

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

CARLOS SEBASTIAN ZAPATA RIVERA,
Petitioner,

v.

DAVID WESLING, Acting Field Office Director,
TODD LYONS, Acting Director U.S.
Immigrations and Customs Enforcement,
and KRISTI NOEM, U.S. Secretary
of Homeland Security,
Respondents.

Case No. _____

**DECLARATION OF INGRID SYDENSTRICKER IN SUPPORT OF PETITIONER'S
PETITION FOR WRIT OF HABEAS CORPUS**

I, Ingrid Sydenstricker, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am an attorney at the American Civil Liberties Union Foundation of Massachusetts, Inc., and I am counsel for Petitioner Carlos Sebastian Zapata Rivera in the above-captioned matter. I am licensed to practice law in the Commonwealth of Massachusetts and have been admitted before this Court. I am familiar with the facts and circumstances of this action.
2. I submit this declaration, along with the exhibits attached hereto, in support of the Petitioner's petition for habeas corpus.
3. Annexed hereto as **Exhibit A** are true and correct copies of preservation letters sent by Petitioner, via counsel, to ICE (on November 25, 2025) and the U.S. Marshals (on December 1, 2025), and the FedEx confirmations of delivery of said letters.
4. Annexed hereto as **Exhibit B** is a true and correct copy of the December 6, 2025, "Call-In Letter" sent by ICE to Petitioner.

5. Annexed hereto as **Exhibit C** is a true and correct copy of Petitioner’s federal civil action complaint against an ICE agent, *Zapata Rivera v. Unknown Federal Agent John Doe*, C.A. No. 25-13850-MRG (D. Mass), which was filed on December 15, 2025.
6. Annexed hereto as **Exhibit D** is a true and correct copy of the reporting receipt given by ICE to Petitioner on December 26, 2025.
7. Annexed hereto as **Exhibit E** is a true and correct copy of an email sent by ICE to Petitioner on January 7, 2026.
8. Annexed hereto as **Exhibit F** is a true and correct copy of the ISAP documents provided to Petitioner during his ISAP visit on February 17, 2026. The documents include: (1) the GPS Agreement, (2) the Program Rules Agreement, (3) the Court Appearance Agreement, (4) the Acknowledgment of Office and Building Rules, and (5) the Individual Service Plan for Mr. Zapata Rivera (“ISAP Documents”). The documents were provided to Mr. Zapata Rivera in Spanish only; as a result, Exhibit F also includes a certified English translation of all of the documents. Personal identifying information—such as A-Numbers, cellphone numbers, and addresses—have been redacted.
9. Annexed hereto as **Exhibit G** is the Declaration of Annelise Araujo, Esq., dated February 18, 2026.
10. Annexed hereto as **Exhibit H** is the Declaration of Lindsay Ronsebaum, Esq., dated February 17, 2026.

I declare under penalty of perjury that the foregoing is true and correct.

/s/ Ingrid Sydenstricker
Ingrid Sydenstricker (BBO #718298)

DATED: February 18, 2026

EXHIBIT A



Daniel L. McFadden
Managing Attorney
dmcfadden@aclum.org

November 25, 2025

Via Federal Express

Charles Wall, Esq.
Principal Legal Advisor
Office of the Principal Legal Advisor
500 12th St., SW
Washington, D.C. 20536

Chief Counsel
Office of the Principal Legal Advisor
Boston Field Office
15 New Sudbury Street, Room 425
Boston, MA 02203

Patricia Hyde
Acting Field Office Director
Boston Field Office
Enforcement and Removal Operations
U.S. Immigration and Customs Enforcement
1000 District Avenue
Burlington, MA 01803

Re: Demand to Preserve All Documents and Information Relating to
November 6, 2025 Vehicle Stop and Arrest of Carlos Sebastian Zapata
Rivera and Juliana Milena Ojeda Montoya in Fitchburg, Massachusetts

To whom it may concern:

The American Civil Liberties Union of Foundation of Massachusetts (“ACLUM”) represents Carlos Sebastian Zapata Rivera (“Mr. Zapata”) and Juliana Milena Ojeda Montoya (“Ms. Ojeda”).

On or about November 6, 2025, in Fitchburg, Massachusetts, agents of U.S. Immigration and Customs Enforcement (“ICE”), and other federal agents acting on ICE’s behalf, stopped a vehicle in which Mr. Zapata and Ms. Ojeda were riding with their one-year-old child. The agents used force and ultimately took Mr. Zapata and Ms. Ojeda into custody. Mr. Zapata was released later that day, and Ms. Ojeda was

Page 2

transported to a detention facility in Maine. These events are referred to herein as “the Incident”.

We are in the course of investigating this matter. On our clients’ behalf, we demand that ICE, and any agents and agencies working for ICE and/or on ICE’s behalf, preserve all information concerning the Incident. Information that must be preserved includes, but is not necessarily limited to:

- Video recordings, including video recordings by body cameras and vehicle-mounted cameras;
- Photographs;
- Audio recordings, including dispatch and radio communication recordings;
- Reports, including incident reports, arrest reports, and reports concerning any use of force;
- Communications, including electronic mail (and all attachments), text messages, messages on encrypted messaging applications, notes, memoranda, letters, and all other communications and documents within the meaning of Rule 26.5 of the Local Rules for U.S. District Court for the District of Massachusetts;
- Records of any internal investigation, including all information collected, notes, statements, photographs, videos, audio recordings, reports, findings, and records of any discipline imposed.
- All policies, instructions, and orders concerning arrests and uses of force in effect in Massachusetts at the time of the Incident;
- All training materials, including manuals, instructions, and powerpoint slides, concerning arrests and uses of force provided to ICE personnel in Massachusetts from 2023 through the time of the Incident;
- All communications to personnel assigned to ICE Enforcement and Removal Operations (“ERO”) Boston Field Office from 2023 to 2025 containing instructions, orders, or guidance concerning arrests and uses of force.

We demand that a litigation hold be placed over all such materials to protect against their loss, destruction, modification, or other spoliation. Such materials must be retained and preserved, and not be modified or destroyed, regardless of any

Page 3

document retention schedule or routine deletion policies. All policies for document destruction or deletion must be suspended as to such materials and information. This includes preserving all phones and other electronic devices that contain such information and disabling any automatic deletion settings for such devices, including disabling automatic deletion of messages in any encrypted messaging applications.

Thank you for your attention to this matter.

Sincerely,

/s/ Daniel L. McFadden

Daniel L. McFadden
Managing Attorney
ACLU Foundation of Massachusetts
dmcfadden@aclum.org



Your shipment was delivered 886393162817

From FedEx Tracking <TrackingUpdates@fedex.com>

Date Wed 11/26/2025 09:49

To Andre Arsenault <AArsenault@aclum.org>



Your shipment was delivered.

Delivery Date

Wed, 11/26/2025
9:40am

Delivered to

1000 DISTRICT AVE, Burlington, MA 01803

Received by

BMOURAO

[Report missing package](#)

How was your delivery?



[Tracking details](#)

Tracking ID	886393162817
From	ACLU of Massachusetts 211 Congress Street Boston, MA, US 02110
To	U.S. Immigration and Customs Enf. 1000 District Avenue BURLINGTON, MA, US 01803
Ship date	Tue 11/25/2025 12:00 AM
Number of pieces	1
Total shipment weight	0.20 LB
Service	FedEx Ground

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From FedEx Tracking <TrackingUpdates@fedex.com>

Date Wed 11/26/2025 14:57

To Andre Arsenault <AArsenault@aclum.org>



Your shipment was delivered.

Delivery Date

Wed, 11/26/2025
2:51pm

Delivered to

15 NEW SUDBURY ST, Boston, MA 02203

Received by

PERIC

[Report missing package](#)

How was your delivery?



[Tracking details](#)

Tracking ID	886393093283
From	ACLU of Massachusetts 211 Congress Street Boston, MA, US 02110
To	Office of Principal Legal Advisor 15 New Sudbury St. Room 425 BOSTON, MA, US 02203
Ship date	Tue 11/25/2025 12:00 AM
Number of pieces	1
Total shipment weight	0.20 LB
Service	FedEx Ground

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From FedEx Tracking <TrackingUpdates@fedex.com>
Date Fri 11/28/2025 13:30
To Andre Arsenault <AArsenault@aclum.org>



Your shipment was delivered.

Delivery Date

Fri, 11/28/2025
11:18am

Delivered to

2703 MARTIN L KING JR AVE SE, Washington, DC 20593

Received by

JREYES

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How was your delivery?



[Tracking details](#)

Tracking ID	886393033965
From	ACLU of Massachusetts 211 Congress Street Boston, MA, US 02110
To	Office of Principal Legal Advisor 500 12th St., SW WASHINGTON, DC, US 20536
Ship date	Tue 11/25/2025 12:00 AM
Number of pieces	1
Total shipment weight	0.20 LB
Service	FedEx Ground

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ID 1026



Daniel L. McFadden
Managing Attorney
dmcfadden@aclum.org

December 1, 2025

Via Federal Express

Acting U.S. Marshal
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 1500
Boston, MA 02210-3026

Re: Request to Preserve All Documents and Information Relating to
November 6, 2025 Vehicle Stop and Arrest of Carlos Sebastian Zapata
Rivera and Juliana Milena Ojeda Montoya in Fitchburg, Massachusetts

To whom it may concern:

The American Civil Liberties Union of Foundation of Massachusetts (“ACLUM”) represents Carlos Sebastian Zapata Rivera (“Mr. Zapata”) and Juliana Milena Ojeda Montoya (“Ms. Ojeda”).

On or about November 6, 2025, in Fitchburg, Massachusetts, agents of U.S. Immigration and Customs Enforcement (“ICE”) stopped a vehicle in which Mr. Zapata and Ms. Ojeda were riding with their one-year-old child. Personnel from the U.S. Marshals Service were also present at the scene, and at least one person wearing a tactical vest marked “U.S. Marshal” was equipped with a body camera. The ICE agents used force and ultimately took Mr. Zapata and Ms. Ojeda into custody. Mr. Zapata was released later that day, and Ms. Ojeda was transported to a detention facility in Maine. These events are referred to herein as “the Incident”.

We are in the course of investigating this matter. On our clients’ behalf, we request that the U.S. Marshals Service take immediate steps to preserve all information concerning the Incident. Information that should be preserved includes, but is not necessarily limited to:

- Video recordings, including video recordings by body cameras and vehicle-mounted cameras;
- Photographs;

Page 2

- Audio recordings, including dispatch and radio communication recordings;
- Reports, including incident reports, arrest reports, and reports concerning any use of force; and
- Communications, including electronic mail (and all attachments), text messages, messages on encrypted messaging applications, notes, memoranda, letters, and all other communications and documents within the meaning of Rule 26.5 of the Local Rules for U.S. District Court for the District of Massachusetts.

We request that a litigation hold be placed over all such materials to protect against their loss, destruction, modification, or other spoliation. Such materials should be retained and preserved, and not be modified or destroyed, regardless of any document retention schedule or routine deletion policies. All policies for document destruction or deletion should be suspended as to such materials and information. This includes preserving all phones and other electronic devices that contain such information and disabling any automatic deletion settings for such devices.

Thank you for your attention to this matter.

Sincerely,

/s/ Daniel L. McFadden

Daniel L. McFadden

Managing Attorney

ACLU Foundation of Massachusetts

dmcfadden@aclum.org



Your shipment was delivered 886578628133

From FedEx Tracking <TrackingUpdates@fedex.com>

Date Tue 12/2/2025 12:30

To Andre Arsenault <AArsenault@aclum.org>



Your shipment was delivered.

Delivery Date

Tue, 12/02/2025
12:22pm

Delivered to

1 COURTHOUSE WAY, Boston, MA 02210

Received by

JJOE

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How was your delivery?



Tracking details

Tracking ID	886578628133
From	ACLU of Massachusetts 211 Congress Street Boston, MA, US 02110
To	John Joseph Moakley U.S. Courthouse 1 Courthouse way Suite 1500 BOSTON, MA, US 02210
Ship date	Mon 12/01/2025 12:00 AM
Number of pieces	1
Total shipment weight	0.50 LB
Service	FedEx Ground

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EXHIBIT B

DEPARTMENT OF HOMELAND SECURITY
CALL-IN LETTER

To (Name, Address, City, State, Zip Code)
ZAPATA RIVERA, CARLOS
FITCHBURG, MASSACHUSETTS,
UNITED STATES, 01420

File Number [REDACTED]

Date 12/06/2025

Please come to the office listed below at the time and place indicated in connection with an official matter.

Office Location	1000 DISTRICT AVE BURLINGTON, MA 01803
Time and Hour	December 18, 2025 at 10:00 am
Ask For	TAYLOR, CDT9765
Reason for Appointment	Check-in
Bring With You	Identification, Passport, This Notice

It is important that you keep this appointment and bring this letter with you.
If you are unable to do so, state your reason, sign below, and return this letter to this office at once.

MESSIER, B9477 - Deportation Officer
Name and Title of Authorizing Official

[Signature]
Signature of Authorizing Official

I am unable to keep the appointment because:

Signature	Date
-----------	------

EXHIBIT C

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

CARLOS SEBASTIAN ZAPATA RIVERA,
Plaintiff,

v.

UNKNOWN FEDERAL AGENT JOHN DOE,

Defendant.

Civil Action No. _____

COMPLAINT AND JURY DEMAND

INTRODUCTION

1. Squeezing the neck to stop blood flow to the brain is dangerous. The U.S. Department of Homeland Security (“DHS”) rightly classifies this action—often referred to as chokehold and carotid restraints—as a form of deadly force. It prohibits its agents from using this technique unless deadly force is authorized.
2. Yet on November 6, 2025, a federal agent strangled Plaintiff Carlos Sebastian Zapata Rivera unconscious in the front seat of a car while arresting him in Fitchburg, Massachusetts. Carlos did not present a threat to the agent or to any other person. In the wake of the agent’s violent actions, Carlos has suffered lasting harms, as described below.
3. The agent’s conduct violated not only his department’s own policies, but also the U.S. Constitution’s prohibition on the use of unreasonable and excessive force in the arrest process. This Complaint is brought against this agent for his wrongful and unconstitutional actions.

THE PARTIES

4. Plaintiff Carlos Sebastian Zapata Rivera resides in Fitchburg, Massachusetts, with his wife Juliana Milena Ojeda Montoya. They reside together with their daughter, referred to herein by the pseudonym “A.Z.O.” At the time of Carlos’s arrest described herein, A.Z.O. was one year old.
5. Defendant Agent John Doe, also known as “D.J.,” is an individual whose identity is not currently known to Plaintiff. On information and belief, this individual was, at all relevant times, an Acting Supervisory Detention and Deportation Officer with U.S. Immigration and Customs Enforcement (“ICE”). ICE is an agency of the United States government and a component of DHS. Upon information and belief, this individual was at all relevant times acting under color of legal authority on behalf of the United States government. He is sued in his individual capacity.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over Plaintiff’s claims under 28 U.S.C. 1331.
7. Venue is proper in the United States District Court for the District of Massachusetts under 28 U.S.C. § 1391(b) & (e), including because a substantial part of the events or omissions giving rise to the claim occurred in this district and because Carlos resides in this district.

FACTS

A. Carlos resides in Fitchburg, Massachusetts, with his wife and their child.

8. Carlos was born in Ecuador. In Ecuador, he completed high school, worked, and trained to be a police officer.
9. Carlos later traveled to the United States. In February 2023, he was arrested inside the United States by Border Patrol agents and placed in Removal Proceedings. The Border

Patrol released him and ordered him to appear in the Immigration Court in Boston to continue those proceedings.

