

UNITED STATES DISTRICT COURT

for the

Southern District of Texas

United States of America

v.

Kevin Lyndel Massey

6494 FM 2101, Quinlan, Texas 75474

214-215-5557(Cell No.); 214-215-2069 (Wife's Cell No.)

Defendant

Case No. **B-14-MJ-968-1**

APPEARANCE BOND

Defendant's Agreement

I, **Kevin Lyndel Massey** (*defendant*), agree to follow every order of this court, or any court that considers this case, and I further agree that this bond may be forfeited if I fail:

- ☒ (X) to appear for court proceedings;
- ☒ (X) if convicted, to surrender to serve a sentence that the court may impose; or
- ☒ (X) to comply with all conditions set forth in the Order Setting Conditions of Release.

Type of Bond

☐ () (1) This is a personal recognizance bond.

☒ (✓) (2) This is an unsecured bond of \$ **30,000.00**

☐ () (3) This is a secured bond of \$ _____, secured by:

☐ () (a) \$ _____, in cash deposited with the court.

☐ () (b) the agreement of the defendant and each surety to forfeit the following cash or other property
(describe the cash or other property, including claims on it – such as a lien, mortgage, or loan – and attach proof of ownership and value):

If this bond is secured by real property, documents to protect the secured interest may be filed of record.

☐ () (c) a bail bond with a solvent surety (attach a copy of the bail bond, or describe it and identify the surety):

Forfeiture or Release of the Bond

Forfeiture of the Bond. This appearance bond may be forfeited if the defendant does not comply with the above agreement. The court may immediately order the amount of the bond surrendered to the United States, including the security for the bond, if the defendant does not comply with the agreement. At the request of the United States, the court may order a judgment of forfeiture against the defendant and each surety for the entire amount of the bond, including interest and costs.

Release of the Bond. The court may order this appearance bond ended at any time. This bond will be satisfied and the security will be released when either: (1) the defendant is found not guilty on all charges, or (2) the defendant reports to serve a sentence.

Declarations

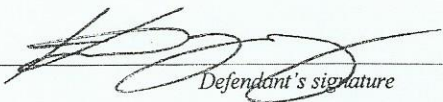
Ownership of the Property. I, the defendant – and each surety – declare under penalty of perjury that:

- (1) all owners of the property securing this appearance bond are included on the bond;
- (2) the property is not subject to claims, except as described above; and
- (3) I will not sell the property, allow further claims to be made against it, or do anything to reduce its value while this appearance bond is in effect.

Acceptance. I, the defendant – and each surety – have read this appearance bond and have either read all the conditions of release set by the court or had them explained to me. I agree to this Appearance Bond.

I, the defendant – and each surety – declare under penalty of perjury that this information is true. (See 28 U.S.C. § 1746.)

Date: 11/3/14


Defendant's signature

Surety/property owner – printed name

Surety/property owner – signature and date

Surety/property owner – printed name

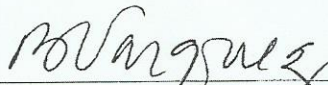
Surety/property owner – signature and date

Surety/property owner – printed name

Surety/property owner – signature and date

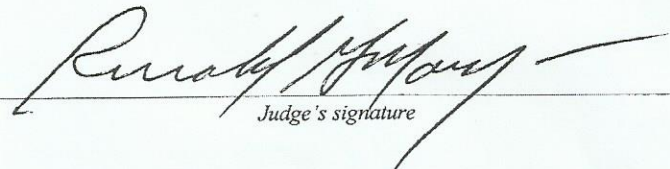
CLERK OF COURT

Date: 11/3/14


Signature of Clerk or Deputy Clerk

Approved.

Date: 11/3/14


Judge's signature

UNITED STATES DISTRICT COURT
for the
Southern District of Texas

United States of America)

v.)

