsden Hotel, et al), for a two year period covering FY 99 and 2000

As a byproduct of this OIG investigation, this audit found what may be a systemic problem at the INS Fiance Center, Travel Section, with the accurate review of travel vouchers prior to payment thus resulting in overpayments to BPAs This audit discovered multiple errors for this two year period that totaled over \$16,000.00.

DISPOSITION DATA: Office: TC Date: 05/15/2002 Disposition: M Approval: RMW Referred To Agency: INS/OIA Component: INS Fee Case: N Civil Rights: N Priority: N Other Number: Consolidated Case Number: Remarks:

Relates to OIG 2001002553, Gadsden Hotel, et al.

Memo from AIG/I to Director Chase requesting consideration of OIA Audit of travel section at INS Finance Center, Dallas, Tx. and response within 60 days.

EXHIBIT 5



U.S. Department of Justice
Immigration and Naturalization Service
Office of Internal Audit

DEC 12 2001

ORIG:MR. BOHLINGER

425 I Street NW
Washington, DC 20536

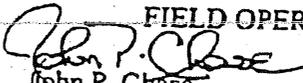
cc: MCGEE
FILE

DEC 12 2001

MEMORANDUM FOR GEORGE H. BOHLINGER III
EXECUTIVE ASSOCIATE COMMISSIONER
MANAGEMENT

MICHAEL A. PEARSON
EXECUTIVE ASSOCIATE COMMISSIONER
FIELD OPERATIONS

FROM:


John P. Chase
Director
Office of Internal Audit

SUBJECT: Procedural Reform Recommendation – Lodging During Detail Assignments

The purpose of this memorandum is to provide information regarding findings in several investigations of allegations of employee misconduct related to lodging arrangements and claims for reimbursement. The allegations were lodged primarily in areas in which there are a large number of detailed employees, such as at the Service's training academics or in long term, large scale enforcement operations. These findings have ethical and misconduct implications for individual employees, and highlight the agency's obligation to disseminate information to detailees and permanent staff in the location of the detail, in a manner that protects employees from inadvertently becoming involved in situations that represent violations. It is recommended that this information be reviewed with an eye toward correcting systemic weaknesses.

The information presented below is based upon prior and current investigations by the Office of Internal Audit (OIA) and the Office of Inspector General (OIG) into situations described below. Under each allegation is a discussion of the potential violation or ethical consideration.

Service employees coming to a detail assignment were put in contact with by other employees or learned of by word of mouth, local property management companies which provided lodging at a lower rate than the allowable daily lodging rate, and were issued receipts reflecting the full allowable amount. They then vouchered the full allowable daily lodging rate and were reimbursed.

This scenario, in which employees were issued a receipt which did not accurately reflect the amount they paid for lodging is a clear violation, which can subject the employee to criminal penalties (18 United States Code 287, False, Fictitious or Fraudulent Claims), or disciplinary or adverse action. Employees are authorized to claim up to the allotted lodging amount in a particular location. If they are not charged the full amount, they are not entitled to claim it.

Service employees coming to a detail assignment were put in contact with by other employees or learned of by word of mouth, a local commercial establishment or property management company which provided lodging at the full allowable daily lodging rate, but were given a "rebate" each day. These rebates took various forms depending upon the location: vouchers usable at hotel dining, bar and barber facilities; vouchers usable at local grocery stores; cash; and also a certain dollar amount per day that an employee could charge to their room for food and incidentals at the hotel. The rebate amount was not included in or deducted from the lodging rate in any of these situations.

(Handwritten signature)

In these scenarios, the rebate or credit falls into the category of promotional material received in conjunction with official travel from a commercial activity. This is not the equivalent of a hotel offering a continental breakfast or happy hour to all guests, built into the lodging rate, for which a federal traveler would not have to account. Title 41 of the Code of Federal Regulations (CFR) Section 101-25.103-2 states that, "All promotional materials, (e.g., bonus flights, reduced fare coupons, cash, merchandise, gifts, credits toward future free or reduced costs of services or goods, etc.) received by employees in conjunction with official travel and based on the purchase of a ticket or other services (e.g., car rental) are properly considered to be due the government and may not be retained by the employee. The Comptroller General of the United States has stated that employees are obligated to account for any gift, gratuity or benefit received from private sources incident to the performance of official duties (see Comp. Gen. Decision B-199656, July 15, 1981). When an employee receives promotional material, the employee shall accept the material on behalf of the United States and relinquish it to an appropriate agency official." If an employee uses a coupon or credit provided by a lodging establishment, they should adjust the Meals and Incidental Expenses (M&IE) claimed on their voucher accordingly (e.g., subtract the amount of the credit or value of the coupon per day from their M&IE claim).

Another alternative would be for management to negotiate a favorable market rate for lodging with the providers, and disallow gratuities up front. It is noted that the INS is not currently in compliance with 41 CFR 101-25.103-1, which states that federal agencies in a position to receive promotional materials shall establish internal procedures for the receipt and disposition of same.

Service employees rented rooms in private residences located for them by spouses of permanent academy or Sector employees. Additionally, some of the rental properties were owned by Service employees. In some cases, employees were charged the full allowable daily lodging rate, in others, they were charged less than the full daily rate, but were issued a receipt of the full rate amount.

- The spouses of permanent academy staff operated as "relocation" entities and provided lodging for incoming detail instructors. Some of the spouses were operating as an incorporated business entity, others were not and were simply issuing monthly lodging receipts under a fictitious business name. Some of the spouses paid a "finders fee" to staff who forwarded names of potential detailee renters to them.

While there is no prohibition against owning a rental property and renting to other employees (or through a rental company), some factors should be considered.

The first scenario, above, again represents a clear violation in the form of a false claim if the employee submits a voucher claiming the full allowable lodging rate. The issue of employee or spousal employment in the real estate business, and either locating or providing rental properties to other employees who come to the area on an official detail, has several ethical implications. If the rental business was not an ongoing concern before the details started, the employee could be construed to be profiting from knowledge related to their official duties (e.g., the number and identity of incoming detailees), a possible conflict of interest under 18 USC 208, prohibition against participating in matters affecting an employee's own financial interests (See also, 5 CFR Part 2635, Use of Nonpublic Information). Even if the rental business is managed by the spouse, the spousal relationship still equates it with an employee's own financial interests.

Evidence obtained in these investigations disclosed that employees who claimed there was an "arms length" relationship with their spouse's business in that the business was in the spouse's name only, actually engaged in showing properties to other employees, and served as intermediaries for messages about properties and rental payments. This confirmed that the situation reflected upon their own financial interests.

There may also be an inappropriate supervisor/subordinate relationship if a permanent supervisory employee (or spouse) is engaging in a financial transaction with someone under their supervision. The "finders fee" is inappropriately offered and accepted. Employees should not be profiting from information obtained by virtue of their official positions.

Service employees rented rooms in the private residences of permanent employees of a detail location, and were charged and issued a receipt for the full daily lodging rate, which they then claimed for reimbursement on a voucher.

Again, there is no prohibition against owning rental property and renting to other employees, however, the Federal Travel Regulations speak to the issue of rentals in one's primary residence.

EXHIBIT 6



HQFIN 80/9

John Chase

425 I Street, NW
Washington, DC 20536

2002

MEMORANDUM FOR ALL INS EMPLOYEES

FROM: Judy R. Harrison *Judy R. Harrison*
Assistant Commissioner
Office of Financial Management

SUBJECT: Frequently Asked Questions #18—Lodging During Temporary Duty Travel

This is the eighteenth in a series of frequently asked question messages from the Office of Financial Management concerning policy for travel. The topic of this memorandum is Lodging During Temporary Duty Travel (TDY). If you have further questions, please contact Tamara Echols at (202) 307-4617 or Kurt Snyder at (202) 616-9939.

Please note that the information contained in these messages does not supersede specific language in the Immigration and Naturalization Service's bargaining unit contracts. Rather, the provisions of these messages should be understood and applied in a manner consistent with the requirements of the applicable labor agreement, if any.

General Rules

1. QUESTION: What types of accommodations should I obtain while on official TDY?

ANSWER: Employees are encouraged to stay in conventional lodging facilities, such as commercial hotels, motels and lodges, that have been approved by the Federal Emergency Management Agency (FEMA) as "approved accommodations." For a list of FEMA approved hotels, you may visit www.policyworks.gov/travel or make your reservations through your local Travel Management Center (TMC). Reference: *Federal Travel Regulation (FTR) Section 301-11.11*

Memorandum for All Employees
Subject: Frequently Asked Questions about Temporary Duty Travel #18

Page 2

2. QUESTION: What if I choose to stay with a friend or relative?

ANSWER: Employees are permitted to stay with friends or relatives while on TDY. However, employees who rent from a place that is not commercially available to the public will not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount. Instead, reimbursement will be limited to additional costs your host incurs in accommodating you, (e.g., the rental of a cot or bed). The extra costs paid to the friend or relative for such items may be reimbursed to the employee but must be substantiated with proof, such as a bill or statement. Reference: *FTR Section 301-11.12*

If an employee stays in a room or house of an individual who is in the business of renting rooms to the public, then the employee renting the accommodations may be reimbursed for the rental costs. The rental cost should not exceed the amount charged to the general public and the maximum per diem rate allowed for that location.

3. QUESTION: What if the property owner or the property management offer or agree to provide a receipt for a higher amount than the amount actually paid?

ANSWER: An employee may not submit a claim that does not accurately reflect the amount paid for lodging. Submitting a claim for more than the amount actually incurred is a violation of the US Code (18 United States Code 287, False, Fictitious or Fraudulent Claims) and can subject the employee to criminal penalties, or disciplinary or adverse action. Employees are authorized to claim up to the allotted lodging amount in a particular location. If the employee is not charged the maximum lodging per diem amount, the employee is not entitled to claim it. Employees should ensure that the lodging receipt reflects the actual costs incurred, net of any cash rebates or similar credits.

4. QUESTION: What should I do with vouchers or credits that I receive while staying at a commercial lodging facility?

ANSWER: Pursuant to Section 1116 of the National Defense Authorization Act for Fiscal Year 2002, the General Services Administration has issued the following regulation: Any promotional benefits or materials received from a travel service provider (i.e., frequent flyer miles, upgrades, or access to carrier clubs or facilities, and coupons for discounted meals or services provided by the hotel) in connection with official travel may be retained for personal use, if such items are obtained under the same conditions as those offered to the general public and at no additional cost to the Government. Reference: *FTR 301-10 Amendment*

Date: 04/23/2002 11:01 AM

Sender: INS Broadcast

To: Karina Anchieta; Barbara Anderson; Diana L Anderson; George E Anderson; Peder A Anderson; Robert Anderson; Ross S Anderson; Ross TDY Anderson; Stuart Anderson; Kurt O Andolsun; Sharon Andrade; Thomas Andreotta; Brian Andrews; Chonlatit Andrews; Jim R Andrus; John J Andrzejewski; Jackie Angelelli; Jerald Angell; Franca B Angelucci; Karen S Angelucci; Reemployed Annuitants; Jacob A Antoninis; Gabriel Anwar; Vicki L Apodaca; Ermin Apolinario; Myriam Aponte; Gregory J Archambeault; Carlos W Archuleta; Karlee Arey; Jeannette C Armell; Daniel D Armendariz; Rose-Marie Armstrong; Sue E Armstrong; Jill Arndt; Kurt R Arneson; Paul Arnold; Norma A Arocho; Ismael Arreola; Mario Arreola; Susan K Arroyo; James K Arthur; Paul S Arthur; Larry G Arthurs; Octavio Arvizu; Kwabena Asamoah; Weekly Report ASC; Robert A Aserkoff; Jennifer L Ash; Earl L Ashton

Priority: Normal

Subject: Frequently Asked Questions #18-Lodging During Temporary Duty

Forwarded on behalf of: Office of Financial Management

MEMORANDUM FOR ALL INS EMPLOYEES

FROM: Judy R. Harrison
Assistant Commissioner
Office of Financial Management

SUBJECT: Frequently Asked Questions #18-Lodging During Temporary
Duty Travel

This is the eighteenth in a series of frequently asked question messages from the Office of Financial Management concerning policy for travel. The topic of this memorandum is Lodging During Temporary Duty Travel (TDY). If you have further questions, please contact Tamara Echols at (202) 307-4617 or Kurt Snyder at (202) 616-9939.

Please note that the information contained in these messages does not supersede specific language in the Immigration and Naturalization Service's bargaining unit contracts. Rather, the provisions of these messages should be understood and applied in a manner consistent with the requirements of the applicable labor agreement, if any.

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Federal Travel Regulation (FTR) Section 301-11.11

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ANSWER: Employees are permitted to stay with friends or relatives while on TDY. However, employees who rent from a place that is not commercially available to the public will not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount. Instead, reimbursement

will be limited to additional costs your host incurs in accommodating you, (e.g., the rental of a cot or bed). The extra costs paid to the friend or relative for such items may be reimbursed to the employee but must be substantiated with proof, such as a bill or statement.

Reference: FTR Section 301-11.12

If an employee stays in a room or house of an individual who is in the business of renting rooms to the public, then the employee renting the accommodations may be reimbursed for the rental costs. The rental cost should not exceed the amount charged to the general public and the maximum per diem rate allowed for that location.

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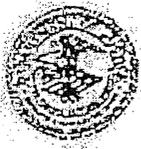
ANSWER: An employee may not submit a claim that does not accurately reflect the amount paid for lodging. Submitting a claim for more than the amount actually incurred is a violation of the US Code (18 United States Code 287, False, Fictitious or Fraudulent Claims) and can subject the employee to criminal penalties, or disciplinary or adverse action. Employees are authorized to claim up to the allotted lodging amount in a particular location. If the employee is not charged the maximum lodging per diem amount, the employee is not entitled to claim it. Employees should ensure that the lodging receipt reflects the actual costs incurred, net of any cash rebates or similar credits.

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Reference: FTR 301-10 Amendment 104

EXHIBIT 7



U.S. Department of Justice
Immigration and Naturalization Service
U.S. Border Patrol

TCA 100/5.7-C

Office of the Chief Patrol Agent

1970 W. Ajo Way
Tucson, Arizona 85713
(520) 670-6871

April 25, 2002

MEMORANDUM FOR GUSTAVO DE LA VINA
CHIEF, U.S. BORDER PATROL
WASHINGTON, DC

FROM: David V. Aguilar
Chief Patrol Agent
Tucson Sector

SUBJECT: Local Actions Taken on Allegations

The following information is being forwarded as a means of updating your office on certain specific actions taken by Tucson Sector on the allegations of impropriety on the part of Agents detailed into the Tucson Sector. The matter is currently being investigated by the Office of Inspector General and the INS Office of Internal Audit and was discussed by Office of Internal Audit Director John Chase at the Chief Patrol Agent breakout session on April 16th.

The allegations of improprieties related to housing rentals by Border Patrol Agents detailed into the Douglas Station were first received on May 8, 2001 by APAIC Norma King. APAIC King notified the Office of Inspector General and Tucson Sector Headquarters by way of memorandum on the same day.

Douglas Station

All incoming details are addressed by Supervisory Border Patrol Agent personnel at the time of their arrival and scheduling into the station rotations. Commencing with the May 20, 2001 detail rotation, the issue of improprieties relating to housing/rentals has been addressed. It has been made clear that an employee should not submit a claim that does not accurately reflect the amount paid for lodging. This procedure has been followed through the last detail rotation into the Douglas Station that ended on April 21, 2002.

MEMORANDUM TO GUSTAVO DE LA VINA, CHIEF
Subject: Local Actions Taken on Allegations

Page 2

Naco Station

The Naco Station received 10 detailers commencing February 11, 2001. The Naco Station has included the same housing/rental specific briefing and cautions since November 8, 2001. Naco continued this type of briefing through the last rotation that occurred on March 23, 2002.

Casa Grande - Tucson - Ajo Stations

The Casa Grande, Tucson, and Ajo Stations are currently receiving detailers as an augmentation to their West Desert operations. The detailers all receive the same type of briefing relative to housing/rental concerns.

EXHIBIT 8



U.S. Department of Justice
Immigration and Naturalization Service
U. S. Border Patrol
Office of the Chief Patrol Agent
San Diego Sector

SDC 50/1

2411 Boswell Road
Chula Vista, California 91914-3519

April 24, 2002

MEMORANDUM FOR SECTOR STAFF
PATROL AGENTS IN CHARGE,
SUPERVISORY SPECIAL AGENTS
ENFORCEMENT DEPARTMENT HEADS
ALL AGENTS
SAN DIEGO SECTOR

FROM: William T. Veal *William T. Veal*
Chief Patrol Agent

SUBJECT: Ethical Issues Involving Travel Vouchers

..... The Service has recently experienced a significant increase in travel voucher problems, ranging from simple mistakes to ethical violations to fraud warranting criminal prosecution. Since the San Diego Sector frequently details employees to other Sectors and to the Academics, all employees are reminded of the following provisions of the Federal Travel Regulations regarding reimbursement for lodging in particular.

Reimbursement for lodging must be based on actual cost. Receipts are required for reimbursement of all lodging expenses, and receipts must accurately reflect the amount actually paid for lodging costs. It is unacceptable to submit a claim using a receipt which reflects a higher amount than actually paid for lodging. The cost of lodging, excluding tax, may be reimbursed if it does not exceed the maximum lodging amount prescribed by the applicable per diem rate. Employees are encouraged to present hotels with tax exempt forms whenever possible; however, taxes on lodging may be reimbursed as a miscellaneous expense.

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→ SAN DIEGO

002/003



US Department of Justice
Immigration and Naturalization Service

HQFIN 80/9

2002 APR 23 AM 11:54

Judith R. Harrison

425 I Street, NW
Washington, DC 20536

2002

MEMORANDUM FOR ALL INS EMPLOYEES

FROM: Judy R. Harrison *Judy R. Harrison*
Assistant Commissioner
Office of Financial Management

SUBJECT: Frequently Asked Questions #18—Lodging During Temporary Duty Travel

This is the eighteenth in a series of frequently asked question messages from the Office of Financial Management concerning policy for travel. The topic of this memorandum is Lodging During Temporary Duty Travel (TDY). If you have further questions, please contact Tamara Echols at (202) 307-4617 or Kurt Snyder at (202) 616-9939.

Please note that the information contained in these messages does not supersede specific language in the Immigration and Naturalization Service's bargaining unit contracts. Rather, the provisions of these messages should be understood and applied in a manner consistent with the requirements of the applicable labor agreement, if any.

