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

GI

FILE:

Office: LOS ANGELES

Date: **NOV 07 2005**

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.

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, Los Angeles, California, and is now before the Administrative Appeals Office on appeal. The appeal will be dismissed.

The record indicates that on April 7, 2000, the obligor posted a \$2,500 bond conditioned to insure his own delivery. A Notice to Deliver Alien (Form I-340) dated February 26, 2005, was sent to the obligor via certified mail, return receipt requested. The notice demanded the obligor to surrender himself into the custody of an officer of Immigration and Customs Enforcement (ICE) at 8:30 a.m. on March 29, 2005, at 300 N. Los Angeles Street, Room 7621, Los Angeles, CA 90012. The obligor failed to present himself as required. On April 14, 2005, the field office director informed the obligor that the delivery bond had been breached.

On appeal, counsel asserts that there is a motion to stay and a motion to reopen pending before the Board of Immigration Appeals (BIA).

The regulation at 8 C.F.R. § 1003.2(f) provides in part that filing a motion to reopen shall not stay the execution of any decision made in the case. Execution of such decision shall proceed unless a stay of execution is specifically granted by the BIA, the immigration judge, or an authorized officer of ICE. The record does not reflect that a stay of deportation was granted.

The record reflects that a removal hearing was held on November 26, 2001, and the alien was ordered removed from the United States. The alien appealed the immigration judge's decision to the BIA. On January 21, 2003, the BIA dismissed the appeal. The alien filed a motion to reopen before the BIA, which was denied on June 25, 2003. Subsequently, the alien filed a petition for review before the Ninth Circuit Court of Appeals. On December 15, 2004, the petition was denied by the Ninth Circuit Court of Appeals. On March 30, 2005, the alien filed another motion to reopen before the BIA. On June 6, 2005, the BIA denied the alien's motion to reopen.

Delivery bonds are violated if the obligor fails to cause the bonded alien to be produced or to produce himself/herself to an immigration officer or immigration judge, as specified in the appearance notice, upon each and every written request until removal proceedings are finally terminated, or until the said alien is actually accepted by ICE for detention or removal. *Matter of Smith*, 16 I&N Dec. 146 (Reg. Comm. 1977).

The regulations provide that an obligor shall be released from liability where there has been "substantial performance" of all conditions imposed by the terms of the bond. 8 C.F.R. § 103.6(c)(3). A bond is breached when there has been a substantial violation of the stipulated conditions of the bond. 8 C.F.R. § 103.6(e).

8 C.F.R. § 103.5a(a)(2) provides that personal service may be effected by any of the following:

- (i) Delivery of a copy personally;
- (ii) Delivery of a copy at a person's dwelling house or usual place of abode by leaving it with some person of suitable age and discretion;
- (iii) Delivery of a copy at the office of an attorney or other person including a corporation, by leaving it with a person in charge;

(iv) Mailing a copy by certified or registered mail, return receipt requested, addressed to a person at his last known address.

The evidence of record indicates that the Notice to Deliver Alien dated February 26, 2005 was sent to the obligor [REDACTED] CA 92501 via certified mail. This notice demanded that the obligor produce the bonded alien on March 29, 2005. The domestic return receipt indicates the obligor received notice to produce the bonded alien on March 7, 2005. Consequently, the record clearly establishes that the notice was properly served on the obligor in compliance with 8 C.F.R. § 103.5a(a)(2)(iv).

It is clear from the language used in the bond agreement that the obligor shall cause the alien to be produced or the alien shall produce himself to an ICE officer upon each and every request of such officer until removal proceedings are either finally terminated or the alien is accepted by ICE for detention or removal.

It must be noted that delivery bonds are exacted to insure that aliens will be produced when and where required by ICE for hearings or removal. Such bonds are necessary in order for ICE to function in an orderly manner. The courts have long considered the confusion which would result if aliens could be surrendered at any time or place it suited the alien's or the surety's convenience. *Matter of L-*, 3 I&N Dec. 862 (C.O. 1950).

After a careful review of the record, it is concluded that the conditions of the bond have been substantially violated, and the collateral has been forfeited. The decision of the field office director will not be disturbed.

**ORDER:** The appeal is dismissed.