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**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

MAIRI NUNAG-TAÑEDO, INGRID  
CRUZ, DONNABEL ESCUADRA,  
ROLANDO PASCUAL, and TOMASA  
MARI, on behalf of themselves and other  
similarly situated individuals,

Plaintiffs,

v.

EAST BATON ROUGE PARISH  
SCHOOL BOARD, CHARLOTTE D.  
PLACIDE, MILLIE WILLIAMS,  
ELIZABETH DURAN SWINFORD,  
UNIVERSAL PLACEMENT  
INTERNATIONAL, INC., LOURDES  
“LULU” NAVARRO, HOTHELLO  
“JACK” NAVARRO, PARS  
INTERNATIONAL PLACEMENT  
AGENCY, EMILIO V. VILLARBA,  
ROBERT B. SILVERMAN, and  
SILVERMAN & ASSOCIATES,

Defendants.

Civ.No. \_\_\_\_\_

**COMPLAINT**

**CLASS ACTION**

**JURY TRIAL DEMANDED**

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**I. PRELIMINARY STATEMENT**

1. Over the past three school years, more than 350 highly-skilled  
Filipino teachers have been trafficked into Louisiana through the federal  
government’s H-1B “specialty occupation” visa program to serve as teachers in

1 public schools. The teachers were systematically defrauded and exploited in the  
2 recruitment and hiring process in the Philippines by Defendants, who utilized the  
3 promise of a unique opportunity to teach in Louisiana to ensnare teachers in a  
4 psychologically coercive and financially ruinous trafficking scheme that subjected  
5 the teachers to exorbitant debt and forced labor. Once in the United States, the  
6 teachers were further abused and exploited by Defendants, who used a variety of  
7 coercive tactics, including abuse of legal process, isolation and segregation, and  
8 threats of deportation, to attempt to control the teachers' actions. When the  
9 teachers organized collectively for better conditions, they were victims of severe  
10 retaliation.

11 2. The Plaintiffs in this action are victims of human trafficking and were  
12 brought to the United States to work in the East Baton Rouge Parish School  
13 District, Recovery School District, Jefferson Parish Public School System, Caddo  
14 Public School District, East Carroll Parish School System, Avoyelles Parish  
15 School District, Advance Baton Rouge Charter School Association, Madison  
16 Parish School District, and Lafourche Parish Public Schools (hereinafter referred to  
17 as the "Louisiana School Districts").

18 3. Plaintiffs bring this action on behalf of themselves and similarly  
19 situated teachers to recover damages and to seek declaratory and injunctive relief  
20 against the fraudulent and malicious recruiters (referred to collectively as

1 “Recruiter Defendants”) and legal facilitators (referred to collectively as “Legal  
2 Facilitator Defendants”) who the Louisiana School Districts hired, as well as from  
3 one of their employers, the East Baton Rouge Parish School Board (“EBRPSB”),  
4 and agents of EBRPSB (referred to collectively as “Employer Defendants”), who  
5 were aware, or reasonably should have known of the Recruiter Defendants’  
6 egregious conduct, and who took steps to ensure the trafficking scheme was viable.

7 4. The Louisiana School Districts chose and retained Lourdes “Lulu”  
8 Navarro to recruit teachers from the Philippines. The School Districts selected Ms.  
9 Navarro despite her prior conviction and imprisonment for defrauding the  
10 California Medi-Cal system of more than \$1,000,000, and despite the fact that she  
11 had also pled guilty to money laundering in New Jersey. In her role as teacher-  
12 recruiter, Lourdes Navarro was given enormous responsibility to recruit and hire  
13 teachers for the School Districts. In concert with the other Recruiter Defendants  
14 involved in this scheme, Ms. Navarro arranged for the teachers to be interviewed  
15 by Louisiana School District representatives, either in person in the Philippines or  
16 by videoconference and teleconference. The Recruiter Defendants told the  
17 teachers who were selected that they must quickly pay a recruitment fee in cash,  
18 which varied from \$5,000 to \$5,500 per teacher. This was an enormous financial  
19 investment, representing more than one and a half times the average annual  
20 household income in the Philippines. The Recruiter Defendants willfully,

1 maliciously, and fraudulently tricked the teachers into reasonably believing that  
2 this fee constituted all or nearly all of their obligations to the Recruiter Defendants,  
3 inducing the teachers to liquidate assets, take out loans from family, friends, and/or  
4 public and private lending institutions, and mortgage properties to cover the  
5 expense.

