

Homayun F. Zadeh
In Pro Per
1024 Oak Street
San Francisco, CA 94117
415 260 1007

FILED

FEB 19 2016

STATE BAR COURT CLERK'S OFFICE
SAN FRANCISCO

STATE BAR COURT
HEARING DEPARTMENT - SAN FRANCISCO

In the Matter of:
Homayun F. Zadeh
No. 170667

A Member of the State Bar

15-0-13051

WRITTEN ANSWER TO
NOTICE OF DISCIPLINARY CHARGES

COUNT ONE

The charge is denied because it has no basis in fact. An existing and sizable body of evidence will show that the opposite of what has been alleged actually took place, and that every reasonable effort was made to contact Mr. Suhaka but that he failed to respond because he claimed to be homeless, and hence incommunicado for the period between March (not May, as alleged) to November 19, 2009.

Probative evidence in support of this assertion includes:

1. The sworn affidavit of Mr. Suhaka which, in direct contradiction of his recent claim to the State Bar, states that not only was he incommunicado but he was deliberately avoiding



contact with me. (See Exhibit 1, Declaration of Ilia Suhaka Concerning His Failure to Appear, Dated December 22, 2012, paragraphs 1 & 13.)

2. Mr. Suhaka's admission in the same affidavit that he was homeless during the referenced period. (ibid. paragraph 1.)
3. Mr. Suhaka's admission in the same affidavit that he had failed to collect mail my office sent to his last known address until mid-November 2009, and that he finally made an attempt to collect this mail through the intercession of his former roommate, Mikalai Skory, who was also a client of mine. (ibid. paragraphs 2-3.)
4. Mr. Suhaka's admission in the same affidavit that his communication blackout ended because of Skory's insistence, and because I had pressed Skory to impress upon Mr. Suhaka, should Skory see Suhaka, the urgency of contacting my office "at the first opportunity". (ibid. paragraph 3.)
5. Mr. Suhaka's admission in the same affidavit that through Skory's efforts the mail my office had sent to Mr. Suhaka's last known address was finally "dropped at a neighbor's" so Mr. Suhaka could eventually collect it. (id. paragraph 2.)
6. Mr. Suhaka's decision, after months of remaining incommunicado, to resume communications with a note of apology. Contrary to his recent allegations, Mr. Suhaka began an email he wrote on November 20, 2009 with the phrase, "Soryy (sic) for everything, it's a long story". (See Exhibit 2, Email of Ilia Suhaka, Dated November 20, 2009.)
7. Sworn affidavit of witness Mikalai Skory that, after Mr. Suhaka departed from their shared "residence in March 2009", he did not see complainant again until they met by

chance "on Treasure Island just in the middle of November 2009". (See Exhibit 3, Affidavit of Mikalai Skory, Dated December 12, 2009.)

8. Taken together, the two affidavits from the two former roommates are prior statements in direct negation of Mr. Suhaka's allegations against me. They leave little doubt that I had tried for months to communicate with Mr. Suhaka, and that my efforts had gone unreciprocated, rather than the opposite.
9. Sworn affidavit of my former office manager, describing general office procedures that applied to every client, and her memory of her interactions with Mr. Suhaka. (Exhibit 4)
10. Statement of witness Mr. Uladzislau Kukharchuk, Mr. Suhaka's neighbor at his last known address before becoming homeless, that after March 2009, he would sporadically allow Mr. Suhaka to shower at his home. (See Exhibit 5, Holographic Statement of Uladzislau Kukharchuk, Dated December 14, 2009.)
11. Statement of witness Dzianis Antsiushkevich that since March 2009, Mr. Suhaka "had no place to live" and would stay sporadically at his home. (See Exhibit 6, Holographic Statement of Dzianis Antsiushkevich, Dated December 14, 2009.)
12. Statement of witness Main Mark dated December 2009, attesting that Mr. Suhaka had been "without a home for the duration of the time" Mr. Mark knew him. See Exhibit 7, Statement of Main Mark, Dated December 17, 2009.)

COUNT TWO

The charge assumes facts that are untrue and is denied. Once the foregoing answer and exhibits are incorporated by reference, there remains little doubt that the breakdown in

communication was caused by Mr. Suhaka's actions, while I and my office made more than a reasonable effort to contact him.

In addition to alleging untrue facts, the charge inaccurately states that Mr. Suhaka failed to appear when his "master hearing was scheduled for November 24, 2009". The hearing on November 24, 2009, was a merits (or regular) hearing and not a master.

The difference is significant, because the evidence will show:

1. Mr. Suhaka had attended his master hearing on November 12, 2008, during which the immigration judge had orally advised him that he had a responsibility to appear for all scheduled hearings, and a responsibility to inform the court of a change of address within five days of moving. These oral warnings are so well established in the Executive Office of Immigration Review (EOIR) that they can be a matter for judicial notice. (See Exhibit 8, Copies of Mr. Suhaka's Master Hearing for November 12, 2008, and Notice of Hearing Issued by EOIR on November 12, 2008, Setting Hearing for May 5, 2009; Letter From Zadeh's Office Reminding Mr. Suhaka of Deadlines That Must Be Complied With Prior to Hearing, Dated November 26, 2008; Notice of Cancellation of Hearing (EOIR), Dated April 28, 2009; Letter From Office Informing Mr. Suhaka of Cancellation, Dated April 30, 2009; Notice of Rescheduled Hearing Set For November 24, 2009 (EOIR), Dated May 13, 2009; Letter From Office Informing Mr. Suhaka of Rescheduled Hearing, Dated May 14, 2009.)
2. The learned immigration judge's finding, after her review of Mr. Suhaka's above referenced affidavit and the corroborating "statements from some of [his] friends", that Mr. Suhaka had "caused the result in this case by failing to stay in contact with his

attorney and failing to notify the court or anyone involved in these proceedings where he could be reached." (See Exhibit 9 Decision of IJ on Motion To Reopen And Rescind Order of Removal, Dated January 1, 2010.)

3. The immigration judge's reasoning was based on established EOIR practices, as EOIR automatically mails a notice of a changed hearing directly to every respondent's personal address on file with the court. Hence Mr. Suhaka's claim that he was homeless also meant he had 'changed' residence but had failed to apprise the court of the move. While this 'change of residence' was readily conceded by Mr. Suhaka, until his recent change of heart, the issue before the court was if homelessness amounted to 'exceptional circumstances' under the law.
4. An email from Skory, Mr. Suhaka's former roommate at 1131 Mason Street, San Francisco, dated October 5, 2009, more than a month before the rescheduled hearing, which states: "By the way, Illia Suhaka seems like to start (sic) thinking more serious about his hearing coming soon." While the email may be ambiguous on Mr. Suhaka's status, it raises a strong inference that information concerning Mr. Suhaka's new hearing date was known by the people living at his last known address. (See Exhibit 10, Email of M. Skory, Dated October 5, 2009.)

COUNT THREE

The charge is denied. It is based on and extrapolates from the untrue facts addressed above.

The foregoing answers and the attached exhibits are hereby incorporated by reference.

The allegation states "respondent stated that his attempts to reach his client were unsuccessful and that his client was incommunicado between March 2009 and November 20th 2009", and that this was "an artifice or false statement". The record of the immigration proceedings is clear and unequivocal that I did explain Mr. Suhaka's absence in the court on November 24, 2009, by informing the immigration judge that I had not heard from Suhaka for "almost 9 months". (See Exhibit 9, Decision of Immigration Judge.) However my statement to the judge did not form the basis of Mr. Suhaka's appeal to the BIA or the Ninth Circuit. Those appeals were based on evidence of homelessness provided by Mr. Suhaka, and first submitted to the immigration judge, in which Mr. Suhaka confirmed in his own words that he had been homeless and incommunicado. Nevertheless, in direct contradiction of this record, including the IJ's recitation of facts, the Notice of Disciplinary Charges (NDC) assumes as fully and unequivocally true the recent statements Mr. Suhaka has made against me without regard to the fact that they are fully contradicted by the prior statements of Mr. Suhaka and "his friends".

To emphatically reiterate, any statement concerning Mr. Suhaka's homelessness was made by Mr. Suhaka, not the present respondent (me). In fact all available evidence, including Mr. Suhaka's and Mr. Skory's sworn affidavits, their emails, the statements of friends of Mr. Suhaka, and other evidence submitted herewith, show the attributions and assumptions contained in NDC have no basis in fact.

Furthermore in attributing the source of Mr. Suhaka's claim of homelessness to respondent alone, the NDC assumes that in ruling on the evidence before her, the immigration judge

1. Included with this motion, was a Table of Contents listing the documents filed, which correspond almost exactly to the documents discussed above. (See Exhibit 12, Table of Contents.)
2. Included also was a copy of a lease between Treasure Island Yerba Buena Island, John Stewart Company as Lessor, and Anton Bogdanov as Lessee, dated June and July 2009, provided by Mr. Suhaka along with a hand written, signed statement from Anton Bogdanov, dated December 11, 2009, stating that Mr. Suhaka was living with Bogdanov since November 15, 2009. (See Exhibit 13, Holographic Statement of Mr. Bogdanov and Copy of Bogdanov Lease.)
3. Included also was an email from Mr. Suhaka's mother, in Russian with translation, corroborating sections of her son's affidavit by explaining conjugal and financial difficulties referred to therein. (See Exhibit 14 Email of Mr. Suhaka's Mother (with translation) Dated December 15, 2009.)

It is one thing for the NDC to propose that statements of such personal and private nature become false because the person mentioned in them has now made a contradictory statement. Yet it is another thing completely to propose that the lawyer who presented this evidence to a court of law, by virtue of that presentation, also vicariously acquired ownership of them, and that this future vicarious ownership was foreseeable when the evidence was being given to the lawyer by his or her client. In effect, by insisting that the lawyer "knew, or should have known" that Mr. Suhaka's statement concerning his homelessness was false, the NDC fails to consider that contradictory statements affect any individual's credibility, and

instead relies on Mr. Suhaka being an absolute truth teller simply because he has filed a complaint.

It is respectfully submitted that it would be impossible for any lawyer to know before the fact that the mound of corroborated evidence establishing their client's homelessness would one day be declared false because that client, desperate to reopen his case in immigration court, will launch a complaint alleging negatory, inconsistent, and untrue facts.

COUNT FIVE

The charge is denied. The foregoing answers and the attached exhibits are hereby incorporated by reference. Self serving and inconsistent statements notwithstanding, Mr Suhaka requested and was provided with a copy of his "file". However his file contained nothing but copies of documents, and at no point in time did it contain any personal property or original papers.

