



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

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

In Re: 20204681

Date: APR. 21, 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.

ICE declared the bond breached, concluding that the bonded noncitizen did not depart the United States by the demanded date.

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.

An immigration bond creates a contract between the U.S. Government and an obligor. *United States v. Minn. Tr. Co.*, 59 F.3d 87, 90 (8th Cir. 1995); *Matter of Allied Fid. Ins. Co.*, 19 I&N Dec. at 125. An obligor ensures that the noncitizen departs the United States by paying a designated amount in cash or its equivalent. 8 C.F.R. § 103.6(d). 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).

The Obligor, who is also the bonded noncitizen, signed ICE Form I-210, Voluntary Departure and Verification of Departure on [ ] 2021. In it, the Obligor acknowledged that she was required to depart the United States on or before May [ ] 2021. On appeal, the Obligor provides ICE Form I-210, with the Verification of Departure section completed by a Consular Officer. The form is dated April [ ] 2021. The Department of Homeland Security records also corroborate that the Obligor departed the country before May [ ] 2021.

The record establishes that the Obligor faithfully executed the terms of the bond, and therefore did not breach the bond contract.

**ORDER:** The appeal is sustained.