

July 27, 2021

VIA: FedEx

USCIS
Vermont Service Center
ATTN: VAWA/T/U Division
75 Lower Welden Street
St. Albans, VT 05479-0001

RE: Response to Request for Evidence
Applicant: S.A.A.
XXXX-XXX-XXX
Receipt No.: EAC180XXXXXXXX

To Whom It May Concern:

Please be advised that this firm represents Ms. S.A.A. in all her immigration matters. Form G-28 is on file; a courtesy copy is enclosed herein. *See* Exh. 3. We are in receipt of the Request for Evidence (“RFE”) issued by United States Citizenship and Immigration Services (“USCIS”) on March 5, 2021, *see* Exh. 1, and enclose our response herein.

Please note that, pursuant to USCIS’s COVID-19 flexibility policy, for an RFE that was issued between March 1, 2020 and September 30, 2021, USCIS will consider the response to be timely if it is received within 60 calendar days of the deadline. *See* Exh. 2. Because this RFE was issued on March 5, 2021 and the due date was on June 1, 2021, USCIS has extended this deadline to July 31, 2021. Because July 31, 2021 falls on a Saturday, the deadline is now Monday, August 2, 2021. Accordingly, this response is timely-filed.

In response to the RFE, please find enclosed the following:

1. Request for Evidence. Please note that we have numbered the paragraphs in the body of the RFE, in order to more easily and clearly respond to the erroneous statements made therein.
2. USCIS COVID-19 flexibility policy.
3. Courtesy copy of undersigned counsel’s Form G-28, originally submitted on November 22, 2017 with Ms. A.’s I-360 self-petition.

4. Copy of Ms. A.'s divorce decree from her now ex-husband, A.Y.
5. Supplemental sworn statement of S.A.A. Ms. A. explains each of the issues discussed in the RFE, including: (a) the distance between the three locations she resided at in 2015 and her place of work; (b) why her neighbors would not have recognized her husband, who regularly worked night shifts and double shifts and thus entered and exited the apartment at odd hours; (c) whether her leases were signed by hand or electronically; and (d) what the inside of her shared residence with Mr. Y. looked like.
6. IRS account transcripts showing that Ms. A. filed her taxes in 2015 as "married filing jointly" and in 2016 as "married filing separately."
7. Full lease agreement for [Address 1] from August 13, 2015 to July 31, 2016. The lease agreement was signed in person, by hand, by Ms. A. and Mr. Y., in the presence of property manager F.R.
8. Copy of the money order used for the security deposit for [Apartment 1], issued on July 28, 2015 and signed by Ms. A. and Mr. Y. The copy bears an annotation from F.R. that he received the original money order.
9. Homeowner's insurance policy for [Apartment 1], covering the period from August 8, 2015 to August 8, 2016, showing that Ms. A. and Mr. Y.'s mailing address and the property covered by the insurance policy were the same.
10. Full lease agreement for [Apartment 1] from August 1, 2016 to July 31, 2017. The lease agreement was signed online, electronically, by Ms. A. for both parties, so that she would not have to see Mr. Y. in person after suffering months of abuse at his hands.
11. Maps demonstrating the distance between Ms. A.'s place of work and [Apartment 2] (where Ms. A. lived with her aunt from September 2010 to August 2015); [Apartment 3] (where Ms. A. lived with Mr. Y. from May 2015 to August 2015); and [Apartment 1] (where Ms. A. lived with Mr. Y. from August 2015 to May 2016).
12. Additional photos of Ms. A. and Mr. Y. taken during their relationship.
13. Letters of support from various friends and family, confirming that Ms. A. and Mr. Y. lived together at [Apartment 1] and describing their shared residence, as well as each writer's personal knowledge of their relationship, including:

- a. H.A.T., Ms. A.'s mother.
- b. T.T.B., Ms. A.'s aunt.
- c. Y.A., Ms. A.'s aunt.
- d. N.J., Ms. A.'s former supervisor at [Employer].
- e. S.G., Ms. A.'s friend and coworker.
- f. S.T., Ms. A.'s friend and coworker.
- g. G.B., Ms. A.'s friend.
- h. G.T., a friend of Ms. A. and her family.
- i. E.H., a friend of Ms. A. and her family.

