

Ismail Rustam  
Wichmannstr. 9  
10787 Berlin  
TEL & WhatsApp: +49 1573 9425686  
E-mail: un.human.org@gmail.com

Dear Attorney Dijana Sapina,

With this letter I wish to express that serious concerns and questions have arisen regarding the contract concluded with me, the additional payments you demanded, and the manner in which my case has been handled.

### **1. Concerning your additional demand of 1000 euros:**

Although you have already received  $1000 + 1000 = 2000$  euros from me, you informed me today that you require an additional payment of 1000 euros. In your message, this appears to be justified by the claim that this amount is necessary for "reviewing and reading the documents." However, the contract we concluded contains no clause requiring a separate payment for reading or reviewing the documents. This demand is legally unfounded and does not correspond to any legal standard.

### **2. Submission of documents and acceptance of the case:**

When I came to your office together with the witness Orkhan Agayev, I informed you about three different criminal offences committed against me which had been unlawfully dismissed by the police and public prosecution office, and I handed over all available documents to you.

In particular, regarding the crime committed on 25.11.2023, I informed you that — despite the conclusion of the contract with the previous lawyer on 28.11.2023 — I had received no information as to why no complaint had been filed. You stated that it was possible to file a complaint for inactivity (Untätigkeitsbeschwerde) against the former lawyer Dettlef Seeger, and you contacted him.

You told me that you were familiar with the documents and my explanations, and you said that it was not necessary to request the documents again from the previous lawyer in order to conclude three separate contracts.

Shortly afterwards, however, you informed me that you had contacted the former lawyer and instructed me to personally collect the documents from him and bring them to you. I did so and handed the materials over to you.

After reviewing the documents, we concluded three contracts on 20.12.2024 for the three cases. At the same time, you demanded a payment of 1000 euros, which I immediately paid against receipt.

### **3. How the contract of 16.01.2025 came into existence:**

In January 2025, you asked me to come to your office again. On 16.01.2025, I came together with Orkhan Agayev. You demanded that I sign a document written by you in German, stating that it was important for the progress of the case, and I signed it.

Since I received no information on the status of my cases, I came again on 07.03.2025 with the witness. You told me that everything was "in progress," but again demanded 1000 euros, which I paid immediately with receipt.

On 05.06.2025, you drafted the criminal complaint "GeshZ. der LPD St. 33:01941/1727/24 (attempted bodily injury)," and on 06.06.2025 the complaint "Az: 241113-1810-131001" (regarding the alleged "signature of an empty police form" at the crime scene).

In the following weeks, I repeatedly requested information on the progress of my cases. You demanded another 500 euros via email, to which I replied that I was willing to pay 500 euros once you provide copies of all complaints, filings, and court correspondence prepared since 20.12.2024.

Yesterday you called me and asked why I was still sending you new materials via email. I explained that, as your client, I expect that you — as my defence counsel — are fully informed about the developments in my cases.

You told me that I “owe” you 500 euros. I then asked what work had been performed for the 2000 euros already paid. You stated that on 16.01.2025 I had signed an hourly rate of 250 euros, and that the 2000 euros had been “used up.”

I do not understand why — although you had already reviewed the documents upon accepting the case, recognised the unlawful dismissal of the proceedings, and identified numerous legal violations — the additional document was not signed on 20.12.2024, the day the contracts were concluded and the 1000 euros were paid, but instead only on 16.01.2025, 28 days later.

#### **4. Your claim that the case is “closed” and the complete absence of action:**

Although you accepted the case and took payment, you now claim that the matter is “already closed” and you have taken no effective legal action whatsoever.

However, the primary purpose of our agreement was:

- to reopen the unlawfully closed criminal cases,
- to file complaints regarding the inactivity of the police and prosecution,
- and to obtain court orders for the international search of the perpetrators.

Yet none of these actions were taken — no letters, no complaints, no motions.

#### **5. Duties of an attorney and legal standards:**

In no country in the world is an additional payment required simply for reading documents submitted by a client. Such documents are part of the case, and when an attorney accepts a case, reviewing these documents is a legal obligation.

Your demand contradicts the standards of the European Convention on Human Rights, the principles of human rights, and national legal norms.

#### **6. My demands:**

I hereby request a written explanation and response to the following questions:

- Why was no action taken — despite receiving 2000 euros — to reopen the case, file complaints, or undertake any legal steps?
- Why was the 250-euro hourly rate not mentioned in the contract of 20.12.2024, and why was this document signed only on 16.01.2025? What concrete work was performed under this alleged hourly rate?
- Which letters, complaints, or applications were submitted to state authorities? Please provide official copies.
- How is it possible that after my 2000-euro payment, first a remaining amount of 500 euros appeared — the same sum demanded again on 19 November — and then, on 20 November, suddenly an outstanding amount of 1000 euros was claimed? On what legal basis or contractual provision are these additional demands founded?

Furthermore, it appears that the document I signed on January 16 — whose content was never explained to me — has been used retrospectively to insert an hourly rate of 250 euros. This amount does not resemble payment for any actual work but rather appears to have been deliberately included as part of a trap, seemingly intended to discourage me from asking questions about the status of my case. Each time I inquire about progress, the so-called outstanding balance increases, creating the impression that I am being punished simply for asking. This creates the clear picture of a system aimed at silencing me.

- Why did you accept the case and the 2000 euros if you allegedly believed the matter was already closed? Why did you not inform me in advance that you would not be able to reopen the case?

- Why are the perpetrators still free, why have the police officers who unlawfully released them and violated the law not been prosecuted, and why have the prosecutors who covered up these violations not been brought to justice?

- What responsibility do you bear as an attorney who accepted a defence contract and 2000 euros but failed to fulfil the agreed legal actions?

If these questions remain unanswered, I reserve the right to take legal action for failure to provide the agreed legal services and for unjustified payment demands.

With respectful regards,

Ismail Rustam  
20.11.2025

This letter was sent electronically and is legally valid even without a physical signature.