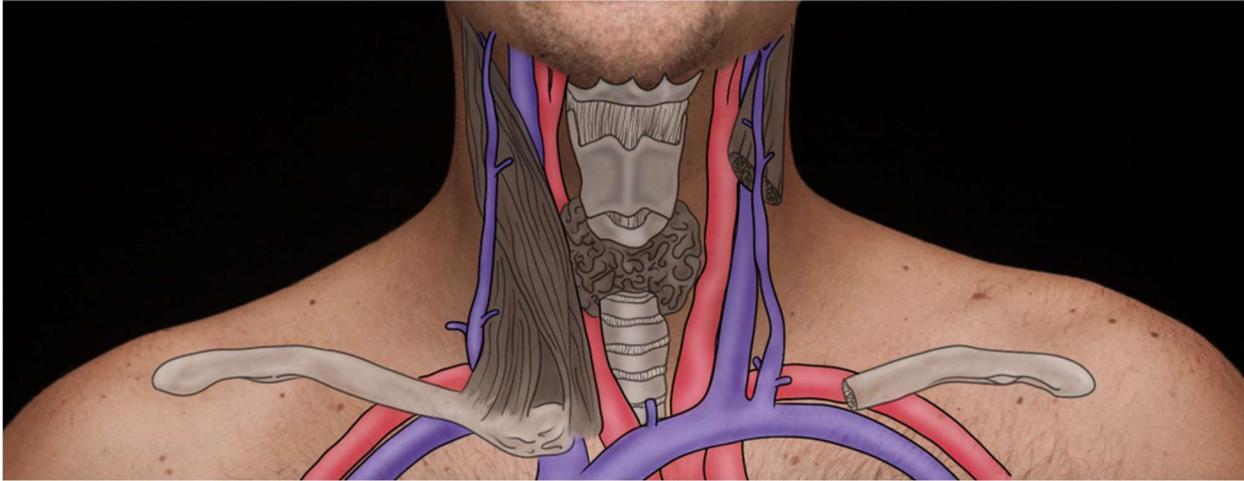
10. Carlos has appeared for all required proceedings in the Immigration Court. As part of those proceedings, he filed an application for asylum in early 2024. That application is currently pending, and his proceedings are ongoing.
11. When Carlos was released from Border Patrol custody in 2023, he was ordered to appear for an in-person “check-in” with immigration authorities when he arrived in Massachusetts. Carlos appeared for the check-in in Massachusetts as ordered in or around February 2023. From in or around February 2023 through the end of November 2025 (a period of roughly two and half years), the immigration authorities never asked Carlos to appear for another check-in.
12. While Carlos’s immigration proceedings have been pending, the U.S. government authorized him to work in the United States. He has been lawfully employed to support himself and his family.
13. Carlos has no criminal record.
14. Carlos resides in Fitchburg, Massachusetts, with his wife Juliana and their one-year-old daughter A.Z.O.

B. The Carotid Restraint Is a Dangerous Form of Strangulation and Is Prohibited by DHS Except in Circumstances Where Use of Deadly Force Is Justified.

15. Pressure on the neck may cause incapacitation and loss of consciousness in essentially two ways. First, pressure on the airway restricts the flow of air to the lungs. And second, pressure on the sides of the neck compresses the blood vessels of the neck and restricts flow of blood to the brain.

16. Placing pressure on the neck in these ways is a form of strangulation. *See, e.g.*, M.G.L. Ch. 265, Section 15D (defining the crime of “Strangulation” as “the intentional interference of the normal breathing or circulation of blood by applying substantial pressure on the throat or neck of another”); 18 U.S.C. § 113(b)(4) (defining the crime of “strangling” as “intentionally, knowingly, or recklessly impeding the normal breathing or circulation of the blood of a person by applying pressure to the throat or neck, regardless of whether that conduct results in any visible injury or whether there is any intent to kill or protractedly injure the victim”).
17. Applying pressure to the sides of the neck to restrict the blood supply to the brain is also sometimes referred to as a “carotid restraint.” *See, e.g.*, “Update to the Department Policy on the Use of Force,” Policy Statement 044-05 (Rev. 01), U.S. Department of Homeland Security (Feb. 6, 2023)¹ at Sec. XII(B) (“The carotid restraint technique restricts blood flow to the brain causing temporary unconsciousness.”).
18. The term “carotid restraint” refers to the compression of the carotid arteries. The carotid arteries are blood vessels that transport blood from the heart to the brain via the neck. They are located on each side of the neck, in approximately the position shown in Figure 1, below.

¹ Available at: https://www.dhs.gov/sites/default/files/2023-02/23_0206_s1_use-of-force-policy-update.pdf



*Figure 1: Diagram showing the carotid arteries in the neck, depicted in red*²

19. Approximately 70% of the blood supply to the brain flows through the carotid arteries.³
20. A force of only six kilograms (about 13 pounds) is necessary to compress the carotid arteries in the neck.⁴
21. Interruption of blood supply to the brain for as little as four seconds can result in loss of consciousness.⁵
22. Carotid restraints are very dangerous. They may cause damage to the brain, stroke, seizure, cardiac arrhythmia, and damage to the blood vessels of the neck, among other things. They may also cause death.⁶

² Source: “Carotid Arteries,” Introduction to Health Assessment for the Nursing Professional – Part 1 (Toronto Metropolitan University Press 2021).

³ Jillian M. Berkman, MD, Joseph A. Rosenthal, MD, PhD, Altaf Saadi, MD, MSc, “Carotid Physiology and Neck Restraints in Law Enforcement: Why Neurologists Need to Make Their Voices Heard,” 78 JAMA Neurology 267, 267 (2021).

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

23. As three neurologists affiliated with Mass General Brigham and Harvard Medical School recently explained: “[T]he implication that there is a safe way for law enforcement to restrain using carotid manipulation, or traumatic manipulation of cerebral blood flow in any form, is simply false. Carotid compression contributes to potential neurologic sequelae via oxygen deprivation, embolic risk from mechanical vessel wall trauma, or arrhythmia. The possibility of devastating repercussions is too high to merit the use of neck restraints in any circumstance.”⁷
24. In 2021, the American Academy of Neurology (the “AAN”), the world’s largest association of neurologists and neuroscience professionals, issued a position statement on the use of neck restraints by law enforcement, including carotid restraints. The AAN explained that “[u]nconsciousness resulting from such maneuvers is a manifestation of catastrophic global brain dysfunction,” and “strongly encourage[d] federal, state, and local law enforcement and policymakers in all jurisdictions to classify neck restraints, at a minimum, as a form of deadly force.”⁸
25. ICE and DHS have, in fact, long classified strangulation techniques, including carotid restraints, as a form of deadly force that may only be used when deadly force would be justified.
26. For example:
- a. In 2008, ICE issued Performance-Based National Detention Standards that stated:
“The following acts and techniques are specifically prohibited: 1. Choke holds,

⁷ *Id.*

⁸ “AAN Position Statement on the Use of Neck Restraints in Law Enforcement,” American Academy of Neurology (June 9, 2021), <https://www.aan.com/advocacy/use-of-neck-restraints-position-statement#:~:text=Because%20of%20the%20inherently%20dangerous,a%20form%20of%20deadly%20force.>

- carotid control holds, and other neck restraints” See “Use of Force and Restraints,” ICE/DRO Detention Standard (Dec. 2, 2008).⁹
- b. In 2016, ICE issued revised Performance-Based National Detention Standards that stated: “The following acts and techniques are specifically prohibited, unless deadly force would be authorized: 1. Choke holds, carotid control holds and other neck restraints” See “Use of Force and Restraints,” ICE Performance Based National Detention Standards (Dec. 2016).¹⁰
- c. In 2018, DHS issued a “Department Policy on the Use of Force,” which defines “Deadly Force” as “[a]ny use of force that carries a substantial risk of causing death or serious bodily injury,” including “any strangulation technique.” See “Department Policy on the Use of Force,” Policy Statement 044-05, U.S. Department of Homeland Security (Sept. 7, 2018)¹¹ at Sec. XI(A).
- d. In 2023, DHS issued an “Update to the Department Policy on the Use of Force,” in which it ordered that “**Chokeholds and carotid restraints are prohibited unless deadly force is authorized Chokeholds and carotid restraints must not be used as a means to control non-compliant subjects or persons resisting arrest.**” See “Update to the Department Policy on the Use of Force,” Policy Statement 044-05 (Rev. 01), U.S. Department of Homeland Security (Feb. 6, 2023)¹² at Sec. III(C)(2) (emphasis added).

⁹ Available at: https://www.ice.gov/doclib/dro/detention-standards/pdf/use_of_force_and_restraints.pdf

¹⁰ Available at: <https://www.ice.gov/doclib/detention-standards/2011/2-15.pdf>

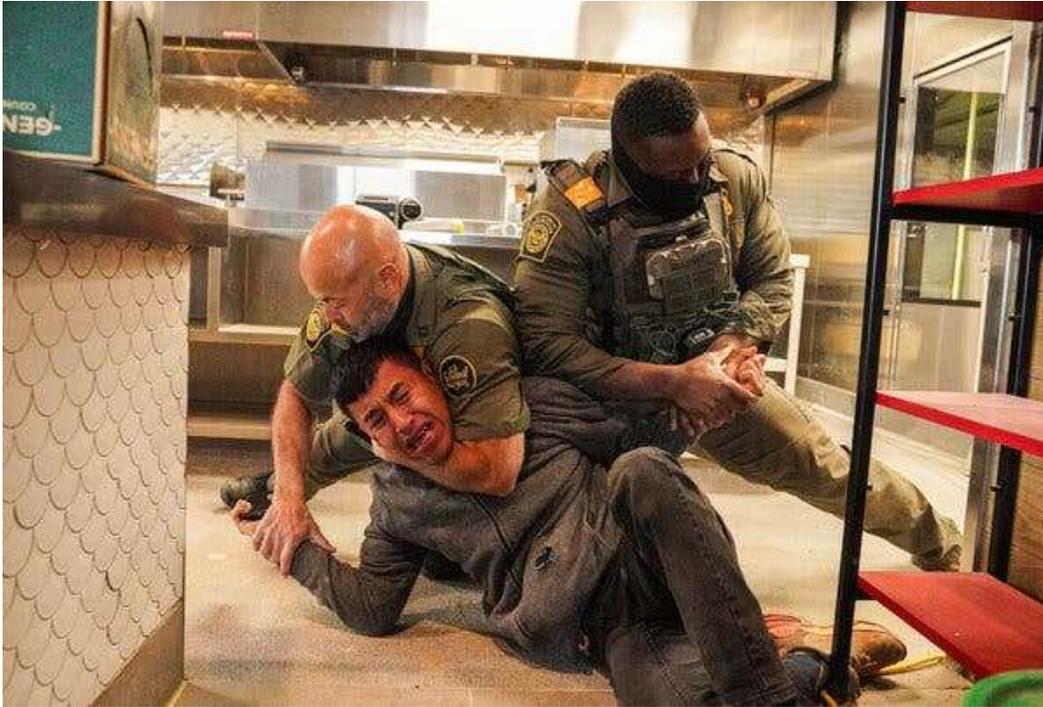
¹¹ Available at: https://www.dhs.gov/sites/default/files/publications/mgmt/law-enforcement/mgmt-dir_044-05-department-policy-on-the-use-of-force.pdf

¹² Available at: https://www.dhs.gov/sites/default/files/2023-02/23_0206_s1_use-of-force-policy-update.pdf

- e. In 2023, ICE issued Directive 19009.3 on “Firearms and Use of Force,” in which ICE defines deadly force to include “any strangulation techniques, including chokeholds or carotid restraints.” *See Chicago Headline Club v. Noem*, No. 25-12173, 2025 WL 3240782, at *12 (N.D. Ill. Nov. 20, 2025) (quoting ICE directive).
27. Nevertheless, in the last six months, there have been multiple instances of ICE and Border Patrol agents apparently employing prohibited choking techniques, including carotid restraints.
- a. During protests at ICE’s Broadview facility in Illinois in 2025, ICE personnel “tackled protesters, placing some in headlocks or chokeholds.” *See Chicago Headline Club*, 2025 WL 3240782, at *85.
 - b. In November 2025, Border Patrol agents in North Carolina applied an apparent carotid restraint or other chokehold to an arrestee.¹³ *See* Fig. 2.
 - c. In December 2025, an ICE agent in Minneapolis applied an apparent carotid restraint or other chokehold to an arrestee who is reportedly a United States citizen.¹⁴

¹³ Eduardo Medina & Meredith Honig, “*In North Carolina, the Border Patrol’s Presence Divides a Swing State*,” *New York Times* (Nov. 22, 2025), <https://www.nytimes.com/2025/11/22/us/north-carolina-border-patrol-immigration-politics.html>.

¹⁴ Matt Sepic, “*ICE agents tackle, arrest American citizen in Minneapolis*,” *Minnesota Public Radio* (Dec. 10, 2025), <https://www.mprnews.org/story/2025/12/10/ice-agents-tackle-arrest-american-citizen-in-minneapolis>; *see also* Emma Tucker, “*This US citizen went on his lunch break and ended up in a chokehold by masked federal agent and detained, video shows*,” *CNN* (Dec. 13, 2025), <https://www.cnn.com/2025/12/13/us/ice-minneapolis-us-citizen>.



*Figure 2: Chokehold in North Carolina
(photo credited to Ryan Murphy/Getty Images)*

28. As further described below, Agent John Doe similarly subjected Carlos to a prohibited and unlawful carotid restraint when ICE agents stopped Carlos's car on November 6, 2025. In Carlos's case, while other federal agents restrained his arms, Agent John Doe grasped Carlos's neck with both hands from the front and used his thumbs to compress Carlos's carotid arteries. Agent John Doe continued this unlawful and prohibited carotid restraint even after Carlos lost consciousness and even after Carlos began to exhibit involuntary, seizure-like movements throughout his body.

C. ICE Agent John Doe Strangled Carlos Unconscious while Arresting Him During a Motor Vehicle Stop in Fitchburg, Massachusetts, on the Morning of November 6, 2025.

29. On the morning of November 6, 2025, Carlos was driving Juliana to work from their home in Fitchburg, Massachusetts.

30. Carlos was sitting in the driver's seat of the car. Juliana was in the front passenger seat. When they left home, their one-year-old daughter A.Z.O. was in a car seat in the back seat of the car.
31. Shortly after they left their home, a group of ICE agents, together with other federal agents working on behalf of ICE (collectively, the "ICE arrest team"), activated their lights behind Carlos's car. On information and belief, the purpose of the stop was to arrest Juliana and place her in civil immigration custody.
32. Carlos pulled over to the side of the road on Kimball Street in Fitchburg, Massachusetts.
33. The ICE arrest team positioned their cars to block in Carlos's car, such that he could not drive away.
34. Members of the ICE arrest team approached Carlos's car and began banging on the windows.
35. At or around this time, A.Z.O. began crying in the back seat, and Juliana brought A.Z.O. into the front seat to comfort her. As a result, A.Z.O. moved into the front seat of the parked car, between Carlos and Juliana.
36. Carlos rolled down his window so that he could speak with the agents.
37. Juliana rolled down her window so she could speak with the agents, as well.
38. An ICE agent ordered Juliana to open her door, and she complied with that order and opened the door.
39. During the course of the stop, an ICE agent informed Juliana that ICE intended to arrest her.
40. Juliana informed members of the ICE arrest team that she intended to comply, but first wanted to call her attorney to confirm what was happening, or words to that affect.

