



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

**Non-Precedent Decision of the
Administrative Appeals Office**

In Re: 117696847

Date: MAR. 04, 2022

Appeal of U.S. Immigration and Customs Enforcement Decision

ICE Form I-352, Immigration Bond

The Obligor seeks to reinstate a voluntary departure bond. *See* Immigration and Nationality Act section 103(a)(3), 8 U.S.C. § 1103(a)(3). An obligor posts an immigration bond as security for a bonded noncitizen's compliance with bond conditions, and U.S. Immigration and Customs Enforcement (ICE) may issue a bond breach notice upon substantial violation of these conditions.

The Bakersfield, California ICE Field Office declared the bond breached, concluding that the bonded Noncitizen had not departed the United States by the agreed-upon date and the Obligor had not substantially performed the bond's conditions.

In these proceedings, it is the Obligor's burden to establish substantial performance of a bond's conditions. *Matter of Allied Fid. Ins. Co.*, 19 I&N Dec. 124, 129 (BIA 1984). Upon *de novo* review, we will sustain the appeal.

I. LAW

A voluntary departure bond is a contract between an obligor and the U.S. Government. In exchange a grant of voluntary departure, an obligor posts a bond as security for the noncitizen's departure from the United States, or the noncitizen's return to ICE custody, on or before the date specified in an order granting voluntary departure. *See* 8 C.F.R. § 103.6(c)(2); *see also* 8 C.F.R. § 1240.26. An obligor must provide to ICE probative documentation of a noncitizen's voluntary departure within 30 days after the date specified in the order granting voluntary departure. A breach occurs upon substantial violation of a bond's conditions. 8 C.F.R. § 103.6(e). Conversely, substantial performance of a bond's conditions releases an obligor from liability. 8 C.F.R. § 103.6(c)(3).

Several factors inform whether a bond violation is substantial: the extent of the violation; whether it was intentional or accidental; whether it was in good faith; and whether the obligor took steps to comply with the terms of the bond. *Matter of Kubacki*, 18 I&N Dec. 43, 44 (Reg'l Comm'r 1981) (citing *Int'l Fidelity Ins. Co. v. Crosland*, 490 F. Supp. 446 (S.D.N.Y. 1980)); *see also Aguilar v. United States*, 124 Fed. Cl. 9, 16 (2015).

II. ANALYSIS

The issue on appeal is whether the Obligor substantially violated the terms of the bond. On appeal, the Obligor submits an ICE Form I-210, Notice of Action – Voluntary Departure. This form states that the Noncitizen was required to depart the United States on or before [] 2020. The form also contains a section signed by a Department of Homeland Security official, which indicates that the Noncitizen departed the United States as required on [] 2020.

Because the Noncitizen departed the United States prior to his deadline, we find that the Obligor substantially complied with the terms of the bond. Therefore, the bond has not been breached.

ORDER: The appeal is sustained.