General Rules

1. QUESTION: What types of accommodations should I obtain while on official TDY?

ANSWER: Employees are encouraged to stay in conventional lodging facilities, such as commercial hotels, motels and lodges, that have been approved by the Federal Emergency Management Agency (FEMA) as "approved accommodations." For a list of FEMA approved hotels, you may visit www.policyworks.gov/travel or make your reservations through your local Travel Management Center (TMC). Reference: *Federal Travel Regulation (FTR) Section 301-11.11*

05/22/02 10:43 FAX 2025143478

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→ SAN DIEGO

003/003

Memorandum for All Employees
Subject: Frequently Asked Questions about Temporary Duty Travel #18

Page 2

2. QUESTION: What if I choose to stay with a friend or relative?

ANSWER: Employees are permitted to stay with friends or relatives while on TDY. However, employees who rent from a place that is not commercially available to the public will not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount. Instead, reimbursement will be limited to additional costs your host incurs in accommodating you, (e.g., the rental of a cot or bed). The extra costs paid to the friend or relative for such items may be reimbursed to the employee but must be substantiated with proof, such as a bill or statement. Reference: *FTR Section 301-11.12*

If an employee stays in a room or house of an individual who is in the business of renting rooms to the public, then the employee renting the accommodations may be reimbursed for the rental costs. The rental cost should not exceed the amount charged to the general public and the maximum per diem rate allowed for that location.

3. QUESTION: What if the property owner or the property management officer or agree to provide a receipt for a higher amount than the amount actually paid?

ANSWER: An employee may not submit a claim that does not accurately reflect the amount paid for lodging. Submitting a claim for more than the amount actually incurred is a violation of the US Code (18 United States Code 287, False, Fictitious or Fraudulent Claims) and can subject the employee to criminal penalties, or disciplinary or adverse action. Employees are authorized to claim up to the allotted lodging amount in a particular location. If the employee is not charged the maximum lodging per diem amount, the employee is not entitled to claim it. Employees should ensure that the lodging receipt reflects the actual costs incurred, net of any cash rebates or similar credits.

4. QUESTION: What should I do with vouchers or credits that I receive while staying at a commercial lodging facility?

ANSWER: Pursuant to Section 1116 of the National Defense Authorization Act for Fiscal Year 2002, the General Services Administration has issued the following regulation: Any promotional benefits or materials received from a travel service provider (i.e., frequent flyer miles, upgrades, or access to carrier clubs or facilities, and coupons for discounted meals or services provided by the hotel) in connection with official travel may be retained for personal use, if such items are obtained under the same conditions as those offered to the general public and at no additional cost to the Government. Reference: *FTR 301-10 Amendment*

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EXHIBIT 9



U.S. Department of Justice
Immigration and Naturalization Service

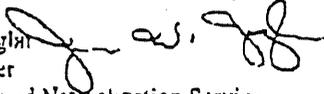
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Office of the Commissioner

225 / Street NW
Washington, DC 20536

SEP 05 2002

MEMORANDUM FOR ALL EMPLOYEES

FROM: James W. Ziglar 
Commissioner
Immigration and Naturalization Service

SUBJECT: Claiming Expenses for Official Travel

It has come to my attention that a few Immigration and Naturalization Service (INS) employees have allegedly submitted claims for travel expenses that they did not incur. The allegations are being investigated and anyone found to have made or been party to such claims should expect severe disciplinary action and/or criminal penalties. Submitting false travel claims has ethical and misconduct implications for individual employees and will not be tolerated at the INS.

The allegations currently under investigation indicate that certain employees have participated in offers with lodging establishments to obtain receipts stating that the maximum lodging rate allowable for that location was paid when, in fact, a lesser rate was paid. Filing a voucher that claims a higher amount than actually paid is a false, fictitious, or fraudulent claim against the Federal Government. In locations with a large number of detailed Government employees, local merchants may approach employees with special offers or enticements to obtain Government business. While many such offers or enticements are legitimate and provide value to the Government, it is the responsibility of employees to avoid arrangements designed to enable them to claim travel expenses not actually incurred.

I know that most INS employees are honest and law abiding when filing their travel vouchers. However, please know that we intend to identify those individuals who file fraudulent claims and deal with them appropriately.

It is essential to always follow the Federal Travel Regulation in incurring official travel expenses and in filing claims for reimbursement of those expenses. If you do not know whether certain expenses are allowable, contact your local administrative officer or the Travel Management Section of the Office of Financial Management at (202) 616-9939.

EXHIBIT 10

MEMORANDUM

September 1, 1998

TO: Heads of Department Components

/s/

FROM: Stephen R. Colgate
Assistant Attorney General
for Administration

SUBJECT: Revised Policy Guidelines for Authorizing and
Administering Extended Travel Assignments

Attached are policy guidelines for authorizing and administering extended travel assignments. Since my issuance of guidance on March 3, 1997, the Taxpayer Relief Act of 1997 was enacted, rendering as non-taxable, extended travel assignments of the Department's investigators, prosecutors, and support personnel. Extended assignments for other program or administrative purposes may still be taxable under the Internal Revenue Code. The attached guidelines address the issue of taxability of such assignments.

These guidelines were developed to assist components in interpreting and implementing the federal and Department of Justice Travel Regulations, and to achieve greater consistency within the Department in managing extended travel assignments.

If you have any questions concerning these policies, please call James E. Williams, Director, Finance Staff, on (202) 616-5800.

Attachments

POLICY GUIDELINES FOR EXTENDED TRAVEL ASSIGNMENTS

September 1, 1998

Law and Regulations

The current statutory and regulatory requirements are as follows:

1. When travel to a single location is expected to last for an extended period, per diem should be reduced if the employee is able to obtain lodgings at a weekly or monthly rate that is less than the maximum allowable. [Federal Travel Regulation, 41 CFR § 301-7.12(b)]
2. When travel to a single location is expected to be prolonged or indefinite, consideration should be given to transferring the employee to the new location. [Supplement to Order DOJ 2200.11D, § 301-1.7]
3. Generally, when travel to a single location is expected to ~~exceed or actually exceeds~~ one year, certain reimbursements constitute taxable income to the employee. [26 U.S.C. §162(a)]
4. Travel which is certified as being for the purpose of investigation or prosecution of a federal crime is excepted from taxation under 26 U.S.C. § 162(a). The exception was enacted by The Taxpayer Relief Act of 1997, Pub. L. No. 105-34, § 1204,

Policy Guidelines

The following are the policy guidelines of the Department which apply to all components. In each instance of extended travel assignments in excess of 90 days, a Memorandum of Understanding (MOU) must be executed between the employee, the official authorizing the assignment, and an official at the temporary duty site in accordance with item #6 below.

1. Extended Travel Defined: Extended travel is travel to a single location which exceeds 30 days.
2. Reduced per diem. When a travel assignment is expected to last more than 30 days and where it is possible to secure lodging and meals at less than the maximum allowable by travel regulations, total per diem, consisting of lodging

plus the M&IE allowance, should be reduced to a level of no more than 75 percent of the maximum allowable for temporary duty travel.

For an assignment that will last more than 90 days, per diem must be so reduced. Normally, per diem will be reduced well below the 75 percent level. Absent extenuating circumstances, the 75 percent level is the ceiling. There is no minimum entitlement. The actual amount authorized should approximate the employee's actual expenses. At the discretion of the authorizing officer, full per diem may be allowed for the first 30 days of an assignment that will last more than 90 days, to afford the detailed employee the opportunity to obtain lower cost lodging and meals.

Exceptions authorizing in excess of 75 percent of the maximum per diem must be approved by the Component Head or the Component Head's Principal Deputy, or other official delegated such authority by either the Component Head or his or her Principal Deputy.

As an example, consider a detail to Washington, DC. The per diem for Washington, DC is \$124 per night for lodging plus \$38 per day for M&IE. The maximum allowable for 30 days is \$4,860. Seventy-five percent of that amount is \$3,645, consisting of \$2,790 for lodging plus \$855 for M&IE. The \$3,645 establishes a ceiling.

	<u>Maximum</u>	<u>75%</u>
Lodging	$\$124 \times 30 = \$3,720$	$\$2,790$
M&IE	$38 \times 30 = \underline{1,140}$	<u>855</u>
Total	$\$4,860$	$\$3,645$

Often, when lodging is secured on a monthly basis, the cost will be lower than 75 percent of the lodging allowance times 30 nights. For example, if an employee on an extended assignment in Washington obtains lodging for \$1,700 per month, a total per diem of \$2,555--53 percent of the maximum allowance--would be appropriate for a flat monthly rate. The actual rate to be allowed must be determined in each case, based on the expenses the detailed employee is anticipated to incur.

Other Expenses Considered. If the employee were to demonstrate the necessity to incur additional reasonable costs to maintain dual residences while on temporary duty, those additional costs may be considered in setting the

lodging allowance. In this example, if an employee were to demonstrate an additional \$100 in reasonable costs that are directly related to the temporary duty assignment, then the total allowance could be set at \$2,655 as a flat monthly rate. That amount, approximately 55 percent of the maximum, would consist of the actual cost of lodging plus \$100 for the additional costs relating to the primary residence and 75 percent of the M&IE allowance.

3. **Return Trips Home.** There is no regulatory limit to the number of trips an employee may be required to make for official purposes. When an employee is on an extended travel assignment, return trips to the employee's place of abode may be authorized based on a determination that it is advantageous to the government. Such trips, paid for by the government, should not be authorized more frequently than twice per month, based on length of the assignment and other particulars of the individual assignment. Fewer trips may be authorized. More frequent return trips home require special approval by the Component Head or his or her Principal Deputy, or other official delegated such authority by either the Component Head or his or her Principal Deputy, unless it is cost effective to authorize more frequent trips.

A specific case-by-case cost analysis is not required to conclude that the costs of periodic weekend return travel (including the costs of potential overtime, if applicable) are outweighed by the savings in terms of per diem, increased employee efficiency and productivity, as well as reduced costs of recruitment and retention of employees.

4. **Effect of Leave and other Official Travel on Reimbursement.**
When a detailed employee is on leave, or while away from the extended assignment on a return trip home, or away for official travel to a different temporary duty location, the reduced per diem will be further reduced by the daily M&IE allowance used to calculate the reduced per diem times the number of days the employee is away from the extended assignment location. When the employee is on official travel, per diem shall be paid for the location of that temporary duty. Only the M&IE portion of per diem paid at the extended assignment is not paid when the employee is away from the extended assignment location: all other expenses will continue to be paid in accordance with the extended travel authorization. If lodging for the extended

travel assignment had been on an actual basis rather than part of reduced per diem, it too could not be paid when temporary duty travel away from that location is authorized.

5. Relocation option. When it is known at the outset of an extended assignment, or when it becomes known that it will last for a year or more, the transfer option should be considered. A cost comparison need not be the sole basis for the transfer decision. Other factors, including but not limited to, personnel management, employee efficiency and productivity, short and long term program goals and strategies should be considered. After March 22, 1997, temporary relocations with limited reimbursements to employees may be authorized, in accordance with the Federal Employee Travel Reform Act of 1996 and implementing regulations to be issued by the General Services Administration.
6. Taxability of Lodging and Meal Allowances. The following applies to extended travel assignments, except for travel assignments which have been certified as being in direct support of investigation and prosecution of civil and criminal matters. When extended assignments exceed one year or when it is reasonably expected that the assignment will exceed one year, reimbursements (or payments made by the agency on behalf of the employee) for lodging and M&IE will constitute taxable income to the employee. Reimbursements for lodging and M&IE will constitute taxable income to the employee from the point that the reasonable expectation arises that the extended assignment will exceed one year.

Even though the term of the assignment may be difficult to determine at the beginning, the MOU must state an expectation of the term of the assignment.

The taxable payments/reimbursements are subject to federal, state, and local income tax withholding, FICA withholding (as appropriate), and Medicare withholding.

To reduce the number of instances in which it is necessary to tax employees for their travel reimbursements, the Department's policy is that per diem payments will not extend beyond one year, unless approved by the Component Head or his or her Principal Deputy or other official delegated such authority by either the Component Head or his

or her Principal Deputy.

7. **Exception to Taxation - Investigation and Prosecution.** The Taxpayer Relief Act of 1997, Pub. L. No. 105-34, § 1204, excepts from the 1-year limitation on travel deductions under § 162 (a) of the Internal Revenue Code, any federal employee during any period for which such employee is certified by the Attorney General (or designee thereof) as traveling on behalf of the United States in a temporary duty status to investigate, or provide support services for the investigation of a federal crime. The Internal Revenue Service has interpreted this provision to also include travel to prosecute a federal crime. Accordingly, any extended travel assignments which have been certified as such, are not taxable. The Attorney General has delegated to the Assistant Attorney General for Administration, the authority to certify employees as traveling on behalf of the United States to investigate, litigate, or prosecute federal crimes. This certification is only necessary when the travel would otherwise be taxable as described in paragraph 6.
8. **Receipts Not Required.** When extended travel allowances have been authorized in accordance with these policies and have been documented through the required Memorandum of Understanding demonstrating the appropriate per diem reductions, the per diem rate payable on the payment voucher will be paid without receipts normally provided by the employee. (See 41 CFR § 301-7.12.)
9. **Memorandum of Understanding (MOU).** In each instance of extended travel assignments in excess of 90 days, an MOU must be executed between the employee, the official authorizing the assignment, and a senior official at the temporary duty site, (so that allowances may be monitored for equity among all DOJ employees at that location), and must specify all elements of reimbursement and conditions affecting those elements, as follows:
 - a. **Dates.** The MOU must state a beginning date and an expected ending date. The term of the MOU generally may not exceed one year; therefore, all MOUs must be renewed no less frequently than annually.

- b. **Cost.** MOUs must include the amount of per diem to be paid, demonstrating appropriate reduction and approvals in accordance with Department policy. The per diem authorized should always state separately, the lodging and the M&IE, even when the total per diem has been reduced in accordance with paragraph 2.
- c. **Residence.** The MOU must require the employee to certify whether or not he or she intends to maintain a personal abode in a real and substantial sense at the permanent duty station. The MOU must also require the employee to notify his or her supervisor if at some point during the assignment, the personal abode at the official duty station is no longer maintained, or has been changed in a substantial manner to reduce living expenses. The MOU must also require that the employee notify his or her supervisor of any change in the cost of lodging at the temporary duty location. Management should review such changes in expenses to determine whether any adjustment in the lodging allowance is necessary.
- d. **Return Trips Home.** The MOU must specify the frequency of return trips home that will be reimbursed by the Government, excluding trips required for official duty for purposes relating to the extended assignment or for other purposes.
- e. **Taxability.** The MOU must state whether or not any payments on behalf of, or reimbursements to, the employee are to be considered taxable income to the employee. Unless excepted under paragraph 6., MOUs for assignments expected to exceed one year must contain a specific provision that all per diem reimbursements are taxable income to the employee.

U.S. Department of Justice
Office of the Inspector General

An Investigation of Travel Reimbursements in Connection with the INS's Operation Safeguard



December 2002
Office of the Inspector General

EXECUTIVE SUMMARY

I. Introduction

In 1999, Operation "Safeguard 99" (hereinafter referred to as Operation Safeguard) was established in the Tucson Border Patrol Sector as part of the Immigration and Naturalization Service's (INS) National Strategy to secure control of the southwest border. This Tucson Sector initiative was first launched in 1994, on a much smaller basis, as Operation "Safeguard 1994." Similar operations to control illegal crossings in other Border Patrol sectors, such as in the El Paso and San Diego sectors, eventually shifted the flow of illegal crossing into the Tucson Sector's area of operations. Therefore, as part of Operation Safeguard 99, many Border Patrol resources were redirected in 1999 to support the Tucson Sector's prevention and interdiction efforts.

As a result, since 1999 the INS has detailed thousands of agents and other personnel to the Tucson Sector, and to Douglas, Arizona in particular, to participate in the operation. The number of Border Patrol agents (BPA) who were detailed to the Tucson Sector varied from month to month, but averaged approximately 100 per month.

The rapid increase of BPAs in southern Arizona presented a significant stimulus to that economy, and local lodging providers welcomed the increased business. Despite the large number of Border Patrol agents requiring lodging on a regular basis, however, the INS did not seek to negotiate, as an agency, a competitive lodging rate with area hotels and apartment complexes. Rather, the detailed BPAs were left on their own to secure whatever lodging arrangements they could find.

In an effort to obtain and ultimately retain the agents' business, many local lodging providers offered special incentives for the agents to rent lodging from them. These incentives included food vouchers, credits at restaurants, complimentary meals, gym memberships, and in some cases cash rebates. Until after the complaints that were the basis for this investigation arose, however, INS management did not provide policy or ethical guidance to its employees concerning the incentives that the lodging providers offered. In our investigations, we also found that in some cases supervisory Border Patrol agents rented rooms in their homes to other agents or purchased rental properties to rent to agents.

Two Border Patrol agents who were permanently assigned to the Douglas Border Patrol Station reported allegations of misconduct regarding these lodging benefits to United States Congressman Jim Kolbe, whose district covers the Douglas area. The allegations concerned four areas: 1) that some detailed Border Patrol agents had committed

travel voucher fraud in connection with the lodging benefits; 2) that Supervisory Border Patrol Agents had rented properties to subordinate agents; 3) that an INS Office of Internal Audit (OIA) agent, who the INS had assigned to investigate these allegations, had refused to adequately pursue the matter; 4) and that Border Patrol managers in the Tucson Sector retaliated against the complainants for reporting the allegations.

In September 2001, Congressman Kolbe requested that the Department of Justice's Office of the Inspector General (OIG) investigate the complainants' allegations and the circumstances surrounding the detailing of agents in support of Operation Safeguard. He further asked that the OIG examine the types and legality of the incentives that the lodging providers offered to those agents.

In response to these complaints, the OIG opened this investigation. This report summarizes our findings.

II. The Scope of the OIG Investigation

To investigate these allegations, we initially obtained a listing from the INS Western Region identifying all employees who were detailed to Operation Safeguard. We then requested that INS locate and provide copies of all available travel vouchers submitted by those employees who were detailed to the Tucson Sector during Fiscal Years 2000 and 2001.¹ (Our request is included as Exhibit 1.) Thereafter, we obtained and audited 3045 travel vouchers from the INS Finance Center in Dallas, Texas for Fiscal Years 2000 and 2001 covering those individuals who were detailed to all Tucson Sector Border Patrol stations in support of Operation Safeguard.²

We analyzed and inputted the information contained in these 3045 vouchers into an OIG database. From these vouchers, we determined that 1,436 INS employees were detailed to the Tucson Sector in support of Operation Safeguard during Fiscal Years 2000 and 2001. In addition, we identified 250 lodging providers where detailed INS employees stayed during this period.

Through OIG subpoenas, we obtained lodging receipts and rental contract records from the largest lodging providers. We also reviewed records maintained at the Cochise County Tax Assessor and Recorder's

¹ Our review covered vouchers during the period from October 1, 1999 to September 30, 2001. Because we received the allegations in 2001, we decided to focus our review on the two-year period prior to Congressman Kolbe's request to the OIG.

² We believe that the INS's Tucson Sector cooperated fully with our review. It provided access to records and facilitated our interviews of key witnesses. Similarly, the San Diego Sector, from where the bulk of the agents had been detailed, also greatly assisted us in this investigation.