41. The members of the ICE arrest team did not allow Juliana to contact her attorney. Instead, the members of the ICE arrest team began making threats that they would arrest both Juliana and Carlos, that their child A.Z.O. would be placed in state custody, and that they would never see their child A.Z.O. again.
42. At various times during the stop, members of the ICE arrest team physically grabbed A.Z.O. inside the car.
43. Carlos and Juliana were terrified that they would be permanently separated from their one-year-old child.
44. During the course of the stop, members of the ICE arrest team also opened the front and rear driver's side doors of the car. Members of the ICE arrest team climbed into the back seat behind Carlos, and also stood next to Carlos at the open door on the front driver's side. At various times, these agents behind and next to Carlos grabbed Carlos and used force against him, including as further described below.
45. During the course of the stop, a member of the ICE arrest team contacted Defendant Agent John Doe. On information and belief, Agent John Doe was at that time an Acting Supervisory Detention & Deportation Officer with ICE and was, in fact, supervising the members of the ICE arrest team.
46. Agent John Doe traveled to the scene of the vehicle stop. Agent John Doe was wearing a blue face mask, backwards baseball cap, gray sweatshirt, black gloves, and a tactical vest marked "ERO". "ERO" is a commonly used acronym for ICE's Enforcement and Removal Operations division, which conducts civil immigration arrests. Agent John Doe's baseball cap was marked "ICE Fugitive Operations" with an apparent symbol of a white knight chess piece in front of crossed swords. On information and belief, the hat also bears the

Latin phrase “Ne Quis Effugiat,” which translates roughly to “So That None Will Escape” or “Lest Anyone Escape.”



Figure 4: Agent John Doe from behind

47. During the course of the stop, the ICE arrest team and Agent John Doe did, in fact, decide to arrest both Juliana and Carlos.
48. Members of the ICE arrest team in the back seat of the vehicle and at the front driver’s side door restrained Carlos’s arms.
49. At the same time, Agent John Doe asked the other agents “Are you guys good? Are you guys ready?” Agent John Doe then climbed in the front passenger’s side door. He positioned his body over Juliana and A.Z.O. so that he was within reach of Carlos’s neck.



Figure 5: Agent John Doe enters the passenger’s side door and places himself over Juliana and A.Z.O., within reach of Carlos’s neck. In the second image, Agent John Doe is completely within the vehicle, except for his left foot.

50. Agent John Doe grabbed Carlos by the neck. Agent John Doe’s fingers were on the sides of Carlos’s neck. Agent John Doe’s thumbs were positioned on either side of the front of Carlos’s neck, directly on his carotid arteries. Agent John Doe pushed backwards very forcefully with his thumbs. This had the effect of compressing Carlos’s carotid arteries and restricting blood flow to Carlos’s brain.
51. Agent John Doe performed a carotid restraint on Carlos.
52. Carlos could not protect himself from the carotid restraint. His arms were being restrained by federal agents in the back seat of the car and at the driver’s side door. He could not move his head and neck away because of the seat’s headrest and the interior body of the car.
53. At the time Agent John Doe performed the carotid restraint on Carlos, and at all other relevant times, Carlos did not present a threat to the agents or to anyone else.

54. Agent John Doe's use of the carotid restraint on Carlos was unnecessary, unjustified, unreasonable, excessive, and grossly disproportionate to any conceivable government interest.
55. Agent John Doe's use of the carotid restraint on Carlos was contrary to DHS's and ICE's own use of force policies and their longstanding recognition that carotid restraints are a form of deadly force.
56. When Agent John Doe applied the carotid restraint to Carlos, Carlos's vision went black and then he lost consciousness.
57. At or around the time Carlos lost consciousness, his body experienced pronounced involuntary, seizure-like movements.
58. Agent John Doe continued to apply the carotid restraint with at least one hand even after Carlos began to experience the involuntary, seizure-like movements.



Figure 6: Agent John Doe, wearing black gloves, applies the carotid restraint to Carlos



Figure 7: Carlos experiences involuntary, seizure-like movements, while A.Z.O screams

59. Agent John Doe removed his hands from Carlos’s neck and exited the car, as Carlos’s involuntary movements continued.

60. Carlos’s involuntary movements eventually ceased, and he regained consciousness. He felt confused and disoriented.

61. Agent John Doe walked to the open door on the front driver’s side of the car, next to Carlos. Agent John Doe spoke to Carlos, including yelling repeatedly “OUT NOW.”

62. Carlos exited the car. Agent John Doe instructed Carlos, “Put your hands behind your back.” Agent John Doe and other members of the ICE arrest team placed Carlos under arrest, handcuffed him behind his back, walked him to a government car, and placed him in the rear of the car.

63. An ambulance with emergency medical services (“EMS”) personnel had been called to the scene. EMS personnel with a gurney and other equipment were positioned in close proximity to the arrest. Carlos said he wanted to be evaluated by EMS. The federal agents walked him past the EMS personnel and equipment without allowing him to access medical attention. On information and belief, Agent John Doe waved EMS away and told them, “He’s all good.”

64. Once Juliana exited the car, the ICE arrest team placed her under arrest for civil immigration detention. The ICE arrest team drove Juliana directly to an immigration detention facility in Maine.

65. The ICE arrest team ultimately released Carlos at the scene. Carlos did not feel well enough to drive, and a third party drove Carlos and A.Z.O. home.

66. Late that afternoon, Carlos tried to go to work. When he arrived at work, he felt severe physical symptoms caused by the conduct of Agent John Doe and the other federal agents. Among other things, he experienced a sharp headache and pain in his arms, throat, and back.

67. Carlos left work and went to the emergency room, where he received evaluation and treatment for “injury due to physical assault,” including “having been choked around the neck.”

68. Carlos has subsequently continued to experience pain and other symptoms caused by Agent John Doe’s conduct alleged herein, and has continued to receive medical evaluation and treatment for those symptoms.

69. As a direct and proximate result of Agent John Doe’s unlawful and unconstitutional conduct, Carlos was harmed and caused to suffer significant damages, including physical pain and suffering, and emotional distress with resulting physical symptoms, including, but not limited to, sleeplessness, nightmares, anxiety, and fear.

D. In the aftermath of the arrests, a federal judge ordered Juliana released, and DHS took steps to conceal its agent’s unlawful conduct.

70. After her arrest, Juliana filed a Petition for Writ of Habeas Corpus in the U.S. District Court for the District of Maine. The government initially claimed that her arrest had been required by the recently enacted Laken Riley Act, but later abandoned that assertion. A

federal judge ordered Juliana released on November 10, 2025. *See generally Ojeda Montoya v. Joyce*, No. 25-558 (D. Me.).

71. In the meantime, the federal government has attempted to conceal its unlawful conduct towards Carlos. Among other things, DHS made multiple false assertions in a public statement about the incident, including falsely asserting and/or implying that Carlos was “FAKING a seizure,” “refused medical help,” and “displayed absolutely no signs of medical concerns just moments later.” These statements were lies.
72. On November 25, 2025, Carlos’s counsel sent a letter to ICE requesting that ICE preserve, and not modify or destroy, all evidence and information relating to this incident. The letter was delivered to the recipients between November 26 and November 28, 2025. On December 1, 2025, Carlos’s counsel sent a similar letter to another federal law enforcement agency that had agents at the scene, and that letter was delivered to that agency on December 2, 2025.
73. After this incident, ICE took no action against Carlos for a month. However, on December 6, 2025—roughly a week after the preservation letters were delivered—an ICE deportation officer sent Carlos a “Call-In Letter” demanding that he appear for a “check-in” at ICE’s office in Burlington, Massachusetts, at 10 a.m. on December 18, 2025. The “Call-In Letter” demanded that Carlos bring his passport to the check-in.
74. This is the first time ICE has requested that Carlos appear for a check-in since early 2023. Carlos’s counsel requested to postpone the check-in due to scheduling conflicts, but ICE refused to postpone it.

COUNT I
Bivens Claim for Violation of Fourth Amendment Rights
Against Agent John Doe (Individual Capacity)

75. Plaintiff repeats and incorporates by reference all preceding paragraphs of the Complaint as though they were fully set forth herein.
76. Carlos asserts a claim under *Bivens v. Six Unknown Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971), for the violation of his Fourth Amendment right to be free from unreasonable searches, seizures, and excessive force.
77. Agent John Doe’s conduct of the arrest and use of force against Carlos was excessive and unreasonable.
78. The actions of Agent John Doe as described herein violated Carlos’s rights under the Fourth Amendment of the United States Constitution.
79. As a direct and proximate result thereof, Carlos was caused to suffer damages, including but not limited to actual damages, physical harm, fear, and severe emotional distress.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment in his favor and against Defendant, and hereby seeks the following relief:

- 1) Compensatory damages to fully and fairly compensate Plaintiff for his physical pain and suffering, emotional distress and mental anguish, and other harms and losses;
- 2) Punitive damages, to the extent available;
- 3) Reasonable attorney’s fees and costs as permitted by law; and
- 4) Any other relief that the Court deems just and proper.

JURY DEMAND

Plaintiff requests a trial by jury on all claims.

Respectfully submitted,

Carlos Sebastian Zapata Rivera ,
By His Attorneys,

THE AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF MASSACHUSETTS

/s/ Daniel L. McFadden

Jessie J. Rossman (BBO # 670685)

Daniel L. McFadden (BBO # 676612)

AMERICAN CIVIL LIBERTIES UNION FOUNDATION OF
MASSACHUSETTS, INC.

One Center Plaza, Suite 850

Boston, MA 02108

(617) 482-3170

jrossman@aclum.org

dmcfadden@aclum.org

DATED: December 15, 2025

EXHIBIT D



CARLOS ZAPATA RIVERA



Printed on: December 26, 2025 9:02:19 AM



ICE

Next Reporting Date and Time: **January 07, 2026 between 12:00 PM and 2:00 PM**

Participant reported at the (BOS) ERO office on N/A.

Please keep this receipt with your records. Store receipt away from sunlight.

For information on an Immigration court case, please go to: <https://acis.eoir.justice.gov> or call 800-898-7180.



I-220R

EXHIBIT E



Lindsay Rosenbaum <lindsay@annelisearaujlaw.com>

Fwd: Reminder - Next CART Appointment

1 message

Carlos Zapata [REDACTED]
To: "lindsay@araujofisher.com" <lindsay@araujofisher.com>

Wed, Jan 7, 2026 at 12:52 PM

----- Mensaje reenviado -----
De: <NoReplyCART@ice.dhs.gov>
Fecha: El mié, ene 7, 2026 a la(s) 12:51 p.m.
Asunto: Reminder - Next CART Appointment
Para: <[REDACTED]>

C***** Z*****
*** **5 428
1 December ****

Participant reported on January 7, 2026.

Next Reporting Date: February 11, 2026 between 12:00 PM and 2:00 PM.

This is an automated message; please do not reply to this email.

EXHIBIT F

Programa de Supervisión Intensiva y Comparecencia (ISAP) Acuerdo de GPS con BI SmartLINK® Comunicación & Soporte

ACUERDO DE GPS

1. Mientras esté en el Programa de Monitoreo Electrónico, acuerdo usar una tobillera no removible que será colocada por mi Especialista de Caso y si es necesario colocar la Baliza en mi residencia.
2. Acuerdo que es mi responsabilidad mantener el servicio eléctrico en mi domicilio durante el tiempo en el que esté en el Programa de Monitoreo Electrónico.
3. Acuerdo mantener cargado el dispositivo de localización por GPS en todo momento. Entiendo y acuerdo con los requisitos de cuidado y mantenimiento del dispositivo de localización por GPS.
4. Acuerdo no remover ni alterar el dispositivo de localización por GPS ni la Baliza excepto como sea necesario en caso de emergencia o con la previa aprobación de mi Especialista de Caso. Esto incluye todos los equipos y accesorios de inteligencia empresarial.
5. Acuerdo a permitir que el personal autorizado inspeccione y haga mantenimiento del dispositivo de localización por GPS y la Baliza durante las visitas a la oficina y en mi domicilio.
6. Entiendo que debo cumplir estrictamente con mi horario aprobado y que podría ser necesario establecer un toque de queda específico. También entiendo que todas las solicitudes de cambio de horario deben realizarse con al menos 24 horas de antelación, poniéndose en contacto con la oficina de ISAP. Las llamadas y los mensajes de SmartLINK se responderán únicamente durante el horario de oficina. El horario de oficina es de lunes a viernes de 08:00 a.m. a 5:00 p.m.
7. En caso de una emergencia médica que afecte a mi sistema de monitoreo electrónico, me comprometo a ponerme en contacto de inmediato con la oficina de ISAP y proporcionar los detalles de la emergencia.
8. Entiendo que dañar o intentar dañar la pulsera de tobillo de rastreo GPS o cualquiera de sus equipos asociados (incluidos, entre otros, la estación de carga, las baterías, los cables de alimentación, etc.) puede resultar en mi arresto, detención y procesamiento de conformidad con 18 USC § 1361 y/o 18 USC § 641, cada uno punible con una multa, hasta diez años de prisión o ambos.
9. Estoy de acuerdo en permanecer dentro del área designada por ICE, y estoy de acuerdo en pedir permiso para salir de esta área. Me pondré en contacto con mi especialista del casos de ISAP si tengo alguna pregunta.

ACUERDO DE SMARTLINK DE COMUNICACIÓN Y SOPORTE

1. Estoy de acuerdo en que solo instalaré la aplicación de SmartLINK en un dispositivo móvil de mi propiedad y usado en este programa.
2. Estoy de acuerdo en que debo:
 - a. Mantener mi dispositivo móvil cargado y encendido en todo momento durante el cual podría recibir una notificación.
 - b. Asegurarme de permitir que mi dispositivo móvil acepte "Notificaciones Push" para eventos de SmartLINK, citas programadas o actividades.
 - c. Tener cobertura de datos de celular o estar conectado a un punto de acceso de Wi-Fi con conexión a Internet. Si no tengo cobertura, me trasladaré a un área con cobertura tan pronto como sea posible.
3. Reconozco que es mi responsabilidad informar a mi especialista del caso inmediatamente si reemplazo, pierdo o daño el dispositivo móvil en el que está instalada la aplicación de SmartLINK.
4. Entiendo que aplicación de SmartLINK requiere o bien datos de celular o cobertura de Wi-Fi para funcionar correctamente y que se pueden aplicar cargos de datos estándar. Me comprometo a mantener las cuentas de datos de celular y/o Wi-Fi en regla para evitar la pérdida de servicio y a notificar a mi oficial o administrador de caso inmediatamente en el caso de una interrupción del servicio.

Programa de Supervisión Intensiva y Comparecencia (ISAP) Acuerdo de GPS con BI SmartLINK® Comunicación & Soporte

ACUERDO DE SMARTLINK DE COMUNICACIÓN Y SOPORTE

5. Estoy de acuerdo para no invalidar mi sistema operativo del dispositivo móvil por cualquier medio.
6. Acepto mantener el sistema operativo de mi dispositivo móvil actualizado a la versión más reciente, a menos que mi especialista de caso me indique lo contrario.
7. Estoy de acuerdo informar a mi oficial o administrador de caso inmediatamente si mi dirección de correo electrónico cambia.
8. Estoy de acuerdo de no conducir un vehículo de motor o utilizar maquinaria cuando utilizando la aplicación de SmartLINK.

RECONOCIMIENTO DE REVISIÓN

Al firmar a continuación reconozco que he recibido una copia de las reglas y el calendario autorizado y que estos se me han explicado. También reconozco que había servicios de traducción disponibles a pedido. Entiendo que debo cumplir con estas reglas hasta que haya completado el Programa de Monitoreo Electrónico, o hasta que mi especialista de caso me notifique lo contrario. También entiendo que cualquier violación de estas reglas constituirá una violación por incumplimiento que podría resultar que se me regrese a la custodia de ICE.

Nombre del participante **ZAPATA RIVERA, CARLOS**

Número de registro de extranjero del participante [REDACTED]

Firma del participante

Fecha 0

Firma del especialista del caso

Fecha 02/17/26



Programa de Supervisión Intensiva y Comparecencia (ISAP) Acuerdo de Reglas del Programa

ACUERDO

Hoy, 2/17/2026, se celebra este contrato de mutuo acuerdo entre ZAPATA RIVERA, CARLOS y BI Incorporated. Este contrato define las responsabilidades mutuas de cada parte en ISAP. Participante, su firma estampada a continuación significa que comprende y acuerda a todos los requisitos de supervisión y reglas de ISAP siguientes. El incumplimiento de estas reglas puede ocasionar que ICE altere sus condiciones de liberación que pueden incluir un mayor manejo del caso, mayor asignación de tecnología o la detención.