6 5. Later, after teachers had paid the first fee in cash, the Recruiter  
7 Defendants informed the teachers that there would be a second, much larger fee  
8 representing thirty percent of their expected annual income in the United States,  
9 plus the cost of airfare to the United States. In an act of claimed “generosity,” the  
10 Recruiter Defendants required teachers to pay only twenty percent before they left  
11 the Philippines; the remaining ten percent was to be collected during the teachers’  
12 second year of teaching in the United States. The teachers were surprised by these  
13 new costs, which required a titanic financial commitment of \$16,000, which is five  
14 times the average annual household income in the Philippines. But the teachers  
15 could not back out, given the first massive fee they had already paid, which the  
16 Recruiter Defendants would not refund. The Recruiter Defendants additionally  
17 pressured and coerced the teachers into signing contracts promising to pay this new  
18 fee, and confiscated the teachers’ passports and visas to ensure that the fee would  
19 be paid. The Recruiter Defendants also referred teachers to private lending  
20 businesses to borrow the money at usurious and exploitative interest rates of

1 between 3 percent and 5 percent per month, which compounded monthly equates  
2 to an annual interest rate of 43 percent to 80 percent per year, because they realized  
3 the teachers would not otherwise be able to cover the fee.

4 6. After the teachers arrived in the United States, the Recruiter  
5 Defendants orchestrated a system of psychological coercion and intimidation to  
6 exert continued control over the teachers, including: filing lawsuits against  
7 teachers who complained publicly; isolating teachers from other Filipinos; and  
8 threatening deportation or non-renewal of teacher visas.

9 7. Employer Defendants were knowing beneficiaries of the illegal  
10 human trafficking scheme perpetrated by Recruiter Defendants, knew or should  
11 have known of the scheme, and aided and abetted the scheme by taking steps to  
12 ensure its success. Employer Defendants became aware early on of the  
13 unconscionable fees being charged, and took steps to ensure the success of  
14 Recruiter Defendants' scheme, including submitting false letters to federal  
15 immigration officials at the request of the Recruiter Defendants, and reporting to  
16 Recruiter Defendants those teachers who voiced complaints about the process or  
17 who attempted to circumvent the Recruiter Defendants by applying directly to  
18 EBRPSB for employment.

19 8. Plaintiffs assert class action claims for damages under the Trafficking  
20 Victims Protection Act, 18 U.S.C. § 1589, *et seq.*; the Racketeer Influenced and

1 Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1961, *et seq.*; and various  
2 provisions of applicable state law. Plaintiffs also assert class action claims for  
3 damages against the Legal Facilitator Defendants who facilitated the Recruiter  
4 Defendants’ actions for breach of fiduciary duty and attorney malpractice  
5 committed in furtherance of the trafficking scheme. Plaintiffs seek compensatory,  
6 declaratory and injunctive relief against the Recruiter Defendants, and a  
7 declaration that the illegal contracts coerced by the Recruiter Defendants are null  
8 and void. Finally, Plaintiffs assert class action claims against the Employer  
9 Defendants for their involvement in this trafficking scheme, and for negligently  
10 hiring the Recruiter Defendants in the first instance.

