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U.S. Department of Homeland Security  
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Washington, DC 20529



U.S. Citizenship  
and Immigration  
Services

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FILE:



Office: PHOENIX

Date: MAR 24 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: Self-represented

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 Field Office Director, Detention and Removal, Phoenix, Arizona, and is now before the Administrative Appeals Office on appeal. The appeal will be rejected.

The record indicates that on April 2, 2002 the obligor posted a \$10,000 bond conditioned for the delivery of the above referenced alien. A Notice to Deliver Alien (Form I-340) dated July 21, 2003, was sent via certified mail, return receipt requested. The notice demanded the bonded alien's surrender into the custody of an officer of Immigration and Customs Enforcement (ICE) at 10:00 a.m. on August 20, 2003, at 2035 N. Central Avenue, Phoenix, AZ 85004. The obligor failed to present the alien, and the alien failed to appear as required. On December 30, 2003, the field office 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 appeal has been filed by someone other than the obligor. Only an affected party, a person or entity with legal standing may file an appeal of an unfavorable decision. The individual is without standing in this proceeding. 8 C.F.R. § 103.3(a).

An immigration bond is a contract between ICE and the obligor. The obligor or its attorney-in-fact is the proper party to appeal the ICE decision to breach the bond. *See Matter of Insurance Company of North America*, 17 I&N Dec. 251 (Act. Reg. Comm. 1978).

The regulations provide that an appeal filed by a person or entity not entitled to file it must be rejected as improperly filed. In such a case, any filing fee ICE has accepted will not be refunded. 8 C.F.R. § 103.3(a)(2)(v).

The regulation at 8 C.F.R. § 103.2(a)(1) provides, in part, that “[e]very application, petition, appeal, motion, request ... shall be executed and filed in accordance with the instructions on the form, such instructions ... being hereby incorporated into the particular section of the regulations in this chapter requiring its submission.” The instructions at item six on the appeal Form I-290B specifically require a signature of this form when the decision is appealed.

Assuming, arguendo, that the individual who filed the appeal is the attorney-in-fact-for the obligor, the appeal would still be rejected as it was not signed.

**ORDER:** The appeal is rejected.