I. INTRODUCTION

S.A.A. was born on [Date] in [City], Ethiopia. *See* Initial Filing (“IF”), Tab 8. She has resided in the United States since 2010, having entered the US on her valid F-1 visa on September 3, 2010. *Id.* She attended [College] and graduated with an associate’s degree in respiratory care in 2014. *See* 2019 RFE Response (“2019 Resp.”), Tab 5. She is a certified respiratory therapist licensed to practice by the Washington State Department of Health. *Id.*, Tab 6. Over the last year and half, she has poured herself into saving lives during the COVID-19 pandemic and is now partnering with local health departments to offer community education on vaccines. *See* 2021 RFE Response (“2021 Resp.”), Tab 5.

Ms. A. has succeeded in her career and in caring for her community despite the emotional, sexual, and financial abuse she suffered at the hands of her now ex-husband, A.Y. IF, Tab 10. After gambling away the couple’s savings, Mr. Y. demanded control over Ms. A.’s finances and would become aggressive with her whenever she refused to give him money. *Id.* He regularly insulted her and caused her severe emotional harm, not only with his words but with repeated attempts to sexually assault her. *Id.* Ms. A. finally found the strength to end their relationship after Mr. Y. was unfaithful to her and then threatened her life if she did not respond to his calls. *Id.*

Because of the abuse she suffered at Mr. Y.’s hands, Ms. A. filed an I-360 self-petition under the Violence Against Women Act (“VAWA”) on November 22, 2017. That petition remains pending nearly four years later. On March 5, 2021, USCIS issued the present RFE, (“2021 RFE”) stating that Ms. A. had not provided sufficient evidence with her VAWA self-petition to demonstrate that she had resided with Mr. Y. The 2021 RFE includes a review of all the evidence Ms. A. submitted with her initial filing, and it goes on to complete a truly nonsensical analysis, finding that each piece of evidence somehow does not demonstrate a shared residence.

The 2021 RFE requests additional evidence that Ms. A. resided with Mr. Y., potentially including joint leases, mortgages, or rental agreements; insurance policies listing a common address; utility invoices listing a common address; bank statements, tax records, and financial documents listing a common address; and affidavits of family and friends. 2021 RFE at 4, ¶ 17. Ms. A. has included as much additional evidence as she has been able to gather, and, when taken into consideration with the evidence from the initial filing (which was sufficient in and of itself to establish a shared residence as clarified and discussed below), USCIS should find that Ms. A. shared a residence with Mr. Y. and approve her VAWA self-petition.

II. 2021 RFE AND RESPONSE

The RFE alleges that Ms. A. has not demonstrated her VAWA eligibility because she has not provided sufficient evidence that she resided with Mr. Y. It is apparent that USCIS has opted to willfully disregard the true evidentiary weight of Ms. A.'s initial evidence. As such, we have opted to address the RFE paragraph by paragraph to discuss why USCIS is incorrect and why Ms. A.'s VAWA self-petition should be approved.

A. 2021 RFE ¶ 4

In ¶ 4 of the 2021 RFE, USCIS states that Ms. A.'s affidavit from her initial filing is not reliable. This assertion is based on Ms. A.'s original sworn statement, where she writes that, from May of 2015 to August of 2015, she stayed at [Apartment 2] on work nights because it was closer to her place of employment than the first apartment she shared with Mr. Y. at [Apartment 3]. But then, in August of 2015, she moved to [Apartment 1], which was even farther from work than the [Apartment 3] residence.

It should be noted that Ms. A. has never stated that she and Mr. Y. selected the apartment at [Apartment 1] because it would be closer to her place of work. In her initial sworn statement, Ms. A. wrote: "Our goal was to find a place that was less expensive, that way we could afford for me to have a longer commute." IF, Tab 10, ¶ 16. She was clear that the issue was about finances, not distance, although Ms. A. disliked having to drive so far. Ms. A. explains further in her supplemental affidavit:

"A. and I looked for an apartment that was suitable for us both in terms of distance from work, safety, parking availability, and price...A. and I decided to expand our search area more to include SeaTac because it was much less expensive but was still safe. I wanted to find a place closer to my workplace in Everett than SeaTac. However, we could not find a place that was affordable and close to my work. Also, if we lived closer to my work, it would have meant that A. would have had to drive more than 30 miles to his work while tired because he worked the night shift. I did

not want A. to have to drive a long distance in the dark while tired because I worried he would have an accident. A. also worked more days than I did: he would work at least five days, and sometimes more when he picked up extra shifts, while I only worked three days. I also worked the day shift, where he would work nights. Because I worked the day shift and had to commute fewer days per week, we decided it would be better for me to have to commute the longer distance.”