## 11 **II. JURISDICTION AND VENUE**

12 9. The Court has jurisdiction over this action pursuant to 28 U.S.C.  
13 § 1331 (federal question jurisdiction), 18 U.S.C. § 1595(a) (civil trafficking), 18  
14 U.S.C. § 1964(c) (RICO), and 28 U.S.C. § 1332(d) (class action jurisdiction). The  
15 Court has supplemental jurisdiction over the state law causes of actions asserted in  
16 this Complaint pursuant to 28 U.S.C. § 1367 because the state law claims form part  
17 of the same case or controversy as the federal law claims.

18 10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2)  
19 because a substantial part of the events and omissions giving rise to Plaintiffs’  
20 claims occurred in this District.





1           17. Throughout this complaint, Plaintiffs Nunag-Tañedo, Cruz, and  
2 Escuadra are referred to collectively as “EBRPSS Teacher Plaintiffs.”

3                           Non-EBRPSS Teacher Plaintiffs

4           18. Plaintiff Rolando Pascual is a national of the Republic of the  
5 Philippines and resides in Louisiana. Mr. Pascual works as a teacher in the Caddo  
6 Public School District, located in the Caddo Parish in Louisiana.

7           19. Plaintiff Tomasa Mari is a national of the Republic of the Philippines  
8 and resides in Louisiana. Ms. Mari works as a teacher in the Recovery School  
9 District, which is a school district administered by the State of Louisiana  
10 Department of Education.

11           20. Throughout this complaint, Plaintiffs Pascual and Mari are referred to  
12 collectively as “Non-EBRPSS Teacher Plaintiffs.”

13           **B. Defendants**

14                           Employer Defendants

15           21. Defendant East Baton Rouge Parish School Board (“EBRPSB”) is  
16 responsible for the oversight of the East Baton Rouge Parish School System  
17 (“EBRPSS”). EBRPSB oversees the operations of EBRPSS, including, *inter alia*,  
18 determining the number and location of schools and the number and selection of  
19 teachers to work in these schools, as well as promulgating and enforcing local  
20 policies and supervising the Superintendent of EBRPSS. EBRPSB is the body

1 corporate for EBRPSS, and has the authority to sue and be sued on behalf of  
2 EBRPSS. EBRPSS's principal place of business at 1050 South Foster Drive,  
3 Baton Rouge, Louisiana 70806.

4 22. Defendant Charlotte D. Placide is the former Superintendent for  
5 EBRPSS. Placide was Superintendent for EBRPSS from 2004 until June 30, 2009.  
6 Placide resides in Louisiana. Placide is sued in her individual capacity, and in her  
7 capacity as an agent for EBRPSS.

8 23. Defendant Millie Williams is the Director of Personnel Services for  
9 EBRPSS, and held this position throughout the period covered in this Complaint.  
10 Williams resides in Louisiana. Williams is sued in her individual capacity, and in  
11 her capacity as an agent for EBRPSS.

12 24. Defendant Dr. Elizabeth Duran Swinford is the Associate  
13 Superintendent for Human Resources for EBRPSS, and held this position  
14 throughout the period covered in this Complaint. Duran Swinford resides in  
15 Louisiana. Swinford is sued in her individual capacity, and in her capacity as an  
16 agent for EBRPSS.

17 25. Throughout this complaint, Defendants EBRPSS, Placide, Williams,  
18 and Duran Swinford are referred to collectively as "Employer Defendants."

19 26. Throughout this complaint, Defendants Placide, Williams, and Duran  
20 Swinford are referred to collectively as "Individual Employer Defendants."

1                    Recruiter Defendants

2            27. Defendant Universal Placement International, Inc., (“Universal”) is a  
3 corporation organized under the laws of California that maintains its principal  
4 place of business in Los Angeles, California, within the Central District of  
5 California. Universal is engaged in the business of recruiting teachers from the  
6 Philippines for employment in the United States.

7            28. Defendant Lourdes “Lulu” Navarro is the owner and President of  
8 Universal. Lourdes Navarro resides in Glendale, California, within the Central  
9 District of California.

10           29. Defendant Hothello “Jack” Navarro is a director of Universal.  
11 Hothello Navarro resides in Glendale, California, within the Central District of  
12 California.