Offices to ascertain the ownership of rental properties. In addition, we reviewed INS documents relating to Operation Safeguard as well as receipts lodging providers maintained in the course of their rental businesses.

We conducted many interviews in connection with this investigation. In total, the OIG interviewed more than 100 BPAs, including agents who were detailed to the Tucson Sector, many of their supervisors, and Border Patrol management officials. The OIG also interviewed the INS's Office of Internal Audit (OIA) agent who conducted the INS's original investigation into the allegations, as well as his supervisors.

In addition, we interviewed 14 lodging providers who provided much of the lodging to the detailed Border Patrol agents in the Douglas and Sierra Vista, Arizona areas.³ Due to the large number of lodging providers, we submitted a questionnaire to 70 providers, representing a sample of the remaining lodging providers who we did not interview. In addition, the OIG identified and interviewed seven INS employees or spouses of INS employees who provided lodging for detailed agents.

We presented the results of our investigation, including the potential violations of law, to the U.S. Attorney's Office in Tucson and to the Public Integrity Section of the Department of Justice's Criminal Division for prosecutive decisions. In most cases, they declined criminal prosecution. However, the OIG continues to work with the Tucson U.S. Attorney's Office and the Internal Revenue Service on several allegations that could lead to prosecution of INS employees for fraud, false statements, or tax evasion violations.

The OIG's Office of General Counsel (OGC), in consultation with INS's Ethics Officer and the General Service Administration, prepared a legal opinion regarding acceptance of the various incentives that the lodging providers offered to renters. That memorandum is included as Exhibit 2.

During the two-year period we reviewed, it appeared that 114 travel voucher claims were erroneously overpaid, by a total of approximately \$16,000. Our review also revealed that there appeared to be little oversight of the voucher approval process or questions raised concerning the amounts claimed. We referred this issue to INS OIA for consideration of an internal audit of that area. We also referred other BPAs' travel vouchers that were identified as indicating possible fraud to INS OIA for follow-up and any corrective action.

³ Sierra Vista is 51 miles northwest of Douglas. Both are located in Cochise County.

The following sections describe the results of our investigation. We first offer an overview of Operation Safeguard, its purpose and implementation strategy, its proposed duration of activity, and the need for increased detailing of agents to the Douglas area. We then describe benefits provided by various lodging providers in the Douglas area to the detailed Border Patrol agents. Next, we describe the issues concerning the rental by supervisory Border Patrol agents to the detailed agents. We then briefly discuss the allegations of retaliation against the complainants who raised these complaints. Finally, we provide our conclusions and recommendations.

III. Background

A. Operation Safeguard 99

In October 1993, Silvestre Reyes, who was then the Chief of the El Paso Border Patrol Sector, initiated Operation Hold the Line in the El Paso Sector. This program deployed numerous Border Patrol personnel along the border in an effort to significantly reduce illegal border crossings in the area.

Drawing on the El Paso initiative, in August 1994 the Attorney General and then-INS Commissioner Doris Meissner agreed to establish a border enforcement program called the National Border Strategy. This was a multi-phase, multi-year enforcement strategy designed to secure control along the southwest border. The strategy changed the Border Patrol's emphasis on apprehending illegal entrants to an emphasis on preventing their crossing the border in the first place. As part of the new strategy, the Border Patrol staged many agents in fixed positions along the border. The Border Patrol also directed attention to the points of entry into the United States, the primary staging areas, and the egress away from the border once illegal entry was made. The strategy was designed to shift crossings to remoter areas where it was harder to cross, thereby deterring crossing in total.

In October 1994, the San Diego Sector initiated Operation Gatekeeper as part of the new strategy. In August 1997, Operation Rio Grande was initiated in the McAllen Sector. In each of these operations, the Border Patrol augmented the sector's resources by detailing into the sector agents and personnel from other areas.

In January 1999, Operation "Safeguard 99" was established in the Tucson Sector. Although originally formed in 1994 at a much smaller

level,⁴ the operation was expanded in 1999 to strengthen Tucson Sector's enforcement operations.

The Tucson Sector is composed of eight stations – Ajo, Casa Grande, Douglas, Naco, Nogales, Sonoita, Tucson, and Willcox. The sector extends across 261 miles of Arizona's southern border, from the eastern edge of Yuma County, Arizona to New Mexico. The Tucson Sector separated its geographic area into three priority target quadrants – Nogales, Douglas, and Ajo and the western desert.

Based on the historically high volume of illegal crossers, Phase I of Operation Safeguard 99 focused on the Nogales area. The INS formed deterrence units, tactical interdiction units, tactical response units, operation disruption units and immigration checkpoints along various roadways leading from the border. The success of the INS's strategy involved (1) gaining control of the area, (2) maintaining control of the area, and (3) expanding to other areas as the illegal flow of entry shifted.

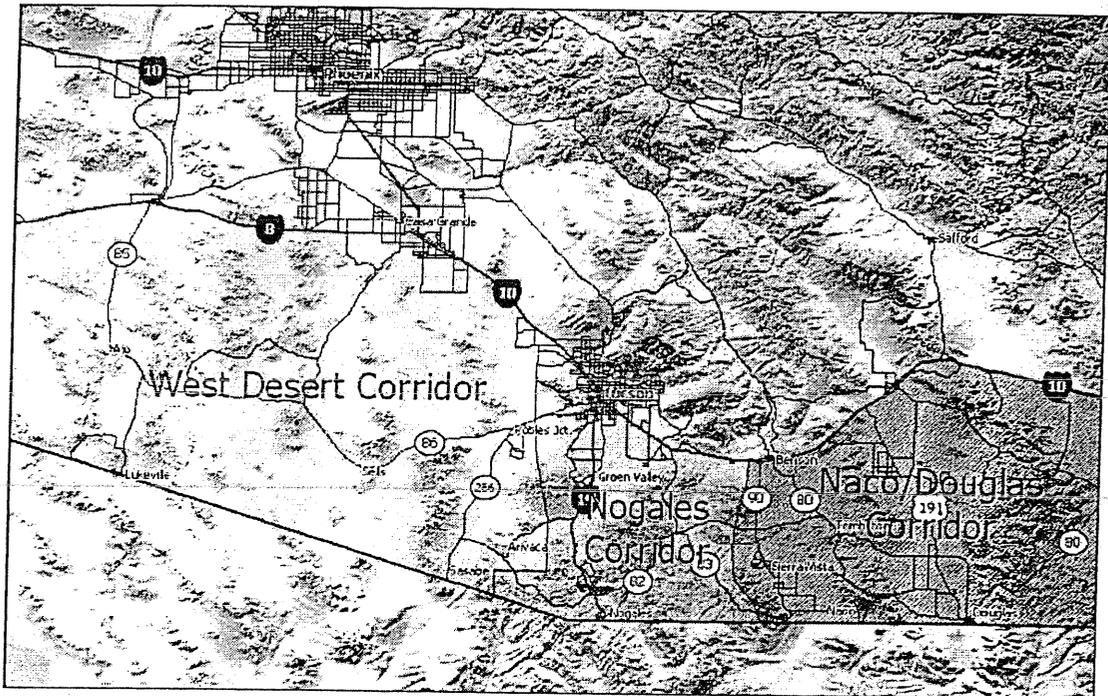
As noted above, this strategy was a resource-intensive effort, requiring many additional Border Patrol personnel. Because Border Patrol employees do not sign Mobility Agreements obligating them to accept reassignments based on the needs of the Border Patrol, management was unable to involuntarily transfer agents from other sectors to the Tucson Sector. Instead, agents from other sectors were detailed for temporary assignment, normally for 30 days, but in many cases for much longer periods.

When Operation Safeguard 99 commenced in the beginning of 1999, the Nogales Station had a permanent staff of 80 agents. A significant number of personnel, equipment and resources were detailed from the INS's Western Region, primarily from the San Diego Sector, to the Tucson Sector. The Resource Support section of Operation Safeguard 99's plan called for 125 INS employees to be detailed to the Tucson Sector each month.

As part of Operation Safeguard 99, the Western Region drew on the San Diego Sector's resources because that sector had gained and maintained control of its area of operations. In May 1999, approximately 50 agents were detailed to the Nogales Station on a monthly basis. As the operation expanded, additional resources were sent to that area.

⁴ Between 1994 and 1999, enhanced enforcement operations in the INS San Diego and El Centro, California Sectors caused illegal entrance patterns and smuggling operations to shift from southern California into Arizona. As a result, Operation Safeguard 99 greatly expanded the scope of the INS operations that Operation Safeguard had begun five years earlier.

Toward the end of calendar year 1999, Tucson Sector management believed that it had gained an acceptable amount of control within the Nogales area. It therefore shifted its attention to the Naco/Douglas corridor.



In January 2000, the Tucson Sector began Phase II of Operation Safeguard 99 at the Douglas Station. At the time, approximately 350 agents were permanently assigned to that station, due to an increase in the hiring of BPAs. In addition, approximately 100 agents each month were detailed to the Douglas Station.

As the Tucson Sector determined that it had an acceptable degree of control of Naco/Douglas corridor, Phase III was established in the Ajo and western desert area, which encompasses 120 miles of the border. This began in June 2001 and increased in the summer of 2002.

Like other sectors' operations in support of the INS's National Strategy, Operation Safeguard 99's proposed duration was contingent upon the Tucson Sector obtaining an acceptable degree of control of illegal immigration within its sphere of operation. Therefore, its plan did not set a timetable for its eventual termination, and Operation Safeguard is continuing.

B. Selection of agents and handling of travel arrangements

The Tucson Sector in concert with the Western Region determined the number of personnel and amount of resources that were needed to continue the operation. In the overwhelming majority of cases, the Western Region required the San Diego Border Patrol Sector to identify its personnel for detail to the Tucson Sector.

The San Diego Sector, in agreement with the National Border Patrol Council, formed "Detail Management Teams" (DMT) at its stations. The DMTs, which included union officials, selected personnel from their stations to be detailed to Tucson. The selection criteria included seniority, entry of duty dates, previous details, and training. Some agents told us that they "volunteered" for their otherwise mandated detail to the Tucson Sector. There appeared to be little input from station management about who was selected or the length of their detail.

Normally, the agent's detail to the Tucson Sector was for 30 days. However, agents were often detailed from their permanent stations to the Tucson Sector for longer periods of time, some for more than a year. In fact, we found instances where agents moved out of their permanent homes, placed their personal effects in storage, and purchased homes in the Douglas area.

The agents were normally given advance notice ranging from two days to one month of their detail. The degree of preparation the agents received prior to their detail varied. Some stations supplied an extensive information packet to agents prior to departure, containing such information as the names of hotels and apartments in the areas, a travel order and voucher checklist for preparing a voucher using the INS's Travel Manager computer program, as well as other materials. Some agents recall seeing pamphlets posted on their stations' bulletin boards advertising lodging that was available in the Douglas area. Other stations simply informed the agents that they had to report to a particular station in the Tucson Sector and left the logistics to those agents.

Most agents told us that they were left on their own to make lodging arrangements. We found that agents who were on their first detail to Douglas and were searching for housing often relied upon the advice of other agents who had preceded them.

In the beginning of the Douglas phase, the agents stayed primarily at the Gadsden Hotel, the largest commercial provider in the Douglas area. The Gadsden Hotel also offered a "meal voucher" program (described below), which made it attractive to stay there. Over time,

other commercial and private lodging facilities in the Douglas and Sierra Vista areas began offering other programs as an incentive to attract Border Patrol lodgers.

Upon arrival at the Douglas Station, the agents were given an area orientation briefing. Agents who we interviewed stated that some lodging providers handed out flyers and other promotional materials to the agents during their breaks. Those activities occurred outside the building where the briefings were being held.

With regard to the completing and processing of their travel vouchers, the agents explained that other than the initial training they received at the Border Patrol Academy, they did not receive any training specific to the Operation Safeguard detail. Some agents, as required by INS policy, completed their travel vouchers using the INS's Travel Manager database program, which was installed on some station's computer systems. When the program was not working or not installed on the computer system, the agents gave their receipts and travel orders to their station's administrative clerk, who then completed the vouchers.

Some Supervisory Border Patrol Agents (SBPA) accompanied detailed agents from the San Diego and other sectors to the Tucson Sector for the operation. Those SBPAs had direct supervision for the detailed agents and wrote the detailed agents' performance evaluations. Field Operations Supervisors, who were permanently assigned to Tucson Sector stations, had overall supervision for permanent and detailed agents working in those stations.

Aside from their normal duties, a detailed SBPA was given the additional duty to review and approve travel vouchers for the detailed agents. In some cases, an SBPA at an agent's home station reviewed the travel vouchers after the administrative staff had filled them out. We were informed that, normally, the SBPA merely glanced through the voucher and then signed it. At times, the SBPA had to review and approve vouchers from an entire shift of detailed agents. The sheer volume of vouchers being processed left little time for an in-depth review of them. After the vouchers were approved, they were returned to the agents, who in turn sent them to their permanent station or to the Finance Center.

III. Findings

The OIG investigated allegations that Border Patrol agents who were detailed to the Tucson Sector in support of Operation Safeguard were obtaining various "kickbacks" as an incentive to stay at various lodging facilities in the Douglas and Sierra Vista areas, and that the

agents did not deduct a corresponding amount from their lodging or their Meals and Incidental Expense (M&IE) claims when they filed their travel vouchers. The incentives included cash, food vouchers, free meals, and memberships to gyms. It was further alleged that SBPAs who were assigned to the Douglas Station rented homes to subordinate agents.

The OIG coordinated this investigation with the U.S. Attorney's Office in Tucson, Arizona. The OIG also received information and assistance from the INS, the Office of Government Ethics, the Office of Special Counsel, and the General Services Administration.

A. Incentives offered by lodging providers to detailed agents

During the time period we reviewed, the maximum daily rate was \$55 for lodging and \$30 for M&IE for the Douglas and Sierra Vista area. The following describes the lodging rates and the incentives offered by various lodging providers to detailed Border Patrol agents in the Douglas and Sierra Vista areas.

1. Windemere Hotel

A review of the travel vouchers identified 631 instances where a Border Patrol agent stayed at this commercial hotel in Sierra Vista, Arizona. An OIG interview of Kim Kaiser, the manager of the Windemere Hotel, revealed that the hotel's single room rate was \$55 per day plus tax. Kaiser noted that the hotel offered every guest a complimentary breakfast buffet and beverages at a nightly happy hour. It also gave extended-stay BPAs and other government employees a free membership at a local health club. Kaiser equated those services to those offered at the Embassy Suites Hotels.

The OIG interviewed a sampling of 15 agents who rented at this hotel. They advised us that they accepted the incentives that were offered and did not reduce their claim for reimbursement. They said that they paid the full per diem lodging rate and received receipts reflecting their payments.

The OIG OGC's legal opinion, based on a review of General Services Administration regulations, indicates that federal employees can accept complimentary meals in this circumstance without that incentive affecting their per diem. We therefore concluded that the BPAs who stayed at this hotel could accept the breakfast buffet and happy hour beverages without taking corresponding reductions in their claims for per diem entitlements. It was also acceptable for the agents to use the gym, as there was no extra charge imposed on the government by their doing

so. This benefit falls in the category of a promotional benefit the government could not use.

2. Gadsden Hotel

A review of the travel vouchers showed that 293 detailed Border Patrol employees had 455 instances of lodging at this commercial hotel, located in Douglas. An OIG interview of Robin Brekhus, the owner/manager of the Gadsden Hotel, revealed that the hotel's standard single room rate was \$55 per day plus tax. Brekhus offered that rate to every lodger. Based on availability, Brekhus initially gave state and federal employees an upgrade to a suite at no additional cost. With the influx of lodgers to the Douglas area, Brekhus was unable to offer all the government employees this upgrade.

Brekhus discovered, however, that potential lodgers were staying at other hotels in the area that offered a complimentary breakfast and nightly happy hours. Consequently, to compete with those facilities, Brekhus provided BPAs and other extended-stay lodgers a \$15 per day credit for use toward the purchase of meals in the Gadsden Hotel's restaurant. Brekhus advised that the \$15 per day credit was available to all government employees, senior citizens, tour groups, and movie groups. Brekhus noted that the \$15 was a credit, not cash, which was applied toward the lodger's restaurant bill, not toward the purchase of other items in the hotel or towards reducing the daily room rate. A BPA who did not eat meals in the hotel received no benefit from the credit. Brekhus gave the BPAs a receipt reflecting that they paid \$55 per day for lodging.

Based on an OIG subpoena, Brekhus released documents concerning BPAs who rented at the hotel and the amount of money they individually had credited to their restaurant bills. (Water damage in the basement of the hotel where the records were stored prevented Brekhus from providing information regarding 53 of the 455 instances.) A review of the 402 records that were available detailed that the individuals spent a total of \$587,864.94 in lodging costs and that the hotel provided \$121,586.99 in restaurant credits.

Our interviews of a sample of 22 agents who stayed at this hotel revealed that they all paid the full per diem lodging rate, whether or not they took advantage of the credit and ate their meals in the hotel, and that they did not deduct from the reimbursement claims any credit for meals.

The OIG OGC's legal opinion concluded that these meal credits could be characterized in two ways. First, they could be considered the

equivalent of a complimentary meal. As discussed above in connection with the Windemere Hotel, the government regulations permit employees to accept complimentary meals without requiring a reduction to their M&IE allowance. Alternatively, the meal credits could be considered promotional material. Under the regulations applicable at the time,⁵ employees were permitted to retain promotional materials if the government could not use them, no future benefit was forfeited by their acceptance, and they could not be redeemed for cash value. Because the meal credits satisfied these criteria, the OGC concluded the agents were entitled to retain the credits and no reduction to their M&IE was required.

3. Mountain Vista Apartments and Supermarket Coupons

A review of the travel vouchers identified that 48 detailed individuals had 206 instances of lodging at this apartment complex, located in Sierra Vista, Arizona. An OIG interview of [DELETED] of the Mountain Vista Apartments, revealed that she normally charged \$1,050 per month (\$35 per day) for a one-bedroom furnished apartment. [DELETED] advised that she determined from her inquiries at the Windemere Hotel that the facility offered guests a complimentary breakfast and nightly happy hour. [DELETED] said that to remain competitive with that hotel, she offered Fry's Supermarket food coupons as an incentive program to BPAs, to other government employees, and to military personnel.

[DELETED] charged the BPA's credit card the maximum allowable lodging rate of \$55 per day. In turn, [DELETED] gave the BPAs up to \$10 per day (\$300 for a 30-day stay) in Fry's Supermarket food coupons. The coupons were in \$5, \$10, \$20 and \$50 denominations. [DELETED] paid the supermarket the face value for those coupons. The BPAs could use those coupons, like cash, to purchase items at the supermarket. Regardless of the face value of the coupons, the BPAs could obtain from the supermarket a maximum of \$4.99 in change. At the end of their stay, [DELETED] gave the BPAs a receipt reflecting that they had paid the full \$55 per day for lodging.