DERECHOS DEL PARTICIPANTE

1. El derecho a esperar que se respete su estilo de vida, preferencia religiosa, valores, herencia y prácticas culturales independientemente de la raza, el color, la religión, el origen nacional, la edad, el sexo, el estatus económico, la afiliación política, la orientación sexual o la discapacidad física.
2. El derecho a ser tratado con respecto en cuanto a cuestiones personales y que se muestre una preocupación sensible cuando se compartan estos asuntos con otros miembros del personal y con el Servicio de Inmigración y Control de Aduanas (ICE).
3. El derecho a la confidencialidad con la excepción de la información solicitada por el ICE o que usted haya autorizado al ISAP a divulgar.
4. El derecho a buscar y recibir atención médica y tratamientos médicos fuera de su área geográfica. Si necesita atención de emergencia y no puede esperar para hablar con su especialista de caso, proporcione la confirmación de su proveedor médico después de su regreso.

RESPONSABILIDADES DEL PARTICIPANTE

1. Cumplir con todas las exigencias del ICE, el Tribunal y las órdenes de liberación.
2. Cumplir con todos los requisitos del ISAP que se establecen en el Manual del ISAP para el Participante.
3. Si es necesario que participe en el Monitoreo Electrónico (ME), cumplir con las reglas y normativas tal como se establecen en los formularios de Acuerdo del Participante del ME.
4. No consumir drogas ilegales de ningún tipo ni beber en exceso mientras participa en el ISAP.
5. No poseer armas, incluidas, entre otras, rifles, escopetas, pistolas o cualquier cuchillo o navaja, etc.
6. Siga todas las leyes de los Estados Unidos y no cometer actos delictivos. Informar de cualquier contacto con las fuerzas policiales a su Especialista de Caso dentro de las 24 horas.
7. Cooperar con el personal de ISAP y responder todas las preguntas de manera precisa y completa.
8. Proporcionar o autorizar la divulgación de cualquier información solicitada por el personal de ISAP.
9. Si está autorizado a trabajar conforme a la Ley de Inmigración de los EE.UU., proporcionar toda información de empleo a su Especialista de Caso.
10. Cumplir con su horario semanal y/o las condiciones de su horario impuestas por ICE. Se le puede solicitar en cualquier momento mientras esté en ISAP que confirme su ubicación, las 24 horas del día, los siete días de la semana.
11. Informe a su Especialista de Caso sobre cualquier cambio potencial de sus arreglos de vivienda, incluido un cambio de dirección, número de teléfono o arreglos de vivienda de dependientes menores. (Cambiar su dirección y/o número de teléfono requiere la aprobación del ICE).
12. Respetar y reconocer los intereses de confidencialidad de todos los demás Participantes en el ISAP al no compartir ninguna información sobre otros Participantes con nadie.
13. Cumplir con todas las citas requeridas y programadas en las oficinas del ISAP y según lo indique el ICE.
14. Llegar puntualmente a todas sus citas judiciales, de ICE y del ISAP.

Programa de Supervisión Intensiva y Comparecencia (ISAP) Acuerdo de Reglas del Programa

RESPONSABILIDADES DEL PARTICIPANTE

15. Permitir que el personal autorizado ingrese a su casa para todas las visitas a domicilio no programadas.
16. Llevar consigo la identificación del ISAP en todo momento (se le puede cobrar una tarifa si se pierde la tarjeta).
17. No fumar dentro de ninguna de las instalaciones de ISAP.

POLÍTICAS DE LAS INSTALACIONES DE CONTROL

1. Horarios de oficina: Los horarios de la oficina de control son de lunes a viernes de 8 AM a 5 PM. Los horarios especiales para los feriados serán publicados con anticipación.
2. No se podrá usar ni exhibir parafernalia o vestimenta inapropiada mientras se encuentre en una instalación del ISAP.
3. Mientras se encuentre en las instalaciones del ISAP, las posesiones o vehículos del Participante están sujetos a registro.
4. No se permiten armas de ninguna clase en el edificio del ISAP. Si se traen armas dentro del edificio se generará una notificación al ICE, un informe escrito del incidente y si fuera considerado necesario, se le echará del programa y podrían regresarse a la custodia de ICE.
5. El participante no participará en ninguna pelea o tendrá un comportamiento agresivo con ningún miembro del personal, familiar o cualquier otra persona que esté en la oficina del ISAP.
6. Oficina del ISAP de BI:
7. Oficina del ICE:

PROCEDIMIENTO PARA LA PRESENTACIÓN DE QUEJAS

Los participantes que estén insatisfechos con cualquier parte del programa, plan de supervisión o sanciones del programa tienen la opción de presentar una queja. La queja será enviada al Director del Programa de ISAP quien discutirá, y si es posible, resolverá la queja dentro de los tres días hábiles. Si la queja no se resuelve o si no se siente cómodo de presentar una queja ante el Director del Programa de ISAP, puede notificar al ICE.

MATERIALES DEL PROGRAMA

Reconozco haber recibido los siguientes recursos para que mi tiempo invertido en el ISAP sea productivo y exitoso: listados de servicios de recursos comunitarios locales, lista de proveedores de servicios legales sin costo locales y un Manual del participante de ISAP. Know Your Rights (Conozca sus derechos) está disponible para todos los Participantes del ISAP en línea a través de <https://youtu.be/-bdLbk6n2b8>.

RECONOCIMIENTO DE REVISIÓN

Doy mi consentimiento para participar en el ISAP y acepto los términos anteriores. He asistido a una orientación integral el 2/17/2026. He leído y comprendo todas las condiciones anteriores y los documentos a los que se hace referencia, incluido el Manual del participante de ISAP, y acepto trabajar en pos de alcanzar los objetivos del contrato. Entiendo y acepto que si las circunstancias cambian puedo solicitar una revisión de este contrato. Haré todos los esfuerzos razonables para lograr mis objetivos establecidos y soy consciente de que si no lo hago puede ser motivo de cancelación de mi participación en el ISAP y podrían regresarse a la custodia de ICE.

Nombre de Participante: ZAPATA RIVERA, CARLOS

Número de extranjero: [REDACTED]

Firma del participante x 

Fecha 2/17/2026

Firma del especialista de caso 

Fecha 2/17/2026

Programa de Supervisión Intensiva y Comparecencia

Contrato sobre comparecencia ante el tribunal

CONSENTIMIENTO

Yo, ZAPATA RIVERA, CARLOS, Número de extranjero [REDACTED], asistiré a mi audiencia el día 14 de Diciembre de 2026 a las 1330, tal como lo ha programado el Tribunal de Inmigración.

Me comprometo a informar a la oficina de ISAP inmediatamente después de mi audiencia y a proporcionar:

1. Prueba de mi presencia
2. Informe sobre el resultado de mi audiencia

PLAN DE TRANSPORTE

150 APOLLO DRIVE, SUITE 100
CHELMSFORD, MA 01824

personal car

PLAN DE TRANSPORTE ALTERNATIVO

personal contact

FIRMAS

Firma del participante

Fecha 02/17/2026

Firma del especialista de caso

Fecha 02/17/2026

Programa de Supervisión Intensiva y Comparecencia (ISAP) Reconocimiento del las Reglas de la Oficina y del Edificio

INFORMACIÓN REQUERIDA

Nombre: ZAPATA RIVERA, CARLOS

Número de registro de extranjero: [REDACTED]

Especialista del caso: case load one

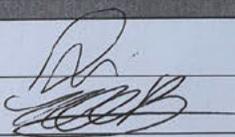
Oficina de ISAP: Framingham

REGLAS

1. NO SE PERMITEN DISPOSITIVOS DE GRABACIÓN: está prohibido el uso de dispositivos de grabación dentro del edificio/vestibulo/oficina.
2. Está prohibido merodear en el edificio/propiedad de ISAP.
3. Está prohibido fumar o vapear en las instalaciones o dentro de las instalaciones de ISAP.
4. No se permiten invitados adicionales a menos que se solicite o sea necesaria con fines de asistencia.
5. Es requerido proveer información de cualquier acompañante solicitada por el personal de ISAP
6. Esté consciente que el edificio/la propiedad siempre se está monitoreando
7. Tenga en cuenta que los actos criminales en el edificio/la propiedad de ISAP podrian resultar en una acción judicial. Incluyendo pero no limitado a: graffiti, tirar basura, merodear, intoxicación publica, beber alcohol en la propiedad.
8. No se permiten armas, drogas ni parafernalia para consumo de drogas en ninguna instalación de ISAP.
9. Todos los acompañantes deben de permanecer sentados en la sala de espera de ISAP o en una área designada mientras permanezcan en nuestras localidades.

FIRMAS

Firma del participante



Fecha 2/17/2026

Firma del especialista de caso

Fecha 2/17/2026





Plan Individual de Servicio

Fecha del informe: 02/17/2026
Creado por: Caseload *One
Oficina de ISAP: BI ISAP Framingham
Fecha de inscripción: 2/24/2023
Nombre del participante: CARLOS ZAPATA RIVERA
N° de Extranjero: [REDACTED]
Especialista de caso asignado: Caseload *One

Información personal

Dirección principal: [REDACTED]
Teléfono particular: [REDACTED]
Teléfono celular: [REDACTED]

Plan de supervisión

Etapas jurídicas: Hacer un pedido
Plan de servicio: Gestión de casos ISAP, seguimiento judicial ISAP, visitas a la oficina cada doce semanas
Tecnología: BI LOC3 XT para ISAP
Frecuencia de presentación: Cara a Cara 03/03/2026 - sin fin; Ocurre cada 12 Semanas los Martes a las 09:00

Usted está obligado a presentarse en la oficina de ISAP según el calendario antes mencionado a menos que obtenga el consentimiento de su Especialista de caso de ISAP. Si usted está inscrito en el Monitoreo Electrónico, cumplirá con las reglas y expectativas de Monitoreo Electrónico. Si está inscrito en GPS, no intentará alinear o retirar la unidad de GPS por ninguna razón. Si usted está inscrito en Reporte Telefónico o SmartLINK, hará las llamadas telefónicas o check-ins de la manera requerida e inmediatamente informará cualquier cambio del número telefónico que usted presentó para estas llamadas o check-ins. Usted cumplirá un horario semanal y notificará a su Especialista de Caso cualquier cambio con un mínimo de 24 horas de antelación. Usted entiende que las Visitas a Domicilio se podrán realizar en momentos en los que su horario indica que usted está en su casa. También debe cumplir con todas las reglas del programa además de cualquier requisito adicional que figure en su Orden de Fianza de ERO u Orden de Supervisión.

Plan de traducción

Idiomas que habla: Español
Habla inglés con fluidez: Se requiere intérprete

Contactos personales

Nombre: [REDACTED]
Relación: [REDACTED]
DIRECCIÓN:
Teléfono: [REDACTED]
Vive con el participante: True
Última verificación el:

Nombre: [REDACTED]
Relación: [REDACTED]
DIRECCIÓN:
Teléfono: [REDACTED]
Vive con el participante: False
Última verificación el:

Nombre: [REDACTED]
Relación: [REDACTED]
DIRECCIÓN:
Teléfono: [REDACTED]
Vive con el participante: False
Última verificación el:

Nombre: Lindsay Rosenbaum
Relación: Abogado
DIRECCIÓN:
Teléfono: [REDACTED]
Vive con el participante: False
Última verificación el:

Plan legal

Plan: - Actualmente se encuentra en la etapa legal previa a la orden judicial. - Asistirá a su audiencia judicial según lo programado e informará los resultados a ISAP Inmediatamente después. - Informará a ISAP si hay algún cambio en su representación legal o estatus. - Si alguna vez necesita referencias legales, puede obtener una lista en la oficina de ISAP. - Notificará a ISAP de inmediato o lo antes posible si tiene contacto con las autoridades por cualquier motivo. - Revisará el sistema judicial automatizado junto con su especialista en casos en cada visita a la oficina para verificar futuras audiencias judiciales. La audiencia preliminar será el 14 de diciembre de 2028 a la 1:30 p. m. Jueza Smith, Natalie. Dirección del tribunal: 150 APOLLO DRIVE, SUITE 100 CHELMSFORD, MA 01824

Nombre del abogado: Lindsay Rosenbaum
Dirección del abogado:
Teléfono del abogado: [REDACTED]

Actividad delictiva

No se conoce ninguna actividad delictiva

Plan de partida

Fecha de salida:

Comentario del plan de salida: -You are currently in the Pre-Order legal stage -In the event you receive an order of removal, we have discussed the following: the appeal process

Viajeros adicionales:

Comentarios de viajeros adicionales:

Método de viaje:

Documento de Viaje

Estado del documento: Se le indicó que traiga TD en la próxima visita presencial

Pais de expedición:

Tipo de documento:

Número de documento:

Presentado por:

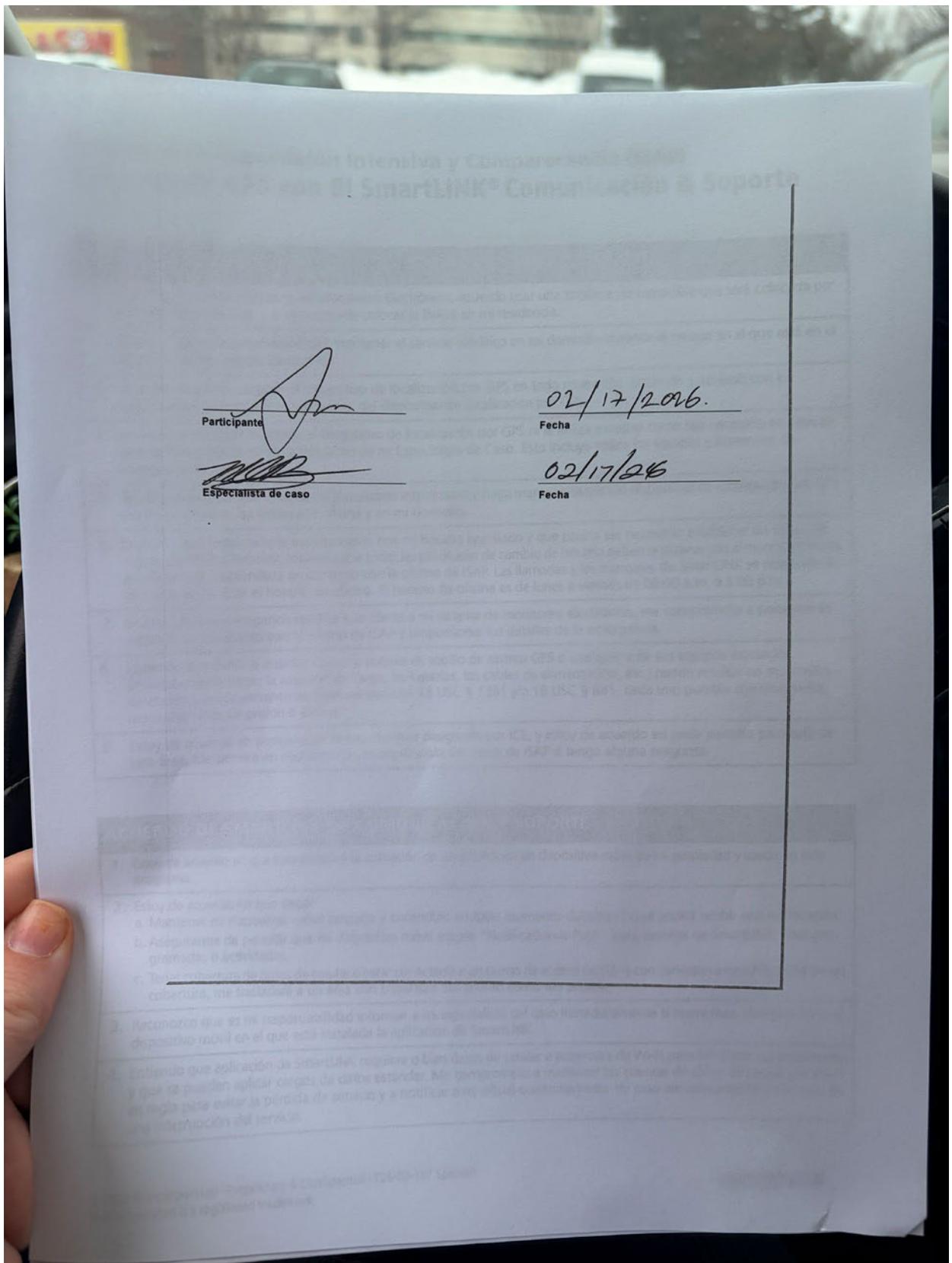
Presentado el:

Fecha de vencimiento:

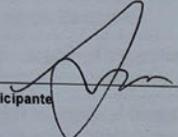
Plan: -Usted indicó que tiene su pasaporte pero está en casa. -Usted acepta traer su pasaporte a su próxima visita a la oficina el 3/3/2026.