13           30. Defendant PARS International Placement Agency (“PARS”) is a  
14 corporation organized under the laws of the Philippines that maintains its principal  
15 place of business in Quezon City, which is located in the metropolitan area of  
16 Manila, Philippines. PARS is engaged in the business of recruiting teachers from  
17 the Philippines for employment in the United States.

18           31. Defendant Emilio V. Villarba is registered as the Official  
19 Representative of PARS with the Philippines Overseas Employment  
20 Administration. Villarba is the owner of PARS. Villarba resides in Quezon City,

1 Philippines. He is the brother of Defendant Lourdes Navarro.

2 32. At all relevant times, Defendant Universal and Defendant PARS  
3 failed to treat each other as separate legal entities and acted with disregard to their  
4 separate corporate forms, such that it is appropriate to treat Universal and PARS as  
5 interchangeable and alter egos for purposes of liability. Specifically, Universal and  
6 PARS disregarded their separate legal identities by, *inter alia*:

7 a. Defendant Universal and Defendant PARS did not operate at  
8 arm's length in their dealings with each other;

9 b. Defendant Lourdes Navarro and Universal represented to third  
10 parties, including Employer Defendants, that they had an "office" in the  
11 Philippines, which was the office of Defendant PARS;

12 c. Defendant Villarba and Defendant PARS represented to third  
13 parties, including Plaintiffs and other Class Members, that it had an "office" in the  
14 United States, which was the office of Defendant Universal;

15 d. Defendant Lourdes Navarro distributed business cards which  
16 listed both contact information for the Universal office in California and the PARS  
17 office in Manila;

18 e. Defendant PARS maintained a website which listed its contact  
19 information as both the Universal office in California and the PARS office in  
20 Manila;

1 f. Defendant Villarba and PARS permitted Defendant Lourdes  
2 Navarro to determine how much applicants would pay and when the payments  
3 would be due, even for fees that ostensibly were being paid to Defendant PARS  
4 only;

5 g. Defendant PARS entered into contracts with Plaintiffs and  
6 other Class Members that stated that Class Members would pay fees for certain  
7 items to PARS, but when those fees were paid, PARS issued receipts showing  
8 payment was made to Defendant Universal; and

9 h. Defendant PARS collected money from Plaintiffs and other  
10 Class Members in the Philippines and issued receipts from both Defendant PARS  
11 and Defendant Universal.

12 33. Alternatively, at some or all relevant times, Defendant Lourdes  
13 Navarro and Hothello Navarro were agents of Defendant PARS.

14 34. At some or all relevant times, the Recruiter Defendants were agents of  
15 Employer Defendants in that they were charged with recruiting Filipino teachers  
16 on behalf of the Employer Defendants.

17 35. Throughout this Complaint, Defendants Universal, Lourdes Navarro,  
18 Hothello Navarro, PARS, and Villarba are referred to collectively as “Recruiter  
19 Defendants.”

1                   Legal Facilitator Defendants

2           36. Defendant Robert B. Silverman is an attorney who maintains his  
3 principal offices in Westminster, California, within the Central District of  
4 California. Silverman resides in the Central District of California.

5           37. Defendant Silverman & Associates is a law office located in  
6 Westminster, California, within the Central District of California.

7           38. Throughout this Complaint, Defendants Silverman and Silverman &  
8 Associates are referred to collectively as “Legal Facilitator Defendants.”

9                   RICO Defendants

10          39. Throughout this Complaint, Recruiter Defendants, Individual  
11 Employer Defendants, and Legal Facilitator Defendants are referred to collectively  
12 as “RICO Defendants.”

13                   All Defendants

14          40. Individually and through their agents, associates, attorneys, and/or  
15 employees, all Defendants have significant contacts with the Central District of  
16 California, and the claims in this case arise in significant part from conduct by the  
17 Recruiter Defendants and the Legal Facilitator Defendants that occurred in the  
18 Central District of California.