If [DELETED] had an adequate supply of apartments that she could have rented to agents at \$35 per day, by charging the agents \$55 per day and giving some of them up to \$10 per day in food coupons she realized a \$10 per day profit over the rate that she would have normally charged renters.

⁵ The rule was recently changed to allow government travelers to make personal use of promotional benefits earned on official travel.

Based on an OIG subpoena, [DELETED] released documents and rental contract information to us. After reviewing those materials and comparing them with travel vouchers that were submitted by BPAs, we determined that 48 agents rented during the period under review. The records conclusively identified that 33 agents received a total of \$20,940 in food coupons. The average that the agents received was approximately \$400. The maximum received by any agent was \$2,700 and the minimum was \$80. [DELETED] had no information to indicate that the remaining 15 agents received any food coupons. All agents claimed the maximum lodging and M&IE entitlements on their travel vouchers and they were reimbursed based on their claims.

Our interviews of a sample of 6 agents who rented at this apartment determined that they paid the full per diem lodging rate and that they received a receipt reflecting their payments. They also used the coupons to purchase food and other items at the supermarket. None of the agents stated that they turned in any of the coupons to the supermarket merely to get cash back.

The OIG OGC's legal opinion determined that unlike the meal credit offered at the Gadsden Hotel, the supermarket coupons should not be equated to a complimentary meal because their use was not limited to the purchase of food items. Rather, the coupons had to be considered promotional materials. Moreover, because the coupons were not tied to any particular stay at the apartment complex or to any particular guest and therefore theoretically could have been used by the INS to reduce the cost of sending travelers to the area (since the agents could receive some cash by using them), the OGC concluded they were not promotional materials that could be retained under the regulations. Instead, the agents should have turned them over to the INS.

The OGC opinion noted, however, that the regulations governing promotional materials assume that the employing agency has established a procedure by which it will receive promotional materials from its employees. 41 CFR, 301-53.1(b). We determined that the INS neither provided the agents with any guidance about the use of the coupons nor made known to them any such procedures. Accordingly, we fault the INS management for failing to take control of the situation rather than the individual agents who used the coupons.

We also provided these facts to the U.S. Attorney's Office in Tucson for a prosecutive decision. Citing no evidence of criminal intent on the part of either [DELETED], the apartment complex owners, or the agents and a lack of training for the agents in preparing travel vouchers, the U.S. Attorney's Office declined criminal prosecutive interest in this matter.

4. Southern Arizona Realty Company

A review of travel vouchers identified that 37 detailed agents rented apartments or homes through this commercial real estate firm, located in Douglas, Arizona. An OIG interview of [DELETED] of the Southern Arizona Real Estate Company, revealed that he initially gave presentations to detailed BPAs at the area orientation briefings.⁶ He passed out advertising flyers and his business cards.

[DELETED] stated that to compete with the \$15 per day credit for meals offered by the Gadsden Hotel he gave the BPAs a \$15 per day reduction toward their lodging. [DELETED] explained that the BPAs effectively paid him only \$40 per day, but that he gave them receipts reflecting that they had paid him the full \$55 per day for their lodging.

During our investigation, [DELETED] became concerned about that business practice and in mid-summer 2001 he discontinued giving a \$15 per day rate reduction for lodging. At that point, similar to the incentive offered at the Mountain Vista Apartments, [DELETED] began providing up to a \$10 per day reimbursement to BPAs through his purchase of Safeway Supermarket food coupons. [DELETED] stated that under his Safeway food coupon incentive program, the BPAs paid him the full \$55 per day for lodging. In turn, [DELETED] gave the BPAs a receipt reflecting that full payment.

Through an OIG subpoena, [DELETED] provided documents describing the BPAs who rented through his firm and the actual amount of money that they paid for lodging.⁷ We identified that 37 agents paid [DELETED] a total of \$74,235, but that they collectively claimed a total of \$87,275 on their travel vouchers. Of those, 18 agents took advantage of the \$15 per day discount credit, and collectively they were reimbursed \$12,725 more than they actually paid [DELETED]. The maximum credit that one agent received was \$3,075 and the least that an agent received was \$150.

Additionally, during our interview, [DELETED] advised us that he gave a total of \$3,585 in food coupons to eight renters. Based on the

⁶ The Douglas Station conducted area orientation briefings for incoming detailed agents. The briefings were initially held at the Gadsden Hotel, since large gatherings could be accommodated there. As the number of detailers increased, however, the briefings were moved to the Army National Guard Armory facility in Douglas.

⁷ We determined, however, through reviews of [DELETED] records, examination of travel vouchers submitted by agents who rented through him, and interviews of those agents that [DELETED] kept incomplete records of his transactions with the renters.

information [DELETED] provided, we determined that the most that one agent received was \$1,080 and the least was \$140. The remaining 11 renters received neither cash nor food coupons. All agents claimed the maximum lodging and M&IE entitlements on their travel vouchers and they were reimbursed based on their claims.

Our interviews of 33 agents⁸ who rented through the Southern Arizona Realty Company described that they paid that company the full \$55 per diem lodging rate. Sometime after they paid the full rate, [DELETED] or his staff gave renters up to \$15 per day in cash back as a comparable incentive to that being offered at the Gadsden Hotel. The agents also advised that [DELETED] discontinued giving cash back to renters and instead offered the lodgers food coupons, which were redeemable at a local supermarket. One agent returned the food coupons believing that if she kept them she would have to deduct their value from her M&IE entitlement.

The OIG OGC's legal opinion determined that the BPAs who accepted the cash rebates from [DELETED] should not have claimed the full lodging allowance of \$55 per day on their travel vouchers. They were entitled to be reimbursed only for the amount they actually paid for lodging, in this case, \$40 per day. The use of the food coupons was deemed promotional items comparable to those offered at the Mountain Vista Apartments discussed above.

We provided these facts to the Tucson U.S. Attorney's Office. Again citing insufficient evidence of criminal intent on the part of the agents and a lack of training for the agents in preparing travel vouchers, the U.S. Attorney's Office declined criminal prosecutive interest in this matter. With regard to [DELETED], the U.S. Attorney's Office stated because he was matching incentives offered by other hotels he could argue that he was simply engaging in the practice of providing rebates to customers. The U.S. Attorney's Office declined prosecution against [DELETED].

5. [DELETED]

[DELETED] is a civilian who rented his four-bedroom home in Douglas, Arizona to agents who were detailed to that area. He charged each agent \$55 per day for lodging. In turn, he offered the renters \$8 per day, in cash, as an incentive for their stay. [DELETED] explained that he intended the money to cover the cost of breakfast, which he, unlike the hotels, could not provide to the renters.

⁸ We determined that four employees had resigned from the INS, and we did not interview them regarding this matter.

In response to an OIG subpoena, [DELETED] released copies of his rental contracts. After reviewing those documents and comparing them with travel vouchers submitted by BPAs, we determined that 27 individuals rented [DELETED] home during the period under review. [DELETED] advised that one agent returned the money to him. Additionally, three BPAs declined [DELETED] offer of cash but opted instead to have [DELETED] stock the refrigerator with food. [DELETED] paid a total of \$4,768 in cash to 23 BPAs. The average payout was \$224.

Our interviews of 24 agents⁹ who rented [DELETED] house determined that they paid him the full per diem lodging rate and they received receipts reflecting their payments. Sometime after paying their rent, [DELETED] placed up to \$8 per day in cash, in stacks, in the house. One stack of money was intended for each renter. Two agents stated that they did not believe it was appropriate to accept the cash, and they declined [DELETED] offer. The stated that instead, [DELETED] stocked the refrigerator with food items prior to the agents' arrival. Another agent advised that he returned the cash because he did not believe that it was appropriate to take the money. The agent asked a co-worker, who was not staying at [DELETED] house, to witness that transaction. The witness confirmed that the renter returned the money.

Similar to the Southern Arizona Realty case discussed above, the OIG OGC's legal opinion was that the BPAs who accepted cash rebates from [DELETED] should not have claimed the full lodging allowance of \$55 per day on their travel vouchers. Rather, they were required to claim only what they actually paid, in this case \$47 per day. The food items that [DELETED] stocked in the refrigerator were deemed to be equivalent to a complimentary meal, which the agents could accept without reducing their claim for per diem reimbursement.

Also reflecting similar reasoning as described in the case above, however, attorneys in the U.S. Attorney's Office declined criminal prosecution in this matter. They cited no evidence of criminal intent on the part of the agents and a lack of training for the agents in preparing travel vouchers. They further noted that [DELETED], like [DELETED], was matching incentives offered by the hotels. They stated that he could argue therefore that he was simply engaging in the practice of providing rebates to customers.

6. Brewery Avenue Designs, Bisbee, Arizona

⁹ We determined during our investigation that three agents who rented [DELETED] home had resigned from the Border Patrol, and consequently they were not interviewed regarding this matter.

We personally interviewed the manager of this lodging facility, which offered apartments to renters. He stated that he charged the BPAs the full per diem lodging rate and that he did not offer them any incentives. We conducted a random sample of agents who rented from this provider, and determined that they paid the full per diem lodging rate and they did not receive any incentives.

7. Gateway Studio Suites, Sierra Vista, Arizona

We personally interviewed the manager of this hotel. She stated that she charged the BPAs the full per diem lodging rate and that she did not offer them any incentives. We conducted a random sample of agents who rented from this provider and determined that they paid the full per diem lodging rate and did not receive any incentives.

8. Motel 6, Douglas, Arizona

We personally interviewed the manager of this motel. She stated that she charged the BPAs the full per diem lodging rate and that she did not offer them any incentives. We conducted a random sample of agents who rented from this provider and determined that they paid the full per diem lodging rate and they did not receive any incentives.

9. Valle Realty, Bisbee, Arizona

We personally interviewed the owner/broker of this real estate company. He said that he managed rental properties in the Douglas and Bisbee areas and that he charged the BPAs the full per diem lodging rate. He did not offer them any incentives. We conducted a random sample of agents who rented from this provider and determined that they paid the full per diem lodging rate and they did not receive any incentives.

10. Personal Interviews of selected Lodging Providers

We mailed a survey to 70 other lodging providers requesting their assistance with this investigation. Based on the providers' interaction with detailed agents, we randomly selected 10 lodging providers for personal interviews. During our interviews, we expanded on the questions posed in our survey. The following is the list of providers who we interviewed.

Provider

Isabel Combel, 1502 8th Street, Douglas, Arizona
Eli Properties, 1509 Mission Drive, Douglas, Arizona
Carlos Fernandez, 2075 11th Street, Douglas, Arizona

George Haloulos, 4719 Territorial Loop, Sierra Vista, Arizona
Esther Goff, 5077 E. Goldfinch Circle, Sierra Vista, Arizona
Linda Marquez, 3622 Camino el Jardin, Sierra Vista, Arizona
Provider

Rayna Nichols, 2335 11th Street, Douglas, Arizona
Carmen Rodriguez, 2065 13th Street, Douglas, Arizona
Rudy Sierra, 2514 E. 11th Street, Douglas, Arizona
Lori Sanchez, 100 Golfinks Road, Douglas, Arizona

The properties included apartments, homes, and trailers. We determined from our interviews that all these providers charged each agent \$55 per day for lodging. Except for [DELETED], no provider offered any incentives. [DELETED], a former assistant manager of the Mountain Vista Apartments, estimated that she gave a total of \$2,400 in food coupons to the six agents who rented from her.

11. Questionnaires and Surveys

Due to the large number of lodging providers identified in our two-year audit of agents who were temporarily detailed to Operation Safeguard, we did not interview all of them. We supplemented our interviews with a letter and survey questionnaire that was sent to 70 selected lodging providers. This sample was taken from the entire lodging list we compiled, as broken down into groups represented by the number of instances each rented to a detailed agent. The number of letters sent to the providers in each group was proportional to the amount of business they did with the agents. The questionnaire asked them to identify, among other things, their lodging rates and any special incentives that they offered their renters.

The majority responded that they charged the maximum lodging per diem rate and did not offer any incentives. Fourteen establishments offered a complimentary breakfast and nightly happy hours. Seventeen others offered food coupons or meals in their restaurants. Our review determined that these lodging providers gave \$61,283 in food coupons to BPAs who rented at their locations.

<u>Provider</u>	<u>Amenity</u>
AmeriSuites, Tucson	None
Angius Hideaways	None
AV Properties	Cash rebate
Arizona Copper Hills Realty	Food coupons
Ajo Realty	Food coupons
Baymont Inn and Suites	None

<u>Provider</u>	<u>Amenity</u>
Best Western Imperial Valley	Food coupons
Best Western Plaza Inn	None
Best Western Mission Inn	Free breakfast
Bisbee Inn	None
Bisbee Rentals	Food coupons
Bisbee Realty	Food coupons
Brewery Avenue Designs	None
Brunners Inn	None
Canyon Rose Suites	Free breakfast
Carroll Drive Apartments	None
Casa Grande Suite	None
Comfort Inn	Free breakfast
Cooper Crown Realty	Food coupons
Days Inn, Nogales	Free breakfast
Days Inn, Willcox	None
Del Sur Enterprises	None
Desert Jewel Apartments	None
Dixie's Desert Realty	Food coupons
Eli Property Management	None
El Rancho Motel, Bisbee	Meals
El Rancho Motel	Meals
Embassy Suites, Tucson Airport	Free breakfast
Embassy Suites, Tucson	Free breakfast
Evan's Apartments	Food coupons
Executive Apartments	(closed) ¹⁰
Francisco Grande Resort	Meals
Garden Plaza Apartments	Laundry service
Gateway Studio Suites	Free breakfast
Geronimo Trails Apartments	None
Green Valley Lodge	None
Howard's Guest House	Food coupons
La Quinta Inn, Tucson	None
La Siesta Motel, Ajo	Meals
Long Realty, Bisbee	None
Long Realty, Sierra Vista	None
Marine Hotel, Ajo	None
Montego Bay Apartments	None
Motel 6, Douglas	None
Mountain Steppes Apartments	None
Muckers Hideaways	None
Oasis Apartments	None

¹⁰ We identified and interviewed the one agent who rented at this location. The agent advised that he was not offered nor did he receive any incentives.

OK Property Management	None
Park View Apartments	None
Rancho La Perilla I	None
<u>Provider</u>	<u>Amenity</u>
Rancho La Perilla II	None
Ranchito Apartments	None
Realty Executive, Yuma	None
Residence Inn	Free breakfast
Ruben Nogales Rental	Food coupons
S. Redemer Rentals	None
RM Properties	Food coupons
San Jose Lodge	Meals
Schomac Property Management	Laundry service
Sierra Suites, Sierra Vista	Meals
Sun Canyon Inn	Free breakfast
Super 8 Motel, Gila Bend	None
Super 8 Motel, Nogales	Free breakfast
Super 8 Motel, Sierra Vista	Free breakfast
Thunder Mountain Inn	Free breakfast
Valle Realty	None
Valley Lodge	Meals
Viscount Suites	Free breakfast
Walker House	None
Wellesley Inn and Suites	Free breakfast

B. Supervisory BPAs renting to detailed agents

We also investigated the allegations that SBPAs, who had direct supervisory authority over detailed agents, rented out rooms in their homes or bought properties in the Douglas and Sierra Vista area to rent to those agents.

Our investigation found that with the exception of one agent who worked on one of the SBPA's shift for one month, none of the SBPAs had any direct supervisory responsibilities for any of the other BPAs who rented their properties.¹¹ We also found no evidence that the SBPAs selected or played any role in the selection of the BPAs who were detailed to the Douglas Station or in determining the length of their temporary assignments.

¹¹ Technically, since the SBPA is a GS-12 grade position, a SBPA could theoretically have authority over agents who were at the GS-11 or lower grade levels. However, we found no evidence that the SBPAs directed their renters' activities in this case.

The OIG OGC provided a legal opinion regarding SBPAs or their wives renting to agents, which is detailed below (See Attachment 3). Additionally, the Tucson U.S. Attorney's Office declined criminal prosecutive interest.

1. SBPA rented a room in primary residence

Our investigation identified that on separate occasions, one Douglas SBPA rented a bedroom in his primary residence to two BPAs while they were detailed to the Douglas Station. In a sworn affidavit, the SBPA admitted that he gave those BPAs receipts falsely reflecting that they had paid him the \$55 per day maximum lodging rate.

In a sworn affidavit, one of these BPAs admitted to paying the SBPA about one-half the amount that was noted on his receipts. The BPA then filed those false receipts with his travel vouchers and was reimbursed the full entitlement based on his claim. The U.S. Attorney's Office declined prosecution in this matter. We referred this matter to INS OIA for consideration of appropriate disciplinary action.

In a sworn affidavit, the second BPA maintained that he paid the SBPA the full \$55 per day and received a receipt from him reflecting that rate. The BPA then filed his travel voucher and was reimbursed based on that receipt. The BPA's conduct in this case and his rental at the [DELETED] residence (detailed above) were further reviewed in a separate OIG investigation. Those matters were referred to the Tucson U.S. Attorney's Office and are pending consideration of criminal prosecution of the agents for providing false statements under oath.

Finally, the OIG OGC's legal opinion determined that when a government employee rents a room in a private home, the government regulations treat this arrangement as nonconventional lodging. The regulations provide that employees who stay in nonconventional lodging may be reimbursed only for the actual costs the host incurs accommodating them. Moreover, the renting employee must be able to substantiate those costs to the agency, which then must determine if those costs are reasonable before reimbursing the employee.

Accordingly, the BPAs who rented rooms in the homes of other Border Patrol employees could have legitimately claimed lodging reimbursement only to the extent that they could show that their hosts incurred additional expense by putting them up and that this expense was reasonable. Absent such evidence, no lodging reimbursement was appropriate.

2. SBPAs' rental of income properties

We also determined that two Douglas Station SBPAs and their wives purchased rental income properties in the Sierra Vista and Douglas areas after the start of Operation Safeguard, and rented the properties to detailed agents.

The SBPAs voluntarily released copies of their rental contracts to us. After reviewing those documents and comparing them with the travel vouchers submitted, we identified 4 agents who had 13 rental instances at one SBPA's property. We found that in 2000 the SBPA and his wife received \$8,745 in rental income and in 2001 they received \$28,545 in rental income.

We identified 6 agents who had 10 rental instances at the other SBPA's property. We found that in 2001 the SBPA and his wife received \$15,000 in rental income. Both SBPAs voluntarily released copies of their income tax returns to the OIG. We found that they had claimed the income that they received from the rental properties on their income tax returns.

Our interviews of the agents who rented from the SBPAs revealed that the renters conducted all their business transactions with the SBPAs' wives. The renters claimed they paid the full per diem lodging rate and they received receipts reflecting their payments. They stated that they did not receive any lodging incentives.

