



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

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

In Re: 36193675

Date: JAN. 28, 2025

Appeal of U.S. Immigration and Customs Enforcement Decision

ICE Form I-352, Immigration Bond

The Obligor seeks to reinstate a delivery bond. *See* Immigration and Nationality Act section 103(a)(3), 8 U.S.C. § 1103(a)(3). An obligor posts an immigration bond as security for a bonded noncitizen's compliance with bond conditions, and U.S. Immigration and Customs Enforcement (ICE) may issue a bond breach notice upon substantial violation of these conditions.

The Los Angeles, California, ICE Field Office declared the bond breached, concluding that the Obligor did not deliver the Bonded Noncitizen at the requested time and place. On appeal, the Obligor asserts that she did not deliver the Bonded Noncitizen as requested because she did not receive notice to do so.

The Obligor bears the burden of proof to establish substantial performance of a bond's conditions. *Matter of Allied Fid. Ins. Co.*, 19 I&N Dec. 124, 129 (BIA 1984). We review the questions in this matter de novo. *Matter of Christo's, Inc.*, 26 I&N Dec. 537, 537 n.2 (AAO 2015). Upon de novo review, we will dismiss the appeal.

A delivery bond creates a contract between the U.S. Government and an obligor. *United States v. Minn. Tr. Co.*, 59 F.3d 87, 90 (8th Cir. 1995); *Matter of Allied Fid. Ins. Co.*, 19 I&N Dec. at 125. An obligor secures its promise to deliver a noncitizen by paying a designated amount in cash or its equivalent. 8 C.F.R. § 103.6(d). A breach occurs upon substantial violation of a bond's conditions. 8 C.F.R. § 103.6(e). Conversely, substantial performance of a bond's conditions releases an obligor from liability. 8 C.F.R. § 103.6(c)(3). Several factors inform whether a bond violation is substantial: the extent of the violation; whether it was intentional or accidental; whether it was in good faith; and whether the obligor took steps to comply with the terms of the bond. *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)); *see also Aguilar v. United States*, 124 Fed. Cl. 9, 16 (2015).

The Obligor executed a delivery bond with ICE in June 2022. The Los Angeles, California, ICE Field Office sent an ICE Form I-340, Notice to Obligor to Deliver Alien, dated June 1, 2024, to the Obligor's address of record, via U.S. Postal Service Certified Mail. The record contains an original of a return receipt for that shipment, indicating that an individual named Y-D- signed for receipt of the ICE Form I-340 at the Obligor's address of record on June 11, 2024. The ICE Form I-340 requested the Obligor

to deliver the Bonded Noncitizen to the Los Angeles, California, ICE Field Office on August 8, 2024, which we note is a reasonable notice period. Then, after the Obligor did not deliver the Bonded Noncitizen at the requested time and place, the Los Angeles, California, ICE Field Office sent an ICE Form I-323, Notice – Immigration Bond Breached, to the Obligor’s address of record.

On appeal, the Obligor asserts that she has not relocated from her address of record provided on the delivery bond and she further states that the reason she did not deliver the Bonded Noncitizen was because she never “receive[d] any notice or demand to deliver [the Bonded Noncitizen].” We note, however, that the Obligor submitted a copy of the ICE Form I-323 in support of her appeal, indicating that she received that form and that she has been aware of ICE’s request for her to deliver the Bonded Noncitizen by virtue of that notice, regardless of the ICE Form I-340.

As noted above, the record establishes that ICE properly served notice to the Obligor’s address of record in June 2024. *See* 8 C.F.R. § 103.8(a)(2) (describing methods of personal service of notices). Therefore, the issue on appeal is whether the Obligor substantially violated the terms of the delivery bond. *See* 8 C.F.R. § 103.6(c)(3). Whether the Obligor intentionally or accidentally failed to deliver the Bonded Noncitizen on August 8, 2024, is inconclusive, based on the facts established in the record. However, the extent of the breach appears to be more than 150 days and ongoing. The record also does not establish that the Obligor has acted in good faith and attempted to comply with ICE’s request for her to deliver the Bonded Noncitizen, which she was aware she needed to do at least since she received the Form I-323, if not since June 11, 2024, when Y-G- signed for receipt of the ICE Form I-340 at the Obligor’s address of record. For the foregoing reasons, the record supports the conclusion that the Obligor substantially violated the terms of the delivery bond. *See id.*; *see also Matter of Kubacki*, 18 I&N Dec. at 44. Therefore, the appeal will be dismissed.

ORDER: The appeal is dismissed.