Probative evidence in support of the denial will show:

1. Mr. Suhaka's application was not prepared by my office. Part E of his original immigration application titled "Declaration of person preparing form" does not bear any name or signature. As such, when Mr. Suhaka sought my services to represent him in court, he only furnished me with a copy of what he already had in his possession. There never were any original property or papers in my possession to be returned to him. (See Exhibit 15 The Last Two Pages of Mr. Suhaka's Self-Filed Application.)
2. Once Mr. Suhaka's sporadic living conditions came to light, every step taken on his behalf was appropriately scanned and emailed to him. As a result of this measure Mr.

Suhaka was always in possession of a full copy of his file. (See Exhibit 16, Examples of Emails Sent To and Received By Mr. Suhaka With Icons of Attached Documents.)

3. Nevertheless, he requested a copy of his "case" on December 14, 2012, and was provided a full copy of all the documents in the Ninth Circuit's Administrative Record on December 20, 2012. (See Exhibit 4, above.)

COUNT SIX

The charge is denied. As indicated in my earlier response to the State Bar the letter of July 15 did not reach me, most probably due to the extraordinary circumstances at the address it was mailed to. While providing copies of many of the same documents attached herewith. In my response to the investigation I indicated that the cost of retrieving a record of all my office telephone calls would be prohibitive for me under the circumstances, which included the burdens of poor health, finance, and a terminally ill parent. I simply stated that if my response should "fail to completely establish the complete falsity and utter spuriousness of the charges against me" I may be afforded an "opportunity to revive the existing electronic records at prohibitive cost to respond to the charges more fully". (Exhibit 17, See Re: Response To Allegations of Ilia Suhaka, Dated August 7, 2015, paragraph 4.1 & 4.6.)

Dated: February 18, 2016

By: 

Hodayun F. Zadeh

Suhaka was always in possession of a full copy of his file. (See Exhibit 16, Examples of Emails Sent To and Received By Mr. Suhaka With Icons of Attached Documents.)

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Dated: February 18, 2016

By: 

Hodayun F. Zadeh

Exhibits

DECLARATION OF ILLIA SUHAKA
CONCERNING HIS FAILURE TO APPEAR

1. My name is Illia Suhaka. I am a citizen of Belarus and an applicant for political asylum who did not appear for his merits hearing. My failure to appear was due to the fact that from mid-March to mid-November 2009 I was homeless and did not have a reliable, or 'permanent', domicile.
2. The last communication I received concerning my hearing was a letter from my attorney that was forwarded to me after I lost my apartment. Written in late April 2009 the letter informed me that I did not have to appear on May 5, 2009. I received this letter because one of the people who continued to reside at the apartment after I left, Mikalai Skory, understood how important it was for me to appear in court, and took steps to ensure that the letter would get to me. The letter was dropped at a neighbor's where I subsequently picked it up.
3. As my problems continued, I was overcome with feelings of guilt and shame which made me avoid my friends. These feelings, which I try to describe below, may have played a role in why I avoided contact with my former roommate. Then, in November 2009 I ran into Skory by chance while he was driving on the street. As we had the same attorney, and Skory had seen him recently, he told that the attorney had inquired about my whereabouts and that I should contact my lawyer at the first opportunity.
4. When finances caused me to leave my apartment in March 2009, I assumed the situation would be temporary, and that within a few weeks I would find a new place to live. But the financial reasons that caused me to become homeless were compounded with familial and emotional problems in Belarus, resulting in a mixture that did not lend itself to easy resolution. I will explain these factors briefly.
5. My mother divorced my natural father when I was very young. I grew up with an indifferent stepfather, Boris Snitkin (Boris hereinafter), a bureaucrat with Soviet sensibilities who is proud to be the Procurator in our town. In spite of his indifference, Boris always was mindful of mother's affection for me. I believe the main reason for his tempered conduct is because my mother has been the family's main breadwinner since the fall of the Soviet Union.
6. Mother started and ran a profitable business buying goods from neighboring countries and reselling them at home. Her income allowed Boris to enjoy the solid middle class lifestyle that he thinks he deserves. A lifestyle which continued uninterrupted, except for a brief period four years ago. In the winter of 2005-2006, my mother had a debilitating accident during a business trip. Her incapacitation necessitated cutbacks in spending. Eventually, mother recommenced her activities, and finances began to improve.
7. In early 2009, on advice of my lawyer I contacted Boris. As he is familiar with my problems in Belarus I asked him to help me obtain any documents that could help my case here. Knowing his personality, I did not expect him to help me enthusiastically, but his response even disappointed my already low expectations. I learned the reasons for his reticence shortly thereafter. Apparently Boris had been philandering, and his relationship with mother had become plagued with turmoil when in December 2008, one of his lovers caused a confrontation. Still reeling from the effects of her accident, the betrayal (and the quarreling

that followed it) had caused mother to stop running the business, which in turn affected Boris's spending as well as her ability to send me money.

8. At the time, mother expected to make an immediate and clean break from the relationship, after which she would be independent and free to devote herself to the business. In turn, based on her assessment of the situation, I assumed that by spring she would be in a position to offer me financial assistance. Until then, I planned to get what work I could to support myself. I had earned money doing contract work with moving companies before. At the time I moved out of my apartment, I hoped to find many such opportunities. Time proved me wrong. I found fewer opportunities than before, and for smaller pay.
9. Meanwhile, mother was realizing that divorce in Belarus up was more complicated than she had assumed. To mention but one example, the home that they live in was bought with her money, but as it was Boris's official status as a governmental employee that had allowed them to purchase the property in the first place, if they divorced he would become its sole owner.
10. Thinking my situation temporary, in the beginning I began to impose myself on friends for a few days at a time. After a few weeks it became obvious to me that I could not sustainably tax their goodwill in this manner. Although my hosts were always gracious, the shame and hopelessness that continued to grow in me made it increasingly difficult to approach them. I continued to depend on friends to shower, to check my email, or simply to get warm, but with less frequency than the first few weeks of homelessness.
11. As many Belarusians live on Treasure Island, while staying with friends there I had noticed the many unoccupied buildings that might provide a roof over me in an emergency. I availed myself of this opportunity on many occasions. I began to see time as an adversary that I could not pass without considerable preparation. I had to plan well in advance where I might spend the night. There was no house to which I could assume returning at the end of the day without some kind of advance preparation. Days could go by, and I would know how many as I counted them. Nevertheless, I remained unaware of the passage of time because each day was like the one before, concerned with the same problems, which I had to endure just to arrive at the next.
12. Life changed in the first week of November. A truce between mother and Boris had allowed her to return to work, as a consequence of which she sent me some money. I began looking for a place to live. On November 15, 2009, I officially entered into an agreement for living quarters. A few days later in the week, I ran into my former roommate Skory who told me to contact Zadeh.

13. Within one or two days after seeing Skory, on November 20, 2009, I emailed Zadeh. I had not paid him, and I wanted to make sure that when I contacted him I could at least give him a reliable promise of payment. I did not receive Zadeh's response which was emailed around 7:00 a.m on November 24, until a few hours later. I met with him that day and explained my situation, and he told me what documents I should obtain to evidence what I had experienced.

I declare under penalty of perjury that the foregoing is true to the best of my knowledge.



Illia Suhaya

12/22/09
Date

From: Illia Suhaka <s.illia@yahoo.com>
Date: November 20, 2009 10:43:45 AM PST
To: Hodayun Zadeh <zadeh@zadelaw.net>

Hello Mr. Zadeh. Sorry for everything, it's a long story. I wanna bring your money on Monday next week any time the best for You. Sorry! Take care...

TO WHOM IT MAY CONCERN:

I AM STATING HERE THAT ILLIA SUHAKA
WAS LIVING AT 1131 MASON ST APT. 8 IN
SAN FRANCISCO, CA BETWEEN SUMMER 2007
AND MARCH 2009.

I SAW ILLIA AT BAYSIDE DRIVE BUS STOP
ON TREASURE ISLAND JUST IN THE MIDDLE OF
NOVEMBER '09 WHILE DRIVING MY CAR. I HAD NOT
SEEN ILLIA SINCE HE LEFT OUR RESIDENCE
IN MARCH 2009.

I MIKALAI SKORY DO HEREBY SWEAR
UNDER PENALTY OF PERJURY THAT I HAVE
STATED THE TRUTH IN THIS PAPER.

12/12/2009



DECLARATION OF T. NADJA KENNEDY
FORMER MANAGER LAW OFFICE OF ZADEH

My name is T. Nadja Kennedy. I was employed at the Law Offices of Hodayun Zadeh in 1998 and was the office manager for approximately 1 year, from 2002 until his health caused him to close the office at the end of 2012. I am writing this statement to explain some of the office policies and procedures which applied to all clients, including Mr. Ilia Suhaka.

Upon opening a file for a new client, the case would be entered into the office contact management database called Daylite, licensed from MarketCircle Company of Canada. The file would then be categorized depending on whether it entailed deadlines or not. Clients, like Mr. Suhaka, whose cases were in court would be categorized in accordance to the court deadline timeline in the database.

Once entered into the database, the software would automatically notify me of upcoming events, and generate printed letters to notify them of upcoming events. In addition to fingerprint notices, I would set call ups in the database for court clients on advising them to complete biometrics(if need be) on the appropriate date and reminders to appear. The database would generate and keep an electronic copy of every letter and all the dates. In cases like Mr. Suhaka's where a hearing was rescheduled, the same procedure would be put in place once the rescheduled hearing date was received. In addition a letter would be generated notifying the client of their new hearing date.

In Mr. Suhaka's case I specifically remember calling him during the first week of May 2009. We had received notice that his hearing had been cancelled in late April, and advised him accordingly. But I had not heard back from him. I called him because I did not want him to mistakenly go to the court, thinking he had a hearing.

Mr. Suhaka's phone was disconnected.

As his hearing date approached, I sent him the six week and four week notice letters as I would with any client. In addition to the letters, because his phone had been disconnected the last time I called, I would telephone him a few days after sending each letter.

His phone remained disconnected.

EXHIBIT 4

As his hearing date approached, I sent him the six week and four week notice letters as I would with any client. In addition to the letters, because his phone had been disconnected the last time I called, I would telephone him a few days after sending each letter.

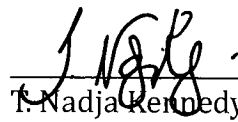
His phone remained disconnected.