The OIG OGC's legal opinion concluded that this arrangement was permissible because the wives rented income properties rather than rooms in a primary residence. Accordingly, the wives could charge a market rate and the government would reimburse the renters up to the maximum allowed lodging per diem rate.

3. Other cases

We identified 7 other SBPAs who, in some case with their wives, rented properties to detailed agents. We determined that three of those INS employees had engaged in suspected fraudulent activities when they rented out properties in the Douglas and Sierra Vista areas. The activities included renting an apartment and then sub-leasing it to detailed agents at a reduced lodging rate but providing the renters with receipts falsely reflecting that they paid the full lodging rate.

Additionally, we discovered that while on detail to Douglas, one BPA purchased a home in Sierra Vista but provided suspect receipts to support his travel voucher claim that he was renting that property from a real estate management firm. Based on those agents' potential violations of federal criminal statutes, we have initiated separate investigations

regarding their conduct. Those investigations are currently being coordinated with the Tucson U.S. Attorney's Office.

V. INS's Processing of Travel Vouchers

Our investigation focused on cash kickbacks and amenities offered by lodging providers in the Douglas and Sierra Vista areas. However, OIG auditors that reviewed the travel vouchers identified errors on numerous vouchers, resulting in \$17,362.15 in overpayments and \$931.48 in underpayments by the INS. These errors included agents claiming lodging costs twice for the same day, claiming to have paid a higher lodging rate than that reflected on the receipt, and claiming a higher M&IE rate than the maximum for the lodging area. These errors were not detected by the INS reviewing supervisors or by the INS Finance Center in Dallas, Texas.

We referred these errors to INS OIA for review and determination if systemic weaknesses existed at the INS Finance Center, Dallas, Texas. The OIG recommended to the INS OIA that it review the travel voucher approval process and the Dallas Finance Center, Travel Section. INS OIA referred the matter on August 7, 2002 to Judy Harrison, the INS Assistant Commissioner for Financial Management.

On December 12, 2002 INS OIA provided Assistant Commissioner Harrison's response to the OIG recommendation. She advised that the Dallas Finance Center had identified the errors in April 2001 and corrective measures were taken by informing travel payment staff that applicable per diem rates are based on the ordered point of travel and the lodging location at that time. Additionally, she said that the office that prepared the travel authorizations was contacted, and the requirements of the Federal Travel Regulation (FTR) were discussed with that office in detail. Her response documented further measures that the INS was taking to address the deficiencies, to include additional training for INS staff conducted by the General Services Administration on the FTR requirements, and the implementation on October 1, 2002 of the INS's new Federal Financial Management System. Her response also asserted that the errors identified by the OIG represented an immaterial amount of money and the time required to further analyze those computations would not be cost effective to seek reimbursement for overpayments (See Exhibit 4).

In addition, in conjunction with our audit of travel vouchers mentioned above, we identified 21 questionable instances of BPAs sharing the same lodging location (such as a husband and wife renting

the same place at the same time), potential double billing, filing unsupported claims, and receiving overpayments for lodging. We investigated those matters and determined that 16 instances were unsubstantiated. The remaining five potential irregularities were evaluated and referred to INS OIA for administrative inquiries. We have asked INS OIA report their findings and any follow-up actions to the OIG. Two of these complaints has been reported to the OIG as unsubstantiated, and the other three are still pending.

VI. Alleged Retaliation Against INS Complainants

A. INS OIA Special Agent and Douglas APAIC

As noted above, the two complainants in this case also made allegations about their treatment after they brought forward their complaints to the INS. They alleged that the INS OIA agent who initially was assigned to investigate their allegations and the Douglas Assistant Patrol Agent in Charge (APAIC) compromised their identities and status as the complainants during this investigation by informing the subjects of the investigation that the complainants had made allegations against them. The complainants also claimed that the INS OIA agent threatened them and refused to investigate the matters that they presented to him.¹²

Our investigation revealed that during the INS OIA investigation, Notices to Appear (NTA) were distributed to the two complainants and to other individuals who the INS OIA agent intended to interview. Once those individuals received their NTAs, they were able to tell others about their status and the INS OIA investigation. However, we did not find that the INS OIA agent or the Douglas APAIC disclosed the complainants' identities to the subjects of the investigations.

We also reviewed the complainants' claims that the INS OIA agent threatened them during their interviews. The INS OIA agent interviewed the two complainants and the other agents on their scheduled dates and times, and tape-recorded all of those interviews. We conducted a comparative analysis of the transcriptions with the audiotapes of those interviews. We determined that the recorder was not turned off during those interviews and that no threatening or harassing comments were detected from the tape or contained in the transcriptions. We did not find sufficient evidence to substantiate the claim that the INS OIA agent threatened the complainants.

¹² In June 2001, the two complainants who provided the initial allegations as well as three other Douglas BPAs filed a federal lawsuit in the U.S. District Court, Tucson, Arizona alleging age and unlawful discrimination in employment.

B. Complainants' training and promotion opportunities

The two complainants further alleged that the Douglas APAIC and other Douglas SBPAs harassed them by denying one of them a training assignment and the other a promotion opportunity and a training request.

With regard to the complaint about the training assignment, the complaining agent elected not to take the required downgrade from a GS-12 supervisory position to a GS-11 to become eligible for the training position at the Border Patrol Academy. Accordingly, he was not selected for an assignment to the training academy.

We also found that the other complainant, who was a Senior Patrol Agent (SPA), was not selected for a temporary promotion position to a SBPA because he was not assigned to the unit that had the promotion vacancy. Only agents who were assigned to units that had vacancies were eligible to fill those positions. With regard to his training request, he did not follow established procedures for requesting training. In addition, when he did submit the requested information, he provided a false date of rank, thereby increasing his apparent seniority. Since seniority is a determining factor in selecting individuals for training, the complainant's misleading information caused him to be ineligible for consideration.

In sum, our investigation did not substantiate the allegations that the complainants were denied promotions or training because of their complaints.

VII. INS's Corrective Actions

On December 7, 2001, John P. Chase, the INS OIA Director, submitted a Procedural Reform Recommendation entitled "Lodging During Detail Assignments," to George H. Bohlinger III, Executive Associate Commissioner for Management and Michael A. Pearson, Executive Associate Commissioner for Field Operations, 2001 (See Exhibit 5). Chase's memorandum pointed out various lodging issues and concerns that the OIG identified as occurring during Operation Safeguard. Chase also discussed the contents of this memorandum with the Chief and the Deputy Chief of the Border Patrol, as well as the Border Patrol Sector management in Tucson.

Subsequent to Chase's actions, Judy Harrison, the INS Assistant Commissioner for Financial Management, transmitted a memorandum in April 2002 to all INS employees concerning their lodging during temporary assignments (See Exhibit 6). The memorandum referred to

the Federal Travel Regulations and discussed the regulations concerning the types of accommodations, staying with friends or relatives, obtaining proper and correct receipts for lodging amounts, and receiving vouchers or credits from commercial lodging facilities.

Additionally, beginning in April 2002, the Tucson Border Patrol Sector began briefing all incoming detailed agents about rental and housing issues (See Exhibit 7). Tucson Sector officials began advising the agents about the regulations regarding submitting proper receipts for lodging. The Sector also instituted a practice of attaching Assistant Commissioner Harrison's April 2002 memorandum to all travel authorization forms for all employees who are being detailed.

In April 2002, William Veal, the Chief of the San Diego Border Patrol Sector, issued a memorandum to all Sector employees that addresses various questions relating to lodging at commercial and private lodging establishments. It provides overall guidance and details ethical and professional standards associated with filing travel vouchers (See Exhibit 8.)

In September 2002, then INS Commissioner James W. Ziglar issued a memorandum to all employees, entitled "Claiming Expenses for Official Travel." The memorandum advised employees of misconduct issues regarding the submission of travel vouchers and provided additional guidance for any travel related questions (See Exhibit 9.)

VIII. OIG's Conclusions and Recommendations

In this review, the OIG probed allegations related to fraud and other irregularities in connection with reimbursement for lodging on travel vouchers submitted by INS employees who were temporarily detailed to the Tucson Sector in support of Operation Safeguard. We reviewed more than 3000 vouchers and conducted many interviews of INS employees and lodging providers. During our review, we identified many instances of false and improper claims by INS agents as well as systemic weaknesses in the voucher approval process, including the process employed by the travel office of the Dallas, Texas Finance Center.

Our investigation found that when Operation Safeguard was initiated, INS management failed to plan adequately for the enormous lodging requirements to support detailed employees. The INS did not provide to detailed agents adequate guidance related to temporary assignments in support of Operation Safeguard until after these allegations surfaced.

Moreover, the INS never attempted to negotiate a lodging rate at local hotels for those individuals at a lower cost to the government. We believe the INS could have saved hundreds of thousands of dollars had it negotiated reduced lodging rates for the detailed BPAs and comparably reduced the agents' per diem entitlements. For example, the Mountain Vista Apartments raised its rental rate from \$35 per night to \$55 per night (the maximum lodging rate) and then offered a \$10 per day food coupon. The effect was to raise the cost to the INS by \$20 per night, although Mountain Vista increased its profits by \$10 per night. We believe these examples indicate that the INS could have negotiated reduced rates for detailed INS employees, saving significant sums for the INS in travel costs.

We also determined that many INS employees received reductions or cash back to rent at certain lodging facilities.¹³ In response to these rebates, some INS employees returned or refused to accept the cash kickbacks, but they were in the minority. During our interviews, however, many INS agents and lodging providers attempted to justify this practice as being equivalent to offering or accepting free meals or food coupons. We believe that such a justification is not remotely persuasive.

Because the U. S. Attorney's office has declined criminal prosecution on most cases, we are referring those matters to the INS for appropriate administrative action. We believe that the INS should examine each of these cases and make a decision as to whether the employee should be held accountable for their actions. At a minimum, we believe that employees who accepted cash kickbacks from lodging providers and claimed the full allowable amount for lodging and M&IE should be required to reimburse the government this amount. Employees who falsified their vouchers in support of their claims should be appropriately disciplined.

We are still investigating a few criminal cases, which will remain open until judicial proceedings are complete. The activities include agents renting an apartment and then sub-leasing it to detailed agents at a reduced lodging rate but providing the renters with receipts falsely reflecting that they paid the full lodging rate. Additionally, one BPA purchased a home in Sierra Vista but provided suspect receipts to support his travel voucher claim that he was renting that property from a real estate management firm. Based on those individuals' potential violations of federal criminal statutes, we have initiated separate investigations regarding their conduct.

¹³ One lodging provider, during a surreptitious telephone call, openly offered a cash kickback and false receipt to an OIG agent posing as a Border Patrol detailee.

We also believe that this review provides lessons for future INS operations that involve extensive details of agents. In our review, we found that lodging for detailed agents was available below the per diem rate, as evidenced by the amenities offered to many agents, including cash rebates. When the INS embarks on similar large-scale operations such as Operation Safeguard, we believe it should consider the availability of lodging accommodations in the area and seek to negotiate a reduced rate for lodging.¹⁴ The INS should also consider entering into direct arrangements with lodging providers to house detailed agents.

The OIG has recently completed a related investigation of the Border Patrol in Charleston, South Carolina, involving similar allegations as to BPAs who were temporarily detailed to the Border Patrol Training Academy. The OIG's report recommended that INS management consider the implementation of a policy similar to that used by the Federal Law Enforcement Training Center (FLETC) in Brunswick, Georgia, which requires that trainees stay at lodging facilities under contract with FLETC, unless those accommodations are unavailable. The OIG believes that INS management should apply this same policy to long-term details requiring large personnel support such as Operation Safeguard.

The OIG has been advised that INS OIA has recently initiated discussions with INS management and the Border Patrol to consider the creation of a position for housing management that would oversee housing at the training academies and locations with long term detail assignments

We also recommend that the INS provide more guidance to its employees who are detailed regarding the Federal Travel Regulations and temporary details. Most of the agents who we interviewed informed us that they received little or no training in properly preparing travel vouchers other than what they had received during their initial training at the Border Patrol Academy. All advised that they received no training specifically regarding extended-stay travel as it related to their detail to Operation Safeguard. The INS should also train supervisors and other officials who review and approve travel authorizations and vouchers,

¹⁴ This would be consistent with Department policy regarding extended travel. In a memorandum issued in September 1998, Former Assistant Attorney General for Administration Stephen R. Colgate advised that "when a travel assignment is expected to last more than 30 days and where it is possible to secure lodging and meals at less than the maximum allowable by travel regulations, total per diem, consisting of lodging plus the M&IE allowance, should be reduced" The memorandum also states that when the assignment is expected to exceed 90 days, such a reduction is mandatory. See Revised Policy Guidelines for Authorizing And Administering Extended Travel Assignments (Exhibit 10).

support staff who prepare travel authorizations, and the Dallas Finance Center auditors in the respective oversight responsibilities regarding travel vouchers. In addition, the INS should conduct training of all employees in their use of its automated Travel Management Program.

The guidance should discuss in clear and unequivocal terms how to treat promotional items, including complimentary meals, credits for meals, and cash reimbursements. The memoranda distributed by INS after the onset of this investigation are useful, but they should be supplemented by comprehensive guidance that is made available to all INS employees when they are detailed. Moreover, we recommend that INS develop a process for handling promotional items from employees that the employees obtain through the course of their official duties.

We also believe that the INS should strengthen its practices for filing and reviewing travel vouchers. We found that the review process at each level was lacking. The Dallas Finance Center needs to ensure its financial examination procedures correct the various problems in this area, including paying claims for double lodging costs for the same day, paying claims for lodging costs even when the claimed amount exceeds the authorized rate for a particular area, and paying claims for a higher rate than what was itemized on submitted receipts.

In sum, this investigation found troubling practices on the part of the INS and many of its agents regarding lodging reimbursement. We believe that the INS should take strong and immediate action to prevent these types of practices from recurring.

List of Exhibits

1. OIG letter to INS OIA, November 20, 2001, requesting INS furnish copies of agents' travel vouchers.
2. OIG OGC's legal opinion, May 28, 2002, relating to acceptance of amenities.
3. OIG OGC's legal opinion, November 26, 2002, regarding SBPAs renting to detailed agents.
4. INS response, December 12, 2002, processing of travel vouchers.
5. INS OIA Procedural Reform Recommendations, December 12, 2001.
6. INS Assistant Commissioner for Financial Management memo, April 2002.
7. Tucson Sector Chief Patrol Agent David Aguilar's memo, April 25, 2002, relating to Local Actions taken on Allegations.
8. San Diego Sector Chief Patrol Agent William Veal's memo, April 24, 2002, regarding Ethical Issues Involving Travel Vouchers.
9. INS Commissioner Ziglar's memorandum dated September 5, 2002, Subject "Claiming Expenses for Official Travel."
10. Assistant Attorney General for Administration Stephen Colgate's memo, September 1, 1998, regarding Policy Guidelines for Extended Travel Assignments.

EXHIBIT 1



U. S. Department of Justice

Office of the Inspector General

November 20, 2001

MEMORANDUM FOR JOHN R. CHASE
DIRECTOR, OFFICE OF INTERNAL AUDIT
IMMIGRATION AND NATURALIZATION SERVICE

FROM:


THOMAS J. BONDURANT
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS

SUBJECT:

REQUEST FOR RECORDS

The Office of the Inspector General, Tucson Field Office, is currently conducting a comprehensive review of allegations reported to the OIG concerning possible voucher irregularities by Border Patrol Agents detailed to Operation Safeguard at Douglas, Arizona. Our investigation will focus on fiscal years ~~2000~~ and ~~2001~~.

The INS, Western Region, has identified and furnished the OIG with a list of names of Border Patrol Agents assigned during this time period. We have also been advised that the travel vouchers submitted by the agents are located at the finance center in Dallas, Texas. In order to sufficiently determine the scope of the issues involved it is necessary that a copy of these vouchers be obtained and analyzed.

I am therefore requesting that INS furnish a copy of these vouchers and all related receipts to the Office of the Inspector General. As you are aware, this case is the subject of congressional scrutiny, therefore it is requested that INS complete this request within thirty days of receiving this request.

Your cooperation and assistance is appreciated. If there are questions your staff may contact SAC Roger M. Williams, OIG Operations or ASAC Joseph Cuffari, Tucson Field office.

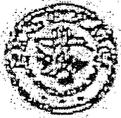
EXHIBIT 2

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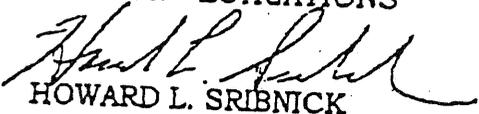
U.S. Department of Justice
Office of the Inspector General

Washington, D.C. 20530

May 28, 2002
OGC-02-004

MEMORANDUM FOR THOMAS J. BONDURANT
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS

FROM:


HOWARD L. SRIBNICK
GENERAL COUNSEL

SUBJECT:

Legal Opinion Regarding Amenities Offered
By Lodging Providers to Border Patrol Agents

You have requested a legal opinion regarding whether it was appropriate for Border Patrol Agents (BPAs) to accept various amenities offered by lodging providers while on extended travel away from their home duty stations in the Douglas, Arizona area. As we understand it, the BPAs at issue traveled under the lodging-plus per diem system. This means their daily per diem rate was calculated "on the basis of the actual amount the traveler pays for lodging, plus an allowance for meals and incidental expenses (M&IE), the total of which does not exceed the applicable maximum per diem rate for the location concerned." 41 C.F.R. § 300-3.1. Under this method, the traveler collects the full M&IE rate regardless of actual expenses.¹ If the traveler spends more than the maximum authorized amount he bears that cost. If he spends less, he may keep the difference.

The reimbursement claims at issue here were for \$55.00 per day for lodging (the maximum rate allowed) as well as the full M&IE rate. The amenities accepted differed in type from complimentary meals, to credits and vouchers which could be used toward the cost of meals or groceries, to cash payments intended to cover the cost of meals or groceries. You inquire whether the BPAs who accepted these amenities

¹ Actual expense reimbursement is provided for under certain circumstances not applicable here. See 41 C.F.R. § 301.11.300.

should have claimed reimbursement for a reduced lodging and/or meal rate. We address the various factual scenarios you present below.

I. General Prohibition on Federal Employees Accepting Gifts

There is a general prohibition on federal employees accepting gifts given because of their official position. See generally 5 C.F.R. § 2635.201-205. However, discounts and benefits offered to a broad class, including a broad class of government employees are excluded from the definition of gift. Id. at § 2635.203(b)(4).

As we understand it, all of the amenities at issue were offered either to all guests or to all long-term guests of the involved establishments. Accordingly, the gift prohibition is not implicated in these cases.

