

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. 25-cv-3765-SKC-TPO

GRIGOR DEPELIAN,

Petitioner,

v.

JUAN BALTAZAR, in his official capacity as Warden of the ICE Denver Contract  
Detention Facility,

ROBERT HAGAN, in his official capacity as Director of the Denver Field Office of  
United States Immigration and Customs Enforcement, Enforcement and Removal  
Operations,

KRISTI NOEM, in her official capacity as Secretary of Homeland Security, and

PAMELA JO BONDI, in her official capacity as Attorney General of the United  
States,

Respondents.

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PETITIONER'S BRIEF CONCERNING THE EFFECT OF DHS'S FAILURE TO  
FOLLOW THE REGULATIONS FOR PROPERLY TERMINATING HIS PAROLE

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### **Introduction**

In accordance with the Court's Order of January 7, 2026, ECF No. 15, Petitioner Grigor Depelian respectfully submits this brief concerning the effect of DHS's failure to follow the regulations to properly terminate his parole. DHS did not issue him the required written notice before arresting him, and the Government's eleventh-hour attempt to cure this violation four and a half months after the fact is ineffective. This is even more the case given that the Government issued this notice two days after an immigration judge granted him Asylum. Given that (1) the Government obliged Mr. Depelian to pay a bond of \$5,000.00 and to regularly check in as DHS required as conditions for granting him parole; and (2) even the Government does not dispute that he scrupulously complied with both conditions, he maintains that he was and is entitled to immediate release on bond or a hearing at which the Government must justify its decision to break its implied promise that he would remain at liberty so long as he complied with the terms of his release. The fact that DHS did not follow the regulations before detaining him only supplies additional support for his due-process claim. He respectfully requests that the Court grant his Petition.

### **Relevant Factual Background**

Mr. Depelian is a 42-year-old native and citizen of Russia. Exh. 1, ¶ 2. He came to the United States in search of a life free from the persecution he had experienced in

Russia because of his Armenian ethnicity and opposition to Russia's invasion of Ukraine. *Id.* ¶ 3.

When he initially arrived in the United States, DHS detained him but then released him on two conditions: first, that he pay a \$5,000.00 bond, and second, that he comply with the terms of the Intensive Supervised Appearance Program (ISAP) in which he had been placed. *Id.* ¶ 5.

On his release, he was provided a Notification to Grant Parole. Exh. B to Pet. Writ Habeas Corpus, ECF No. 2-2. This document states that he was released after an Asylum officer found that he had a credible fear of persecution or torture and because he had established his identity, that he did not pose a danger to the community, and that he did not present a flight risk. *See id.* The document does not specify a termination date for this grant of parole, nor does it even advise Mr. Depelian that his parole may be terminated at any time on written notice. *See id.* It also mentions nothing about a hunger strike. This is the only document Mr. Depelian received when he was released in December 2022.

Mr. Depelian does not claim now that he in fact underwent a credible-fear interview. But this Notification to Grant Parole was the only document he was provided that explained the reasons for and conditions supporting his release. He paid the bond and carefully complied with all the ISAP conditions, including that he take geo-tagged photographs of himself through an app and submit them on

a frequent basis to the supervising officer. *See* Exh. 1, ¶ 6. The Government has never alleged that he violated either condition of his release.

During the following years, Mr. Depelian built a life in the United States, where his wife and son eventually joined him. Exh. 1, ¶ 7.

All this suddenly came to an end on August 28, 2025. That morning, Mr. Depelian received a call from ISAP demanding that he come in immediately so that the application on his phone could be updated. Exh. 1, ¶ 8. He had an urgent doctor's appointment that morning, so he asked whether the appointment could be rescheduled. *Id.* The officer, however, insisted that he needed to come immediately. *Id.* He did. *Id.* ¶ 9. The application on his phone was not updated, nor was he able to attend his doctor's appointment, for as soon as he presented himself at the office, he was put in handcuffs and taken into custody. *Id.* ¶¶ 9–10. He heard that he had a hearing before the Denver Immigration Court in March 2026, but that since he was now being detained, his case would be resolved a lot more quickly. *Id.* ¶ 10.

Neither at the time of his second detention nor during the four and a half months that followed did Mr. Depelian receive any kind of explanation, be it verbal or in a written document, about why he was being detained when he had not violated either of the conditions under which he had been released in 2022. *Id.* ¶¶ 11–13.