Kevin Lyndel Massey)*Defendant*)Case No. **B-14-MJ-968-1**

ORDER SETTING CONDITIONS OF RELEASE

IT IS ORDERED that the defendant's release is subject to these conditions:

- (1) The defendant must not violate federal, state, or local law while on release.
- (2) The defendant must cooperate in the collection of a DNA sample if it is authorized by 42 U.S.C. § 14135a.
- (3) The defendant must advise the court or the pretrial services office or supervising officer in writing before making any change of residence or telephone number.
- (4) The defendant must appear in court as required and, if convicted, must surrender as directed to serve a sentence that the court may impose.

The defendant must appear at: _____

U.S. District Court

*Place*600 E. Harrison St. Brownsville, TX 78520

on _____

to be notified*Date and Time*

If blank, defendant will be notified of next appearance.

- (5) The defendant must sign an Appearance Bond, if ordered.

ADDITIONAL CONDITIONS OF RELEASE

IT IS FURTHER ORDERED that the defendant's release is subject to the conditions marked below:

- () (6) The defendant is placed in the custody of:

Person or organization _____

Address (only if above is an organization) _____

City and state _____

Tel. No. _____

who agrees to (a) supervise the defendant, (b) use every effort to assure the defendant's appearance at all court proceedings, and (c) notify the court immediately if the defendant violates a condition of release or is no longer in the custodian's custody.

Signed: _____

Custodian

Date

- (✓) (7) The defendant must:

- (✓) (a) submit to supervision by and report for supervision to the U.S. Pretrial Services Agency,

telephone number 956-548-2667, no later than _____.

- (✓) (b) continue or actively seek employment and provide proof to Pretrial Services.

- () (c) continue or start an education program and provide proof to Pretrial Services.

- () (d) surrender any passport to: U.S. Pretrial Services Agency.

- (✓) (e) not obtain a passport or other international travel document.

- (✓) (f) abide by the following restrictions on personal association, residence, or travel:
- Travel is restricted to the Northern District of Texas with permission to travel to Brownsville, Texas for court appearances and attorney visits only. No travel into Mexico.**

- (✓) (g) avoid all contact, directly or indirectly, with any person who is or may be a victim or witness in the investigation or prosecution, including:
- co-defendants and any member of "Rusty's Rangers", an armed citizen militia group.**

- () (h) get medical or psychiatric treatment: _____

- () (i) return to custody each _____ at _____ o'clock after being released at _____ o'clock for employment, schooling, or the following purposes: _____

- () (j) maintain residence at a halfway house or community corrections center, as the pretrial services office or supervising officer considers necessary.

- (✓) (k) not possess a firearm, destructive device, or other weapon; remove all weapons/firearms from residence prior to release and provide proof to Pretrial Services.

- (✓) (l) not use alcohol (✓) at all () excessively.

- (✓) (m) not use or unlawfully possess a narcotic drug or other controlled substances defined in 21 U.S.C. § 802, unless prescribed by a licensed medical practitioner.

- () (n) submit to testing for a prohibited substance if required by the pretrial services office or supervising officer. Testing may be used with random frequency and may include urine testing, the wearing of a sweat patch, a remote alcohol testing system, and/or any form of prohibited substance screening or testing. The defendant must not obstruct, attempt to obstruct, or tamper with the efficiency and accuracy of prohibited substance screening or testing.

- () (o) participate in a program of inpatient or outpatient substance abuse therapy and counseling if directed by the pretrial services office or supervising officer.

- (✓) (p) participate in one of the following location restriction programs and comply with its requirements as directed.

- () (i)
- Curfew.**
- You are restricted to your residence every day () from _____ to _____, or () as directed by the pretrial services office or supervising officer; or

- (✓) (ii)
- Home Detention.**
- You are restricted to your residence at all times except for employment; education; religious services; medical, substance abuse, or mental health treatment; attorney visits; court appearances; court-ordered obligations; or other activities approved in advance by the pretrial services office or supervising officer; or

- () (iii)
- Home Incarceration.**
- You are restricted to 24-hour-a-day lock-down at your residence except for medical necessities and court appearances or other activities specifically approved by the court.

