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FILE:



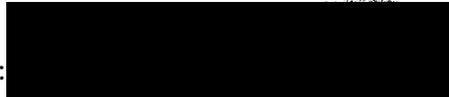
Office: PHILDAELPHIA

Date:

**FEB 24 2004**

IN RE:

Obligor:



Bonded Alien:

IMMIGRATION BOND:

Bond Conditioned for the Delivery of an Alien under Section 103 of the  
Immigration and Nationality Act, 8 U.S.C. § 1103

ON BEHALF OF OBLIGOR:



INSTRUCTIONS:

This is the decision of the Administrative Appeals Office in your case. All documents have been returned to the office that originally decided your case. Any further inquiry must be made to that office.

*For Mari Johnson*  
Robert P. Wiemann, Director  
Administrative Appeals Office

**DISCUSSION:** The delivery bond in this matter was declared breached by the Field Office Director, Detention and Removal, Philadelphia, Pennsylvania, and is now before the Administrative Appeals Office on appeal. The appeal will be sustained.

The record indicates that on June 5, 2002, the obligor posted a \$15,000 bond conditioned for the delivery of the above referenced alien. A Notice to Deliver Alien (Form I-340) dated June 20, 2003, was sent to the obligor via certified mail, return receipt requested. The notice demanded the bonded alien's surrender to Immigration and Customs Enforcement (ICE) at 9:00 a.m. on July 10, 2003, at [REDACTED]

[REDACTED] The obligor failed to present the alien, and the alien failed to appear as required. On July 11, 2003, the field office director informed the obligor that the delivery bond had been breached.

On appeal, counsel states that the field office director had no authority to demand the alien's surrender for removal as the alien's case is currently pending with a master calendar hearing scheduled for October 4, 2003.

The record reflects that a removal hearing was held on October 14, 2003 and the alien was ordered removed in absentia.

The field office director properly exercised his authority by directing the obligor to produce the bonded alien. The obligor is not relieved of its responsibility to deliver and surrender the bonded alien at the time and place specified in the field office director's demand notice simply because the alien's case was pending at the time. The field office director may call the alien in for a custodial determination at any time.

On appeal, counsel further states that ICE ignored the language in Exhibit G of the Amwest/Reno Settlement Agreement entered into on June 22, 1995 by the legacy Immigration and Naturalization Service and [REDACTED] requiring the director to state a correct purpose on the Form I-340. Counsel asserts that a correct statement of purpose can only be satisfied by the statement of a single unambiguous purpose.

The Settlement Agreement requires the Form I-340 to state the correct purpose for which the alien is to be produced. The evidence reflects that the obligor was required to surrender the alien "into the interview of an officer" at the time and place specified in the notice. However, this statement of purpose is unclear, does not reflect the correct purpose for which the alien is to be produced, and therefore does not meet the requirement of the Settlement Agreement.

Based on the provisions of the Settlement Agreement and the fact that the Form I-340 did not state a correct purpose, the appeal will be sustained. The field office director's decision declaring the bond breached will be rescinded and the bond will be continued in full force and effect.

**ORDER:** The appeal is sustained. The field office director's decision declaring the bond breached is rescinded and the bond is continued in full force and effect.