Referencias comunitarias

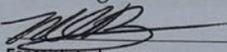
Notas: -Usted y el especialista en casos acordaron que no se necesitan derivaciones a la comunidad en este momento. -El especialista en casos continuará evaluándolo en cada visita para determinar si necesita algún servicio. -Se le ha informado sobre las derivaciones a la comunidad disponibles y acepta avi...



Evaluación Inicial y Comparación de Precios con el SmartLINK® Comunicación de Soporte


Participante

02/17/2016.
Fecha


Especialista de caso

02/17/2016
Fecha

[Faded text in the background of the document, likely containing terms and conditions or a service agreement.]

1. Estoy de acuerdo en la instalación y activación de un dispositivo de monitoreo de ubicación y uso de datos en mi dispositivo móvil.
2. Estoy de acuerdo en los costos:
 - a. Mantener mi dispositivo móvil cargado y conectado en todo momento durante el uso del servicio.
 - b. Asignarme de por vida que mi dispositivo móvil soporte "Notificaciones Push" para servicios de ubicación, monitoreo de actividad, etc.
 - c. Tener cobertura de datos de red de 4G LTE o 3G en todo momento de uso del servicio con cobertura de voz y datos de emergencia, me inscribiré a un plan con cobertura de voz y datos de emergencia.
3. Reconozco que es mi responsabilidad informar a mi aseguradora del uso inmediato de mi dispositivo móvil en el que está instalada la aplicación de SmartLINK.
4. Entiendo que aplicación de SmartLINK requiere y tiene acceso de internet y servicios de VoIP para funcionar, y que se pueden aplicar cargos de otros estados. Me comprometo a mantener los cargos de otros estados que se aplican en regla para evitar la pérdida de servicio y a notificar a mi aseguradora de cualquier cambio en la información del servicio.



Technovate Translations
4936 Yonge Street
Suite 820
Toronto, ON
M2N 6S3

Affidavit

I, MARCEL VILANEZ, of the city of Toronto, in the province of Ontario,

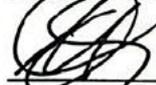
MAKE OATH AND SAY:

1. I am a Translation Manager at Technovate Translations, located at 4936 Yonge Street, Suite 820, Toronto, ON, Canada, M2N 6S3 and therefore have knowledge of the matters herein deposed.
2. I engaged Carlos Pimental, to do a Spanish-to-English translation. Carlos Pimental has been hired to translate *ISAP Participant Agreements and Program Rules, pertaining to CARLOS ZAPATA RIVERA, Alien Registration Number [REDACTED]* originally written in Spanish.
3. Attached to this Affidavit and marked Exhibit "A" is the original *ISAP Participant Agreements and Program Rules, pertaining to CARLOS ZAPATA RIVERA, Alien Registration Number [REDACTED]* in Spanish.
4. Attached to this Affidavit and marked Exhibit "B" is the English Translation of Exhibit "A"
5. Based on this information, I can confirm with certainty that Carlos Pimental is fluent in both English and Spanish. I do verily believe that the English *Translation of the ISAP Participant Agreements and Program Rules, pertaining to CARLOS ZAPATA RIVERA, Alien Registration Number [REDACTED]* is a complete and accurate translation from Spanish into English.
6. I make this affidavit in support of Carlos Pimental's translation and for no other or improper purpose.

In witness whereof I have hereto
subscribed my name in the city of Toronto,
in the province of Ontario
in the country of Canada
This 18th day of February, 2026.

Commissioner for taking Affidavits
Technovate Translations
Certified via ATA Member Number 243034
American Translators Association
atanet.org

MARCEL VILANEZ
Name of Deponent


Signature of Deponent

Translation Manager
Title of Position



Programa de Supervisión Intensiva y Comparecencia (ISAP) Acuerdo de GPS con BI SmartLINK® Comunicación & Soporte

ACUERDO DE GPS

1. Mientras esté en el Programa de Monitoreo Electrónico, acuerdo usar una tobillera no removible que será colocada por mi Especialista de Caso y si es necesario colocar la Baliza en mi residencia.
2. Acuerdo que es mi responsabilidad mantener el servicio eléctrico en mi domicilio durante el tiempo en el que esté en el Programa de Monitoreo Electrónico.
3. Acuerdo mantener cargado el dispositivo de localización por GPS en todo momento. Entiendo y acuerdo con los requisitos de cuidado y mantenimiento del dispositivo de localización por GPS.
4. Acuerdo no remover ni alterar el dispositivo de localización por GPS ni la Baliza excepto como sea necesario en caso de emergencia o con la previa aprobación de mi Especialista de Caso. Esto incluye todos los equipos y accesorios de inteligencia empresarial.
5. Acuerdo a permitir que el personal autorizado inspeccione y haga mantenimiento del dispositivo de localización por GPS y la Baliza durante las visitas a la oficina y en mi domicilio.
6. Entiendo que debo cumplir estrictamente con mi horario aprobado y que podría ser necesario establecer un toque de queda específico. También entiendo que todas las solicitudes de cambio de horario deben realizarse con al menos 24 horas de antelación, poniéndose en contacto con la oficina de ISAP. Las llamadas y los mensajes de SmartLINK se responderán únicamente durante el horario de oficina. El horario de oficina es de lunes a viernes de 08:00 a.m. a 5:00 p.m.
7. En caso de una emergencia médica que afecte a mi sistema de monitoreo electrónico, me comprometo a ponerme en contacto de inmediato con la oficina de ISAP y proporcionar los detalles de la emergencia.
8. Entiendo que dañar o intentar dañar la pulsera de tobillo de rastreo GPS o cualquiera de sus equipos asociados (incluidos, entre otros, la estación de carga, las baterías, los cables de alimentación, etc.) puede resultar en mi arresto, detención y procesamiento de conformidad con 18 USC § 1361 y/o 18 USC § 641, cada uno punible con una multa, hasta diez años de prisión o ambos.
9. Estoy de acuerdo en permanecer dentro del área designada por ICE, y estoy de acuerdo en pedir permiso para salir de esta área. Me pondré en contacto con mi especialista del caso de ISAP si tengo alguna pregunta.

ACUERDO DE SMARTLINK DE COMUNICACIÓN Y SOPORTE

1. Estoy de acuerdo en que solo instalaré la aplicación de SmartLINK en un dispositivo móvil de mi propiedad y usado en este programa.
2. Estoy de acuerdo en que debo:
 - a. Mantener mi dispositivo móvil cargado y encendido en todo momento durante el cual podría recibir una notificación.
 - b. Asegurarme de permitir que mi dispositivo móvil acepte "Notificaciones Push" para eventos de SmartLINK, citas programadas o actividades.
 - c. Tener cobertura de datos de celular o estar conectado a un punto de acceso de Wi-Fi con conexión a Internet. Si no tengo cobertura, me trasladaré a un área con cobertura tan pronto como sea posible.
3. Reconozco que es mi responsabilidad informar a mi especialista del caso inmediatamente si reemplazo, pierdo o daño el dispositivo móvil en el que está instalada la aplicación de SmartLINK.
4. Entiendo que aplicación de SmartLINK requiere o bien datos de celular o cobertura de Wi-Fi para funcionar correctamente y que se pueden aplicar cargos de datos estándar. Me comprometo a mantener las cuentas de datos de celular y/o Wi-Fi en regla para evitar la pérdida de servicio y a notificar a mi oficial o administrador de caso inmediatamente en el caso de una interrupción del servicio.

Programa de Supervisión Intensiva y Comparecencia (ISAP) Acuerdo de GPS con BI SmartLINK® Comunicación & Soporte

ACUERDO DE SMARTLINK DE COMUNICACIÓN Y SOPORTE

5. Estoy de acuerdo para no invalidar mi sistema operativo del dispositivo móvil por cualquier medio.
6. Acepto mantener el sistema operativo de mi dispositivo móvil actualizado a la versión más reciente, a menos que mi especialista de caso me indique lo contrario.
7. Estoy de acuerdo informar a mi oficial o administrador de caso inmediatamente si mi dirección de correo electrónico cambia.
8. Estoy de acuerdo de no conducir un vehículo de motor o utilizar maquinaria cuando utilizando la aplicación de SmartLINK.

RECONOCIMIENTO DE REVISIÓN

Al firmar a continuación reconozco que he recibido una copia de las reglas y el calendario autorizado y que estos se me han explicado. También reconozco que había servicios de traducción disponibles a pedido. Entiendo que debo cumplir con estas reglas hasta que haya completado el Programa de Monitoreo Electrónico, o hasta que mi especialista de caso me notifique lo contrario. También entiendo que cualquier violación de estas reglas constituirá una violación por incumplimiento que podría resultar que se me regrese a la custodia de ICE.

Nombre del participante ZAPATA RIVERA, CARLOS

Número de registro de extranjero del participante [REDACTED]

Firma del participante

Fecha 0

Firma del especialista del caso

Fecha 02/17/26

Programa de Supervisión Intensiva y Comparecencia (ISAP) Acuerdo de Reglas del Programa

ACUERDO

Hoy, 2/17/2026, se celebra este contrato de mutuo acuerdo entre ZAPATA RIVERA, CARLOS y BI Incorporated. Este contrato define las responsabilidades mutuas de cada parte en ISAP. Participante, su firma estampada a continuación significa que comprende y acuerda a todos los requisitos de supervisión y reglas de ISAP siguientes. El incumplimiento de estas reglas puede ocasionar que ICE altere sus condiciones de liberación que pueden incluir un mayor manejo del caso, mayor asignación de tecnología o la detención.

DERECHOS DEL PARTICIPANTE

1. El derecho a esperar que se respete su estilo de vida, preferencia religiosa, valores, herencia y prácticas culturales independientemente de la raza, el color, la religión, el origen nacional, la edad, el sexo, el estatus económico, la afiliación política, la orientación sexual o la discapacidad física.
2. El derecho a ser tratado con respecto en cuanto a cuestiones personales y que se muestre una preocupación sensible cuando se compartan estos asuntos con otros miembros del personal y con el Servicio de Inmigración y Control de Aduanas (ICE).
3. El derecho a la confidencialidad con la excepción de la información solicitada por el ICE o que usted haya autorizado al ISAP a divulgar.
4. El derecho a buscar y recibir atención médica y tratamientos médicos fuera de su área geográfica. Si necesita atención de emergencia y no puede esperar para hablar con su especialista de caso, proporcione la confirmación de su proveedor médico después de su regreso.

RESPONSABILIDADES DEL PARTICIPANTE

1. Cumplir con todas las exigencias del ICE, el Tribunal y las órdenes de liberación.
2. Cumplir con todos los requisitos del ISAP que se establecen en el Manual del ISAP para el Participante.
3. Si es necesario que participe en el Monitoreo Electrónico (ME), cumplir con las reglas y normativas tal como se establecen en los formularios de Acuerdo del Participante del ME.
4. No consumir drogas ilegales de ningún tipo ni beber en exceso mientras participa en el ISAP.
5. No poseer armas, incluidas, entre otras, rifles, escopetas, pistolas o cualquier cuchillo o navaja, etc.
6. Siga todas las leyes de los Estados Unidos y no cometer actos delictivos. Informar de cualquier contacto con las fuerzas policiales a su Especialista de Caso dentro de las 24 horas.
7. Cooperar con el personal de ISAP y responder todas las preguntas de manera precisa y completa.
8. Proporcionar o autorizar la divulgación de cualquier información solicitada por el personal de ISAP.
9. Si está autorizado a trabajar conforme a la Ley de Inmigración de los EE.UU., proporcionar toda información de empleo a su Especialista de Caso.
10. Cumplir con su horario semanal y/o las condiciones de su horario impuestas por ICE. Se le puede solicitar en cualquier momento mientras esté en ISAP que confirme su ubicación, las 24 horas del día, los siete días de la semana.
11. Informe a su Especialista de Caso sobre cualquier cambio potencial de sus arreglos de vivienda, incluido un cambio de dirección, número de teléfono o arreglos de vivienda de dependientes menores. (Cambiar su dirección y/o número de teléfono requiere la aprobación del ICE).
12. Respetar y reconocer los intereses de confidencialidad de todos los demás Participantes en el ISAP al no compartir ninguna información sobre otros Participantes con nadie.
13. Cumplir con todas las citas requeridas y programadas en las oficinas del ISAP y según lo indique el ICE.
14. Llegar puntualmente a todas sus citas judiciales, de ICE y del ISAP.

Programa de Supervisión Intensiva y Comparecencia (ISAP) Acuerdo de Reglas del Programa

RESPONSABILIDADES DEL PARTICIPANTE

15. Permitir que el personal autorizado ingrese a su casa para todas las visitas a domicilio no programadas.
16. Llevar consigo la identificación del ISAP en todo momento (se le puede cobrar una tarifa si se pierde la tarjeta).
17. No fumar dentro de ninguna de las instalaciones de ISAP.

POLÍTICAS DE LAS INSTALACIONES DE CONTROL

1. Horarios de oficina: Los horarios de la oficina de control son de lunes a viernes de 8 AM a 5 PM. Los horarios especiales para los fenados serán publicados con anticipación.
2. No se podrá usar ni exhibir parafernalia o vestimenta inapropiada mientras se encuentre en una instalación del ISAP.
3. Mientras se encuentre en las instalaciones del ISAP, las posesiones o vehículos del Participante están sujetos a registro.
4. No se permiten armas de ninguna clase en el edificio del ISAP. Si se traen armas dentro del edificio se generará una notificación al ICE, un informe escrito del incidente y si fuera considerado necesario, se le echará del programa y podrían regresarse a la custodia de ICE.
5. El participante no participará en ninguna pelea o tendrá un comportamiento agresivo con ningún miembro del personal, familiar o cualquier otra persona que esté en la oficina del ISAP.
6. Oficina del ISAP de BI:
7. Oficina del ICE:

PROCEDIMIENTO PARA LA PRESENTACIÓN DE QUEJAS

Los participantes que estén insatisfechos con cualquier parte del programa, plan de supervisión o sanciones del programa tienen la opción de presentar una queja. La queja será enviada al Director del Programa de ISAP quien discutirá, y si es posible, resolverá la queja dentro de los tres días hábiles. Si la queja no se resuelve o si no se siente cómodo de presentar una queja ante el Director del Programa de ISAP, puede notificar al ICE.

MATERIALES DEL PROGRAMA

Reconozco haber recibido los siguientes recursos para que mi tiempo invertido en el ISAP sea productivo y exitoso: listados de servicios de recursos comunitarios locales, lista de proveedores de servicios legales sin costo locales y un Manual del participante de ISAP. Know Your Rights (Conozca sus derechos) está disponible para todos los Participantes del ISAP en línea a través de <https://youtu.be/bdLbk6n2b8>.