- (✓) (q) submit to location monitoring as directed by the pretrial services office or supervising officer and comply with all of the program requirements and instructions provided.

- (✓) You must pay all or part of the cost of the program based on your ability to pay as determined by the pretrial services office or supervising officer.

- (✓) (r) report as soon as possible, to the pretrial services office or supervising officer, every contact with law enforcement personnel, including arrests, questioning, or traffic stops.

- () (s) _____

ADVICE OF PENALTIES AND SANCTIONS

TO THE DEFENDANT:

YOU ARE ADVISED OF THE FOLLOWING PENALTIES AND SANCTIONS:

Violating any of the foregoing conditions of release may result in the immediate issuance of a warrant for your arrest, a revocation of your release, an order of detention, a forfeiture of any bond, and a prosecution for contempt of court and could result in imprisonment, a fine, or both.

While on release, if you commit a federal felony offense the punishment is an additional prison term of not more than ten years and for a federal misdemeanor offense the punishment is an additional prison term of not more than one year. This sentence will be consecutive (*i.e.*, in addition to) to any other sentence you receive.

It is a crime punishable by up to ten years in prison, and a \$250,000 fine, or both, to: obstruct a criminal investigation; tamper with a witness, victim, or informant; retaliate or attempt to retaliate against a witness, victim, or informant; or intimidate or attempt to intimidate a witness, victim, juror, informant, or officer of the court. The penalties for tampering, retaliation, or intimidation are significantly more serious if they involve a killing or attempted killing.

If, after release, you knowingly fail to appear as the conditions of release require, or to surrender to serve a sentence, you may be prosecuted for failing to appear or surrender and additional punishment may be imposed. If you are convicted of:

- (1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more – you will be fined not more than \$250,000 or imprisoned for not more than 10 years, or both;
- (2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years – you will be fined not more than \$250,000 or imprisoned for not more than five years, or both;
- (3) any other felony – you will be fined not more than \$250,000 or imprisoned not more than two years, or both;
- (4) a misdemeanor – you will be fined not more than \$100,000 or imprisoned not more than one year, or both.

A term of imprisonment imposed for failure to appear or surrender will be consecutive to any other sentence you receive. In addition, a failure to appear or surrender may result in the forfeiture of any bond posted.

Acknowledgment of the Defendant

I acknowledge that I am the defendant in this case and that I am aware of the conditions of release. I promise to obey all conditions of release, to appear as directed, and surrender to serve any sentence imposed. I am aware of the penalties and sanctions set forth above.


Defendant's Signature

Quinlan, Texas
City and State

Directions to the United States Marshal

- () The defendant is ORDERED released after processing.
- () The United States marshal is ORDERED to keep the defendant in custody until notified by the clerk or judge that the defendant has posted bond and/or complied with all other conditions for release. If still in custody, the defendant must be produced before the appropriate judge at the time and place specified.

Date: 11/3/2014


Judicial Officer's Signature

Ronald G. Morgan, U.S. Magistrate Judge
Printed name and title

PS 7

(Rev 07/93)

PRETRIAL RELEASE REPORTING INSTRUCTIONSDEFENDANT
KEVIN LYNDEL MASSEYDISTRICT COURT
Texas Southern/Brownsville DivisionDOCKET NO.
B:14-MJ-968-01CASE SUPERVISOR
ESTEBAN ALVAREZTELEPHONE NUMBER
(956) 548-2705**REPORT AS FOLLOWS:**

CALL IN: UPON ARRIVING HOME, CALL SENIOR USPSO ERIC ZARATE AT: (214) 288-0920 OR (817) 505-4104, FOR ADDITIONAL REPORTING INSTRUCTIONS.