19          41. Defendants have been engaged in and continue to engage in ongoing  
20 contacts with Plaintiffs and other Class Members, including recruiting, obtaining

1 labor, contracting, seeking to collect on contracts, providing immigration-related  
2 services to, transporting, harboring, providing and/or employing Plaintiffs and/or  
3 other Class Members.

#### 4 **IV. CLASS ACTION ALLEGATIONS**

5 42. The Class Representative Plaintiffs bring claims for damages,  
6 injunctive and declaratory relief on behalf of themselves and all similarly situated  
7 persons pursuant to Rule 23. The Class Representative Plaintiffs bring class claims  
8 for actual, punitive and treble damages pursuant to Fed. R. Civ. P. 23(a) and  
9 23(b)(3), and class claims for injunctive and declaratory relief pursuant to Fed. R.  
10 Civ. P. 23(a) and 23(b)(2).

11 43. This action involves a class represented by all Plaintiffs, referred to  
12 herein as “the Louisiana Teacher Class,” and a subclass represented by EBRPSS  
13 Teacher Plaintiffs, referred to herein as “the EBRPSS Teacher Subclass.”

##### 14 **A. Louisiana Teacher Class**

15 44. Class claims for compensatory, treble, and/or punitive damages are  
16 brought pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil  
17 Procedure. For the purpose of claims for compensatory, treble, and/or punitive  
18 damages, the Louisiana Teacher Class is defined as all Filipino nationals who have  
19 obtained H-1B visas through Recruiter Defendants and Legal Facilitator  
20 Defendants during the period January 1, 2007 through the present, where a



1 Louisiana school district or Louisiana school system executed the H-1B visa  
2 petition on behalf of the visa-holder.

3 45. Class claims for injunctive and declaratory relief are brought pursuant  
4 to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure. For the  
5 purpose of claims for injunctive and declaratory relief, the Louisiana Teacher Class  
6 is defined as all Filipino nationals who have obtained or will obtain non-immigrant  
7 or immigrant visas through any of the Recruiter Defendants and/or Legal  
8 Facilitator Defendants for employment at school districts or school systems in  
9 Louisiana.

10 46. The Louisiana Teacher Class seeks relief from Recruiter Defendants  
11 and Legal Facilitator Defendants only.

12 Rule 23(a)

13 47. Only the Recruiter Defendants and Legal Facilitator Defendants know  
14 the precise number of individuals in the Louisiana Teacher Class, but upon  
15 information and belief the class includes over 350 individuals. The Louisiana  
16 Teacher Class is so numerous that joinder of all members of the Louisiana Teacher  
17 Class is impracticable.

18 48. This action involves questions of law common to the Louisiana  
19 Teacher Class, including:

20 a. Whether Recruiter Defendants' and Legal Facilitator

1 Defendants' conduct as set forth in the First Claim for Relief violated the forced  
2 labor and trafficking provisions of the TVPA (18 U.S.C. §§ 1589, 1590, 1592,  
3 1594(a), and/or 1594(b));

4 b. Whether Recruiter Defendants' and Legal Facilitator  
5 Defendants' conduct as set forth in the Second Claim for Relief violated RICO  
6 Sections 1962(c) and 1962(d);

7 c. Whether Recruiter Defendants' conduct as set forth in the Third  
8 Claim for Relief violated the Employment Agency and Job Services Act (Cal. Civ.  
9 Code § 1812.508);

10 d. Whether Recruiter Defendants' conduct as set forth in the  
11 Fourth Claim for Relief violated the California Unfair Business Practices Act (Cal.  
12 Business and Professional Code § 17200);

13 e. Whether Recruiter Defendants' conduct as set forth in the Fifth  
14 Claim for Relief constituted fraud;

15 f. Whether contracts entered into between Louisiana Teacher  
16 Class members and Defendant Universal and Defendant PARS are void because  
17 they were the result of undue influence, as set forth in the Sixth Claim for Relief;