The week before Mr. Suhaka's hearing, I called him at least three times with the same result. I did not speak to him until mid morning on his hearing day, November 24, 2009. When he called me I recommended that he should immediately go to the San Francisco immigration court, he told me that he was on Treasure Island and public transport would prevent him from coming to San Francisco.

In subsequent meetings with him, Mr. Suhaka told me that he had been homeless for close to eight months. After that we kept in contact mainly by email. I made sure that he received a copy of every filing we made as well as what the courts would decide in his case.

On December 20, 2012, just before starting my christmas vacation, I saw Mr. Suhaka in person and gave him a copy of his whole file.

I swear under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on Thursday February 11, 2016.



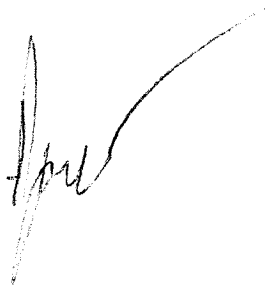
T. Nadja Kennedy

My name is Uladzislau Kukharchuk. I live at 1129 Mason St, unit B, San Francisco, CA 94130. I have known Illia for 1,5 years. I did not know him in Belarus, but we became neighbors when I moved to San Francisco in May 2008. After March 2009, when Illia had to move out of his apartment across the courtyard from me, he would sometimes come back and visit, to use the shower, change his clothes, and check his email. In the past months Illia made about ten visits of this kind.

12/16/2009



My name is Dzianis Antsiushkevich. My address is 1238 N Point Dr # F San Francisco CA 94130. I've known Illia Sahaka for 2.5 years. Since March 2009, Illia had no place to live. He would come and stay with me for a few days so that he could sleep under a roof, wash and clean himself, and gather his strength. From March 2009 until last month, Illia would visit me in this way about two times a month, and stay for two or three days each time.



12/14 - 2009

12/17/09

Dear Sir or Madam:

My name is Mabin Mark and I have known Illias Suhaka for a bit over a year now. To my knowledge Illias has been without a home for the duration of that time. He would visit me occasionally to shower, do laundry, and use the Internet. Illias has told me that he has found a place to live around the middle of last November. I hope that this information is helpful.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mabin Mark', with a long horizontal flourish extending to the right.

Mabin Mark

(510) 229-7632

1202 F Mariner dr.

San Francisco CA,

94130

NOTICE OF HEARING IN REMOVAL PROCEEDINGS
IMMIGRATION COURT
120 MONTGOMERY ST., SUITE 800
SAN FRANCISCO, CA 94104

DATE: August 27, 2008

RE: SUHAKA, ILLIA
FILE: A# 089-677-450

TO: RESPONDENT

Please take notice that the above captioned case has been scheduled for a **MASTER** INDIVIDUAL hearing before the Immigration Court on November 12, 2008 at 8:30 A.M. at:
120 MONTGOMERY STREET - 8th FLOOR, COURTROOM 4
SAN FRANCISCO, CA 94104

You may be represented in these proceedings, at no expense to the Government, by an attorney or other individual who is authorized and qualified to represent persons before an Immigration Court. Your hearing date has not been scheduled earlier than 10 days from the date of service of the Notice to Appear in order to permit you the opportunity to obtain an attorney or representative. If you wish to be represented, your attorney or representative must appear with you at the hearing prepared to proceed. You can request an earlier hearing in writing.

Failure to appear at your hearing except for exceptional circumstances may result in one or more of the following actions: (1) You may be taken into custody by the Department of Homeland Security and held for further action. OR (2) Your hearing may be held in your absence under section 240(b)(5) of the Immigration and Nationality Act. An order of removal will be entered against you if the Department of Homeland Security established by clear, unequivocal and convincing evidence that a) you or your attorney has been provided this notice and b) you are removable.

IF YOUR ADDRESS IS NOT LISTED ON THE NOTICE TO APPEAR, OR IF IT IS NOT CORRECT, WITHIN FIVE DAYS OF THIS NOTICE YOU MUST PROVIDE TO THE IMMIGRATION COURT SAN FRANCISCO, CA THE ATTACHED FORM EOIR-33 WITH YOUR ADDRESS AND/OR TELEPHONE NUMBER AT WHICH YOU CAN BE CONTACTED REGARDING THESE PROCEEDINGS. EVERYTIME YOU CHANGE YOUR ADDRESS AND/OR TELEPHONE NUMBER, YOU MUST INFORM THE COURT OF YOUR NEW ADDRESS AND/OR TELEPHONE NUMBER WITHIN 5 DAYS OF THE CHANGE ON THE ATTACHED FORM EOIR-33. ADDITIONAL FORMS EOIR-33 CAN BE OBTAINED FROM THE COURT WHERE YOU ARE SCHEDULED TO APPEAR. IN THE EVENT YOU ARE UNABLE TO OBTAIN A FORM EOIR-33, YOU MAY PROVIDE THE COURT IN WRITING WITH YOUR NEW ADDRESS AND/OR TELEPHONE NUMBER BUT YOU MUST CLEARLY MARK THE ENVELOPE "CHANGE OF ADDRESS." CORRESPONDENCE FROM THE COURT, INCLUDING HEARING NOTICES, WILL BE SENT TO THE MOST RECENT ADDRESS YOU HAVE PROVIDED, AND WILL BE CONSIDERED SUFFICIENT NOTICE TO YOU AND THESE PROCEEDINGS CAN GO FORWARD IN YOUR ABSENCE.

A list of free legal service providers has been given to you. For information regarding the status of your case, call toll free 1-800-898-7180 or 703-305-1662.

Application: I-589, E-42B, E-42A, I-485, I-191, other: _____ due by: 54

NOV 24 2009

Attorney brief due by: _____ DHS brief due by: _____

Bette Kane Stockton
Immigration Judge

CERTIFICATE OF SERVICE

THIS DOCUMENT WAS SERVED BY: MAIL (M) PERSONAL SERVICE (P)
TO: ALIEN ALIEN c/o Custodial Officer ALIEN's ATT/REP DHS
DATE: 08/27/2008 BY: COURT STAFF [Signature] V3
Attachments: EOIR-33 EOIR-28 Legal Services List Biometrics Served Other

Exhibit 8

NOTICE OF HEARING IN REMOVAL PROCEEDINGS
IMMIGRATION COURT
120 MONTGOMERY ST., SUITE 800
SAN FRANCISCO, CA 94104

DATE: November 12, 2008

RE: SUHAKA, ILLIA
FILE: A# 089-677-450

NOV 24 2009

Bette Kane Stockton
Immigration Judge

TO: RESPONDENT

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You may be represented in these proceedings, at no expense to the Government, by an attorney or other individual who is authorized and qualified to represent persons before an Immigration Court. Your hearing date has not been scheduled earlier than 10 days from the date of service of the Notice to Appear in order to permit you the opportunity to obtain an attorney or representative. If you wish to be represented, your attorney or representative must appear with you at the hearing prepared to proceed. You can request an earlier hearing in writing.

Failure to appear at your hearing except for exceptional circumstances may result in one or more of the following actions: (1) You may be taken into custody by the Department of Homeland Security and held for further action. OR (2) Your hearing may be held in your absence under section 240(b)(5) of the Immigration and Nationality Act. An order of removal will be entered against you if the Department of Homeland Security established by clear, unequivocal and convincing evidence that a) you or your attorney has been provided this notice and b) you are removable.

IF YOUR ADDRESS IS NOT LISTED ON THE NOTICE TO APPEAR, OR IF IT IS NOT CORRECT, WITHIN FIVE DAYS OF THIS NOTICE YOU MUST PROVIDE TO THE IMMIGRATION COURT SAN FRANCISCO, CA THE ATTACHED FORM EOIR-33 WITH YOUR ADDRESS AND/OR TELEPHONE NUMBER AT WHICH YOU CAN BE CONTACTED REGARDING THESE PROCEEDINGS. EVERYTIME YOU CHANGE YOUR ADDRESS AND/OR TELEPHONE NUMBER, YOU MUST INFORM THE COURT OF YOUR NEW ADDRESS AND/OR TELEPHONE NUMBER WITHIN 5 DAYS OF THE CHANGE ON THE ATTACHED FORM EOIR-33. ADDITIONAL FORMS EOIR-33 CAN BE OBTAINED FROM THE COURT WHERE YOU ARE SCHEDULED TO APPEAR. IN THE EVENT YOU ARE UNABLE TO OBTAIN A FORM EOIR-33, YOU MAY PROVIDE THE COURT IN WRITING WITH YOUR NEW ADDRESS AND/OR TELEPHONE NUMBER BUT YOU MUST CLEARLY MARK THE ENVELOPE "CHANGE OF ADDRESS." CORRESPONDENCE FROM THE COURT, INCLUDING HEARING NOTICES, WILL BE SENT TO THE MOST RECENT ADDRESS YOU HAVE PROVIDED, AND WILL BE CONSIDERED SUFFICIENT NOTICE TO YOU AND THESE PROCEEDINGS CAN GO FORWARD IN YOUR ABSENCE.

A list of free legal service providers has been given to you. For information regarding the status of your case, call toll free 1-800-898-7180 or 703-305-1662.

Application: I-589, E-42B, E-42A, I-485, I-191, other: _____ due by: 5 ~~NOV 24 2009~~

Attorney brief due by: _____ DHS brief due by: _____ **Bette Kane Stockton**
Immigration Judge

CERTIFICATE OF SERVICE

THIS DOCUMENT WAS SERVED BY: MAIL (M) PERSONAL SERVICE (P)
TO: ALIEN ALIEN c/o Custodial Officer ALIEN's ATT/REP DHS
DATE: 11/12/08 BY: COURT STAFF V3
Attachments: EOIR-33 EOIR-28 Legal Services List Biometrics Served Other

Exhibit 8

000083

HOMAYUN F. ZADEH
ATTORNEY AT LAW

445 WASHINGTON STREET
SAN FRANCISCO, CA 94111

TEL: (415) 421-0303
FAX: (415) 358-4309
EMAIL: ZADEH@SBCGLOBAL.NET

November 26, 2008

Illia Suhaka
1131 Mason Crt. Unit B
San Francisco CA 94130

Dear Illia Suhaka,

A few notes for consideration on your hearing:

Tuesday May 5, 2009 @ 8:30am.

FINGERPRINTS

It is an *essential procedure*. Though we did not process your original application it appears that you had your fingerprints taken after January 2008 therefore your prints will be current on 05/05/2008 and do not have to be fingerprinted again.

If this is not the case then you must have them taken again before your hearing.