II. Free Breakfast and Happy Hour

One of the hotels at which the BPAs stayed charged the full \$55 lodging rate but offered a free breakfast and happy hour to its guests. Regulations promulgated by the General Services Administration (GSA) specifically address the question of complimentary meals provided by a hotel/motel. The GSA regulations are written in question and answer format. The applicable provision states:

If my agency authorizes per diem reimbursement, will it reduce my M&IE allowance for a meal(s) provided by a common carrier or for a complimentary meal(s) provided by a hotel/motel? No. A meal provided by a common carrier or a complimentary meal provided by a hotel/motel does not affect your per diem.

41 C.F.R. 301-11.17.² Accordingly, the BPAs who stayed at this hotel were free to accept the complimentary breakfast and happy hour without taking any reductions in the per diem rate.

² A memorandum from the Finance Staff of the Justice Management Division to employees of the Offices Boards and Divisions of the Department provides consistent advice: "Must a deduction be made for meals on aircraft or complimentary breakfasts at hotels? No complimentary meals provided to the traveler by hotels or meals provided on common carriers do not require reductions in M&IE."

III. Credit Toward Meals Eaten at Hotel

One hotel frequented by BPAs provided a credit of \$15 per day to be offset against money spent on meals eaten at the hotel. For example, if a BPA spent \$20 dollars per day on hotel meals over a 30 day period for a total of \$600, the hotel would subtract \$450 (\$15 x 30 days) from his or her bill at the end of the month. This credit was applicable only to that portion of the bill spent on meals, did not result in any cash payments to BPAs, was not credited toward the lodging portion of the bill, and was applicable only to meals eaten during the current stay. A BPA who did not eat his or her meals in the hotel got no benefit from the credit.

At the time the credits at issue were given, the GSA regulations provided as follows:

What must I do with promotional benefits or materials I receive from a travel service provider? Any promotional benefits or material you receive from a private source in connection with official travel are considered property of the Government. You must: (a) Accept the benefits or material on behalf of the Federal Government; and (b) Turn the benefits or material over to your agency in accordance with your agency's procedures established under 41 C.F.R. 101-25.103.

41 C.F.R. 301-53.1.³

Is there any instance when I may make personal use of benefits furnished by a travel service provider? Yes, you may use benefits (e.g., free meals, check-cashing privileges, or memberships in executive clubs) only if: (a) the Government can not use the benefit; (b) to receive the immediate benefit, you do not forfeit a future benefit the Government could use; and (c) the benefit can not be redeemed for cash value.

41 C.F.R. § 301-53-10.

³ The rule was recently changed to allow government travelers to make personal use of promotional benefits earned on official travel. The change in the rule does not affect the matters at issue here because it applies only to promotional benefits used after December 28, 2001, the effective date of the change.

There are two possible ways of viewing the meal credit, both of which would permit the employee to use the credit without reducing his or her meal allowance.⁴ First, it could be categorized as the equivalent of a complimentary meal the acceptance of which, as discussed above, does not require a reduction in per diem. Second, it could be categorized as promotional material. Because it meets the standards set forth in § 301-53-10 - the government could not use the credit, no future benefit was forfeited, and it could not be redeemed for cash value - it falls into the category of promotional materials an employee may accept. Accordingly, we believe that the BPAs were free to eat meals in the hotel and apply the credit to the cost of those meals without reducing their per diem rate.

IV. Supermarket Coupons

Some of the BPAs rented units in an apartment complex for which they were each charged \$55.00 per day. In order to compete with the benefits offered by the hotels discussed above, the management of the complex supplied the BPAs with coupons redeemable at a local supermarket in amounts up to \$10.00 for each day of their stay depending on the size of the unit in which they stayed. The management paid face value for the coupons, which came in denominations of \$5.00, \$10.00, \$20.00, and \$50.00. When purchasing items at the supermarket, the BPA could obtain no more than \$4.99 in cash as change no matter the denomination of the coupon submitted. There was no limit on which items could be purchased using the coupons.

As with the amenities discussed above, we do not believe that the issue here is whether the BPAs should have deducted the amount of the coupons from their lodging costs. They paid the complex \$55.00 per day, whether or not they accepted or used the coupons. Rather, the issue is whether the BPAs should have treated the coupons as promotional material to be turned over to the government and whether, if they did not, they are liable to the government for the value of those coupons.⁵

⁴ We do not believe it would be proper to analyze the issue in terms of whether the BPAs were required to reduce their claimed lodging costs because the credit was not applied towards such costs. All BPAs who stayed at the hotel paid the hotel \$55.00 per night, whether or not they took advantage of the credit by eating their meals in the hotel.

⁵ Unlike the meal credit discussed above, we do not believe the supermarket coupons can be equated to a complimentary meal, particularly since they apparently were not limited to the purchase of food items.

As discussed above, promotional material is to be turned over to the agency if: (1) the government can use the benefit; (2) a future benefit the government could use will be forfeited and/or (3) the benefit can be redeemed for cash value. Although it is a close question, it appears that the BPAs should have turned the coupons over to the INS as promotional material belonging to the government. Unlike the meal credit discussed above, these coupons were not tied to any particular stay at the apartment complex and theoretically could have been used by the INS to reduce the cost of sending travelers to the area. Moreover, although the coupons did not have cash value, the BPAs could receive some cash benefit from them by limiting the items they purchased and collecting the \$4.99 in change permitted by the supermarket.

The regulations assume, however, that the agency has established a procedure by which it will receive promotional materials from its employees. 41 C.F.R. 301-53.1 (b). It does not appear that the INS either provided the BPAs with any guidance about the use of the coupons or made known to them any such procedures. Accordingly, we fault INS management for failing to take control of the situation rather than the individual BPAs who may have used the coupons during their stay in the Douglas area.

V. Cash Rebates Intended to Cover the Cost of Food

Some of the BPAs stayed in a private home for which they were charged \$55.00 per day. To compete with the deals being offered by the hotels and apartment complexes, the owner of the home gave each agent who stayed in his property a cash "rebate" of \$8.00 per day, while still providing a receipt for \$55.00 in lodging costs. The owner explained he intended the money to cover the cost of breakfast, which he, unlike the larger hotels, did not provide his guests. In another variation of this scenario, a real estate broker/property manager provided BPAs with lodging receipts for \$55.00 a day while only actually collecting \$40.00 per day. The \$15.00 was supposed to be the equivalent of the food coupons being provided by the competing apartment complex.

We believe there is no doubt that the BPA's who received these rebates should not have claimed the full lodging allowance of \$55.00 per day because they did not pay \$55.00 per day in lodging costs. The regulations are clear that employees are to be reimbursed for "actual lodging cost not to exceed the maximum rate for the [temporary duty] location . . ." 41 C.F.R. § 301-11.100. The regulations also provide that "[a]ll promotional materials (e.g. . . . cash . . .) received by employees in conjunction with official travel and based on the purchase of . . . services are properly considered to be due to the Government and may not be retained by the employee." 41 C.F.R. § 101-25.103.2(a). Thus, the BPAs

who stayed at these establishments and accepted the rebates were only entitled to be reimbursed for the amount they actually paid the establishments and could be required to repay the difference between what they paid and what they were reimbursed based on their claims from receipts.

We also believe, however, that the INS shares the blame in this instance. INS should have been aware that there were lodging providers willing to provide lodging for less than the applicable maximum per diem rate and should have acted accordingly. In this regard, we note that the regulations specifically permit an agency to prescribe a per diem rate lower than the prescribed maximum when it "can determine in advance that lodging and/or meal costs will be lower than the per diem rate." 41 C.F.R. 301-11.200.

VI. Use of Government Credit Cards

You also inquired whether government employees on official travel are required to use their government-issued credit cards to pay for the travel expenses they incur. The applicable regulations provide as follows:

What is the required method of payment for official travel expenses? You are required to use the Government contractor-issued travel charge card for all official travel expenses unless you have an exemption.

41 C.F.R. 301-51.1.

What official travel expenses and/or classes of employees are exempt from the mandatory use of the Government contractor-issued travel charge card? The Administrator of General Services exempts the following from the mandatory use of the Government contractor-issued travel charge card:
(a) Expenses incurred at a vendor that does not accept the Government contractor-issued travel charge card

41 C.F.R. 301-51.2. These regulations were adopted pursuant to a 1998 law and were effective on May 1, 2000. 65 Fed. Reg. 21,365 (2000). Accordingly after May 1, 2000, to the extent that employees were able to pay with the Government credit card, they were required to do so.

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VII. Sharing a Room

Finally, you inquired regarding the rules on reimbursement when two married employees share lodging. The relevant regulations provide as follows:

How does sharing a room with another person affect my per diem reimbursement? Your reimbursement is limited to one-half the double occupancy rate if the person sharing the room is another Government employee on official travel. If the person sharing the room is not a Government employee on official travel, your reimbursement is limited to the single occupancy rate.

41 C.F.R. § 301-11.13. There is no rule requiring employees, married or not, to share a room. If they choose to do so, however, reimbursement is limited to one-half the double occupancy rate.

If you have any additional questions please contact Gail Robinson at (202) 616-0644.

cc: Joseph Cuffari
Tucson Field Office

EXHIBIT 3



U.S. Department of Justice

Office of the Inspector General

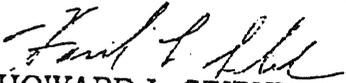
Washington, D.C. 20530

November 26, 2002

OGC-02-007

MEMORANDUM FOR T.J. BONDURANT
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS

FROM:


HOWARD L. SRIBNICK
GENERAL COUNSEL

SUBJECT:

Legal Opinion Regarding Lodging Provided to
Border Patrol Agents by Fellow Border Patrol
Agents

You have requested an opinion regarding the legality of certain lodging arrangements entered into by Border Patrol Agents (BPA's) who were on extended travel away from their home stations in the Douglas, Arizona area. As we understand it, there are two types of lodging arrangements at issue. In the first instance, two BPAs, on separate occasions, rented rooms in the home of a fellow BPA who was permanently stationed in the Douglas area. The evidence indicates the renters and the owner had worked together previously and shared a friendship.¹

In the second case, two Supervisory Border Patrol Agents (SBPAs) who were permanently stationed in the Douglas area, together with their wives, purchased rental properties separate and apart from their primary residences. They then rented these houses to BPAs agents who were sent to the Douglas area on extended travel. None of the agents to whom they rented were in their direct line of supervision. The renters were recruited via word of mouth and the wives managed the properties.

For the reasons explained below, we have concluded that although nothing prevented the traveling BPAs from renting rooms in a fellow agent's home, the applicable regulations provide that the reimbursement

¹ You explained that although the homeowner is currently a supervisor, he did not hold this title at the time he rented to his friends. Accordingly, there are no issues regarding potential misuse of a supervisory position.

for such an arrangement was limited to the actual additional expenses incurred by the host. We have further concluded that the SBPAs were free to let their rental properties to BPAs whom they did not supervise, and that because separate rental properties were involved, reimbursement was not limited to actual expenses incurred.²

Analysis

Federal travel regulations provide specific rules regarding the allowable reimbursement for different types of lodging.

- (a) Conventional lodgings. (Hotel/motel, boarding house, etc.) will be reimbursed the single occupancy rate.
- (c) Lodging with friend(s) or relative(s) (with or without charge). You may be reimbursed for additional costs your host incurs in accommodating you only if you are able to substantiate the costs and your agency determines them to be reasonable. You will not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount.
- (d) Nonconventional lodging. You may be reimbursed the cost of other types of lodging when there are no conventional lodging facilities in the area (e.g., in remote areas) or when conventional facilities are in short supply because of an influx of attendees at a special event (e.g., World's Fair or international sporting event). Such lodging includes college dormitories or similar facilities or rooms not offered commercially but made available to the public by area residents in their homes.

41 C.F.R. § 301-11.12.

Under these regulations, it is clear that the BPAs who rented rooms in their fellow BPA's home could be reimbursed for lodging expenses only to the extent they could substantiate any additional costs the homeowner incurred as a result of their stay. Moreover, this would

² As we understand it, the SPBAs purchased their rental properties sometime after the Border Patrol had begun sending BPAs to the Douglas area in large numbers. Accordingly, there is no argument that the SPBAs had access to any special knowledge as a result of their jobs or that they misused any such knowledge. Similarly, that the renters were not in the chain of command of their landlords eliminates issues about whether the supervisors could have misused their positions to recruit or hold the renters.

have been the case even if they and the homeowner had not shared a friendship.

In numerous decisions interpreting the regulation, the Office of the Comptroller General has made clear that "[r]egardless of the character of the relationship between the employee and his host . . . claims involving noncommercial lodgings should be supported by information indicating that the lodging charges are the result of expenses incurred by the party providing the lodging." Matter of Clarence R. Foltz, 55 Comp. Gen. 856 (1976); see also Matter of Peter Lalic, 68 Comp. Gen. 329 (1989).

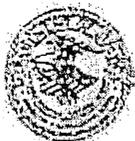
Accordingly, the BPAs who rented rooms in their colleague's home could have legitimately claimed lodging reimbursement only to the extent that they could show that their host incurred additional expenses by putting them up. Absent such evidence, no lodging reimbursement was appropriate.

BPAs who stayed in actual rental properties owned by other Border Patrol employees were not subject to this limitation. Under the regulations and the Comptroller General decisions interpreting them, the crucial distinction is whether the property that was rented can properly be labeled commercial in nature. Separate units that are not part of the owner's home and that would be available to the general public for rent are considered commercial in nature. Moreover, "commercial type accommodations do not automatically turn into noncommercial accommodations under the regulations merely because the employee traveler knows the lodging operator, or the operator is a friend or even a relative." Matter of John T. Bailey, B-230,472, 1989 WL 240521.

Accordingly, the BPAs who rented homes from the two SBPAs would have been entitled to reimbursement for the cost of the rental, assuming the amount charged was consistent with market rates and did not exceed the maximum rate authorized for the area.

cc: Roger Williams
Joseph Cuffari

EXHIBIT 4



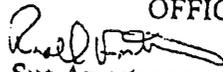
U.S. Department of Justice
Immigration and Naturalization Service
Office of Internal Audit

425 I Street NW
Washington, DC 20536

DEC 12 2002

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MEMORANDUM FOR T. J. BONDURANT
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS
OFFICE OF THE INSPECTOR GENERAL

FROM: 
Sue Armstrong
Assistant Director
Internal Investigations Branch

SUBJECT: Office of Inspector General Case No. 0205111
Re: UNKNOWN

Please find attached documentation of the resolution of the subject case. We have closed the case and will take no further action on it.

If you have any questions regarding this case, please contact me at (202) 514-5765.

Att.



U.S. Department of Justice
Immigration and Naturalization Service

HQFN 80/1

425 I Street NW
Washington, DC 20536

MEMORANDUM FOR SUE E. ARMSTRONG
ASSISTANT DIRECTOR
OFFICE OF INTERNAL AUDIT

THROUGH:

Judy R. Harrison *Judy R. Harrison*
Assistant Commissioner
Office of Financial Management

FROM:

Tommy J. Dodson *Tommy J. Dodson*
Director
Dallas Finance Center, Office of Financial Management

SUBJECT: Office of Internal Audit (OIA) Case No. 02X03101

The Office of Financial Management (OFM), Dallas Finance Center (DFC) has reviewed the information referenced in OIA Case No. 02X03101 that related to an incorrect use of per diem rates as reported by the Office of Inspector General as a result of an audit of travel vouchers.

The OFM DFC detected the errors in April 2001, and corrective measures were taken by informing travel payment staff that applicable per diem rates are based on the ordered point of travel and the lodging location at that time. Additionally, the office that prepared the travel authorizations was contacted, and the requirements of the Federal Travel Regulation (FTR) were discussed in detail.

The DFC has provided extensive training to better educate the Immigration and Naturalization Service (INS) staff of the FTR requirements. The General Services Administration, who is the authoritative source for FTR training, conducted on-site training for DFC Permanent Change of Station staff in April 2002. Additional Temporary Duty training will be given to DFC staff in October 2002, which will be conducted by a former instructor of travel at the Community College of the Air Force.

Memorandum for Sue E. Armstrong
Subject: Office of Internal Audit (OIA) Case No. 02X03101

Page 2

The OFM also provided extensive training on travel voucher preparation at the INS National Travel Management Conference in June 2002. Managers from offices throughout the INS who attended the conference received specific instruction on how to prepare proper travel vouchers. Implementation of the Federal Financial Management System (FFMS) on October 1, 2002, is expected to increase system and payment efficiencies. The INS will also implement an improved Travel Manager system which will provide additional controls to ensure claims submitted by travelers are accurate, and in compliance with the FTR.

The DFC staff had less than one year of experience in travel reimbursements during the time period in which the FY1999 and FY2000 vouchers were processed and the errors occurred. The quality of audits has increased as a result of experience gained by the payment staff, refinement of payment practices and controls, and continued emphasis on training.

The DFC will continue reviewing the exception items referenced and will work closely with GSA to determine if collection of overpayments is required. Most of the documentation supporting the claims has been sent to the archives for storage. Retrieval of archived documentation and resources required to research and evaluate each item will incur some administrative costs. Because the amount of errors in question is immaterial, and the analysis of each overpayment is quite complex, a cost benefit analysis indicates collection of the amounts due would not benefit the INS.

The revised processing procedures, education, and increased expertise of the DFC staff, coupled with the future deployment of Travel Manager and FFMS, provides reasonable assurance future travel voucher discrepancies will be minimized.

If you have any questions, please contact me at 214-915-6111.



U.S. Department of Justice
Immigration and Naturalization Service
Office of Internal Audit

425 I Street NW
Washington, DC 20536

August 7, 2002

*if 10/11
Tom ~~of~~
Roger
for follow up.*

MEMORANDUM FOR T.J. BONDURANT
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS
OFFICE OF INSPECTOR GENERAL

FROM: Sue E. Armstrong
Assistant Director
Office of Internal Audit *SE Armstrong*

SUBJECT: Office of Internal Audit (OIA) Case No. 02X03101/
Office of Inspector General (OIG) Case No. 2002005111M

This is in response to your memorandum of May 15, 2002, regarding the above-referenced case. Attached please find a copy of our referral to the Immigration and Naturalization Service's Office of Financial Management, which provides our determination in this matter. If you have any questions, please do not hesitate to contact me at (202) 307-5885.

Attachment



U.S. Department of Justice
Immigration and Naturalization Service
Office of Internal Audit

425 I Street NW
Washington, DC 20536

August 7, 2002

MEMORANDUM FOR JUDY R. HARRISON
ASSISTANT COMMISSIONER
OFFICE OF FINANCIAL MANGEMENT

FROM: Sue E. Armstrong
Assistant Director
Office of Internal Audit

SUBJECT: Office of Internal Audit (OIA) Case No. 02X03101

The attached materials were received from the Office of Inspector General (OIG). They are the result of an audit of travel vouchers performed by the OIG in connection with an investigation related to reimbursement claims filed by employees on detail to the Tucson Sector. The OIG audited vouchers filed in FY 1999 and FY 2000. As a byproduct of the audit, the OIG prepared the attached report, and states that it appears that the Dallas Finance Center made errors in processing the vouchers, in particular, paying incorrect lodging and meals and incidental expenses rates. The OIG states it appears that the errors resulted in \$16,430.67 being paid improperly to employees. This matter is being forwarded to your for your review, consideration of appropriate corrective action if you deem it warranted, and response back to this office.