2021 Resp., Tab 5, ¶ 4.

In her supplemental affidavit, Ms. A. makes it clear that she did indeed live further from her place of work once she and Mr. Y. moved to [Apartment 1], but that it was a decision they made jointly after taking into consideration their finances and the location of Mr. Y.’s employment, as well as Ms. A.’s. The fact that [Apartment 1] was farther from work than [Apartment 2] does not belie the fact that Ms. A. did in fact live in each location.

B. 2021 RFE ¶ 5

In ¶ 5 of the RFE, USCIS states that, during a site visit on June 20, 2016, a neighbor was not able to identify Mr. Y. when shown a photo of him. The neighbor allegedly said that he had seen a different man come and go. Ms. A. has already provided a plausible explanation for this, namely, that Mr. Y. worked night shifts and often worked double shifts, which meant that he came and went from the apartment at a different schedule than most people who work 9 to 5. IF, Tab 10, ¶ 21. It is completely understandable that a neighbor would not have known him, given that he left the house in the middle of the afternoon for a 2:00 PM shift and did not arrive at home until after he completed a 6:00 AM shift.

Ms. A. explains further in her supplemental affidavit:

“A. worked the double night shift most of the time. That means that he worked from 2:00 PM to 6:00 AM. It took A. a little more than 10 minutes to get to and from work. He left our house to go to work between 1:30 and 1:40 PM to clock-in by 2:00 PM. He usually got home after his shift between 6:15 and 6:30 AM when he was working a double shift. If he worked a single shift, he would arrive home between 10:15 and 10:30 PM. As a result, A. entered and left our home at times when people would not typically be out and about in the apartment building because they would be sleeping or at work. Our next-door neighbors were a married couple. I do not know their names, but I could recognize their faces...I know at least one of the two had a typical 9-5 or 8-4 work schedule. I noticed this because their parking space was the second one in front of our apartment, and I could easily see if their car was gone or not...They entered and left their place at times when A.

would have either been at work or sleeping. A. did the same thing. I believe that is why my neighbors may not have recognized A. from a photo or known we lived together in our apartment.”

2021 Resp., Tab 5, ¶ 8-9.

Ms. A. also explains the other man that her neighbor may have seen coming and going, given that her mother had visited and stayed with her for about seven weeks in April and May of 2016, during which time many male friends and family members came to visit her mother at Ms. A.’s home at [Apartment 1] *Id.*, ¶ 10. Two male friends of the family confirm that they did exactly that. G.T. writes:

“In our culture, when someone visits from Ethiopia, it is custom to visit them or invite them over for a meal to welcome them. S.’s mother, H.A.T., came to the United States to visit her in April of 2016. To welcome S.’s mother, I went to S.’s and A.’s home, at 19710 [Apartment 1], Apt H101, SeaTac, WA 98188, on a weekend afternoon.”

2021 Resp., Tab 13.h. E.H. offers another example:

“One night during S.’s mother’s visit, I went to A.’s and S.’s apartment to repair H.’s phone after work...I went to S.’s apartment, and she opened the door for me... The issue with H.’s phone was the battery, so all I needed to do was change the battery for the phone to work again. I did not stay more than 15 minutes.”

Id., Tab 13.i. It was not unusual at all for people to visit, particularly while Ms. A.’s mother was visiting her, so it is not surprising at all that the neighbor would have seen another man around the apartment but not Mr. Y., especially given Mr. Y.’s work schedule.

C. 2021 RFE ¶ 6

In ¶ 6 of the RFE, USCIS states that, during the same June 20, 2016 site visit, Immigration Officers visited the property manager at [Apartment 1] That person allegedly advised the officers that she rarely met with tenants and that “*most things* were done electronically or online.” (Emphasis added.) USCIS argues that this diminishes the evidentiary value of Ms. A.’s initial affidavit, in which she stated that she was informed that Mr. Y. would have to appear in person to sign a roommate release to be removed from the lease. In the same paragraph, USCIS also states that the property manager allegedly informed the Immigration Officers that the lease was signed electronically and that she did not meet the signatories. USCIS states that this diminishes the evidentiary value of the lease itself.

First, it should be noted that the property manager who USCIS spoke with on June 20, 2016, Ms. T.R., gave the Immigration Officers blatantly incorrect information. Ms. A. and Mr. Y.'s 2015 lease was *not* signed electronically, but rather, by hand. 2021 Resp., Tab 7. This is clearly visible in the full copy of the lease that is submitted with this response as Tab 7, particularly when compared with the full copy of the 2016 lease, submitted as Tab 10, which bears obviously electronic signatures.