FILING DOCUMENTS WITH COURT

Please keep in mind that all court filings are due on April 20, 2009 or will not be considered by the judge. Documents may include but are not limited to proof of your political affiliations, newspaper/magazine articles, doctor & police reports, letters, etc. To allow for timely filing we require that all documents be in our offices no later than April 13, 2009. All documents must be accompanied by a certified English translation.

Yours sincerely,
Law Office Of Homayun Zadeh

Exhibit 8

UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
IMMIGRATION COURT
SAN FRANCISCO, CA

ZADEH, HOMAYUN F.
445 WASHINGTON STREET
SAN FRANCISCO, CA 94111

FILE NO. A089-677-450

DATE: Apr 28, 2009

NOTICE OF CANCELLATION OF IMMIGRATION PROCEEDINGS

RE:SUHAKA, ILLIA

PLEASE TAKE NOTICE THAT THE ABOVE CAPTIONED CASE SCHEDULED FOR A HEARING BEFORE AN IMMIGRATION JUDGE ON May 5, 2009, AT 08:30 A.M. HAS BEEN CANCELLED. YOU WILL RECEIVE NOTICE OF THE NEW DATE AND TIME OF THE HEARING FROM:

THE OFFICE OF THE IMMIGRATION JUDGE
120 MONTGOMERY ST., SUITE 800
SAN FRANCISCO, CA 94104

IF YOU ARE THE ATTORNEY/REPRESENTATIVE OF RECORD, IT IS YOUR RESPONSIBILITY TO ADVISE YOUR CLIENT OF THIS INFORMATION AND TO ASSURE HIS/HER APPEARANCE WHEN THE NEW NOTICE IS ISSUED.

IF YOU ARE THE RESPONDENT/APPLICANT YOU ARE REQUIRED TO APPEAR AT THE DATE, TIME AND ADDRESS INDICATED IN THE NEW NOTICE.

FOR INFORMATION REGARDING THE STATUS OF YOUR CASE, CALL TOLL FREE 1-800-898-7180.

CERTIFICATE OF SERVICE

THIS DOCUMENT WAS SERVED BY: MAIL (M) PERSONAL SERVICE (P)
TO: [] ALIEN [] ALIEN c/o Custodial Officer [] ALIEN's ATT/REP [] INS
DATE: _____ BY: COURT STAFF _____
Attachments: [] EOIR-33 [] EOIR-28 [] Legal Services List [] Other

3R

Exhibit 8

HOMAYUN F. ZADEH
ATTORNEY AT LAW

445 WASHINGTON STREET
SAN FRANCISCO, CA 94111

TEL: (415) 421-0303
FAX: (415) 358-4309
EMAIL: ZADEH@SBCGLOBAL.NET

April 30, 2009

Illia Suhaka
1131 Mason Crt. Unit B
San Francisco CA 94130

Dear Illia Suhaka,

We received notice today that your hearing on Tuesday May 5, 2009 @ 8:30-am **has been cancelled**. There will be no hearing for your case that day. This was done solely by the Judge of the Immigration Court and has no bearing on your case. It is in the Judge's power and discretion to reschedule hearings in order to manage her calendar/schedule.

Your hearing will be rescheduled and we will inform you of the new date and time when we receive the new hearing notice.

Yours sincerely,
Law Office Of Homayun Zadeh

Exhibit 8

NOTICE OF HEARING IN REMOVAL PROCEEDINGS
IMMIGRATION COURT
120 MONTGOMERY ST., SUITE 800
SAN FRANCISCO, CA 94104

RE: SUHAKA, JILLIA
FILE: A089-677-450

DATE: May 13, 2009

TO:

ZADEH, HOMAYUN F.
445 WASHINGTON STREET
SAN FRANCISCO, CA 94111

Please take notice that the above captioned case has been scheduled for a
INDIVIDUAL hearing before the Immigration Court on Nov 24, 2009 at 08:30 A.M. at:

120 MONTGOMERY ST., 8TH FLOOR, COURTROOM 4
SAN FRANCISCO, CA 94104

You may be represented in these proceedings, at no expense to the
Government, by an attorney or other individual who is authorized and qualified
to represent persons before an Immigration Court. Your hearing date has not
been scheduled earlier than 10 days from the date of service of the Notice to
Appear in order to permit you the opportunity to obtain an attorney or
representative. If you wish to be represented, your attorney or representative
must appear with you at the hearing prepared to proceed. You can request an
earlier hearing in writing.

Failure to appear at your hearing except for exceptional circumstances
may result in one or more of the following actions: (1) You may be taken into
custody by the Department of Homeland Security and held for further
action. OR (2) Your hearing may be held in your absence under section 240(b)(5)
of the Immigration and Nationality Act. An order of removal will be entered
against you if the Department of Homeland Security established by
clear, unequivocal and convincing evidence that a) you or your attorney has
been provided this notice and b) you are removable.

IF YOUR ADDRESS IS NOT LISTED ON THE NOTICE TO APPEAR, OR IF IT IS NOT
CORRECT, WITHIN FIVE DAYS OF THIS NOTICE YOU MUST PROVIDE TO THE IMMIGRATION
COURT SAN FRANCISCO, CA THE ATTACHED FORM EOIR-33 WITH YOUR ADDRESS AND/OR
TELEPHONE NUMBER AT WHICH YOU CAN BE CONTACTED REGARDING THESE PROCEEDINGS.
EVERYTIME YOU CHANGE YOUR ADDRESS AND/OR TELEPHONE NUMBER, YOU MUST INFORM THE
COURT OF YOUR NEW ADDRESS AND/OR TELEPHONE NUMBER WITHIN 5 DAYS OF THE CHANGE
ON THE ATTACHED FORM EOIR-33. ADDITIONAL FORMS EOIR-33 CAN BE OBTAINED FROM
THE COURT WHERE YOU ARE SCHEDULED TO APPEAR. IN THE EVENT YOU ARE UNABLE TO
OBTAIN A FORM EOIR-33, YOU MAY PROVIDE THE COURT IN WRITING WITH YOUR NEW
ADDRESS AND/OR TELEPHONE NUMBER BUT YOU MUST CLEARLY MARK THE ENVELOPE "CHANGE
OF ADDRESS." CORRESPONDENCE FROM THE COURT, INCLUDING HEARING NOTICES, WILL BE
SENT TO THE MOST RECENT ADDRESS YOU HAVE PROVIDED, AND WILL BE CONSIDERED
SUFFICIENT NOTICE TO YOU AND THESE PROCEEDINGS CAN GO FORWARD IN YOUR ABSENCE.

A list of free legal service providers has been given to you. For
information regarding the status of your case, call toll free 1-800-898-7180
or 703-305-1662.

CERTIFICATE OF SERVICE

THIS DOCUMENT WAS SERVED BY: MAIL (M) PERSONAL SERVICE (P)
TO: [] ALIEN [] ALIEN c/o Custodial Officer ALIEN's ATT/REP DHS
DATE: 5/13/09 BY: COURT STAFF V3
Attachments: [] EOIR-33 [] EOIR-28 [] Legal Services List [] Other

7

NOV 24 2009

Bette Kane Stockton
Immigration Judge

Exhibit 8

HOMAYUN F. ZADEH
ATTORNEY AT LAW

445 WASHINGTON STREET
SAN FRANCISCO, CA 94111

TEL: (415) 421-0303
FAX: (415) 358-4309
EMAIL: ZADEH@SBCGLOBAL.NET

May 14, 2009

Illia Suhaka
1131 Mason Crt. Unit B
San Francisco CA 94130

RESCHEDULED HEARING, FINGERPRINTS, DOCUMENTS

Dear Illia Suhaka,

As you know the Immigration Court has rescheduled your hearing:

HEARING NOTICE:

Your Individual Hearing is now scheduled for:

TUESDAY, NOVEMBER 24, 2009 @ 8:30AM (please see enclosed).

FINGERPRINTS

You must have your fingerprints taken. Take the enclosed hearing notice with the attached fingerprint notice and a form of valid photo identification to have your fingerprints taken. *Judges of the Immigration Court are denying cases based solely on failure to be fingerprinted. Therefore this is an essential procedure.* Once you complete the process make a copy of the receipt for yourself and send the original stamped receipt to our offices so that we may maintain proof on file. Please do this procedure at your first opportunity.

Important Note on Hearing:

Please keep in mind that all court filings are due on November 9, 2009 or will not be considered by the judge. Documents may include but are not limited to proof of your political affiliations, newspaper/magazine articles, doctor & police reports, letters, etc.

To allow for timely filing we require that all documents be in our offices no later than November 2, 2009. All documents must be accompanied by a certified English translation.

Yours sincerely,
Law Office Of Homayun Zadeh

Exhibit 8

UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
IMMIGRATION COURT
SAN FRANCISCO, CALIFORNIA

In the Matter of)
)
Illia SUHAKA,)
)
Respondent.)
_____)

File No. A089 677 450
In Removal Proceedings

On Behalf of Respondent:
Hodayun F. Zadeh, Esq.
445 Washington Street
San Francisco, CA 94111

On Behalf of DHS:
Michael D. Steinberg, Esq.
Assistant Chief Counsel
San Francisco, CA 94104

DECISION OF THE IMMIGRATION JUDGE
REGARDING RESPONDENT'S MOTION TO REOPEN
REMOVAL PROCEEDINGS AND RESCIND ORDER OF REMOVAL

Respondent was served personally with the Notice to Appear (NTA) dated July 15, 2008 in which he was charged with overstaying his non-immigrant visa pursuant to Sec. 237(a)(1)(B) after having been admitted under Sec. 101(a)(15) of the Immigration & Nationality Act (ACT). Before this court on November 12, 2008, the respondent with current counsel admitted the factual allegations and conceded removability as charged (Exhibit 1). Previously, the respondent had filed an application for asylum with the Asylum Office on June 13, 2008 which had been referred to the Immigration Court (Exhibit 2). In court on November 12, 2008, respondent and counsel were served personally with notice of an Individual hearing on the merits scheduled for May 5, 2009 at 8:30 am (Exhibit 5). On April 28, 2009, the court sent notice that the May 5th hearing date was cancelled (Exhibit 6) and a new notice dated May 13, 2009 was sent to respondent's counsel advising the respondent that his Individual hearing was rescheduled for November 24, 2009 at 8:30 am (Exhibit 7).