RECONOCIMIENTO DE REVISIÓN

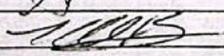
Doy mi consentimiento para participar en el ISAP y acepto los términos anteriores. He asistido a una orientación integral el 2/17/2026. He leído y comprendo todas las condiciones anteriores y los documentos a los que se hace referencia, incluido el Manual del participante de ISAP, y acepto trabajar en pos de alcanzar los objetivos del contrato. Entiendo y acepto que si las circunstancias cambian puedo solicitar una revisión de este contrato. Haré todos los esfuerzos razonables para lograr mis objetivos establecidos y soy consciente de que si no lo hago puede ser motivo de cancelación de mi participación en el ISAP y podrían regresarse a la custodia de ICE.

Nombre de Participante: ZAPATA RIVERA, CARLOS

Número de extranjero: [REDACTED]

Firma del participante x 

Fecha 2/17/2026

Firma del especialista de caso 

Fecha 2/17/2026

Programa de Supervisión Intensiva y Comparecencia Contrato sobre comparecencia ante el tribunal

CONSENTIMIENTO

Yo, ZAPATA RIVERA, CARLOS, Número de extranjero [REDACTED], asistiré a mi audiencia el día 14 de Diciembre de 2028 a las 1330, tal como lo ha programado el Tribunal de Inmigración.

Me comprometo a informar a la oficina de ISAP inmediatamente después de mi audiencia y a proporcionar:

1. Prueba de mi presencia
2. Informe sobre el resultado de mi audiencia

PLAN DE TRANSPORTE

150 APOLLO DRIVE, SUITE 100
CHELMSFORD, MA 01824

personal car

PLAN DE TRANSPORTE ALTERNATIVO

personal contact

FIRMAS

Firma del participante

Fecha 02/17/2026

Firma del especialista de caso

Fecha 02/17/2026

Programa de Supervisión Intensiva y Comparecencia (ISAP) Reconocimiento del las Reglas de la Oficina y del Edificio

INFORMACIÓN REQUERIDA

Nombre: ZAPATA RIVERA, CARLOS

Número de registro de extranjero: [REDACTED]

Especialista del caso: case load one

Oficina de ISAP: Framingham

REGLAS

1. NO SE PERMITEN DISPOSITIVOS DE GRABACIÓN: está prohibido el uso de dispositivos de grabación dentro del edificio/vestibulo/oficina.
2. Está prohibido merodear en el edificio/propiedad de ISAP.
3. Está prohibido fumar o vapear en las instalaciones o dentro de las instalaciones de ISAP.
4. No se permiten invitados adicionales a menos que se solicite o sea necesaria con fines de asistencia.
5. Es requerido proveer información de cualquier acompañante solicitada por el personal de ISAP
6. Esté consciente que el edificio/la propiedad siempre se está monitoreando
7. Tenga en cuenta que los actos criminales en el edificio/la propiedad de ISAP podrían resultar en una acción judicial. Incluyendo pero no limitado a: graffiti, tirar basura, merodear, intoxicación publica, beber alcohol en la propiedad.
8. No se permiten armas, drogas ni parafernalia para consumo de drogas en ninguna instalación de ISAP.
9. Todos los acompañantes deben de permanecer sentados en la sala de espera de ISAP o en una área designada mientras permanezcan en nuestras localidades.

FIRMAS

Firma del participante

Fecha 2/17/2026

Firma del especialista de caso

Fecha 2/17/2026





Plan Individual de Servicio

Fecha del informe: 02/17/2026
Creado por: Caseload *One
Oficina de ISAP: BI ISAP Framingham
Fecha de inscripción: 2/24/2023
Nombre del participante: CARLOS ZAPATA RIVERA
N° de Extranjero: [REDACTED]
Especialista de caso asignado: Caseload *One

Información personal

Dirección principal: [REDACTED]
Teléfono particular: [REDACTED]
Teléfono celular: [REDACTED]

Plan de supervisión

Etapa jurídica: Hacer un pedido
Plan de servicio: Gestión de casos ISAP, seguimiento judicial ISAP, visitas a la oficina cada doce semanas
Tecnología: BI LOCS XT para ISAP
Frecuencia de presentación: Cara a Cara 03/03/2026 - sin fin; Ocurre cada 12 Semanas los Martes a las 09:00

Usted está obligado a presentarse en la oficina de ISAP según el calendario antes mencionado a menos que obtenga el consentimiento de su Especialista de caso de ISAP. Si usted está inscrito en el Monitoreo Electrónico, cumplirá con las reglas y expectativas de Monitoreo Electrónico. Si está inscrito en GPS, no intentará alterar o retirar la unidad de GPS por ninguna razón. Si usted está inscrito en Reporte Telefónico o SmartLINK, hará las llamadas telefónicas o check-ins de la manera requerida e inmediatamente informará cualquier cambio del número telefónico que usted presentó para estas llamadas o check-ins. Usted cumplirá un horario semanal y notificará a su Especialista de Caso cualquier cambio con un mínimo de 24 horas de antelación. Usted entiende que las Visitas a Domicilio se podrán realizar en momentos en los que su horario indica que usted está en su casa. También debe cumplir con todas las reglas del programa además de cualquier requisito adicional que figure en su Orden de Fianza de ERO u Orden de Supervisión.

Plan de traducción

Idiomas que habla: Español
Habla inglés con fluidez: Se requiere intérprete



Contactos personales

Nombre: [REDACTED]
Relación: [REDACTED]
DIRECCIÓN:
Teléfono: [REDACTED]
Vive con el participante: True
Última verificación el:

Nombre: [REDACTED]
Relación: [REDACTED]
DIRECCIÓN:
Teléfono: [REDACTED]
Vive con el participante: False
Última verificación el:

Nombre: [REDACTED]
Relación: [REDACTED]
DIRECCIÓN:
Teléfono: [REDACTED]
Vive con el participante: False
Última verificación el:

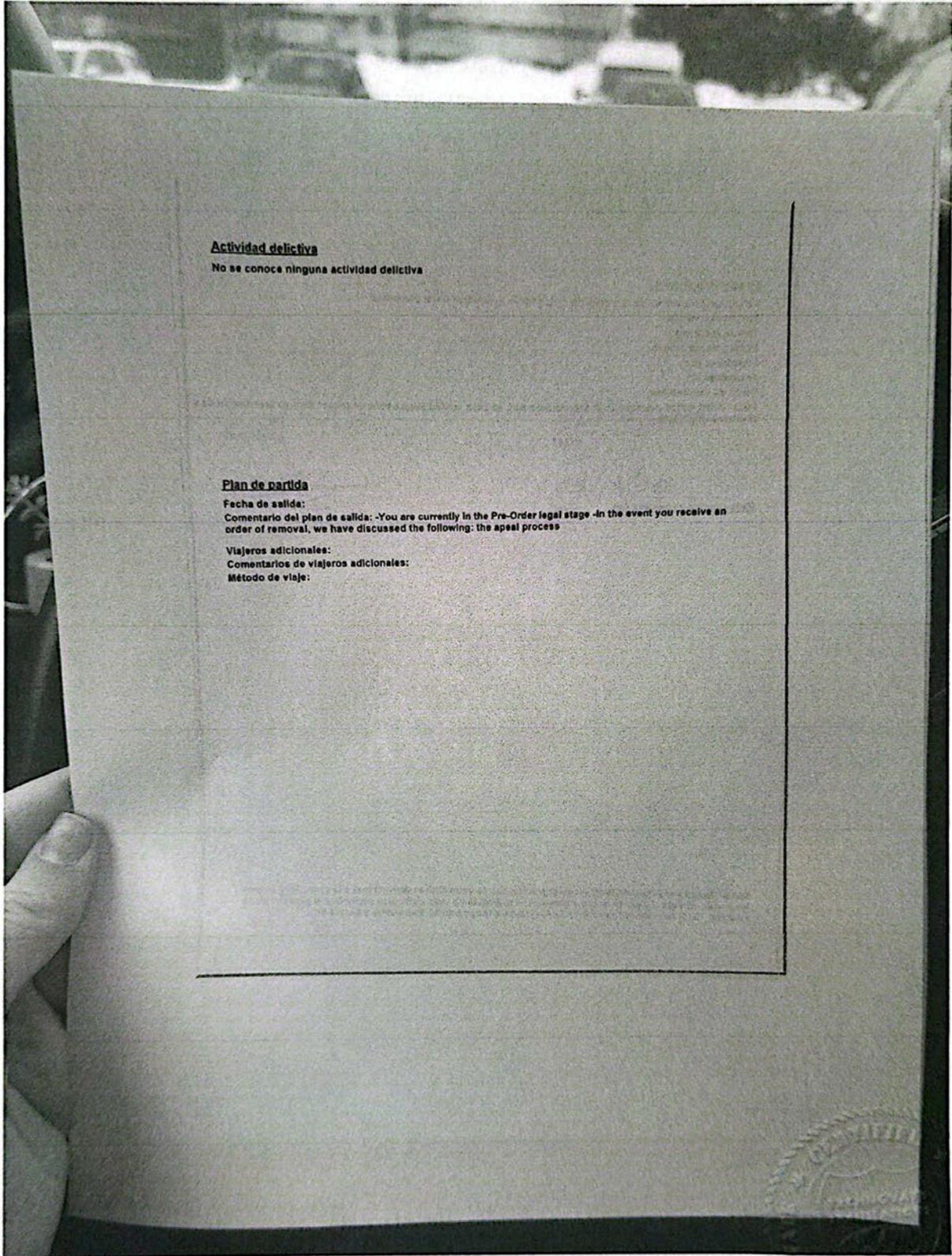
Nombre: Lindsay Rosenbaum
Relación: Abogado
DIRECCIÓN:
Teléfono: [REDACTED]
Vive con el participante: False
Última verificación el:

Plan legal

Plan: - Actualmente se encuentra en la etapa legal previa a la orden judicial. - Asistirá a su audiencia judicial según lo programado e informará los resultados a ISAP inmediatamente después. - Informará a ISAP si hay algún cambio en su representación legal o estatus. - Si alguna vez necesita referencias legales, puede obtener una lista en la oficina de ISAP. - Notificará a ISAP de inmediato o lo antes posible al tener contacto con las autoridades por cualquier motivo. - Revisará el sistema judicial automatizado junto con su especialista en casos en cada visita a la oficina para verificar futuras audiencias judiciales. La audiencia preliminar será el 14 de diciembre de 2028 a la 1:30 p. m. Jueza Smith, Natalia. Dirección del tribunal: 150 APOLLO DRIVE, SUITE 100 CHELMSFORD, MA 01824

Nombre del abogado: Lindsay Rosenbaum
Dirección del abogado:
Teléfono del abogado: [REDACTED]





Documento de Viale

Estado del documento: Se le indicó que traiga TD en la próxima visita presencial

País de expedición:

Tipo de documento:

Número de documento:

Presentado por:

Presentado el:

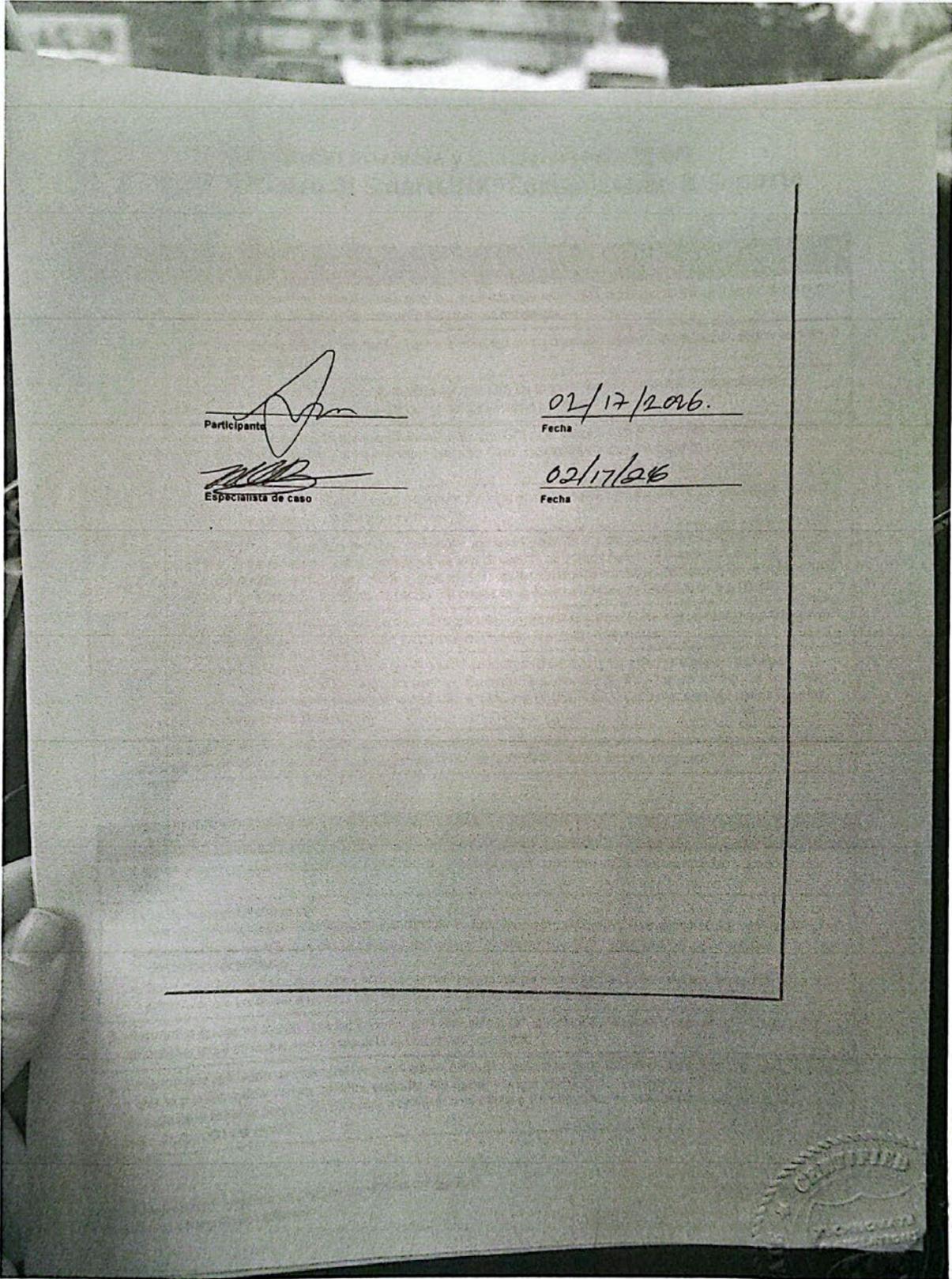
Fecha de vencimiento:

Plan: -Usted indicó que tiene su pasaporte pero está en casa. -Usted acepta traer su pasaporte a su próxima visita a la oficina el 3/3/2026.

Referencias comunitarias

Notas: -Usted y el especialista en casos acordaron que no se necesitan derivaciones a la comunidad en este momento. -El especialista en casos continuará evaluándolo en cada visita para determinar si necesita algún servicio. -Se le ha informado sobre las derivaciones a la comunidad disponibles y acepta avl...