Second, Ms. R. was *not* the property manager at [Apartment 1] at the time Ms. A. and Mr. Y. signed their 2015 lease. *See* 2021 Resp., Tab 7. The property manager at the time was Mr. F.R.. *Id.*, *see also* Tab 8. So Ms. R. obviously could not have met them in person at the time they signed their lease, because she did not hold the position of property manager when that occurred.

Third, Ms. R. stated to Immigration Officers that *most* transactions were done electronically or online. Therefore, the fact that Ms. A. presented a hand-signed lease for 2015 is not inconsistent with Ms. R.'s statement. Moreover, the hand-signed 2015 lease makes it clear that not *all* transactions were done in that manner, regardless of what Ms. R. may have stated to the officers in 2016. Finally, Ms. R., who still works as the property manager at [Apartment 1] today, even confirmed the same in a recent phone call with Ms. A., which she has recapitulated in her statement, which is sworn under penalty of perjury:

“I spoke with the leasing manager, T.R. on April 21, 2021, via phone at approximately 3:00 PM. Her phone number is 206-824-2161. I explained to Ms. R. what the RFE said, and she said that she did not recall communicating with the immigration officers at the property since it had been nearly 6 years ago. Ms. R. also told me that the company varies its requirements between electronic and written signatures depending on the type of document. For lease renewal and maintenance requests, they only require electronic signatures. She said that for other requests, written signature may be required. I asked her if she could provide me a policy that explains the requirements for electronic or written signatures or if she could write a statement explaining what she told me. Ms. R. refused to write a statement, but she did tell me I should refer to my lease agreement to see the specific policies regarding signatures for my lease.”

2021 Resp., Tab 5, ¶ 13. The statements made by Ms. R. to Immigration Officers in 2016 clearly cannot be relied upon, as independent documentary evidence proves that her representations to those officers were either incorrect or misinterpreted. Moreover, Ms. R.'s own words to Ms. A. are completely consistent with what she told those officers in 2016 – that *most* but not *all* transactions were done electronically or online.

D. 2021 RFE ¶ 7

In ¶ 7 of the RFE, USCIS states that Ms. A.'s initial affidavit lacks probative details, including details about the residence, home furnishings, neighbors, daily routines with Mr. Y., or shared belongings. This assertion is blatantly incorrect. In her initial affidavit, Ms. A. describes the residence as follows:

“It was a one bedroom, one bathroom apartment. I loved that it had a yard, and that it came with an in unit washer and dryer. I was even able to get my own assigned parking spot, that way I wouldn't have to drive around looking for parking when I got home from work at 8:30 in the evening.”

IF, Tab 10, ¶ 17. She also described the couple's daily routines:

“The only thing that was not easy about our relationship was our work schedules. They were so different that we were really only able to spend time together once or twice a week. A. had two jobs as a certified nursing assistant. He would work at one from 2:00 PM to 10:00 PM, and then at the other from 10:00 PM to 6:00 AM. The days that he worked changed every week for both jobs. Some weeks, he would work both jobs on the same five days, and have two full days off. Some weeks, he would not have any one day completely off because of how the two jobs overlapped. When he got off work, he would come home and go straight to sleep. He would sleep until about 1:10 PM, and then start over again. Meanwhile, I was working 12 hour shifts three days a week as a certified respiratory therapist. The days that I worked also changed every week, so we could never really know in advance if we would have time off together. Basically, we didn't see each other very often. I tried to convince A. to switch to the day shift so he would be home more often, but he said he couldn't do it. He said that you had to have seniority to get put on the day shift, something that he didn't have. Because of our schedules, some weeks we would only see each other for an hour or so a day. It was more like a lunch break than actually spending time together. I always enjoyed Sunday mornings, though. We would sleep in late after A. got home, then have lunch together and watch a movie. He would usually smoke hookah while we lounged around together. Then, when A. had to go back to work, I would go to church and visit my family. Since A. worked more than I did, I tended to take care of more of the household tasks. In Ethiopia, it is normal for the man in a relationship to handle the family's business outside the home, and for women to handle the family's business inside the home. This worked out better anyway because I was home more often. I would take care of the cooking, grocery shopping, and paying the bills. For

the bills, I would let A. know how much everything was and he would give me half. We split everything evenly. When he had a day off, A. would help me clean the apartment and do dishes. Even though we didn't have as much time together as we would have liked, we were very happy.”