An immigration judge granted his application for Asylum on January 12, 2026. *Id.* ¶ 14. The Government, however, has the right to appeal that decision, so he has no

idea when he might be released; he might be detained for at least thirty days or, if the Government does appeal the decision, for several more months.

On January 7, 2026, the Court drew the parties' attention to the fact that the record contained no evidence that Mr. Depelian had been given the legally required written notice that his parole was being terminated. ECF No. 15. On January 14, 2026, ICE sent a notice terminating Mr. Depelian's grant of parole through the detention center's mailing system. *See* Exh. A to Resp'ts' Suppl. Br., ECF No. 16-1. This is the first document Mr. Depelian has received that mentions his being released in 2022 because of a hunger strike.

Mr. Depelian now restates his request that the Court grant his Petition and order his immediate release from detention.

### **Argument**

- I. Even assuming that Mr. Depelian's due-process rights extend only to the statutory procedures Congress prescribed, DHS's failure to provide him the written notice that the parole regulation requires before detaining him constitutes a violation of those rights.*

Mr. Depelian has consistently argued that whatever his due-process rights were when he presented himself at the border and ICE first detained him, the Government's decision to release him on conditions created a protected interest in the form of an implicit promise that he would remain at liberty as long as he complied with those conditions — an interest on which the Government may not

infringe without due process of law. *See* Pet. Writ of Habeas Corpus 13, ECF No. 2; Pet'r's Reply Resp'ts' Resp. Pet. Habeas Corpus 5–6, ECF No. 11. But he recognizes that at least some courts that have considered the due-process rights of applicants for admission released on parole do adopt the Government's narrower construction of their due-process rights. *See Savane v. Francis*, No. 1:25-cv-6666-GHW, 2025 WL 2774452, at \*7 (S.D.N.Y. Sept. 28, 2025); *Lin v. Almodovar*, No. 1:25-cv-9639-MKV, 2025 WL 3706626, at \*3–\*4 (S.D.N.Y. Dec. 22, 2025), *But see Munoz Materano v. Arteta*, 25 Civ. 6137 (ER), 2025 WL 2630826, at \*12 (S.D.N.Y. Sept. 12, 2025) (rejecting the Government's argument that as an applicant for admission, the Petitioner had no due-process rights beyond those rights regarding admission that Congress has provided by statute); *Rojas Acevedo v. Almodovar*, No. 25-cv-7189 (LJL), 2025 WL 3034183, at \*4–\*6 (S.D.N.Y. Oct. 30, 2025) (discussing several cases to conclude that due process entitles noncitizens who were detained and subject to mandatory-detention provisions to protections beyond the statutory procedures Congress prescribes).

At the time the Court issued its January 7 order, this case's posture most closely resembled that in *Savane v. Francis* since the record was devoid of any evidence that Mr. Depelian had received the required written notice that his parole was being terminated. But as of a few hours ago, when ICE issued a notice terminating his parole and sent it to him through the detention center's mailing system, it appears to more closely align with the situation in *Lin v. Almodovar*, though

important differences do exist, as Mr. Depelian will elaborate presently. The point for the moment is that even though the *Lin* court concluded that the petitioner was due only as much process as Congress provided, it also concluded that by arresting the petitioner without first providing him the notice of parole termination that the regulation requires, the Government violated his due-process rights. *See Lin*, 2025 WL 3706626, at \*4. Thus, ICE's conduct in arresting Mr. Depelian on August 28 without first providing him the legally required written notice that his parole was being terminated violated his due-process rights.

True, the *Lin* court concluded that since the petitioner had been provided written notice of the termination of his parole a week after his detention, the original parole grant advised him that his parole would automatically terminate after one year and that his parole could be terminated on notice at any time and for any reason, and he explicitly conceded that he was subject to mandatory detention, it could not provide redress. *See Lin*, 2025 WL 3706626, at \*1, \*4–\*5. But as Mr. Depelian mentioned, his case differs from that of the petitioner in *Lin* in at least three important respects. First, the notification granting him parole neither specifies a date of automatic termination nor advises him that his parole may be terminated on notice at any time and for any reason. He was not, then, afforded the same notice as the petitioner in *Lin*. Second, he does not concede that he is subject to mandatory detention. The petitioner in *Lin* had gone through the expedited-removal and credible-fear processes, so he was inarguably subject to the mandatory-detention

provisions of I.N.A. § 235(b)(1), 8 U.S.C. § 1225(b)(1). Mr. Depelian, by contrast, was placed in full removal proceedings after his apprehension and then released.

