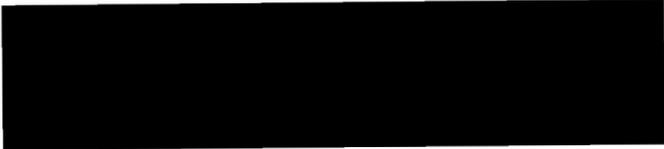


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U.S. Citizenship
and Immigration
Services

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GI

FILE:



Office: SAN ANTONIO

Date:

JAN 10 2007

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, Chief
Administrative Appeals Office

DISCUSSION: The delivery bond in this matter was declared breached by the District Director, San Antonio, Texas. A subsequent appeal was summarily dismissed by the Administrative Appeals Office (AAO). The matter is before the AAO on a motion to reopen. The motion will be dismissed, and the order dismissing the appeal will be affirmed.

The record indicates that February 21, 2002, the obligor posted a \$6,000 bond conditioned for the delivery of the above referenced alien. A Notice to Deliver Alien (Form I-340) dated May 7, 2002, was sent to the obligor via certified mail, return receipt requested. The notice demanded the bonded alien's surrender into the custody of an officer of the legacy Immigration and Naturalization Service, now Immigration and Customs Enforcement (ICE), at 10:00 a.m. on June 7, 2002, at [REDACTED]. The obligor failed to present the alien, and the alien failed to appear as required. On June 13, 2002, the district director informed the obligor that the delivery bond had been breached.

The Form I-352 provides that the obligor and co-obligor are jointly and severally liable for the obligations imposed by the bond contract. As such, ICE may pursue a breach of bond against one or both of the contracting parties. *See Restatement (Third) of Suretyship and Guaranty* § 50 (1996). Consequently, the record clearly establishes that the notice was properly served on either the obligor or the co-obligor in compliance with 8 C.F.R. § 103.5a(a)(2)(iv). Reference in this decision to the obligor is equally applicable to the co-obligor and vice versa.

The regulation at 8 C.F.R. § 103.5(a)(1)(i) requires that a motion to reopen a proceeding or reconsider must be filed within 30 days of the underlying decision, and that a motion to reopen must be filed within 30 days except that failure to file a motion to reopen during this period may be excused when the obligor has demonstrated that the delay was reasonable and beyond the control of the obligor.

Pursuant to 8 C.F.R. § 103.5(a)(4), a motion that does not meet applicable requirements shall be dismissed.

The AAO rendered its decision on November 7, 2003. This motion, dated December 2, 2003, was received by the San Antonio District Office on December 11, 2003, 34 days after the date of the AAO's decision. The obligor has not set forth any reason for the delay. The motion is untimely.

ORDER: The motion is dismissed. The decision of the AAO dated November 7, 2003, is affirmed.