The OIG recommended an audit of procedures in place at the Dallas Finance Center for processing vouchers. We are also interested in your response regarding seeking repayment from employees who were improperly reimbursed, if you determine that is the case. Please advise us in writing no later than 60 days from the date of this referral as to your progress in addressing these findings. If you have any questions, please do not hesitate to contact me at 7-5885.

Attachment



U.S. Department of Justice
Office of the Inspector General

Washington, D.C. 20530

May 15, 2002

MEMORANDUM

TO: John Chase, Director
Immigration & Naturalization Service
Office of Internal Audit

FROM: Thomas J. Bonduram *T. Bonduram*
Assistant Inspector General
For Investigations

SUBJECT: ~~OIG Complaint 2002005111-M~~ 02XC3101

The Office of the Inspector General (OIG) has been conducted an investigation in Southern Arizona as it relates to the lodging of Border Patrol Agents (BPAs) detailed in support of Operation Safeguard. I believe that you are aware that our investigation involved an audit of travel vouchers submitted by detailed BPAs for a two- year period. The covered period was FY 1999 and FY 2000.

OIG Auditor Herman Smeenk has now completed this audit and as a byproduct he produced a report that detailed errors on a number of travel vouchers paid totaling \$16,430.67 in overcharges to the INS. I have enclosed a copy of this report for your review as well as copies of the source documents that serve as the basis for our complaint.

It is our understanding that the Travel Section of the INS Finance Center in Dallas, Texas is responsible for the review of travel vouchers prior to payment being authorized. We believe that your office should consider an audit of this process to determine if there is a systemic weakness that requires corrective action.

This matter is being referred to your office as a management issue. Please let me know within sixty days of your response to this matter.

As always, your cooperation in this matter of mutual interest is appreciated.

Received By: Williams, Roger M Date Received: 05/15/2002 How Received: I

SUBJECT: UNK INS PERSONNEL,
 Title: ADMIN Pay Plan: - / SSNO:
 Component: INS EOD Date: / / D.O.B.: / /
 Misc: Alien Number:
 Home: , , F.B.I. No.:
 Phone: - - B.O.P. No.:
 Work: DALLAS FINANCE CENTER TRAVEL SECTION, DALLAS, TX D/L STATE:
 Phone: - - No.:
 Judicial Action: ZIP: Administrative Action:

COMPLAINANT: SMEENK, HERMAN
 Title: ACCT Pay Plan: - / SSNO:
 Component: OIG EOD Date: / / D.O.B.: / /
 Misc: Alien Number:
 Home: , , F.B.I. No.:
 Phone: - - B.O.P. No.:
 Work: OIG HQ, INVESTIGATIONS DIVISION, WASHINGTON, DC D/L STATE:
 Phone: 202-616-0650 No.:
 Contact: Confidential: N Revealed: Authority:

ALLEGATIONS: Offense: 412 - Job Performance Failure
 Occurrence Date: ONGOING Time: UNKNOWN City: DALLAS, State: TX
 Details:

The OIG initiated an investigation concerning possible travel voucher fraud in connection with the unauthorized acceptance of amenities in the form of cash credits, meal allowances, grocery foo coupons, that were offered by hotels in Southern Arizona that were competing for business to house Border Patrol Agents in support of Operation Safeguard.

In that regard, an audit of travel vouchers submitted, was conducted (OIG 2001002553-I Gadsden Hotel, et al), for a two year period covering FY 99 and 2000

As a byproduct of this OIG investigation, this audit found what may be a systemic problem at the INS Fiance Center, Travel Section, with the accurate review of travel vouchers prior to payment thus resulting in overpayments to BPAs This audit discovered multiple errors for this two year period that totaled over \$16,000.00.

DISPOSITION DATA: Office: TC Date: 05/15/2002 Disposition: M Approval: RMW
 Referred To Agency: INS/OIA Component: INS
 Fee Case: N Civil Rights: N Priority: N
 Other Number: Consolidated Case Number:
 Remarks:

Relates to OIG 2001002553, Gadsden Hotel, et al.

Memo from AIG/I to Director Chase requesting consideration of OIA Audit of travel section at INS Finance Center, Dallas, Tx. and response within 60 days.

EXHIBIT 5



U.S. Department of Justice
Immigration and Naturalization Service
Office of Internal Audit

DEC 12 2001

ORIG:MR. BOHLINGER

425 I Street NW
Washington, DC 20536

cc: MCGEE
FILE

DEC 12 2001

MEMORANDUM FOR GEORGE H. BOHLINGER III
EXECUTIVE ASSOCIATE COMMISSIONER
MANAGEMENT

MICHAEL A. PEARSON
EXECUTIVE ASSOCIATE COMMISSIONER
FIELD OPERATIONS

FROM:


John P. Chase
Director
Office of Internal Audit

SUBJECT: Procedural Reform Recommendation – Lodging During Detail Assignments

The purpose of this memorandum is to provide information regarding findings in several investigations of allegations of employee misconduct related to lodging arrangements and claims for reimbursement. The allegations were lodged primarily in areas in which there are a large number of detailed employees, such as at the Service's training academics or in long term, large scale enforcement operations. These findings have ethical and misconduct implications for individual employees, and highlight the agency's obligation to disseminate information to detailees and permanent staff in the location of the detail, in a manner that protects employees from inadvertently becoming involved in situations that represent violations. It is recommended that this information be reviewed with an eye toward correcting systemic weaknesses.

The information presented below is based upon prior and current investigations by the Office of Internal Audit (OIA) and the Office of Inspector General (OIG) into situations described below. Under each allegation is a discussion of the potential violation or ethical consideration.

Service employees coming to a detail assignment were put in contact with by other employees or learned of by word of mouth, local property management companies which provided lodging at a lower rate than the allowable daily lodging rate, and were issued receipts reflecting the full allowable amount. They then vouchered the full allowable daily lodging rate and were reimbursed.

This scenario, in which employees were issued a receipt which did not accurately reflect the amount they paid for lodging is a clear violation, which can subject the employee to criminal penalties (18 United States Code 287, False, Fictitious or Fraudulent Claims), or disciplinary or adverse action. Employees are authorized to claim up to the allotted lodging amount in a particular location. If they are not charged the full amount, they are not entitled to claim it.

Service employees coming to a detail assignment were put in contact with by other employees or learned of by word of mouth, a local commercial establishment or property management company which provided lodging at the full allowable daily lodging rate, but were given a "rebate" each day. These rebates took various forms depending upon the location: vouchers usable at hotel dining, bar and barber facilities; vouchers usable at local grocery stores; cash; and also a certain dollar amount per day that an employee could charge to their room for food and incidentals at the hotel. The rebate amount was not included in or deducted from the lodging rate in any of these situations.

(Handwritten signature)

In these scenarios, the rebate or credit falls into the category of promotional material received in conjunction with official travel from a commercial activity. This is not the equivalent of a hotel offering a continental breakfast or happy hour to all guests, built into the lodging rate, for which a federal traveler would not have to account. Title 41 of the Code of Federal Regulations (CFR) Section 101-25.103-2 states that, "All promotional materials, (e.g., bonus flights, reduced fare coupons, cash, merchandise, gifts, credits toward future free or reduced costs of services or goods, etc.) received by employees in conjunction with official travel and based on the purchase of a ticket or other services (e.g., car rental) are properly considered to be due the government and may not be retained by the employee. The Comptroller General of the United States has stated that employees are obligated to account for any gift, gratuity or benefit received from private sources incident to the performance of official duties (see Comp. Gen. Decision B-199656, July 15, 1981). When an employee receives promotional material, the employee shall accept the material on behalf of the United States and relinquish it to an appropriate agency official." If an employee uses a coupon or credit provided by a lodging establishment, they should adjust the Meals and Incidental Expenses (M&IE) claimed on their voucher accordingly (e.g., subtract the amount of the credit or value of the coupon per day from their M&IE claim).

Another alternative would be for management to negotiate a favorable market rate for lodging with the providers, and disallow gratuities up front. It is noted that the INS is not currently in compliance with 41 CFR 101-25.103-1, which states that federal agencies in a position to receive promotional materials shall establish internal procedures for the receipt and disposition of same.

Service employees rented rooms in private residences located for them by spouses of permanent academy or Sector employees. Additionally, some of the rental properties were owned by Service employees. In some cases, employees were charged the full allowable daily lodging rate, in others, they were charged less than the full daily rate, but were issued a receipt of the full rate amount.

- The spouses of permanent academy staff operated as "relocation" entities and provided lodging for incoming detail instructors. Some of the spouses were operating as an incorporated business entity, others were not and were simply issuing monthly lodging receipts under a fictitious business name. Some of the spouses paid a "finders fee" to staff who forwarded names of potential detailee renters to them.

While there is no prohibition against owning a rental property and renting to other employees (or through a rental company), some factors should be considered.

The first scenario, above, again represents a clear violation in the form of a false claim if the employee submits a voucher claiming the full allowable lodging rate. The issue of employee or spousal employment in the real estate business, and either locating or providing rental properties to other employees who come to the area on an official detail, has several ethical implications. If the rental business was not an ongoing concern before the details started, the employee could be construed to be profiting from knowledge related to their official duties (e.g., the number and identity of incoming detailees), a possible conflict of interest under 18 USC 208, prohibition against participating in matters affecting an employee's own financial interests (See also, 5 CFR Part 2635, Use of Nonpublic Information). Even if the rental business is managed by the spouse, the spousal relationship still equates it with an employee's own financial interests.

Evidence obtained in these investigations disclosed that employees who claimed there was an "arms length" relationship with their spouse's business in that the business was in the spouse's name only, actually engaged in showing properties to other employees, and served as intermediaries for messages about properties and rental payments. This confirmed that the situation reflected upon their own financial interests.

There may also be an inappropriate supervisor/subordinate relationship if a permanent supervisory employee (or spouse) is engaging in a financial transaction with someone under their supervision. The "finders fee" is inappropriately offered and accepted. Employees should not be profiting from information obtained by virtue of their official positions.

Service employees rented rooms in the private residences of permanent employees of a detail location, and were charged and issued a receipt for the full daily lodging rate, which they then claimed for reimbursement on a voucher.

Again, there is no prohibition against owning rental property and renting to other employees, however, the Federal Travel Regulations speak to the issue of rentals in one's primary residence.

EXHIBIT 6



HQFIN 80/9

John Chase

425 I Street, NW
Washington, DC 20536

2002

MEMORANDUM FOR ALL INS EMPLOYEES

FROM: Judy R. Harrison *Judy R. Harrison*
Assistant Commissioner
Office of Financial Management

SUBJECT: Frequently Asked Questions #18—Lodging During Temporary Duty Travel

This is the eighteenth in a series of frequently asked question messages from the Office of Financial Management concerning policy for travel. The topic of this memorandum is Lodging During Temporary Duty Travel (TDY). If you have further questions, please contact Tamara Echols at (202) 307-4617 or Kurt Snyder at (202) 616-9939.

Please note that the information contained in these messages does not supersede specific language in the Immigration and Naturalization Service's bargaining unit contracts. Rather, the provisions of these messages should be understood and applied in a manner consistent with the requirements of the applicable labor agreement, if any.

General Rules

1. QUESTION: What types of accommodations should I obtain while on official TDY?

ANSWER: Employees are encouraged to stay in conventional lodging facilities, such as commercial hotels, motels and lodges, that have been approved by the Federal Emergency Management Agency (FEMA) as "approved accommodations." For a list of FEMA approved hotels, you may visit www.policyworks.gov/travel or make your reservations through your local Travel Management Center (TMC). Reference: *Federal Travel Regulation (FTR) Section 301-11.11*

Memorandum for All Employees
Subject: Frequently Asked Questions about Temporary Duty Travel #18

Page 2

2. QUESTION: What if I choose to stay with a friend or relative?

ANSWER: Employees are permitted to stay with friends or relatives while on TDY. However, employees who rent from a place that is not commercially available to the public will not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount. Instead, reimbursement will be limited to additional costs your host incurs in accommodating you, (e.g., the rental of a cot or bed). The extra costs paid to the friend or relative for such items may be reimbursed to the employee but must be substantiated with proof, such as a bill or statement. Reference: *FTR Section 301-11.12*

If an employee stays in a room or house of an individual who is in the business of renting rooms to the public, then the employee renting the accommodations may be reimbursed for the rental costs. The rental cost should not exceed the amount charged to the general public and the maximum per diem rate allowed for that location.

3. QUESTION: What if the property owner or the property management offer or agree to provide a receipt for a higher amount than the amount actually paid?

ANSWER: An employee may not submit a claim that does not accurately reflect the amount paid for lodging. Submitting a claim for more than the amount actually incurred is a violation of the US Code (18 United States Code 287, False, Fictitious or Fraudulent Claims) and can subject the employee to criminal penalties, or disciplinary or adverse action. Employees are authorized to claim up to the allotted lodging amount in a particular location. If the employee is not charged the maximum lodging per diem amount, the employee is not entitled to claim it. Employees should ensure that the lodging receipt reflects the actual costs incurred, net of any cash rebates or similar credits.

4. QUESTION: What should I do with vouchers or credits that I receive while staying at a commercial lodging facility?

ANSWER: Pursuant to Section 1116 of the National Defense Authorization Act for Fiscal Year 2002, the General Services Administration has issued the following regulation: Any promotional benefits or materials received from a travel service provider (i.e., frequent flyer miles, upgrades, or access to carrier clubs or facilities, and coupons for discounted meals or services provided by the hotel) in connection with official travel may be retained for personal use, if such items are obtained under the same conditions as those offered to the general public and at no additional cost to the Government. Reference: *FTR 301-10 Amendment*

Date: 04/23/2002 11:01 AM

Sender: INS Broadcast

To: Karina Anchieta; Barbara Anderson; Diana L Anderson; George E Anderson; Peder A Anderson; Robert Anderson; Ross S Anderson; Ross TDY Anderson; Stuart Anderson; Kurt O Andolsun; Sharon Andrade; Thomas Andreotta; Brian Andrews; Chonlatit Andrews; Jim R Andrus; John J Andrzejewski; Jackie Angelelli; Jerald Angell; Franca B Angelucci; Karen S Angelucci; Reemployed Annuitants; Jacob A Antoninis; Gabriel Anwar; Vicki L Apodaca; Ermin Apolinario; Myriam Aponte; Gregory J Archambeault; Carlos W Archuleta; Karlee Arey; Jeannette C Armell; Daniel D Armendariz; Rose-Marie Armstrong; Sue E Armstrong; Jill Arndt; Kurt R Arneson; Paul Arnold; Norma A Arocho; Ismael Arreola; Mario Arreola; Susan K Arroyo; James K Arthur; Paul S Arthur; Larry G Arthurs; Octavio Arvizu; Kwabena Asamoah; Weekly Report ASC; Robert A Aserkoff; Jennifer L Ash; Earl L Ashton

Priority: Normal

Subject: Frequently Asked Questions #18-Lodging During Temporary Duty

Forwarded on behalf of: Office of Financial Management

MEMORANDUM FOR ALL INS EMPLOYEES

FROM: Judy R. Harrison
Assistant Commissioner
Office of Financial Management

SUBJECT: Frequently Asked Questions #18-Lodging During Temporary
Duty Travel

This is the eighteenth in a series of frequently asked question messages from the Office of Financial Management concerning policy or travel. The topic of this memorandum is Lodging During Temporary Duty Travel (TDY). If you have further questions, please contact Tamara Echols at (202) 307-4617 or Kurt Snyder at (202) 616-9939.

Please note that the information contained in these messages does not supersede specific language in the Immigration and Naturalization Service's bargaining unit contracts. Rather, the provisions of these messages should be understood and applied in a manner consistent with the requirements of the applicable labor agreement, if any.

General Rules

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ANSWER: Employees are encouraged to stay in conventional lodging facilities, such as commercial hotels, motels and lodges, that have been approved by the Federal Emergency Management Agency (FEMA) as "approved accommodations." For a list of FEMA approved hotels, you may visit www.policyworks.gov/travel or make your reservations through your local Travel Management Center (TMC). Reference:

Federal Travel Regulation (FTR) Section 301-11.11

2. QUESTION: What if I choose to stay with a friend or relative?

ANSWER: Employees are permitted to stay with friends or relatives while on TDY. However, employees who rent from a place that is not commercially available to the public will not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount. Instead, reimbursement

will be limited to additional costs your host incurs in accommodating you, (e.g., the rental of a cot or bed). The extra costs paid to the friend or relative for such items may be reimbursed to the employee but must be substantiated with proof, such as a bill or statement.

Reference: FTR Section 301-11.12

If an employee stays in a room or house of an individual who is in the business of renting rooms to the public, then the employee renting the accommodations may be reimbursed for the rental costs. The rental cost should not exceed the amount charged to the general public and the maximum per diem rate allowed for that location.

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ANSWER: An employee may not submit a claim that does not accurately reflect the amount paid for lodging. Submitting a claim for more than the amount actually incurred is a violation of the US Code (18 United States Code 287, False, Fictitious or Fraudulent Claims) and can subject the employee to criminal penalties, or disciplinary or adverse action. Employees are authorized to claim up to the allotted lodging amount in a particular location. If the employee is not charged the maximum lodging per diem amount, the employee is not entitled to claim it. Employees should ensure that the lodging receipt reflects the actual costs incurred, net of any cash rebates or similar credits.

4. QUESTION: What should I do with vouchers or credits that I receive while staying at a commercial lodging facility?

ANSWER: Pursuant to Section 1116 of the National Defense Authorization Act for Fiscal Year 2002, the General Services Administration has issued the following regulation: Any promotional benefits or materials received from a travel service provider (i.e., frequent flyer miles, upgrades, or access to carrier clubs or facilities, and coupons for discounted meals or services provided by the hotel) in connection with official travel may be retained for personal use, if such items are obtained under the same conditions as those offered to the general public and at no additional cost to the Government.

Reference: FTR 301-10 Amendment 104

EXHIBIT 7



U.S. Department of Justice
Immigration and Naturalization Service
U.S. Border Patrol

TCA 100/5.7-C

Office of the Chief Patrol Agent

1970 W. Ajo Way
Tucson, Arizona 85713
(520) 670-6871

April 25, 2002

MEMORANDUM FOR GUSTAVO DE LA VINA
CHIEF, U.S. BORDER PATROL
WASHINGTON, DC

FROM: David V. Aguilar
Chief Patrol Agent
Tucson Sector

SUBJECT: Local Actions Taken on Allegations

The following information is being forwarded as a means of updating your office on certain specific actions taken by Tucson Sector on the allegations of impropriety on the part of Agents detailed into the Tucson Sector. The matter is currently being investigated by the Office of Inspector General and the INS Office of Internal Audit and was discussed by Office of Internal Audit Director John Chase at the Chief Patrol Agent breakout session on April 16th.