On November 24, 2009 respondent was not present in court but his attorney was present. Mr. Zadeh informed the court that he had not had face to face contact with the respondent since sometime in February 2009. He also indicated that when respondent was mailed notice of the hearing scheduled for November 24th it was sent to respondent's last known address of 1131 Mason Court, Apt. B, San Francisco, CA 94130. The written notice was not returned to counsel by the post office. However, when the attorney's office attempted to contact respondent by phone on May 4, 2009, the recording announced that the phone number was no longer working.

Exhibit 9

000032

After having had no contact from the respondent for almost 9 months, counsel received an e-mail dated November 20, 2009 which was the Friday before the Individual hearing. Counsel represented that the e-mail mentioned only financial matters and did not acknowledge the upcoming hearing. Because counsel was out of the office he did not receive the e-mail until the actual morning of the hearing.

The government attorney made a motion to proceed *in absentia* because respondent was not present and his whereabouts were unknown. The court granted the motion and ordered respondent removed to Belarus. The order was served on both attorneys present in court.

On December 28, 2009, counsel for respondent filed a Motion To Rescind In Absentia Order of Removal which is accompanied by respondent's explanation of how he had moved from his prior address and had no fixed address while he was homeless and/or living with friends and acquaintances. It was not until about November 15, 2009 that he obtained a new address which he has provided in this motion. The respondent's affidavit is corroborated by statements from some of respondent's friends. Respondent claims that he did not receive notice of the November 24th, 2009 hearing because he did not have anywhere to receive mail and had failed to advise his attorney of this turn of events. Respondent claims that circumstances changed for him when his mother sent him money recently. It is unexplained how the respondent was able to stay in touch with family in Belarus but not stay in touch with his lawyer in the Bay Area where he has been during these proceedings.

The government attorney filed an opposition to the Motion on December 30, 2009. Government counsel argues that Salta v. INS, 314 F3rd 1076 (9th Cir 2002) is not applicable because there was no claim that Salta moved or changed addresses. The claim was that Salta did not receive the hearing notice delivered through the mail. Instead, this respondent moved and left no forwarding address nor did he have a fixed address where he could get notice. Respondent had received word that his May hearing was cancelled which put him on notice that another date would be set. Yet he did nothing to ascertain the new date.

Likewise, respondent's reliance upon the reasoning of Singh v. INS, 295 F3d. 1037 (9th Cir. 2002) is misplaced. Mr. Singh received notice of the hearing date and time but mistakenly arrived late on the correct date. Because he had significant equities warranting the grant of relief and no reason to delay the proceedings, the court held that exceptional circumstances existed to excuse Mr. Singh's absence.


The respondent's case is drastically different than Mr. Singh's case in that his only relief is an application for political asylum which was referred to the Immigration Court after being found not credible. Respondent had little reason to stay in touch with his attorney, no matter what his personal circumstances were. The respondent has caused the result in this case by failing to stay in contact with his attorney and failing to notify the court or anyone involved in these proceedings where he could be reached. Despite his self-serving admission that he had feelings of guilt and shame, respondent has not established that this constitutes exceptional circumstances, such as a severe mental illness. Therefore, his Motion must be denied.

ORDER

IT IS HEREBY ORDERED that respondent's Motion To Rescind the In Absentia Order of Removal is **DENIED**;

IT IS FURTHER ORDERED that these proceedings remain **CLOSED**.

Date: 1/11/10


Bette Kane Stockton
Immigration Judge

DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR
IMMIGRATION AND CUSTOMS
2010 FEB 12 A 7:35

UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
IMMIGRATION COURT
120 MONTGOMERY ST., SUITE 800
SAN FRANCISCO, CA 94104

ZADEH, HOMAYUN F.
445 WASHINGTON STREET
SAN FRANCISCO, CA 94111

Date: Jan 11, 2010

File A089-677-450

In the Matter of:
SUHAKA, ILLIA

____ Attached is a copy of the written decision of the Immigration Judge. This decision is final unless an appeal is taken to the Board of Immigration Appeals. The enclosed copies of FORM EOIR 26, Notice of Appeal, and FORM EOIR 27, Notice of Entry as Attorney or Representative, properly executed, must be filed with the Board of Immigration Appeals on or before _____. The appeal must be accompanied by proof of paid fee (\$110.00).

____ Enclosed is a copy of the oral decision.

____ Enclosed is a transcript of the testimony of record.


____ You are granted until _____ to submit a brief to this office in support of your appeal.

____ Opposing counsel is granted until _____ to submit a brief in opposition to the appeal.

X Enclosed is a copy of the order decision of the Immigration Judge.

All papers filed with the Court shall be accompanied by proof of service upon opposing counsel.

Sincerely,


Immigration Court Clerk

UL

cc: STEINBERG, MICHAEL D.
120 MONTGOMERY STREET, STE 200
SAN FRANCISCO, CA 941040000

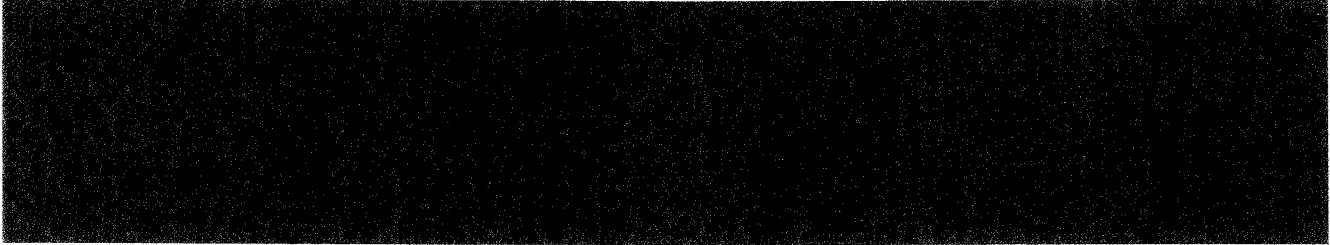
000040

From: **Route 66 Moving & Storage** route66moving.com@gmail.com
Subject: from Mikalai
Date: October 5, 2009 at 10:07 AM
To: H. F. Zadeh zadeh@zadehlaw.net



Mr. Zadeh,

I have strongly recommended you to couple of guys. One of them has taken your email address and is going to contact soon.



By the way, Illia Suhaka seems like to start thinking more serious about his hearing coming soon.

Thank you Mr. Zadeh,
Have a nice day
Skory

P.S. I was told last week that they would _____

--
Tel.: (877) 66 MY MOVE
Tel.: (415) 817 1955
Fax: (858) 408 3461
www.route66moving.com

Exhibit 10

Homayun F. Zadeh
Attorney at Law
445 Washington Street
San Francisco, CA 94111
415 421 0303

RECEIVED
DEPARTMENT OF JUSTICE
J9 DEC 28 PM 3:54
EXECUTIVE OFFICE FOR
IMMIGRATION REVIEW
OFFICE OF THE IMMIGRATION JUDGE
SAN FRANCISCO, CALIFORNIA

Handwritten:
BKS
dbs
11/24/09
m

UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
OFFICE OF THE IMMIGRATION JUDGE
SAN FRANCISCO, CALIFORNIA

Dec28/09 001#02157 SFR-CC
MTR-Reopen \$110.00

In the Matter(s) of:

Illia Subaka

File No(s): A089 677 450

In Removal Proceedings

US DHS
SAN FRANCISCO
RETAIN THIS RECEIPT

3:06PM Dec 28/09
00-0000 001 SFR-CC
#02157

Immigration Judge: Hon. Bette K. Stockton

Date: November 24, 2009
Time: 8:30-12:00

Receipt Copy
A # 89677450
Last Name SUHAKA
First Name ILLIA

MTR-Reopen \$110.00

Check \$110.00

MOTION TO RESCIND IN ABSENTIA ORDER OF REMOVAL

Official

Exhibit 11

Respondent was ordered removed in absentia on November 24, 2009. He is hereby respectfully requesting that the order be rescinded because—being homeless from March 15, to November 15, 2009—respondent's failure to appear can be attributed to exceptional circumstances which also prevented him from receiving appropriate notice.

STATEMENT OF THE LAW AND ARGUMENT

The law at 8 CFR §1003.23(b)(4) (ii) provides that in absentia orders of removal may be rescinded within 180 days "if the alien demonstrates that the failure to appear was because of exceptional circumstances as defined in section 240(e)(1) of the Act."

Section 240(e)(1) of the Act states: "The term 'exceptional circumstances' refers to *exceptional circumstances (such as battery or extreme cruelty to the alien or any child or parent of the alien, serious illness of the alien, or serious illness or death of the spouse, child, or parent of the alien, but not including less compelling circumstances) beyond the control of the alien.*"

Respondent respectfully submits that the harshness of being homeless for eight months amounts to circumstances compelling enough to be exceptional.

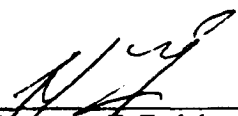
Furthermore, as evidenced by the enclosed statements, respondent's homelessness prevented him from receiving proper notice of his hearing. (Please See Tab A). As such, respondent's request deserves review under *Salta v. INS*, 314 F.3d. 1076 (9th cir. 2002); and *Ramjet Singh v. INS*, 295 F.3d. 1037 (9th Cir. 2002).

The balancing of the equitable factors in this case indicate that respondent did not act in an irresponsible or dilatory manner; and though uninformed of his hearing date, his effort to communicate with counsel just fell short of preventing the harsh consequences of a removal

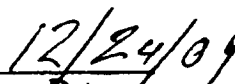
order. While the Court was orally apprised of respondent's email to his counsel, and the counsel's response, on the day of the hearing, copies of this communication showing date and time of transmittal are hereby appended as Tab B.

CONCLUSION

In conclusion respondent requests that his proceedings be reopened as he was unable to appear for good cause.



Homayun F. Zadeh
Attorney for Respondent



Date

TABLE OF CONTENTS

	Page No.
Motion to Rescind In Absentia Order	3
TAB A	
Declarations of Respondent, Friends, and Family	
Declaration of Illia Suhaka	5
Declaration of Mikalai Story (Respondent's former roommate)	8
Declaration of D. Autsiushkevich (Friend of Respondent who offered him shelter)	9
Declaration of U. Kukharchuk (Friend of Respondent who offered him shelter)	10
Declaration of Mabin Mark (Friend of Respondent who offered him shelter)	11
Declaration of Anton Bogdanov (Respondent's roommate as of November 15, 2009)	12
Copy of Bogdanov's Lease to premises now shared with Respondent	13
Copy of Respondent's Mother's email referring to recent difficulties and subsequent improvements	21
TAB B	
Communication with Counsel	
Respondent's email to counsel	23
Counsel's Response	26
Proposed Order	27
Change of Address	28
Proof of Service	29

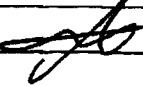
Exhibit 12

To whom it may concern.