**United States Probation Office
Earle Cabell Federal Building and
United States Courthouse
1100 Commerce Street, Room 1329
Dallas, TX 75242**

TELEPHONE: (214) 288-0920 OR (817) 505-4104

REPORT TO THE PRETRIAL SERVICES OFFICE IN BROWNSVILLE, TEXAS ONE HOUR BEFORE APPEARING FOR EACH COURT PROCEEDING AND YOU MUST REPORT TO AN OFFICER.

Home visits will be conducted throughout your period of supervision. NO FIREARMS, DESTRUCTIVE DEVICES, OR DANGEROUS WEAPONS.

Notify your Pretrial Services Officer immediately of any change in address, telephone, or employment.

FIVE days notice must be given for approval of travel outside the restricted area.

You shall not commit a federal, state, or local crime during the period of release. You shall inform the Pretrial Services Officer immediately if you are charged with an offense.

DEFENDANT'S STATEMENT

I understand the above stated instructions and understand that failure to comply will be reported to the Court and may result in the revocation of my bond and my detention pending the outcome of my case.

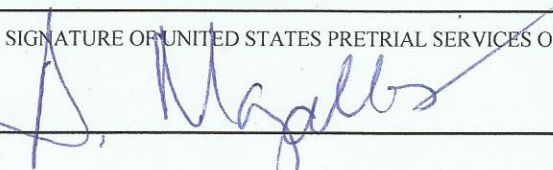
SIGNATURE OF DEFENDANT


KEVIN LYNDEL MASSEY

DATE

NOVEMBER 3, 2014

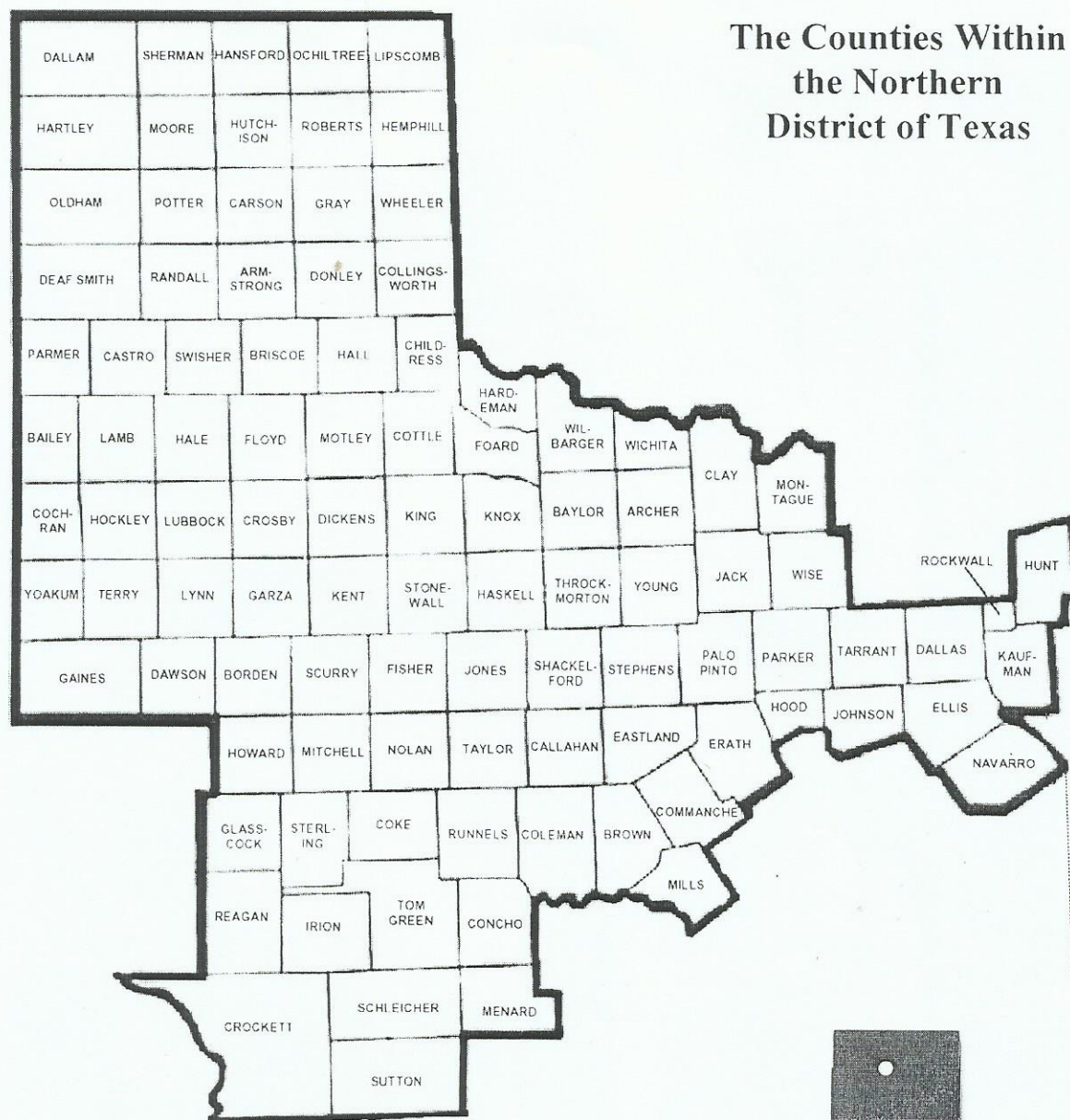
SIGNATURE OF UNITED STATES PRETRIAL SERVICES OFFICER