Id., ¶ 21-22. As such, the assertion that she did not provide sufficient details of their lives together and their shared residence is baffling. Nevertheless, Ms. A. has provided even more detail in her supplemental affidavit, describing their apartment in depth and offering an additional description of how she and Mr. Y. spent their time together. Numerous affidavits from friends who visited her at [Apartment 1] also provide details of her residence. *See* 2021 Resp., Tab 13.

E. Additional erroneous analysis in the 2021 RFE

Apart from ¶ 4-7, which contain the most egregious errors in the 2021 RFE, USCIS also fails to give proper consideration to the other initial evidence mentioned. For example, the Puget Sound Energy bills listed at ¶ 11 clearly demonstrate that electric service was provided to the couple's home at [Apartment 1]. Why would Ms. A. and Mr. Y. accept joint responsibility to pay the electric bill for a property where they did not live? The assertion that the bills only show a mailing address is irrational.

That same irrationality is apparent in the assertion that the American Hallmark Insurance Policy listed at ¶ 12 only shows a shared mailing address. In fact, the policy shows that the property covered under the policy is the same residence at [Apartment 1]. The same question must be asked: why would Ms. A. and Mr. Y. accept joint responsibility to pay for homeowner's insurance at a property where they did not live?

USCIS also makes a distinction between mailing address and residence address where one does not exist. The photo and video contract listed at ¶ 9 does not request “residence address” and “mailing address,” only “address.” Naturally, Ms. A. wrote the address where she and Mr. Y. lived. The same is true for the [Employer] employee information sheet listed at ¶ 13.

III. CONCLUSION

USCIS demands additional evidence that Ms. A. and Mr. Y. resided together, when in fact more than sufficient evidence was provided in the initial evidence filing. The illogical assertions made by USCIS in this RFE leave a strong and unfortunate impression that USCIS deliberately viewed each piece of evidence in isolation with the intention of dismissing it outright, instead of considering it cumulatively and fairly. When reviewed rationally and in its entirety, the initial evidence submitted makes it abundantly clear that Ms. A. and Mr. Y. did reside together from August 2015 to May 2016.

Nevertheless, because Ms. A. is determined to overcome the abuse she suffered at the hands of Mr. Y. by earning the right to remain in this country, she has provided additional evidence to demonstrate that she did indeed live with her abuser. She has provided her 2015 lease and her 2016 lease to demonstrate that the property manager at [Apartment 1] gave incorrect information to the Immigration Officers on June 20, 2016, and that the property manager's statements thus cannot be relied on as evidence. *See* 2021 Resp., Tabs 7 & 10. She has provided IRS tax account transcripts showing that she and Mr. Y. filed their taxes as residing at [Apartment 1] *Id.*, Tab 6. Finally, she has provided sworn testimony from numerous friends and family members, all of which corroborate that she and Mr. Y. lived together.

It is perfectly clear from the initial evidence that Ms. A. and Mr. Y. did in fact reside together. The irrationality of the assertions in this RFE make it equally clear that USCIS has prejudged Ms. A.'s petition without a fair review of her sworn testimony and evidence in order to support its own preconceived conclusion that she did not reside with Mr. Y. With that in mind, we sincerely hope that USCIS will – promptly, cumulatively, and without prejudice – review the additional evidence enclosed herein, along with Ms. A.'s previously submitted testimony and evidence of her residence with Mr. Y. and approve Ms. A.'s petition without further unreasonable delay.

Finally, we wish to note that there is perhaps no one more deserving of a favorable exercise of discretion than Ms. A., a certified respiratory therapist who has saved scores of lives during the COVID-19 pandemic. Not only has she directly treated affected patients, but she has also partnered with local government officials to provide information and outreach to the Ethiopian community in Seattle, including informing Amharic speakers about the dangers of COVID-19 and the life-saving vaccines that are available. For ten years, Ms. A. has been a pillar of her community and a dedicated health care provider; her commitment to saving lives has become all the more clear after battling a deadly pandemic for a year and a half. If anyone deserves a chance in this country, it is Ms. A.

We thank you for your immediate attention to this matter. Please do not hesitate to contact us with any questions or concerns.

Sincerely,

Dree K. Collopy, Esq.
Benach Collopy LLP

Enclosures: as stated
cc: S.A.A.