My name is Anton Bogdanov.
I reside at 1221 BaySide Dr #A,
SF CA 94130.

Ilia Sughaka has been living
with me in my house since
11-15-2009. His rent is \$500 and
he is current on rent.

Anton Bogdanov



12-11-2009

Exhibit 13

**TREASURE ISLAND
YERBA BUENA ISLAND**

RESIDENTIAL LEASE

I. PARTIES:

THIS AGREEMENT is made on June 24, 2009 between:

Anton Bogdanov

(hereinafter called "Lessee") and The John Stewart Company (hereinafter called "Lessor").

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

II. DESCRIPTION:

The Lessor hereby leases to the Lessee and the Lessee hires from Lessor, on the terms and conditions hereinafter set forth, all the property situated in the County of San Francisco, State of California, described as follows, to wit: Apartment No. 1224-A at Bayside Drive San Francisco, California 94130 (the "Premises").

III. TERM:

The term of the lease shall be for one year beginning May 1, 2009 payable @ **\$\$1,944.00** per month. At expiration of lease term, this lease will not automatically renew.

Lessee hereby acknowledges that the Lessor is a sublessee of the Treasure Island Development Authority and that the Treasure Island Development Authority acquired a leasehold interest to the Premises from the United States Navy under a master lease which pre-dates this lease agreement. Lessee further acknowledges that the residential use of the premises is an interim use and the tenancy created under this lease shall not be permanent. Although Lessor has entered into a seven (7) year sublease with the Treasure Island Development Authority commencing on or about March 1999, nonetheless, Lessee's right to occupy the Premises will be subject to termination under any of the following circumstances: (i) the Authority's master lease with the Navy terminates, (ii) after the expiration of the Initial Term of this Lease, upon thirty-days prior written notice to the Lessee from Lessor for any reason, including the implementation of redevelopment plans by the Authority for the Base. For these reasons, Lessee acknowledges that it may not be entitled to

Initial AVP Initial _____¹⁻³⁵ Initial _____ Initial _____

continue to occupy the Premises beyond the initial one year term of this Lease.

All of said rent shall be paid at the office of the agent of the Lessor, or at such other place as may be designated by the Lessor. All rent is to be paid on the first day of the month for the prospective rental period.

IV. RENTS, LATE CHARGES, RETURNED CHECKS:

All rents are due and payable on or before the first day of each month. All rents shall be paid by check or money order. No cash to be accepted. All rents not paid by the seventh (7th) day of the month incur a late charge of \$100.00. Returned checks will incur a charge of \$50.00, in addition to the late charge. If the 7th of the month falls on a weekend or holiday, the grace period will extend to include the next regular working day. If a rental check is returned by the bank payment of rent by money order or cashier's check is required from residents for a one year period.

V. ASSIGNMENT:

The Lessee shall pay the Lessor said rent in the manner hereinafter specified, and shall not sublet the whole or any part of said premises, nor sell or assign this lease, either voluntarily or by operation of law, nor allow said property to be occupied by anyone contrary to the terms hereof, without the written consent of the Lessor.

VI. DEFAULT:

Should said rent not be paid when due or should the Lessee default in any of the covenants or conditions contained herein, or if the conduct of Lessee or occupants shall be objectionable in the reasonable opinion of the Lessor, the Lessor or his representative may elect to terminate this lease.

VII. USE:

The Lessee shall occupy said demised premises and shall keep the same in good condition including such improvements as be made thereon hereafter, the usual wear and tear excepted, and shall not make any alterations thereon without the written consent of the Lessor and shall not commit or suffer to be committed any waste upon such premises. Lessee agrees to pay for any damage, including appliances and fixtures, caused by any act of negligence of himself or any member of his family or guest.

The premises are leased to the Lessee for the purpose of a residential dwelling. Lessee shall not use, or permit said premises, or any part

Initial ms Initial _____ 2-35 Initial _____ Initial _____

thereof, to be used for any purpose or purposes other than the purpose for which the said premises are hereby leased.

Maximum occupancy of said premises is limited to those named on the lease.

All governmental laws and ordinances shall be complied with Lessee.

VIII. TENANT/LANDLORD:

The Lessee hereby agrees to be bound, as is the landlord, by the amended sections to the Civil Code Sections 1942. The amendments being: Civil Code Sections 1941.1, 1941.2, 1942.1 and 1942.5, which state, among other things, the conditions for making repairs and deducting same from rents owed.

IX. NUISANCE:

The Lessee agrees not to engage in any activities which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, or interfere with the management of the project. Vestibules, hallways, stairways, and other public passages shall not be obstructed by the Lessee or their guests. Persons will not be permitted to run or play on balconies or stairways. Lessee agrees to place garbage and refuse inside the containers provided therefore.

X. MAINTENANCE:

A. The landlord agrees to:

1. Regularly clean all common areas of the project;
2. Maintain the common areas and facilities in a safe condition;
3. Arrange for collection and removal of trash and garbage;
4. Maintain all equipment and appliances in a safe and working order;
5. Make necessary repairs with reasonable promptness;
6. Maintain exterior lighting in good working order;
7. Provide extermination services as necessary;
8. Maintain the grounds.

Initial AVS Initial _____ 3-35 Initial _____ Initial _____

B. The Lessee agrees to:

1. Keep the unit clean, safe and sanitary;
2. Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
3. Not litter the grounds or common areas of the project;
4. Not destroy, deface, damage or remove any part of the unit, common areas or project grounds;
5. Give the landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment, the smoke detector, or any other part of the unit or related facilities.
6. Remove garbage and other waste from the unit in a clean and safe manner as instructed by management. Trash pick up procedures vary depending upon location and may be amended from time to time; and
7. Not engage in or permit unlawful activities in the unit, in the common areas or on the project grounds.

XI. NOTICES:

The Lessee will at all times cooperate with any reasonable House Rules which Lessor has, or may from time to time, furnish Lessee or post conspicuously on Lessor's premises. The Lessee by affixing his signature below acknowledges the receipt of a copy of the House Rules.

XII. HOLD HARMLESS:

Lessee hereby waives all claims against Lessor for damages to property or injuries to persons, including Lessee, in or about said premises; and Lessee will hold Lessor harmless from any damage or injury to persons or property arising from the use of premises by Lessee.

XIII. LEGAL FEES:

Should the Lessor be compelled to commence or sustain an action at law to collect said rent, or parts thereof, or for an unlawful detainer, or because of any other breach of this lease, the Lessee shall pay to the Lessor a reasonable attorney's fee for which shall be fixed by the Court.

4-35

Initial XVLS Initial _____ Initial _____ Initial _____

XIV. WAIVERS:

The waiver by the Lessor of any covenant or condition herein contained shall not vitiate the same or any other covenant or condition contained herein and the successors, and assigns of the respective parties hereto.

XV. SURRENDER CONDITION:

At the expiration of said term, or the sooner determination thereof, the Lessee shall peacefully quit and surrender possession of said premises in as good condition as reasonable use and wear thereof permit.

XVI. DEPOSIT FEES:

Lessee agrees to deposit with the Lessor, on or before occupancy, the sum of \$932 as security deposit. This sum shall be held by the Lessor as security for the faithful performances by the Lessee of the terms, covenants and conditions of this lease by Lessee to be kept performed during the term hereof. In the event of the failure of Lessee to keep and perform all of the terms covenants, and conditions of this lease, then, at the option of the Lessor, said Lessor may appropriate and apply said deposit, or so much thereof by Lessor due to such breach on the part of Lessee. Should Lessee comply with all of said terms, covenants, and conditions and promptly pay the entire rental herein provided for as it falls due, and all other sums payable by Lessee occupancy in accordance with California State law. A unit is considered vacated after all personal belongings have been removed and unit keys returned. DEPOSIT MAY NOT BE USED AS LAST MONTH'S RENT.

XVII. LEGAL NOTICE:

All notices to be given to Lessee must be given in writing personally or by depositing same in the United States mail, postage prepaid, and addressed to Lessee at the said premises, whether or not Lessee has departed from, vacated, or abandoned said premises.

XVIII. INSPECTION:

The Lessor, its agent and/or employees may enter said premises at reasonable times to inspect, clean, repair, or show the premises to prospective tenants, purchasers or lending institutions. The Lessee agrees to allow access and occupancy to workmen for redecorating, repairing or remodeling of the premises for such time as is necessary. Additional door locks may not be installed or altered without written permission from Lessor. Lessor will provide 24 hours notice of intent to enter unit except in

emergency, when Lessor may enter immediately. Lessor is to leave notice to Lessee that Lessor entered the unit.

Landlord's agent shall make an annual inspection of all facilities and units. Agent shall designate a day when such inspection shall be made and so notify the resident at least five days prior thereto.

XIX. NOTICE TO VACATE:

A thirty (30) day written notice of the Lessee's intention to vacate the premises must be given to the Lessor. Any deposits that the Lessee may have on deposit with the Lessor are not to be considered the Last Month's rent. Refunds of security deposits will be made by Lessor after the premises are vacated. Lessor may terminate this lease if any local, state or federal agency orders the vacancy of the premises for health or safety reasons.

XX. UTILITIES:

Lessor will provide for utilities water, sewer, electricity, gas and garbage removal.

XXI. HAZARDOUS MATERIALS:

Lessor will not allow the storage of any hazardous materials on or around the premises and will not cause materials to be released anywhere on the property.

XXII. ACKNOWLEDGEMENT OF INAPPLICABILITY of the San Francisco Residential Rent Stabilization and Arbitration Ordinance No. 276-79 (hereinafter called "Ordinance"):

Lessee hereby acknowledged and agrees that because the rents for housing units on Treasure Island and Yerba Buena Island are set by a governmental authority the Treasure Island Development Authority, housing units on Treasure Island and Yerba Buena Island are exempt from the provisions of the San Francisco Rent Stabilization and Arbitration Ordinance. Notwithstanding the foregoing, (i) upon the renewal or extension of this Lease (but not after any vacancy or termination), the Rent noted in Section III above will not be increased by an amount or at a rate greater than as would be permitted under the Ordinance, and (ii) Lessor shall not seek to evict or otherwise recover possession of the Premises from the Lessee unless such action is based on one of the reasons set forth below:

6-35

Initial AMS Initial _____ Initial _____ Initial _____

18

1. The tenant has failed to pay the rent to which the landlord is lawfully entitled under the oral or written agreement between the tenant and landlord or habitually pays the rent late or gives checks which are frequently returned because there are insufficient funds in the checking account; or
2. The tenant has violated the lawful obligation or covenant of tenancy and failed to cure such violation after having received written notice thereof from the landlord; or
3. The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or tenant in the building, and the nature of such nuisance, damage or interference is specifically stated by the landlord in writing; or
4. The tenant is using or permitting a rental unit to be used for any illegal purpose; or
5. The tenant has after written notice to cease, refused the landlord access to the rental unit s required by state or local law; or
6. A subtenant or other person not approved by landlord is occupying the rental unit; or
7. The term of the lease has expired; or
8. The reasons set forth in Section III of this lease.

