



**U.S. Citizenship  
and Immigration  
Services**

**Non-Precedent Decision of the  
Administrative Appeals Office**

MATTER OF W-C-B-

DATE: JUNE 22, 2018

APPEAL OF U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT HOUSTON, TEXAS  
FIELD OFFICE DECISION

FORM: ICE FORM I-352, IMMIGRATION BOND

The Obligor, an individual, seeks to reinstate a delivery bond. Immigration and Nationality Act section 103, 8 U.S.C. § 1103. An obligor posts an immigration bond as security for a foreign national's compliance with bond conditions, and U.S. Immigration and Customs Enforcement (ICE) may issue a bond breach notice upon a substantial violation of these conditions.

The Director of the ICE Houston, Texas, Field Office declared the bond breached, concluding that the Obligor substantially violated the terms of the delivery bond by failing to deliver the Foreign National to the ICE Houston, Texas, Field Office upon request.

On appeal, the Obligor submits additional evidence and asserts that he did not substantially violate the delivery bond's conditions because he attempted to deliver the Foreign National to the ICE San Antonio, Texas, Field Office on the requested delivery date.

Upon *de novo* review, we will dismiss the appeal.

**I. LAW**

A delivery bond is a contract between an obligor and the Department of Homeland Security (DHS). In exchange for a foreign national's temporary release from ICE custody, an obligor posts a delivery bond as security for the foreign national's return before an Immigration Judge or immigration officer upon each written request until the foreign national is removed from or departs the United States, or until the termination of the foreign national's exclusion or removal proceedings. An obligor's substantial performance of a bond's conditions cancels the bond and releases the obligor from liability. 8 C.F.R. § 103.6(c)(3). In contrast, an obligor's substantial violation of a bond's conditions creates a claim in favor of the United States on the bond amount. 8 C.F.R. § 103.6(e).

Whether a violation of a delivery bond's conditions is substantial depends on circumstances including:

1. The number of days the foreign national remained in the United States before either returning to ICE custody on a requested appearance date or departing the United States;

2. Whether the foreign national intentionally did not either return to ICE custody upon request or depart the United States;
3. Whether the foreign national's overstay in the United States was in good faith; and
4. Whether the foreign national attempted to comply with ICE's notice to appear.

See *Matter of Kubacki*, 18 I&N Dec. 43, 44 (Reg'l Comm'r 1981) (citing *Int'l Fidelity Ins. Co. v. Crosland*, 490 F. Supp. 446 (S.D.N.Y. 1980)).

## II. ANALYSIS

The Obligor does not contest that he received the ICE Form I-340, Notice to Obligor to Deliver Alien, requesting the Obligor to deliver the Foreign National to the ICE Houston, Texas, Field Office on [REDACTED], 2018. The Obligor asserts that the Foreign National informed ICE in 2015 that his address would be in [REDACTED] Texas, not in [REDACTED] Texas. However, the record does not indicate that DHS received and processed a Form AR-11, Alien's Change of Address Card, to update the Foreign National's address of record.

On [REDACTED] 2017, the Executive Office for Immigration Review (EOIR), Houston Immigration Court, rejected the Foreign National's motion to change venue and served the rejection by mail, stating that "this case is not pending before this Immigration Court, nor does it appeal in our national database as pending before any Immigration Court." That information appears to be correct because the record contains an order from an Immigration Judge dated [REDACTED] 2017, ordering the Foreign National removed from the United States. Therefore, there was no proceeding to change venue. If the Foreign National wished to change the venue of the proceedings from [REDACTED] Texas, to [REDACTED] Texas, the appropriate time to do so would have been before [REDACTED] 2017. In light of the ICE Form I-340 and the motion rejection notice, the Foreign National was reasonably informed that he must appear in [REDACTED], not [REDACTED] Texas, as requested.

The Obligor asserts that he attempted to deliver the Foreign National to the ICE San Antonio, Texas, Field Office on [REDACTED] 2018, rather than delivering the Foreign National to the ICE Houston, Texas, Field Office on that date as requested. The Obligor informs us that he was unable to deliver the Foreign National in [REDACTED] because the clerk informed him that "most of the employees [in the ICE San Antonio, Texas, Field Office] were on Christmas Vacation." The record does not indicate that the Supervisory Detention and Deportation Officer who requested the Obligor to deliver the Foreign National to him at the ICE Houston, Texas, Field Office was not present at that office.

The record does not indicate that the Obligor attempted to deliver the Foreign National to either the ICE San Antonio or Houston, Texas, Field Office on any other date. DHS systems indicate that the Foreign National remained in the United States beyond the requested delivery date until [REDACTED] 2018, at which point the Foreign National "came into ICE [Enforcement and Removal Operations] custody from the [REDACTED] jail [REDACTED] 18 after having been released on bond for DWI/OPEN ALCOHOL [sic] CONTAINER."

Based on the foregoing, the record supports the conclusion that the Obligor substantially violated the terms of the delivery bond by failing to deliver the Foreign National to the appropriate ICE location upon written request. The record indicates that the Foreign National intentionally remained in the United States for more than 100 days after the requested delivery date before involuntarily returning to ICE custody, notably upon arrest for violating Texas state laws and endangering the public. Although the Foreign National attempted to comply with the notice to deliver by appearing at the ICE San Antonio, Texas, Field Office, he was reasonably informed both before and on that date that the ICE San Antonio, Texas, Field Office was an improper location and that, instead, he must appear at the ICE Houston, Texas, Field Office. Moreover, the Foreign National's overstay does not appear to have been in good faith because all relevant communication from ICE and EOIR indicated that the Obligor must deliver the Foreign National to the ICE Houston, Texas, Field Office on January 3, 2018. The Obligor did not.

### III. CONCLUSION

The Obligor substantially violated the terms of the delivery bond by failing to deliver the Foreign National consistent with ICE's written request.

**ORDER:** The appeal is dismissed.

Cite as *Matter of W-C-B-*, ID# 1505107 (AAO June 22, 2018)