Finally, unlike the petitioners in the cases before the Southern District of New York, Mr. Depelian was obliged to accede to two conditions before he could be released. He had to pay a bond of \$5,000.00, and he had to comply with the onerous terms of ISAP. The Government certainly does not suggest any conduct on his part that would merit a forfeit of the money he paid to secure his release. And the fact that this \$5,000.00 payment was characterized as a bond only strengthens his contention that the Government implicitly promised that he could remain free so long as he continued to abide by the terms of his release.

Mr. Depelian also makes two other observations. In the first place, ICE is sending this notice four and a half months after detaining him, and it is issuing this notice on the very day the Court set as the deadline for the parties to address the complete absence in the record of the legally required written notice. In the second place, this notice comes two days after an Immigration Judge granted Mr. Depelian Asylum. Granted that the Government may appeal this decision, the fact remains that a grant of Asylum is an important factor in any analysis of humanitarian considerations.

One final point: the Government makes much of Mr. Depelian's discussion of the inconsistencies in the documentation surrounding the reason he was initially granted parole. *See* Resp'ts' Supp. Br. 7–9, ECF No. 16. Mr. Depelian takes the

opportunity to clarify that he is not challenging ICE's ability to, for example, grant someone parole based off a hunger strike, later determine that the hunger strike's effects have worn off, and then terminate parole. His point, rather, is that the documentary record surrounding his release and the revocation of parole is quite inconsistent. The document he received in 2022 speaks of his being paroled because, among other reasons, he was neither a danger to the community nor a flight risk. It also specifies actions he must take to secure his release and stay at liberty. Today, a document is being sent to him stating that, in fact, he was granted parole as a result of his hunger strike and that this parole is now being terminated. There is no mention of the conditions of his release or of any change in circumstances that would alter the stated reasons for his having been granted parole in 2022, which included his not posing a danger to the community or representing a flight risk. These documents — the only documents Mr. Depelian is personally receiving from ICE about his parole—do not make sense when read together. Such incoherent documentation does not comport with notions of due process.

In short, assuming for the sake of argument that Mr. Depelian is entitled to no more process than Congress provides, ICE's conduct on August 28, 2025, still violated his due-process rights, and the issuance of a written notice over four months after the fact does not cure this deficiency.

### **Conclusion**

ICE released Mr. Depelian on a grant of parole. It specified two conditions he had to meet to be released and to stay free. He complied with these conditions. He, like any reasonable person, relied on the implicit promise: provided he kept complying with the ISAP terms, he would remain at liberty.

On August 28, 2025, ICE arrested him without specifying a reason for his detention. Now, four and a half months later and two days after an immigration judge granted him Asylum, it purports to remedy its violation of its promise through a notice terminating his parole. But does the notice accuse him of violating the original conditions for his release? Does it even mention them in any way? No. Instead, it simply says that ICE has decided that the purpose of his parole, relating to a hunger strike, has been served and that he is restored to his pre-release status. There is no mention of the \$5,000.00 the Government extracted from him before releasing him.

ICE undoubtedly has discretion to grant and revoke parole. But that discretion remains bounded by the Constitution, and most especially by the dictates of the Fifth Amendment's Due-Process clause. Its conduct here smacks of arbitrary, post-hoc justifications to prop up a decision arising from an officer's caprice rather than the individualized determination Congress and the regulations require.

Given the facts of Mr. Depelian's case, he respectfully requests the Court to grant a writ of Habeas Corpus ordering that he be immediately released or provided a bond

hearing at which the Government will bear the burden of justifying his re-detention when he has complied with all the conditions it imposed on him.

Respectfully submitted this 14th day of January 2026,

s/ Henry D. Hollithron

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**Certification Regarding Use of Artificial Intelligence**

I, Henry D. Hollithron, hereby certify that no portion of this Brief was prepared using Generative Artificial Intelligence.

s/ Henry D. Hollithron

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