DATE

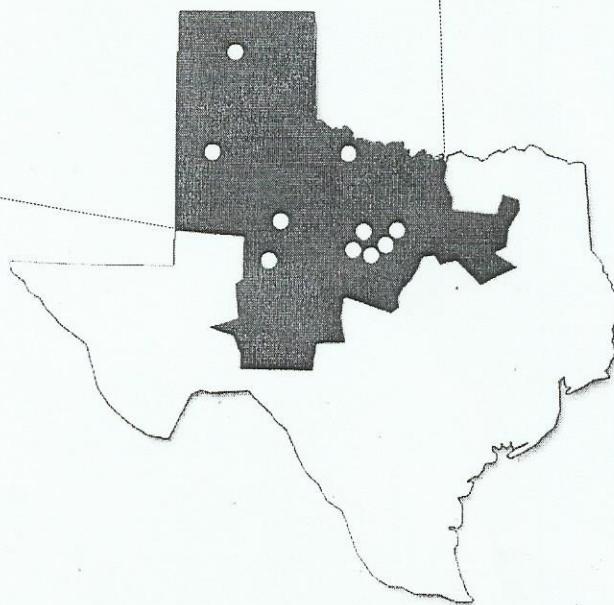
NOVEMBER 3, 2014

The Counties Within the Northern District of Texas



Your travel has been restricted to the Northern District of Texas, the boundaries of which are outlined on this map. Travel outside this area requires court approval.

Leisure travel for offenders should be restricted for at least the first 60 days of supervision or longer based on violation status and other factors.



HOME CONFINEMENT PROGRAM PARTICIPANT AGREEMENT

1. I, Kevin Lyndel Massay, have been placed in the Home Confinement Program. I agree to comply with all program rules set forth in this agreement and the instructions of my probation or pretrial services officer. Failure to comply with this agreement or the instructions of my officer will be considered a violation of my supervision and may result in an adverse action. I agree to call my officer immediately if I have any questions about these rules or if I experience any problems with the monitoring equipment.

3. I will remain at my approved residence at all times, except for activities approved in advance by my probation or pretrial services officer. Regularly occurring activities will be provided for in a written weekly schedule which will remain in effect until modified by my officer. I must obtain my officer's advance permission for any absences away from home that are not included in my written schedule. (Home Detention and Home Incarceration)

I agree to maintain telephone and electrical service in my residence at my own expense. I agree that I will not make any changes in the telephone equipment or services at my residence without prior approval of my officer. I agree to provide copies of my monthly telephone and electric bills when requested by my officer.