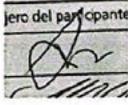
Intensive Supervision Appearance Program (ISAP) GPS Agreement with BI SmartLINK® Communication & Support

GPS AGREEMENT
1. While I am enrolled in the Electronic Monitoring Program, I agree to wear a non-removable ankle monitor that will be installed by my Case Specialist and, if necessary, to have the Beacon device installed in my residence.
2. I acknowledge that it is my responsibility to maintain electrical service in my residence for the duration of my enrollment in the Electronic Monitoring Program.
3. I agree to keep the GPS tracking device charged at all times. I understand and agree to the care and maintenance requirements of the GPS tracking device.
4. I agree not to remove or tamper with the GPS tracking device or the Beacon, except as necessary in the event of an emergency or with the prior approval of my Case Specialist. This includes all BI equipment and accessories.
5. I agree to allow authorized personnel to inspect and perform maintenance on the GPS tracking device and the Beacon during office visits and at my residence.
6. I understand that I must strictly comply with my approved schedule and that it may be necessary to establish a specific curfew. I also understand that all requests for schedule changes must be made at least 24 hours in advance by contacting the ISAP office. SmartLINK calls and messages will be responded to during office hours only. Office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m.
7. In the event of a medical emergency that affects my electronic monitoring system, I agree to immediately contact the ISAP office and provide details of the emergency.
8. I understand that damaging or attempting to damage the GPS ankle monitor or any of its associated equipment (including, but not limited to, the charging station, batteries, power cords, etc.) may result in my arrest, detention, and prosecution pursuant to 18 U.S.C. § 1361 and/or 18 U.S.C. § 641, each punishable by a fine, up to ten years of imprisonment, or both.
9. I agree to remain within the area designated by ICE, and I agree to request permission to leave this area. I will contact my ISAP Case Specialist if I have any questions.

SMARTLINK COMMUNICATION AND SUPPORT AGREEMENT
1. I agree that I will install the SmartLINK application only on a mobile device that I own and that is used for this program.
2. I agree that I must: a. Keep my mobile device charged and powered on at all times during which I may receive a notification. b. Ensure that my mobile device is set to "Accept Push Notifications" for SmartLINK events, scheduled appointments, or activities. c. Maintain cellular data coverage or be connected to a Wi-Fi hotspot with Internet access. If I do not have coverage, I will move to an area with coverage as soon as possible.
3. I acknowledge that it is my responsibility to immediately inform my Case Specialist if I replace, lose, or damage the mobile device on which the SmartLINK application is installed.
4. I understand that the SmartLINK application requires either cellular data or Wi-Fi coverage to function properly and that standard data charges may apply. I agree to keep my cellular data and/or Wi-Fi accounts in good standing to avoid service interruption and to immediately notify my officer or Case Administrator in the event of a service disruption.

**Intensive Supervision Appearance Program (ISAP)
GPS Agreement with BI SmartLINK® Communication & Support**

SMARTLINK COMMUNICATION AND SUPPORT AGREEMENT
5. I agree not to disable the operating system of my mobile device by any means.
6. I agree to keep my mobile device's operating system updated to the most recent version, unless my Case Specialist instructs me otherwise.
7. I agree to immediately inform my officer or Case Administrator in case of any changes in my email address.
8. I agree not to operate a motor vehicle or use machinery while using the SmartLINK application.

ACKNOWLEDGMENT OF REVIEW	
By signing below, I acknowledge that I have received a copy of the rules and the approved schedule and that they have been explained to me. I further acknowledge that translation services were available upon request. I understand that I must comply with these rules until I have completed the Electronic Monitoring Program or until my Case Specialist notifies me otherwise. I also understand that any violation of these rules will constitute a non-compliance violation that may result in my return to ICE custody.	
Participant's Name ZAPATA RIVERA, CARLOS	
Participant's Alien Registration Number [REDACTED]	
Participant's Signature 	Date
Case Specialist's Signature 	Date (02/17/26)



Intensive Supervision Appearance Program (ISAP) Program Rules Agreement

AGREEMENT

Today, 2/17/2026, this agreement is entered into by mutual consent between ZAPATA RIVERA, CARLOS and BI Incorporated. This agreement defines the mutual responsibilities of each party in ISAP. Participant, your signature below implies that you understand and agree to all of the following ISAP supervision requirements and rules. Failure to comply with these rules may result in ICE modifying your conditions of release, which may include increased case management, enhanced technology monitoring, or detention.

PARTICIPANT RIGHTS

1. The right to expect that your lifestyle, religious preferences, values, heritage, and cultural practices are respected regardless of race, color, religion, national origin, age, sex, economic status, political affiliation, sexual orientation, or physical disability.
2. The right to be treated with respect regarding personal matters and to have sensitive concern shown when such matters are shared with other staff members and with U.S. Immigration and Customs Enforcement (ICE).
3. The right to confidentiality, except for information requested by ICE or that you have authorized ISAP to disclose.
4. The right to seek and receive medical care and treatment outside of your geographic area. If you require emergency care and cannot wait to inform your Case Specialist, you must provide confirmation from your medical provider upon your return.

PARTICIPANT RESPONSIBILITIES

1. Comply with all ICE requirements, court orders, and conditions of release.
2. Comply with all ISAP requirements set forth in the ISAP Participant Handbook.
3. If required to participate in Electronic Monitoring (EM), comply with the rules and regulations as set forth in the EM Participant Agreement forms.
4. Do not use illegal drugs of any kind or engage in excessive alcohol consumption while participating in ISAP.
5. Do not possess weapons, including but not limited to, rifles, shotguns, handguns, or any knife or blade, etc.
6. Follow all laws of the United States and do not commit any criminal acts. Report any contact with law enforcement to your Case Specialist within 24 hours.
7. Cooperate with ISAP staff and answer all questions accurately and thoroughly.
8. Provide or authorize the release of any information requested by ISAP staff.
9. If authorized to work under U.S. immigration law, provide all employment information to your Case Specialist.
10. Comply with your weekly schedule and/or the schedule conditions imposed by ICE. You may be required at any time while enrolled in ISAP to verify your location on a 24/7 basis.
11. Inform your Case Specialist of any potential change to your living arrangements, including a change of address, telephone number, or living arrangements of minor dependents. (Changing your address and/or telephone number requires ICE approval).
12. Respect and acknowledge the confidentiality interests of all other ISAP Participants by not sharing any information about other Participants with anyone.
13. Comply with all required and scheduled appointments at ISAP offices and as directed by ICE.
14. Arrive on time for all court, ICE, and ISAP appointments.

Intensive Supervision Appearance Program (ISAP) Program Rules Agreement

PARTICIPANT RESPONSIBILITIES

15. Allow authorized personnel to enter your home for all unannounced home visits.
16. Carry your ISAP identification with you at all times. You may be charged a fee if you lose your card.
17. Refrain from smoking while in any of ISAP facilities.

CONTROL FACILITIES POLICIES

1. Office Hours: The monitoring office hours are Monday through Friday from 8:00 AM to 5:00 PM. Special hours for holidays will be posted in advance.
2. The use or display of inappropriate paraphernalia or clothing is prohibited while on ISAP premises.
3. While on ISAP premises, the Participant's possessions or vehicles are subject to inspection.
4. Weapons of any kind are not allowed in the ISAP building. If weapons are brought into the building, ICE will be notified, a written incident report will be filed, and if deemed necessary, the Participant will be removed from the program and returned to ICE custody.
5. The Participant must not engage in any fighting or exhibit aggressive behavior toward any staff, family member, or any other person present in the ISAP office.
6. BI ISAP Office:
7. ICE Office:

PROCEDURE FOR FILING COMPLAINTS

Participants who are dissatisfied with any part of the program, supervision plan, or program sanctions have the option to file a complaint. The complaint will be submitted to the ISAP Program Director, who will discuss and, if possible, resolve the complaint within three business days. If the complaint is not resolved, or if you do not feel comfortable submitting a complaint to the ISAP Program Director, you may notify ICE.

PROGRAM MATERIALS

I acknowledge that I have received the following resources to make my time in ISAP productive and successful: lists of local community resource services, lists of local free legal service providers, and an ISAP Participant Handbook. *Know Your Rights* is available to all ISAP Participants online at <https://youtu.be/-bdLbk6n2b8>.

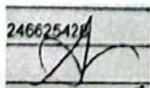
ACKNOWLEDGMENT OF REVIEW

I give my consent to participate in ISAP and agree to the above terms. I attended a comprehensive orientation on 2/17/2026. I have read and understand all of the above conditions and the referenced documents, including the ISAP Participant Handbook, and I agree to work toward fulfilling the objectives of this agreement. I understand and agree that if circumstances change, I may request a review of this agreement. I will make all reasonable efforts to achieve my established objectives, and I understand that failure to do so may result in the termination of my participation in ISAP and I may be returned to ICE custody.

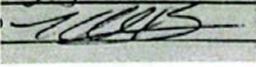
Participant's Name: ZAPATA RIVERA, CARLOS

Participant's Alien Registration Number: [REDACTED]

Participant's Signature x

246625428


Date 02/17/2026

Case Specialist's Signature		Date 02/17/2026
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Intensive Supervision Appearance Program (ISAP) Court Appearance Agreement

CONSENT

I, ZAPATA RIVERA, CARLOS, Alien Registration Number [REDACTED], will attend my hearing on December 14, 2028, at 1:30 p.m., as scheduled by the Immigration Court.

I agree to report to the ISAP office immediately after my hearing and to provide:

1. Proof of attendance
2. A report on the outcome of my hearing

TRANSPORTATION PLAN

150 APOLLO DRIVE, SUITE 100
CHELMSFORD, MA 01824

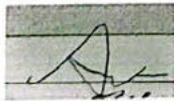
personal car

ALTERNATIVE TRANSPORTATION PLAN

personal contact

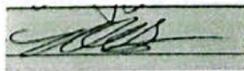
SIGNATURES

Participant's Signature

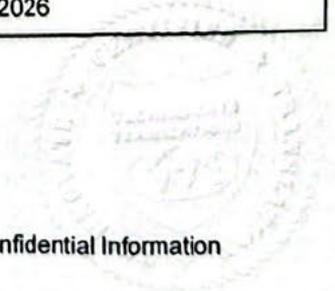


Date 02/17/2026

Case Specialist's Signature



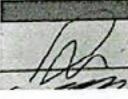
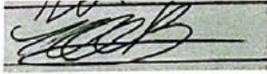
Date 02/17/2026



Intensive Supervision Appearance Program (ISAP) Acknowledgment of Office and Building Rules

REQUIRED INFORMATION
Name: ZAPATA RIVERA, CARLOS
Alien Registration Number [REDACTED]
Case Specialist: case load one
ISAP Office: Framingham

RULES
1. NO RECORDING DEVICES ALLOWED: The use of recording devices is prohibited inside the building/lobby/office.
2. Loitering in the ISAP building or on ISAP property is prohibited.
3. Smoking or vaping is prohibited on ISAP premises or inside ISAP facilities.
4. Additional guests are not permitted unless requested or necessary for assistance purposes.
5. You are required to provide information about any accompanying persons as requested by ISAP staff.
6. Be aware that the building/property is continuously monitored.
7. Be advised that criminal acts on ISAP building/property may result in legal action, including but not limited to graffiti, littering, loitering, public intoxication, or consuming alcohol on the premises.
8. Weapons, drugs, or drug paraphernalia are not allowed in any ISAP facility.
9. All accompanying persons must remain seated in the ISAP waiting area or a designated area while on our premises.

SIGNATURES	
Participant's Signature 	Date 2/17/2026
Case Specialist's Signature 	Date 2/17/2026



Individual Service Plan

Report Date: 02/17/2026
Created By: Caseload *One
ISAP Office: BI ISAP Framingham
Registration Date: 2/24/2023
Participant's Name: CARLOS ZAPATA RIVERA
Alien Registration Number: [REDACTED]
Assigned Case Specialist: Caseload *One

Personal Information

Main Address: [REDACTED]
Personal Phone: [REDACTED]
Mobile Phone: [REDACTED]

Supervision Plan

Legal Stage: Pre-order
Service Plan: ISAP Case management, ISAP Court Follow-up, Office visits every 12 weeks

Technology: BI LOC8 XT for ISAP

Reporting Frequency: In-person beginning 03/03/2026 with no end date; Occurs every 12 weeks on Tuesdays at 09:00

You are required to report to the ISAP Office according to the schedule mentioned above unless you obtain consent from your ISAP Case Specialist. If you are enrolled in Electronic Monitoring, you will comply with the rules and expectations of Electronic Monitoring. If you are enrolled in GPS, you will not attempt to tamper with or remove the GPS unit for any reason. If you are enrolled in Telephone Reporting or SmartLINK, you will make the required phone calls or check-ins and immediately report any changes to the phone number you provided for these calls or check-ins. You will follow a weekly schedule and notify your Case Specialist of any changes at least 24 hours in advance. You understand that Home Visits may occur at times when your schedule indicates you are at home. You must also comply with all program rules in addition to any requirements listed in your ERO Bond Order or Supervision Order.

Translation Plan

Spoken Languages: Spanish
Speaks fluent English: No (Interpreter required)



Personal Contacts

Name: [REDACTED]
Relationship: [REDACTED]
ADDRESS: [REDACTED]
Phone: [REDACTED]
Lives with participant: True
Last verified on:

Name: [REDACTED]
Relationship: [REDACTED]
ADDRESS: [REDACTED]
Phone: [REDACTED]
Lives with participant: False
Last verified on:

Name: [REDACTED]
Relationship: [REDACTED]
ADDRESS: [REDACTED]
Phone: [REDACTED]
Lives with participant: False
Last verified on:

Name: Lindsay Rosenbaum
Relationship: Attorney
ADDRESS: [REDACTED]
Phone: [REDACTED]
Lives with participant: False
Last verified on:

Legal Plan

Plan: - You are currently in the pre-order legal stage. - You will attend your court hearing as scheduled and report the results to ISAP immediately afterward. - You will inform ISAP of any changes to your legal representation or status. - If you ever need legal referrals, you may obtain a list at the ISAP office. - You will notify ISAP immediately, or as soon as possible, if you have contact with authorities for any reason. - You will review the automated court system with your Case Specialist at each office visit to verify future court hearings. Preliminary hearing: December 14, 2028, at 1:30 p.m. Judge: Smith, Natalie. Court Address: 150 APOLLO DRIVE, SUITE 100 CHELMSFORD, MA 01824

Attorney's Name: Lindsay Rosenbaum
Attorney's Address:
Attorney's Phone: [REDACTED]

Criminal Activity

No known criminal activity

Release Plan

Release Date:
Release Plan Comment: -You are currently in the Pre-Order legal stage - In the event you receive an order of removal, we have discussed the following: the appeal process
Additional Travelers:
Travel Method:



Travel Document

Document Status: You were instructed to bring the TD to your next in-person visit

Country of Issue:

Document Type:

Document number:

Submitted by:

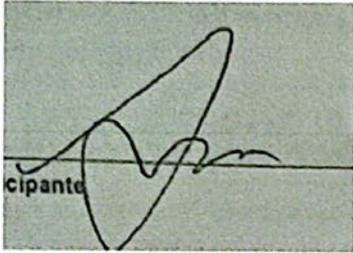
Submitted on:

Expiration Date:

Plan: - You indicated that you have your passport but it is at home. - You agree to bring your passport to your next Office visit on 3/3/2026.

Community Referrals

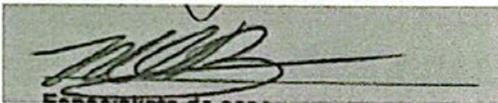
Notes: - You and the Case Specialist have agreed that no community referrals are needed at this time. - You have been informed about the available community referrals and agree to ... (Truncated in the original).



Handwritten signature of a participant over a horizontal line. The word "Participant" is partially visible on the left side of the line.

Participant

02/17/2026
Date



Handwritten signature of a case specialist over a horizontal line.

Case Specialist

02/17/2026
Date



EXHIBIT G

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

CARLOS SEBASTIAN ZAPATA RIVERA,)
)
 Petitioner,)
)
 v.)
)
 DAVID WESLING, Acting Field Office Director,)
 TODD LYONS, Acting Director U.S.)
 Immigrations and Customs Enforcement,)
 and KRISTI NOEM, U.S. Secretary)
 of Homeland Security,)
)
 Respondents.)
)

Case No. _____

AFFIDAVIT OF ANNELISE ARAUJO, ESQ.