This provision is not intended to impose, nor shall it be construed as requiring, Compliance with any of the procedural or administrative requirements of the Ordinance, including, but not limited to the requirements of Sections 37.1(a)(3), (5), (11), (12) and (14) of the Ordinance. Tenant further acknowledges and agrees that nothing herein shall impose the jurisdiction of the Ordinance on this Lease, nor is it intended to imply that any rules, policies or precedents of the Ordinance apply to this Lease.

7-35

Initial AVD Initial _____ Initial _____ Initial _____

19

XXIII. AUTHORIZED OCCUPANTS

Anton Bogdanov

Name _____

Name _____

Name _____

Name _____

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this lease as of the date and year first above written.

TREASURE ISLAND / YERBA BUENA ISLAND LESSOR:

By: 
Administrator

7/7/09
(Date)

LESSEE (all persons 18 years of age and older must sign):

By: 

6/25/09
(Date)

By: _____
(Date)

By: _____
(Date)

By: _____
(Date)

Hello son! How are you? What's new? I am not feeling well, as you probably have heard we have a flu epidemic here. Hope, you are feeling better. How is your heart? Is your blood pressure unstable? If possible I will try to send you medication. Everyone here says "Hi" to you, and asking about you.

Of course you know about the problems between Boris and me. Lately, we are not arguing as much. I am so tired. As of October I have restarted my business again, and have been devoting most of my time to it, just so that I would not think about my recent problems. Business is doing well, so now I am able to send you money. I know that you are going through very hard times, and I worry about you very much. You know that you are the most important thing in my life. I am doing everything to help you. Now you are the only man in my life, the only support, love and purpose.

I know that this is probably the hardest time in your life. I worry about you very much. But no matter how bad and tough things are now, remember that you are not alone, I am always with you, regardless of the great distance between us.

I worry about you, but I believe in you and I try to think positively. Son, you will be able to achieve your goals! I pray for you every day. I miss you and I want to see you very much, but unfortunately life has arranged things in such a way that we can not be near each other at this moment. If I only could see your face. Take care of yourself. I love you very much.

Your Mom.

I Vadim Zakharov am competent to translate from Russian into English and certify that the translation of this document is true and accurate to the best of my abilities.

Signature



Date

12/15/2009

Exhibit 14



Привет,сын!

From: "7a0b-7f07-ec-c1-d2-c9-d3-c1_0f3-ce-d9-d4-cb-c9-ce-c17" Mon Dec 7 23:29:41 2009

s.8a@yaho.com via 67.195.8.156; Mon, 07 Dec 2009 15:29:43 -0800
 <s.8a@yaho.com>
 (MVI)jctmL2dcmW25eb.vGUCv@100eql.by_ewibm138La2Gz1cv69JmucO.LaA32by1dEUchd4gPhRTTY1YMPH0U8Lhg8jX9yCSum2mL_v_LibjAR8M0oqhgDmw7cd0V1gyeH3oer_nGPM10m .
 (217.69.126.178)
 ms1064.mail.ec4.yahoo.com from=mail.ru; dim=neutral (no sig); from=mail.ru; dim=neutral (no sig)
 from 127.0.0.1 (ENLO F253.mail.ru) (217.69.126.178) by ms1064.mail.ec4.yahoo.com with SMTP; Mon, 07 Dec 2009 15:29:42 -0800
 from mail by f253.mail.ru with local id 180418-00 for s.8a@yaho.com; Tue, 08 Dec 2009 02:29:41 +0300
 from [82.209.130.188] by vln.mail.ru with HTTP; Tue, 08 Dec 2009 02:29:41 +0300
 =7a0b-7f07-ec-c1-d2-c9-d3-c1_0f3-ce-d9-d4-cb-c9-ce-c17~<sp8bna_larisa@mail.ru>
 s.8a@yaho.com
 =7a0b-7f07-ec-c1-d2-c9-d3-c1_0f3-ce-d9-d4-cb-c9-ce-c17~<sp8bna_larisa@mail.ru>
 1.0
 #POP 198-198 2.19
 [82.209.130.188]
 Tue, 08 Dec 2009 02:29:41 +0300
 0:1:201:201:0
 =7a0b-7f07-ec-c1-d2-c9-d3-c1_0f3-ce-d9-d4-cb-c9-ce-c17~<sp8bna_larisa@mail.ru>
 text/plain; charset=iso8859-1
 8bit
 <E180418-000418-00.sp8bna_larisa@mail.ru>f253.mail.ru>
 Not detected
 Oh
 1014

Привет, сын! Как у тебя дела? Что нового? Я немного заболела, ведь ты неверно слышал, что у нас зима. Надеюсь, что твоё самочувствие уже лучше. Как твоё сердце? По-прежнему ты знаешь о наших проблемах с Борисом, но сейчас мы уже не так часто ругаемся, я устала. С октября я снова возобновила бизнес, поэтому я вся ушла в работу, чтобы тебе помочь. Теперь ты единственный источник в моей жизни, единственная опора, любовь и смысл. Я знаю, что сейчас не самое лучшее время в твоей жизни. Я очень беспокоюсь за тебя. Но как бы не было плохо и трудно, помни, что ты не один, я всегда с тобой, несмотря на болель. Я очень за тебя переживаю, но я верю в тебя и стараюсь думать только о хорошем. Скорее, у тебя всё получится! Я молюсь за тебя каждый день. Я скучаю по тебе, очень хотела бы и твою маму.

Exhibit 14

Part D. Your Signature.

I certify, under penalty of perjury under the laws of the United States of America, that this application and evidence submitted with it are all true and correct. Title 18, United States Code, Section 1546(a), provides in part: "Whoever knowingly makes under oath, or as permitted under penalty of perjury under Section 1746 of Title 18, United States Code, knowingly subscribes as true, any false statement with respect to a material fact in an application, affidavit, or other document required by the immigration laws or regulations prescribed thereunder which fails to contain any reasonable basis in law or fact - shall be fined in accordance with this title or imprisoned for up to 25 years. I authorize the release of any information from my immigration record that I believe is necessary for Citizenship and Immigration Services (USCIS) to determine my eligibility for the benefit I am seeking."



WARNING: Applicants who are in the United States illegally are subject to removal if their asylum or withholding claims are not granted by an asylum officer or an immigration judge. Any information provided in completing this application may be used as a basis for the institution of, or as evidence in, removal proceedings even if the application is later withdrawn. Applicants determined to have knowingly made a frivolous application for asylum will be permanently ineligible for any benefits under the Immigration and Nationality Act. You may not avoid a frivolous finding simply because someone advised you to provide false information in your asylum application. If filing with USCIS, unexcused failure to appear for an appointment to provide biometrics (such as fingerprints) and your biographical information within the time allowed may result in an asylum officer dismissing your asylum application or referring it to an immigration judge. Failure without good cause to provide DHS with biometrics or other biographical information while in removal proceedings may result in your application being found abandoned by the immigration judge. See sections 208(d)(5)(A) and 208(d)(6) of the INA and 8 CFR sections 208.10, 1208.10, 208.20, 1003.47(d) and 1208.20.

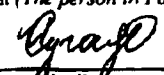
Print your complete name. ILLIA SUHAKA	Write your name in your native alphabet. ИЛЛЯ СУАКА
--------------------------------------------------	---------------------------------------------------------------

Did your spouse, parent or child(ren) assist you in completing this application? No Yes (If "Yes," list the name and relationship.)

(Name)	(Relationship)	(Name)	(Relationship)
--------	----------------	--------	----------------

Did someone other than your spouse, parent or child(ren) prepare this application? No Yes (If "Yes," complete Part E.)

Asylum applicants may be represented by counsel. Have you been provided with a list of persons who may be available to assist you, at little or no cost, with your asylum claim? No Yes

Signature of Applicant (The person in Part A.1.)
 []
 Sign your name as it all appears within the brackets

06/07/2008
 Date (mm/dd/yyyy)

Part E. Declaration of person preparing form, if other than applicant, spouse, parent or child.

I declare that I have prepared this application at the request of the person named in Part D, that the responses provided are based on all information of which I have knowledge, or which was provided to me by the applicant, and that the completed application was read to the applicant in his or her native language or a language he or she understands for verification before he or she signed the application in my presence. I am aware that the knowing placement of false information on the Form I-589 may also subject me to civil penalties under 8 U.S.C. 1324c and/or criminal penalties under 18 U.S.C. 1546(a).

Signature of Preparer		Print Complete Name of Preparer	
Daytime Telephone Number ()		Address of Preparer: Street Number and Name	
		Exhibit 15	
Apt. No.	City	State	Zip Code


Part F. To be completed at asylum interview, if applicable.

NOTE: You will be asked to complete this Part when you appear for examination before an asylum officer of the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS).

I swear (affirm) that I know the contents of this application that I am signing, including the attached documents and supplements, that they are all true or not all true to the best of my knowledge and that correction(s) numbered 1 to 6 were made by me or at my request. Furthermore, I am aware that if I am determined to have knowingly made a frivolous application for asylum I will be permanently ineligible for any benefits under the Immigration and Nationality Act and that I may not avoid a frivolous finding simply because someone advised me to provide false information in my asylum application.

Signed and sworn to before me by the above named applicant on:


Signature of Applicant
ИЛЪЯ СУГАКО
Write Your Name in Your Native Alphabet

09 JUL 2008
Date (mm/dd/yyyy)

Signature of asylum officer
ZSF-110

Part G. To be completed at removal hearing, if applicable.

NOTE: You will be asked to complete this Part when you appear before an immigration judge of the U.S. Department of Justice, Executive Office for Immigration Review (EOIR), for a hearing.