5. I understand that my officer will use telephone calls and personal visits to monitor my compliance. When I am at home, I agree to promptly answer my telephone or door. If I fail to answer my telephone or door when I should be at home, my officer will conclude that I am absent and in violation of my home confinement restrictions.
6. I understand that my officer must be able to locate me at all times when I am away from home. If I do not have a job with a fixed location, my officer must be able to locate me by calling my employer. I also understand that jobs that do not meet these requirements are not permitted while I am in the Home Confinement Program. I understand that all job changes require advance approval from my officer.
7. I will not deviate from my approved schedule except in an emergency. I first will try to get the permission of my officer. If this is not possible, I will call my officer as soon as I am able to do so. If I call during non-business hours, I will leave a message, including my name, the date, the time, a brief description of the emergency, and my location or destination. I agree to provide proof of the emergency as requested by my officer.

ELECTRONIC MONITORING

8. While in the Home Confinement Program, I agree to wear a non-removable transmitter that my officer will attach either to my wrist or ankle.

I agree to allow a monitoring device to be connected to the telephone and the telephone outlet at my residence.

10. I understand that I will be held responsible for damage, other than normal wear, to the assigned equipment. I also understand that if I do not return the equipment, or do not return it in good condition, I may be charged for replacement or the repair of the equipment, and I agree to pay these costs.

On the telephone line to which the monitoring equipment is connected, I agree not to have party lines, answering machines, voice mail, cordless telephones, call forwarding, caller ID, call waiting, call block, or other devices or services that may interfere with the functioning of the electronic monitoring equipment.

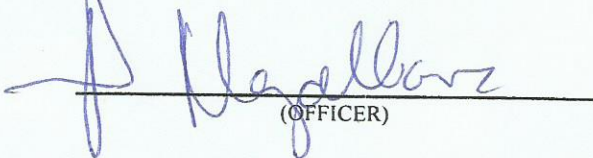
I agree that I will not use my telephone when the monitoring unit is making its call, and I will hang up the telephone when the monitoring unit initiates its call. I will not answer the telephone on the first ring, and I will not use the telephone for the first 10 minutes after arriving home.

13. I agree not to move, disconnect or tamper with the monitoring unit or place any objects on top of it.
14. I agree not to remove or tamper with the transmitter device except in a life-threatening emergency or with the prior permission of my officer.
15. I agree to allow authorized personnel to inspect and maintain the transmitter device and monitoring unit.
16. I agree to notify my officer immediately, or as directed, if I: a) lose electrical power at my residence for more than 24 continuous hours, b) remove the transmitter device from my wrist or ankle because of an emergency, or c) experience any problems with the monitoring equipment. During non-business hours, I agree to call my officer and leave a message that includes my name, the date, the time, and the nature of my problem. If there is a power problem, I agree that I will call and leave another message when the power is restored. I also agree to notify my officer of any problems with my telephone service as soon as I am able to do so.
17. I understand and agree that all telephone calls from the monitoring center to my residence will be recorded by the monitoring center. I will follow all directives from monitoring personnel when they call.
18. I understand that I may be ordered to pay all or part of the daily cost of my electronic monitoring. If so ordered, I agree, as directed by my officer, to pay monitoring costs of \$ _____ per day on a schedule set forth in a separate payment agreement. I will submit payments directly to the monitoring services provider.
19. Local Rules (as needed)

I acknowledge that I have received a copy of these rules and that they have been explained to me. I understand that I must comply with these rules until _____ or until otherwise notified by my probation/pretrial services officer. I further understand that any violations of these rules will constitute a violation of supervision and may cause immediate adverse action.


(PARTICIPANT)

3 NOV 14
(DATE)


(OFFICER)

11-3-14
(DATE)