The allegations of improprieties related to housing rentals by Border Patrol Agents detailed into the Douglas Station were first received on May 8, 2001 by APAIC Norma King. APAIC King notified the Office of Inspector General and Tucson Sector Headquarters by way of memorandum on the same day.

Douglas Station

All incoming details are addressed by Supervisory Border Patrol Agent personnel at the time of their arrival and scheduling into the station rotations. Commencing with the May 20, 2001 detail rotation, the issue of improprieties relating to housing/rentals has been addressed. It has been made clear that an employee should not submit a claim that does not accurately reflect the amount paid for lodging. This procedure has been followed through the last detail rotation into the Douglas Station that ended on April 21, 2002.

MEMORANDUM TO GUSTAVO DE LA VINA, CHIEF
Subject: Local Actions Taken on Allegations



Page 2

Naco Station

The Naco Station received 10 detailers commencing February 11, 2001. The Naco Station has included the same housing/rental specific briefing and cautions since November 8, 2001. Naco continued this type of briefing through the last rotation that occurred on March 23, 2002.

Casa Grande - Tucson - Ajo Stations

The Casa Grande, Tucson, and Ajo Stations are currently receiving detailers as an augmentation to their West Desert operations. The detailers all receive the same type of briefing relative to housing/rental concerns.

EXHIBIT 8



U.S. Department of Justice
Immigration and Naturalization Service
U. S. Border Patrol
Office of the Chief Patrol Agent
San Diego Sector

SDC 50/1

2411 Baswell Road
Chula Vista, California 91914-3519

April 24, 2002

MEMORANDUM FOR SECTOR STAFF
PATROL AGENTS IN CHARGE,
SUPERVISORY SPECIAL AGENTS
ENFORCEMENT DEPARTMENT HEADS
ALL AGENTS
SAN DIEGO SECTOR

FROM: William T. Veal 
Chief Patrol Agent

SUBJECT: Ethical Issues Involving Travel Vouchers

The Service has recently experienced a significant increase in travel voucher problems, ranging from simple mistakes to ethical violations to fraud warranting criminal prosecution. Since the San Diego Sector frequently details employees to other Sectors and to the Academics, all employees are reminded of the following provisions of the Federal Travel Regulations regarding reimbursement for lodging in particular.

Reimbursement for lodging must be based on actual cost. Receipts are required for reimbursement of all lodging expenses, and receipts must accurately reflect the amount actually paid for lodging costs. It is unacceptable to submit a claim using a receipt which reflects a higher amount than actually paid for lodging. The cost of lodging, excluding tax, may be reimbursed if it does not exceed the maximum lodging amount prescribed by the applicable per diem rate. Employees are encouraged to present hotels with tax exempt forms whenever possible; however, taxes on lodging may be reimbursed as a miscellaneous expense.

05/22/02 10:43 FAX 2025143478

HQBOR

→ SAN DIEGO

002/003



US Department of Justice
Immigration and Naturalization Service

HQFIN 80/9

202 APR 23 AM 11:54

Johanna Williams

425 I Street, NW
Washington, DC 20536

10/22/02

MEMORANDUM FOR ALL INS EMPLOYEES

FROM: Judy R. Harrison *Judy R. Harrison*
Assistant Commissioner
Office of Financial Management

SUBJECT: Frequently Asked Questions #18—Lodging During Temporary Duty Travel

This is the eighteenth in a series of frequently asked question messages from the Office of Financial Management concerning policy for travel. The topic of this memorandum is Lodging During Temporary Duty Travel (TDY). If you have further questions, please contact Tamara Echols at (202) 307-4617 or Kurt Snyder at (202) 616-9939.

Please note that the information contained in these messages does not supersede specific language in the Immigration and Naturalization Service's bargaining unit contracts. Rather, the provisions of these messages should be understood and applied in a manner consistent with the requirements of the applicable labor agreement, if any.

General Rules

1. QUESTION: What types of accommodations should I obtain while on official TDY?

ANSWER: Employees are encouraged to stay in conventional lodging facilities, such as commercial hotels, motels and lodges, that have been approved by the Federal Emergency Management Agency (FEMA) as "approved accommodations." For a list of FEMA approved hotels, you may visit www.policyworks.gov/travel or make your reservations through your local Travel Management Center (TMC). Reference: *Federal Travel Regulation (FTR) Section 301-1.1.11*

05/22/02 10:43 FAX 2025143478

HQBOR

→ SAN DIEGO

003/003

Memorandum for All Employees
Subject: Frequently Asked Questions about Temporary Duty Travel #18

Page 2

2. QUESTION: What if I choose to stay with a friend or relative?

ANSWER: Employees are permitted to stay with friends or relatives while on IDY. However, employees who rent from a place that is not commercially available to the public will not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount. Instead, reimbursement will be limited to additional costs your host incurs in accommodating you, (e.g., the rental of a cot or bed). The extra costs paid to the friend or relative for such items may be reimbursed to the employee but must be substantiated with proof, such as a bill or statement. Reference: *FTR Section 301-11.12*

If an employee stays in a room or house of an individual who is in the business of renting rooms to the public, then the employee renting the accommodations may be reimbursed for the rental costs. The rental cost should not exceed the amount charged to the general public and the maximum per diem rate allowed for that location.

3. QUESTION: What if the property owner or the property management officer or agree to provide a receipt for a higher amount than the amount actually paid?

ANSWER: An employee may not submit a claim that does not accurately reflect the amount paid for lodging. Submitting a claim for more than the amount actually incurred is a violation of the US Code (18 United States Code 287, False, Fictitious or Fraudulent Claims) and can subject the employee to criminal penalties, or disciplinary or adverse action. Employees are authorized to claim up to the allotted lodging amount in a particular location. If the employee is not charged the maximum lodging per diem amount, the employee is not entitled to claim it. Employees should ensure that the lodging receipt reflects the actual costs incurred, net of any cash rebates or similar credits.

4. QUESTION: What should I do with vouchers or credits that I receive while staying at a commercial lodging facility?

ANSWER: Pursuant to Section 1116 of the National Defense Authorization Act for Fiscal Year 2002, the General Services Administration has issued the following regulation: Any promotional benefits or materials received from a travel service provider (i.e., frequent flyer miles, upgrades, or access to carrier clubs or facilities, and coupons for discounted meals or services provided by the hotel) in connection with official travel may be retained for personal use, if such items are obtained under the same conditions as those offered to the general public and at no additional cost to the Government. Reference: *FTR 301-10 Amendment*

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EXHIBIT 9



U.S. Department of Justice
Immigration and Naturalization Service

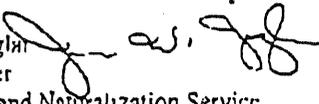
HQFIN 80/9

Office of the Commissioner

225 / Street, NW
Washington, DC 20536

SEP 05 2002

MEMORANDUM FOR ALL EMPLOYEES

FROM: James W. Ziglar 
Commissioner
Immigration and Naturalization Service

SUBJECT: Claiming Expenses for Official Travel

It has come to my attention that a few Immigration and Naturalization Service (INS) employees have allegedly submitted claims for travel expenses that they did not incur. The allegations are being investigated and anyone found to have made or been party to such claims should expect severe disciplinary action and/or criminal penalties. Submitting false travel claims has ethical and misconduct implications for individual employees and will not be tolerated at the INS.

The allegations currently under investigation indicate that certain employees have participated in offers with lodging establishments to obtain receipts stating that the maximum lodging rate allowable for that location was paid when, in fact, a lesser rate was paid. Filing a voucher that claims a higher amount than actually paid is a false, fictitious, or fraudulent claim against the Federal Government. In locations with a large number of detailed Government employees, local merchants may approach employees with special offers or enticements to obtain Government business. While many such offers or enticements are legitimate and provide value to the Government, it is the responsibility of employees to avoid arrangements designed to enable them to claim travel expenses not actually incurred.

I know that most INS employees are honest and law abiding when filing their travel vouchers. However, please know that we intend to identify those individuals who file fraudulent claims and deal with them appropriately.

It is essential to always follow the Federal Travel Regulation in incurring official travel expenses and in filing claims for reimbursement of those expenses. If you do not know whether certain expenses are allowable, contact your local administrative officer or the Travel Management Section of the Office of Financial Management at (202) 616-9939.

EXHIBIT 10

MEMORANDUM

September 1, 1998

TO: Heads of Department Components

FROM: /s/
Stephen R. Colgate
Assistant Attorney General
for Administration

SUBJECT: Revised Policy Guidelines for Authorizing and
Administering Extended Travel Assignments

Attached are policy guidelines for authorizing and administering extended travel assignments. Since my issuance of guidance on March 3, 1997, the Taxpayer Relief Act of 1997 was enacted, rendering as non-taxable, extended travel assignments of the Department's investigators, prosecutors, and support personnel. Extended assignments for other program or administrative purposes may still be taxable under the Internal Revenue Code. The attached guidelines address the issue of taxability of such assignments.

These guidelines were developed to assist components in interpreting and implementing the federal and Department of Justice Travel Regulations, and to achieve greater consistency within the Department in managing extended travel assignments.

If you have any questions concerning these policies, please call James E. Williams, Director, Finance Staff, on (202) 616-5800.

Attachments

POLICY GUIDELINES FOR EXTENDED TRAVEL ASSIGNMENTS

September 1, 1998

Law and Regulations

The current statutory and regulatory requirements are as follows:

1. When travel to a single location is expected to last for an extended period, per diem should be reduced if the employee is able to obtain lodgings at a weekly or monthly rate that is less than the maximum allowable. [Federal Travel Regulation, 41 CFR § 301-7.12(b)]
2. When travel to a single location is expected to be prolonged or indefinite, consideration should be given to transferring the employee to the new location. [Supplement to Order DOJ 2200.11D, § 301-1.7]
3. Generally, when travel to a single location is expected to exceed or actually exceeds one year, certain reimbursements constitute taxable income to the employee. [26 U.S.C. §162(a)]
4. Travel which is certified as being for the purpose of investigation or prosecution of a federal crime is excepted from taxation under 26 U.S.C. § 162(a). The exception was enacted by The Taxpayer Relief Act of 1997, Pub. L. No. 105-34, § 1204,

Policy Guidelines

The following are the policy guidelines of the Department which apply to all components. In each instance of extended travel assignments in excess of 90 days, a Memorandum of Understanding (MOU) must be executed between the employee, the official authorizing the assignment, and an official at the temporary duty site in accordance with item #6 below.

1. Extended Travel Defined: Extended travel is travel to a single location which exceeds 30 days.
2. Reduced per diem. When a travel assignment is expected to last more than 30 days and where it is possible to secure lodging and meals at less than the maximum allowable by travel regulations, total per diem, consisting of lodging

plus the M&IE allowance, should be reduced to a level of no more than 75 percent of the maximum allowable for temporary duty travel.

For an assignment that will last more than 90 days, per diem must be so reduced. Normally, per diem will be reduced well below the 75 percent level. Absent extenuating circumstances, the 75 percent level is the ceiling. There is no minimum entitlement. The actual amount authorized should approximate the employee's actual expenses. At the discretion of the authorizing officer, full per diem may be allowed for the first 30 days of an assignment that will last more than 90 days, to afford the detailed employee the opportunity to obtain lower cost lodging and meals.

Exceptions authorizing in excess of 75 percent of the maximum per diem must be approved by the Component Head or the Component Head's Principal Deputy, or other official delegated such authority by either the Component Head or his or her Principal Deputy.

As an example, consider a detail to Washington, DC. The per diem for Washington, DC is \$124 per night for lodging plus \$38 per day for M&IE. The maximum allowable for 30 days is \$4,860. Seventy-five percent of that amount is \$3,645, consisting of \$2,790 for lodging plus \$855 for M&IE. The \$3,645 establishes a ceiling.

	<u>Maximum</u>	<u>75%</u>
Lodging	\$124 X 30 = \$3,720	\$2,790
M&IE	38 X 30 = <u>1,140</u>	<u>855</u>
Total	\$4,860	\$3,645

Often, when lodging is secured on a monthly basis, the cost will be lower than 75 percent of the lodging allowance times 30 nights. For example, if an employee on an extended assignment in Washington obtains lodging for \$1,700 per month, a total per diem of \$2,555--53 percent of the maximum allowance--would be appropriate for a flat monthly rate. The actual rate to be allowed must be determined in each case, based on the expenses the detailed employee is anticipated to incur.

Other Expenses Considered. If the employee were to demonstrate the necessity to incur additional reasonable costs to maintain dual residences while on temporary duty, those additional costs may be considered in setting the

lodging allowance. In this example, if an employee were to demonstrate an additional \$100 in reasonable costs that are directly related to the temporary duty assignment, then the total allowance could be set at \$2,655 as a flat monthly rate. That amount, approximately 55 percent of the maximum, would consist of the actual cost of lodging plus \$100 for the additional costs relating to the primary residence and 75 percent of the M&IE allowance.

3. **Return Trips Home.** There is no regulatory limit to the number of trips an employee may be required to make for official purposes. When an employee is on an extended travel assignment, return trips to the employee's place of abode may be authorized based on a determination that it is advantageous to the government. Such trips, paid for by the government, should not be authorized more frequently than twice per month, based on length of the assignment and other particulars of the individual assignment. Fewer trips may be authorized. More frequent return trips home require special approval by the Component Head or his or her Principal Deputy, or other official delegated such authority by either the Component Head or his or her Principal Deputy, unless it is cost effective to authorize more frequent trips.

A specific case-by-case cost analysis is not required to conclude that the costs of periodic weekend return travel (including the costs of potential overtime, if applicable) are outweighed by the savings in terms of per diem, increased employee efficiency and productivity, as well as reduced costs of recruitment and retention of employees.

4. **Effect of Leave and other Official Travel on Reimbursement.**

When a detailed employee is on leave, or while away from the extended assignment on a return trip home, or away for official travel to a different temporary duty location, the reduced per diem will be further reduced by the daily M&IE allowance used to calculate the reduced per diem times the number of days the employee is away from the extended assignment location. When the employee is on official travel, per diem shall be paid for the location of that temporary duty. Only the M&IE portion of per diem paid at the extended assignment is not paid when the employee is away from the extended assignment location: all other expenses will continue to be paid in accordance with the extended travel authorization. If lodging for the extended

travel assignment had been on an actual basis rather than part of reduced per diem, it too could not be paid when temporary duty travel away from that location is authorized.

5. Relocation option. When it is known at the outset of an extended assignment, or when it becomes known that it will last for a year or more, the transfer option should be considered. A cost comparison need not be the sole basis for the transfer decision. Other factors, including but not limited to, personnel management, employee efficiency and productivity, short and long term program goals and strategies should be considered. After March 22, 1997, temporary relocations with limited reimbursements to employees may be authorized, in accordance with the Federal Employee Travel Reform Act of 1996 and implementing regulations to be issued by the General Services Administration.
6. Taxability of Lodging and Meal Allowances. The following applies to extended travel assignments, except for travel assignments which have been certified as being in direct support of investigation and prosecution of civil and criminal matters. When extended assignments exceed one year or when it is reasonably expected that the assignment will exceed one year, reimbursements (or payments made by the agency on behalf of the employee) for lodging and M&IE will constitute taxable income to the employee. Reimbursements for lodging and M&IE will constitute taxable income to the employee from the point that the reasonable expectation arises that the extended assignment will exceed one year.

Even though the term of the assignment may be difficult to determine at the beginning, the MOU must state an expectation of the term of the assignment.

The taxable payments/reimbursements are subject to federal, state, and local income tax withholding, FICA withholding (as appropriate), and Medicare withholding.

To reduce the number of instances in which it is necessary to tax employees for their travel reimbursements, the Department's policy is that per diem payments will not extend beyond one year, unless approved by the Component Head or his or her Principal Deputy or other official delegated such authority by either the Component Head or his

or her Principal Deputy.

7. **Exception to Taxation - Investigation and Prosecution.** The Taxpayer Relief Act of 1997, Pub. L. No. 105-34, § 1204, excepts from the 1-year limitation on travel deductions under § 162 (a) of the Internal Revenue Code, any federal employee during any period for which such employee is certified by the Attorney General (or designee thereof) as traveling on behalf of the United States in a temporary duty status to investigate, or provide support services for the investigation of a federal crime. The Internal Revenue Service has interpreted this provision to also include travel to prosecute a federal crime. Accordingly, any extended travel assignments which have been certified as such, are not taxable. The Attorney General has delegated to the Assistant Attorney General for Administration, the authority to certify employees as traveling on behalf of the United States to investigate, litigate, or prosecute federal crimes. This certification is only necessary when the travel would otherwise be taxable as described in paragraph 6.
8. **Receipts Not Required.** When extended travel allowances have been authorized in accordance with these policies and have been documented through the required Memorandum of Understanding demonstrating the appropriate per diem reductions, the per diem rate payable on the payment voucher will be paid without receipts normally provided by the employee. (See 41 CFR § 301-7.12.)
9. **Memorandum of Understanding (MOU).** In each instance of extended travel assignments in excess of 90 days, an MOU must be executed between the employee, the official authorizing the assignment, and a senior official at the temporary duty site, (so that allowances may be monitored for equity among all DOJ employees at that location), and must specify all elements of reimbursement and conditions affecting those elements, as follows:
 - a. **Dates.** The MOU must state a beginning date and an expected ending date. The term of the MOU generally may not exceed one year; therefore, all MOUs must be renewed no less frequently than annually.

- b. **Cost.** MOUs must include the amount of per diem to be paid, demonstrating appropriate reduction and approvals in accordance with Department policy. The per diem authorized should always state separately, the lodging and the M&IE, even when the total per diem has been reduced in accordance with paragraph 2.
- c. **Residence.** The MOU must require the employee to certify whether or not he or she intends to maintain a personal abode in a real and substantial sense at the permanent duty station. The MOU must also require the employee to notify his or her supervisor if at some point during the assignment, the personal abode at the official duty station is no longer maintained, or has been changed in a substantial manner to reduce living expenses. The MOU must also require that the employee notify his or her supervisor of any change in the cost of lodging at the temporary duty location. Management should review such changes in expenses to determine whether any adjustment in the lodging allowance is necessary.
- d. **Return Trips Home.** The MOU must specify the frequency of return trips home that will be reimbursed by the Government, excluding trips required for official duty for purposes relating to the extended assignment or for other purposes.
- e. **Taxability.** The MOU must state whether or not any payments on behalf of, or reimbursements to, the employee are to be considered taxable income to the employee. Unless excepted under paragraph 6., MOUs for assignments expected to exceed one year must contain a specific provision that all per diem reimbursements are taxable income to the employee.