I swear (affirm) that I know the contents of this application that I am signing, including the attached documents and supplements, that they are all true or not all true to the best of my knowledge and that correction(s) numbered ___ to ___ were made by me or at my request. Furthermore, I am aware that if I am determined to have knowingly made a frivolous application for asylum I will be permanently ineligible for any benefits under the Immigration and Nationality Act and that I may not avoid a frivolous finding simply because someone advised me to provide false information in my asylum application.

Signed and sworn to before me by the above named applicant on:

Signature of Applicant

Write Your Name in Your Native Alphabet

Date (mm/dd/yyyy)

Signature of immigration judge

Exhibit 15

Letter — Inbox



Mr. Illia Suhaka @

February 2, 2011 at 10:58 AM

To: HF Zadeh
Letter

Hello! Please text me as soon as you read it. Thank You!



U.S. Department of Justice

Executive Office for Immigration Review

*Board of Immigration Appeals
Office of the Clerk*

*5107 Leesburg Pike, Suite 2000
Falls Church, Virginia 22041*

Exhibit 16

**SUHAKA, ILLIA
1131 MASON COURT, UNIT B
SAN FRANCISCO, CA 94130-0000**

**DHS/ICE Office of Chief Counsel - SFR
P.O. Box 26449
San Francisco, CA 94126-6449**

Re: Hello! — Sent

HF Zadeh

To: Mr. Illia Suhaka

Re: Hello!

December 15, 2012 at 2:57 PM

Hi Illia,

I was out of town, and didn't make it back in time yesterday to talk to you. I know that you already heard the ninth circuit has denied your case. I can call you after 4:30 to discuss what this means, so let me know if you're available then.

Meanwhile, I am attaching the brief I submitted for you to the ninth circuit because I filed it electronically from the same computer I'm using now to write this email. Even though the court didn't agree with our arguments, you might want to take a look at it before we speak. I will also speak to Nadja to get you a copy of your file ASAP.

Again don't forget to let me know when is a good time for us to talk.

H. F. Zadeh

zadeh@zadchlz.net

On Dec 14, 2012, at 4:49 PM, Illia Suhaka <s.illia@yahoo.com> wrote:

Hello! Also how can i receive copy of my case? Thank You!



Suhaka
OpeningBrief.pdf

Exhibit 16

Re: Response To Allegations of Ilia Suhaka
Case No. 15-O-13051
From: Homayun F. Zadeh (SBN 170667)

1. Allegation & Denial

1. In a letter from the State Bar dated July 30-31, 2015, Mr. Suhaka asserts that I failed to effectively represent him by failing to stay in touch with him, contact him, or return his phone calls. The opposite of these allegations is true and is proved through the enclosed documents.

2. Documents Contradicting The Allegation

1. Far from attempting to contact me, Mr. Suhaka admitted that he was deliberately seeking to avoid any contact with me.
 1. Mr. Suhaka swore under penalty of perjury that for the period March to November 2009, he was purposely avoiding me. (See Exhibit 1, Declaration of Illia Suhaka Concerning His Failure To Appear, paragraphs 1-3, & 13, underlined for emphasis.)
 1. Mr. Suhaka admitted to both the court and to me that he was homeless during this period. (See Exhibit 1, Paragraph 1.)
 2. Mr. Suhaka broke communication with me so completely during this period that he even failed to pick up the letters my office mailed to his last known address. (See Exhibit 1, Paragraph 2.)
 3. The only instance where Mr. Suhaka could be induced to view any communication from me came about through the efforts and intercession of a third party, his former roommate. (Ibid.)
 4. Mr. Suhaka failed to pick up all but one of the letters my office sent him after March 5, 2009. That letter was finally given to him by his former roommate sometime in mid-November 2009). (See Exhibit 1, Paragraph 12.)
 5. Because he had failed to pay me, Mr. Suhaka chose to delay contacting me for some days, even after his former roommate gave him my letter. Instead he waited until November 20, 2009, (the Friday before his Monday hearing) to send me an email apologizing for his failure to contact. (See Exhibit 1, Paragraph 13.)
 6. The above establish beyond any doubt that Mr. Suhaka failed to contact me for a period longer than six months.
 2. In his first attempt at contact me on November 20, 2009, Mr. Suhaka openly apologizes for his lack of communication, but more importantly, for

the first time he also supplied an email address through which he could be contacted. (See Exhibit 2, Email of Mr. Suhaka dated November 20, 2009, and my email in response.)

3. As a result of his decision to remain incommunicado Mr. Suhaka failed to appear for his rescheduled hearing and was ordered deported in absentia. I did file a motion to rescind the Immigration Judge's (IJ) order of removal on his behalf. In denying the motion, the IJ acting as factfinder based her decision on the following interpretation of what transpired. Her findings of fact then became part of the case's record and were relied on by every subsequent reviewing forum. The IJ found:
 1. That Mr. Suhaka's had failed to call me because his phone had been disconnected for some months. (See Exhibit 3, Decision of the Immigration Judge Regarding Respondent's Motion To Reopen Removal Proceedings And Rescind Order of Removal, p. 1, Paragraph 2.)
 1. Taken in conjunction with Exhibit 1 where Mr. Suhaka confesses his inability to contact anyone, including family members, it becomes obvious that it would be impossible for me to return any of his telephone calls if none was never made.
 2. That while Mr. Suhaka had no address at which to receive mail, he failed to advise "his attorney" of this fact. (See Exhibit 3, p. 2, Paragraph 3.)
 3. Mr. Suhaka "caused" himself to be deported by "failing to stay in contact with is attorney". (Id., Paragraph 6.)
 4. That in addition to failing to stay in contact with his attorney, Mr. Suhaka failed to "notify the court or anyone involved in these proceedings" about his homelessness. (Ibid.)
 4. In addition to his personal confession and the IJ's corresponding findings of fact, Mr. Suhaka submitted affidavits from a former roommate and three friends to further evidence his homelessness, hence inability to communicate.
 1. A former roommate swore under penalty of perjury that Mr. Suhaka was incommunicado to him for the period March to November 2009. (See Exhibit 4, Declaration of Mikalai Skory.)
 2. Three other friends who from time to time would allow Mr. Suhaka to sleep under their roof also filed sworn affidavits to establish he was homeless. (See Exhibit 4, Declarations of D. Antsiushkevich, V. Kukharchuk, and M. Mark, all attesting to Mr. Suhaka's homelessness.)
 5. In an attempt to reassure the court that he will not miss future hearings because he was no longer homeless, Mr. Suhaka provided a statement from

Anton Bogdanov stating that they were sharing quarters as of November 15, 2009, and a copy of Mr. Bogdanov's Lease. (See Exhibit 5, Declaration of Anton Bogdanov and Treasure Island, Yerba Buena, Residential Lease.)

3. Ineffective Assistance

1. Considering the broad scope of the allegations against me together with the evidence submitted here, a charge of ineffective assistance of counsel becomes a logical impossibility.
 1. Mr. Suhaka's application for political asylum was not prepared by my office. He retained my services only after his file had been referred to immigration court.
 2. Mr. Suhaka's failure to appear meant that no court hearing on the merits of his case was ever held for me to represent him in one. Consequently other than apprising him of his oncoming hearing, which by Mr. Suhaka's own confession was timely and conscientiously effected but to which he failed to respond, no other scenario is possible wherein I were called upon to perform an act or service, and failed to do so.

4. On Timing and Sufficiency Of Documents

1. Please be aware that I am not in receipt of any earlier letter. However please note, I am presently the sole day to day caregiver to a terminally ill parent who is nevertheless quite capable of creating havoc in such daily activities as preparing dinner or collecting the mail.
2. In 2010 due to poor health I closed my office and stopped the practice of immigration law.
3. At the time less than a handful of client files were active. Every client, including Mr. Suhaka, was given their file and advised to obtain other counsel. As I knew I would no longer be practicing no files were kept. The documents that I have submitted here were printed from scans of those client files that I had transfer to my home computer as the office wound down.
4. I am at present unable to present any proof on how many times I met with Mr. Suhaka. I can however represent that we did not meet frequently, but as evidenced by the foregoing through no fault of mine. As the foregoing also makes clear, it was Mr. Suhaka who was avoiding me rather than vice versa.
5. All electronic calendaring information about all my clients was entered into an electronic database which has since gone off line, but a copy of all data does exist on backup drives. The licenses for the database to read this information have not been renewed for years. To reactivate the database would require an outlay of thousands of dollars.

6. Under these the current trying circumstances, I request that should a review of this response fail to completely establish the complete falsity and utter spuriousness of the charges against me, I respectfully be given an opportunity to revive the existing electronic records at prohibitive cost.

I swear under penalty of perjury that the foregoing is true to the best of my knowledge and recollection. Executed in San Francisco, California on Friday August 7, 2015.



Homaun F. Zadeh

CERTIFICATE OF SERVICE

**In the Matter of Hodayun F. Zadeh
CASE NUMBER 15-O-13051**

I, the undersigned, declare that I am over 18 years of age, whose business address is %
Hodayun Zadeh, 1024 Oak Street, San Francisco, California 94117. I am a citizen of the
United States. I further declare that I am not a party to this action; and that I am not
registered as a process server; and

That on the date below I served the original/a true copy of the attached:

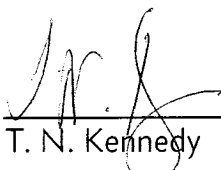
WRITTEN ANSWER TO NOTICE OF DISCIPLINARY CHARGES

in the above captioned case in person to:

State Bar Court of California
George Hue
180 Howard Street 6th Floor
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct. Executed at San Francisco, California, on the date shown below.

Dated: 02/16/2016

By: 
T. N. Kennedy

CERTIFICATE OF SERVICE

**In the Matter of Homayun F. Zadeh
CASE NUMBER 15-O-13051**

I, the undersigned, declare that I am over 18 years of age, whose business address is % Homayun Zadeh, 1024 Oak Street, San Francisco, California 94117. I am a citizen of the United States. I further declare that I am not a party to this action; and that I am not registered as a process server; and

That on the date below I served the original/a true copy of the attached:

WRITTEN ANSWER TO NOTICE OF DISCIPLINARY CHARGES

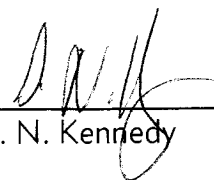
in the above captioned case in person to:

State Bar of California
Office of Chief Trial Counsel
Erica M. Dennings
180 Howard Street
San Francisco, CA 94105

State Bar Court of California
George Hue
180 Howard Street 6th Floor
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Francisco, California, on the date shown below.

Dated: 02/19/2016

By: 
T. N. Kennedy