U.S. Department of Homeland Security
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U.S. Citizenship and Immigration Services

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FILE: [redacted] Office: EL PASO Date: JAN 27 2005

IN RE: Obligor:
Bonded Alien: [redacted]

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:

[redacted]

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.

Mari Johnson

Robert P. Wiemann, Director
Administrative Appeals Office

DISCUSSION: The delivery bond in this matter was declared breached by the District Director, El Paso, Texas. A subsequent appeal was dismissed by the Administrative Appeals Office (AAO). The matter is now before the AAO on a motion to reconsider. The motion will be dismissed.

A motion to reconsider must state the reasons for reconsideration and be supported by any pertinent precedent decisions to establish that the decision was based on an incorrect application of law or Immigration and Customs Enforcement (ICE) policy. 8 C.F.R. § 103.5(a)(3).

On appeal, counsel argued that the district director failed to provide the obligor with a properly completed questionnaire as the director did not sign the questionnaire certifying to its accuracy. In its previous decision, the AAO held that the questionnaire sent to the obligor complied with the terms of the Amwest v. Reno Settlement Agreement entered into on June 22, 1995 between the legacy Immigration and Naturalization Service and the Amwest and Far West Surety Insurance Company. The AAO further held that failure to sign the questionnaire did not invalidate the bond breach.

On motion, counsel asserts that certification requires a signature and failure of the district director to sign the questionnaire was not in compliance with the Amwest/Reno Settlement Agreement and its implementing memoranda.[1] In its previous decision, the AAO, citing 8 C.F.R. § 100.2(1), stated that these memoranda, issued by the Office of General Counsel (now Office of the Principal Legal Advisor) are only advisory in nature and that internal training memoranda do not have the force of law. Counsel cites no precedent decisions to establish that the AAO decision was based on an incorrect application of law or ICE policy.

On motion, counsel requests oral argument in light of the complexity of the issues. Oral argument is limited to cases where cause is shown. It must be shown that a case involves unique facts or issues of law that cannot be adequately addressed in writing. In this case, no cause for argument is shown. Therefore, the request is denied.

The regulation at 8 C.F.R. § 103.5(a)(4) states, "[a] motion that does not meet applicable requirements shall be dismissed." As counsel failed to cite any precedent decisions in support of its motion to reconsider, the obligor's motion will be dismissed. The previous decisions of the district director and the AAO will not be disturbed.

ORDER: The motion is dismissed.

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[1] Capital Bonding Corporation executed a settlement agreement with the legacy INS on February 21, 2003, in which it agreed not to raise certain arguments on appeals of bond breaches. The AAO will adjudicate the appeal notwithstanding Capital Bonding Corporation's failure to comply with the settlement agreement in this case.