I, Annelise M. Jatoba de Araujo do hereby swear and affirm:

1. The following statements are based on my personal observation or knowledge.
2. I am a member in good standing of the Massachusetts bar and am counsel for Mr. Carlos Sebastian Zapata Rivera in his removal proceedings before the Chelmsford Immigration Executive Office of Immigration Review. I have been practicing routinely in the Immigration Court since 2007, and have represented thousands of clients in their immigration proceedings.
3. In the course of my representation of Mr. Zapata Rivera, I have collected and reviewed documents and other information relating to his immigration case.
4. It is my understanding that, when Mr. Zapata Rivera was released from Border Patrol custody in 2023, he was also ordered to appear for an in-person “check-in” with immigration authorities when he arrived in Massachusetts. Carlos appeared for the check-in in Massachusetts as ordered in or around February 2023. From in or around February 2023 through the end of

November 2025 (a period of roughly two and half years), the immigration authorities never asked Carlos to appear for another check-in.

5. On December 10, 2025, Mr. Zapata Rivera received a letter in the mail to present himself to ICE in Burlington, Massachusetts on December 18, 2025. On December 18 I went to the ICE office in Burlington, Massachusetts with Mr. Zapata Rivera.

6. When we arrived, I presented the letter Mr. Zapata Rivera to the ICE officer at the window. After about 30 minutes the window officer informed me that ICE intended to place a GPS monitor on Mr. Zapata Rivera. In response, I asked to see a supervisor.

7. Approximately 10 minutes later a supervisor called me into an office. My associate Lindsay Rosenbaum was also present during this meeting.

8. I asked the supervisor why ICE was placing a GPS on Mr. Zapata Rivera given he had not been supervised or asked to present himself since February 2023.

9. In response the supervisor informed me that Mr. Zapata Rivera may have violated the terms of release, but that ICE did not have his file at the Burlington office and therefore they were not sure that he did violate the terms of release or how he violated them because they did not have the terms of release.

10. I challenged ICE placing Mr. Zapata Rivera on a GPS given they had no actual knowledge of any violation, stated that he had complied with ICE's request to appear in person, and asked that he be given a date to come back.

11. The supervisor then said he would "run my request up the chain." We waited at the waiting area for another 10 minutes.

12. When I spoke to the supervisor again, he informed me that Mr. Zapata Rivera would be required to present himself once a week until the Burlington ICE office received his physical file and that then he would be arrested if ICE determined he had violated the terms of his release.

13. Mr. Zapata Rivera was given another date of December 26, 2025 to present himself again. In my 18 plus years of practice this was the first time I have seen this frequent schedule of check-ins be required. ICE demanding check-ins once per week is not a common.

14. Over the course of my career, I have been told multiple times by both ISAP and ICE officers that ICE makes the determination of who will be placed on GPS monitoring or other monitoring conditions. I have never heard an ICE officer say that the conditions of a person's terms of release were up to ISAP.

15. I have visited the Burlington ICE Office hundreds of times in my professional capacity. In my experience, every time that I have asked to speak to a supervisor at the Burlington ICE Office, I have been able to do so. Before Lindsay Rosenbaum shared with me her experience during Mr. Zapata Rivera's February 11, 2026, check-in at the Burlington ICE Office, I had never heard of a supervisor refusing to speak to counsel upon request at the Burlington ICE Office.

16. Over the course of my career, I have had hundreds of clients placed on GPS monitoring. I am not aware of any instance in which one of my clients was asked to provide their social media usernames at the same time that they were placed on a GPS monitor.

17. Over the course of the last year, all of my clients who were placed on geographic restrictions were provided a visual representation of those restrictions, either in writing or with a map.

18. Over the course of the last year, I have had hundreds of clients in removal proceedings, and the vast majority have not been subject to any GPS monitoring or any ISAP

monitoring whatsoever. It is highly unusual for a person to have no check-ins with an ICE office for a period of two and a half years, and then be placed on GPS in the absence of an intervening criminal charge. Except for Mr. Zapata Rivera, I cannot think of a single instance where one of my clients had their conditions increased unless they failed to comply with a specific term of their release, they received a final removal order, or they had an intervening criminal charge.

Signed under the pains and penalties of perjury, this 18th day of February, 2026,

A handwritten signature in cursive script, reading "Annelise M.J. de Araujo", is written over a horizontal line.

Annelise M.J. de Araujo, Esq.

EXHIBIT H

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

CARLOS SEBASTIAN ZAPATA RIVERA,
Petitioner,

v.

DAVID WESLING, Acting Field Office Director,
TODD LYONS, Acting Director U.S.
Immigrations and Customs Enforcement,
and KRISTI NOEM, U.S. Secretary
of Homeland Security,
Respondents.

Civil Action No.

AFFIDAVIT OF LINDSAY ROSENBAUM, ESQ.

I, Lindsay Marie Rosenbaum do hereby swear and affirm:

1. The following statements are based on my personal observation or knowledge.
2. I am a member in good standing of the Massachusetts Bar and am counsel for Mr. Carlos Sebastian Zapata Rivera. I have been practicing routinely in the Immigration Court since 2021.
3. I appeared at the Boston Field Office for U.S. Immigration and Customs Enforcement (“ICE”) in Burlington, Massachusetts (“Burlington ICE Office”) for Mr. Zapata Rivera’s check-ins on December 18, 2025; December 26, 2025; January 7, 2026; and February 11, 2026. I appeared at Mr. Zapata Rivera’s Intensive Supervision Appearance Program (“ISAP”) appointment in Framingham, Massachusetts on February 17, 2026.
4. On December 18, 2025, I went to the Burlington ICE Office with Attorney Annelise Araujo and Mr. Zapata Rivera. When we arrived, Attorney Araujo presented the letter to the ICE officer at the window. Approximately 30 minutes later, the window officer informed us that ICE

intended to place a GPS monitor on Mr. Zapata Rivera. Attorney Araujo asked the purpose and requested to speak to a supervisor.

5. The supervisor allowed myself and Attorney Araujo into a back room and stated that Mr. Zapata Rivera may have violated the terms of his release. He then explained that since ICE did not have Mr. Zapata Rivera's file at the office, he was not sure which conditions could have been violated. Attorney Araujo responded that because ICE was not aware of the conditions of release, the agent could not be aware of how the conditions could have been violated.

6. Because Mr. Zapata Rivera had complied with ICE's request to appear in person, we requested a date to come back. The supervisor then said he would "run [Attorney Araujo's] request up the chain." We waited at the waiting area for another 10 minutes. When we spoke to the supervisor again, he informed us that Mr. Zapata Rivera would be required to present himself once a week until the Burlington ICE Office received his physical file and that Mr. Zapata Rivera would be arrested if ICE determined he had violated the terms of his release.

7. On December 26, 2025, I arrived at the Burlington ICE Office at approximately 8:45am and met Mr. Zapata Rivera. An officer asked Mr. Zapata Rivera to fill in the report worksheet, which asked him to list his name, A-number, address, and contact information. I handed the paper to the officer at the window, who asked to see Mr. Zapata Rivera. He came to the window, then we were told to wait. Approximately 10 minutes later, an officer came out and handed Mr. Zapata Rivera a print out with a new check-in date. He told Mr. Zapata Rivera to return on January 7, 2025.

8. I asked the officer to confirm this meant that ICE had not yet received his file, and the officer confirmed that this was correct, and repeated that Mr. Zapata Rivera needed to present himself on January 7, 2025.

9. I appeared at the Burlington ICE Office with Mr. Zapata Rivera for his January 7, 2026 check-in. An officer instructed Mr. Zapata Rivera to use the Compliance Assistance Reporting Terminal, or “CART” Terminal, to check in, which took his picture and required him to confirm biographical data and provide biometrics. Afterwards, Mr. Zapata Rivera was told to wait in the office for next steps, and was eventually emailed with his next check-in date of February 11, 2026 between 12pm and 2pm.

10. On February 11, 2026, I appeared at the Burlington ICE Office for Mr. Zapata Rivera’s check-in at 12pm. We completed the report worksheet and I brought it to the window. I was told to take a seat and wait.

11. Approximately 45 minutes later, Officer De Souza came to speak with me. He provided me a paper with the address for the BI Incorporated (“BI”) office in Burlington, Massachusetts. BI is a private contractor for ICE that administers the Alternatives to Detention program called Intensive Supervision and Monitoring Program (“ISAP”). To the best of my knowledge, BI is responsible for affixing GPS monitors and other means of monitoring noncitizens. Based on my experience, BI is not responsible for determining who is affixed with GPS monitors, or for determining the conditions of GPS monitoring or any other means of monitoring noncitizens.

12. I asked Officer De Souza if this meant that Mr. Zapata Rivera would be placed on a GPS monitor, and he responded that it was up to BI to determine how to proceed. When I explained that we made an agreement with the supervisor at the first check-in on December 18, 2025, specifically to avoid the use of GPS monitoring, he said there were no notes about that. He asked the name of the supervisor, but I did not have it.

13. Officer De Souza stated that it made no sense to appear for a regular check-in when Mr. Zapata Rivera could just be on a GPS monitor and that we need not “waste everyone’s time” coming to the office. He explained that since his case was pushed out to 2028, he just needed to be monitored by BI.

14. I explained to Officer De Souza that there was no need for any monitoring whatsoever, given that Mr. Zapata Rivera has not violated any of the terms of his release. I asked to speak with a supervisor. Officer De Souza refused my request.

15. I tried to confirm what BI would do to monitor Mr. Zapata Rivera, but the officer repeated he didn’t know because BI would make that determination. I asked whose decision it was to send Mr. Zapata Rivera to BI, and he said that it was his. When I again asked to speak to a supervisor, Officer De Souza told me that the decision “came from above his supervisor” so there was nothing the supervisor could do. Officer De Souza told me that if I did not send my client to BI, the alternative was “actual custody,” which I understood to mean that Mr. Zapata Rivera would be arrested if he did not go to BI. I asked for a moment to speak with my client so I could explain the situation, and Officer De Souza walked away.

16. Before we left, I tried once more to request a supervisor, explaining that the instructions we had received were unclear in light of past instructions that Mr. Zapata Rivera had received at the Burlington ICE Office. Officer De Souza insisted that he was clear, but told me he would pass along the message to his supervisor. Finally, about an hour after we first spoke, Officer De Souza returned and told me that the decision was made and that the supervisor refused to speak with me.

17. I went with Mr. Zapata Rivera to the BI office in Burlington as instructed, where we were told that he was subject to the Framingham BI office because he lived in Fitchburg, MA.

We were initially told to report to the Framingham office on February 12, 2026 (the following day), but we were able to reschedule to February 17, 2026.

18. On February 17, 2026, I appeared at the BI office in Framingham, MA with Mr. Zapata Rivera. At the window, he was told to fill out a worksheet which asked him to provide details about himself including his social media usernames, address, phone number, marital status, employment information, biometrics data, and education completion. He was also asked to provide emergency contact information, so I listed mine.

19. Mr. Zapata Rivera has never been asked to provide his social media usernames during any of his check-ins at the Burlington ICE Office. In the past three years, I have had several clients subject to GPS monitoring, and none of them have been instructed to provide information about their social media accounts when their GPS has been affixed. The worksheet did not explain why the government was requesting Mr. Zapata Rivera's social media usernames, how the government would use Mr. Zapata Rivera's social media usernames, or for how long these usernames would be retained or used, and no officer provided this information either.

20. When we handed the completed worksheet back to the person at the window, she reviewed it and told me that I could not serve as Mr. Zapata Rivera's emergency contact. She instructed him to fill out the names of three people who could serve as his emergency contact. She stated that anybody but me could do so. When the worksheet was completed, we were instructed to wait.

21. Just after 10:30am, a Spanish-speaking case specialist called for Mr. Zapata Rivera and brought us to his office. Once he confirmed some biographical information, he informed Mr. Zapata Rivera that he would be placing a GPS ankle monitor on him. I asked to speak to the supervisor and a supervisor came into the office. I asked the supervisor why they were placing Mr.

Zapata Rivera on a GPS ankle monitor. She explained that absolutely everybody in removal proceedings needed to be on a GPS per the order of this Administration. This has not been my experience and I thought this was strange. I have had dozens of clients who have been in removal proceedings over the course of the last year, and the vast majority have not been subject to any GPS monitoring or any ISAP monitoring whatsoever. The case specialist did not say that Mr. Zapata Rivera had violated any conditions of his release, and provided no information or justification specific to Mr. Zapata Rivera as to why he was being placed on GPS monitoring.

22. I asked the case specialist where the GPS order came from and she told me that it was from ICE. I asked if she had the name of the officer or the justification for the order, and she told me to “go to 1000 District Ave.” to ask. That address—1000 District Ave—is the address for the Burlington ICE Office.

23. I explained to the case specialist that Mr. Zapata Rivera had been complying with all of his check-ins with ICE and there had been an agreement to avoid GPS monitoring. I asked if there were any less restrictive options, but she told me that she was just following ICE’s orders.

24. Mr. Zapata Rivera wears tall boots for work and when I asked how the ankle monitor would fit with his boots, the case specialist explained that they could make the monitor fit loosely so he could wear the monitor above his boots.

25. While the case specialist was affixing the GPS, Mr. Zapata Rivera asked where he could and could not travel. The case specialist said he could travel to Rhode Island and Connecticut, but he was not sure about the rest of New England as he was not familiar with the travel restrictions generally imposed. Mr. Zapata Rivera asked if he could go to New York as he has family there, but the case specialist said no. I asked if there were any other states that were allowed and he explained he did not know because he was at this office on assignment from another

office. I asked whether these travel restrictions would be contained in the paperwork, and the case specialist said that they would be.

26. I asked how long Carlos would be required to wear the GPS, but the case specialist did not provide an answer, stating that he did not know because every case was different. I asked if there were any notes about what Mr. Zapata Rivera would need to do to have the GPS removed, but the case specialist said he did not have access to any information.

27. The case specialist instructed Mr. Zapata Rivera to appear again at the ISAP Office in Framingham on March 3, 2026. When I asked why, he responded, “To ask him questions, that’s it.” After that, the case specialist said that Mr. Zapata Rivera would need to appear at the office every three months. The paperwork says there is no end date to these “face to face” appearances at the ISAP Office.

28. The case specialist did not explain how the data from the ankle monitor will be used, with whom it will be shared, or for how long it will be stored.

29. Before I left, I was provided a copy of the paperwork of Mr. Zapata Rivera’s written conditions in Spanish. I asked the case specialist to provide the paperwork in English. The case specialist refused, saying that he did not have access.

30. In my initial review of the paperwork, I did not see anything about the geographic restrictions. As a result, as we walked out of the case specialist’s office, I asked about the geographic restrictions again. The supervisor overheard me and said Mr. Zapata Rivera is permitted to travel in Massachusetts, Rhode Island, Connecticut, and New Hampshire. She further explained that if he needed to travel elsewhere, he could submit a request at least three business days in advance for consideration. She did not explain what type of requests would be granted permission.

31. No geographic restrictions are provided in the list of written conditions provided to Mr. Zapata Rivera. It is unclear whether any information about travel restrictions would have been raised with Mr. Zapata Rivera had he and I not affirmatively raised this issue.

32. The paperwork provided to Mr. Zapata Rivera specifies that Mr. Zapata Rivera is subject to home visits. The case specialist did not raise this condition during the visit, and I noticed it only after I reviewed the documents once we left. The paperwork does not provide any details regarding this condition. In the last two years, I can only think of one other client of mine who has been subject to a home visit condition.

33. The paperwork provided to Mr. Zapata Rivera also states that Mr. Zapata Rivera needs to comply with the weekly schedule and needs to notify the case specialist of any changes to the weekly schedule with twenty-four hours notice. The case specialist did not raise this condition during the visit—to the contrary, when I affirmatively asked the case specialist if there were any regular weekly requirements, he responded no—and I noticed it only after I reviewed the documents once we left. The paperwork does not describe what weekly schedule Mr. Zapata Rivera needs to comply with, or how he can do so.

Signed under the pains and penalties of perjury, this 17th day of February 2026,



Lindsay Marie Rosenbaum, Esq.