18 g. Whether contracts entered into between Louisiana Teacher  
19 Class members and Defendant Universal and Defendant PARS are void because  
20 they are illegal, as set forth in the Seventh Claim for Relief;

1           h.     Whether fees collected by Defendant Universal and Defendant  
2 PARS that were not pursuant to any written contract were illegal, as set forth in the  
3 Eighth Claim for Relief;

4           i.     Whether Legal Facilitator Defendants' conduct as set forth in  
5 the Ninth Claim for Relief constituted a breach of a fiduciary duty;

6           j.     Whether Legal Facilitator Defendants' conduct as set forth in  
7 the Tenth Claim for Relief constituted legal malpractice;

8           k.     The nature of damages available to Plaintiffs and other Class  
9 Members, including the applicability of compensatory, treble, and/or punitive  
10 damages; and

11           l.     Whether and what kinds of injunctive relief are appropriate.

12         49.     This action involves questions of fact common to the class, including:

13           a.     Whether Recruiter Defendants and Legal Facilitator Defendants  
14 threatened Plaintiffs and other Louisiana Teachers Class members with serious  
15 financial harm and/or abuse of legal process to obtain Plaintiffs' and other  
16 Louisiana Teachers Class members' labor or services;

17           b.     Whether Recruiter Defendants and Legal Facilitator Defendants  
18 recruited, harbored, transported, obtained and/or provided Plaintiffs and other  
19 Louisiana Teachers Class members for the purpose of subjecting them to forced  
20 labor;

1 c. Whether Recruiter Defendants and Legal Facilitator Defendants  
2 conducted one or more enterprises through a pattern of racketeering activity;

3 d. Whether Recruiter Defendants and Legal Facilitator Defendants  
4 committed or agreed to commit the predicate racketeering acts identified in the  
5 Second Claim for Relief; and

6 e. The source and amount of Plaintiffs' and other Class Members'  
7 damages.

8 50. The claims of the Plaintiffs asserted in the First through Tenth Claims  
9 for Relief are typical of the claims of the Louisiana Teachers Class.

10 51. The Plaintiffs will fairly and adequately protect the interests of the  
11 Louisiana Teachers Class.

12 52. Plaintiffs have retained counsel who are experienced in handling class  
13 action litigation on behalf of immigrant workers like Plaintiffs and are prepared to  
14 advance costs necessary to litigate this action.

15 Rule 23(b)(2)

16 53. Recruiter Defendants and Legal Facilitator Defendants have acted or  
17 refused to act on grounds that apply generally to the Louisiana Teacher Class, so  
18 that declaratory relief and final injunctive relief are appropriate with respect to the  
19 Louisiana Teacher Class as a whole. Recruiter Defendants' and Legal Facilitator  
20 Defendants' actions and inactions include, *inter alia*:

1 a. Illegally enforcing contracts that are the result of undue  
2 influence and coercion, as set forth in the Sixth Claim for Relief;

3 b. Illegally enforcing contractual terms that are illegal, as set forth  
4 in the Seventh Claim for Relief;

5 c. Illegally collecting fees prohibited under the law, as set forth in  
6 the Eighth Claim for Relief; and

7 d. Illegally forcing Louisiana Teacher Class members to pay for  
8 fees in the H-1B visa process that are the sole obligation of the employer /  
9 petitioner, as set forth in the Ninth and Tenth Claims for Relief.

10 54. The Louisiana Teacher Class seeks to enjoin enforcement of the  
11 contracts and the collection of further fees as set forth in the Seventh through Ninth  
12 Claims for Relief.

13 55. The Louisiana Teacher Class also seeks to enjoin each Recruiter  
14 Defendant and each Legal Facilitator Defendant from engaging in the unlawful  
15 acts described in this Complaint in the future.

16 Rule 23(b)(3)

17 56. Common questions of law and fact relevant to the First through Tenth  
18 Claims for Relief, as identified above, predominate over any pertinent questions  
19 involving only individual members.

20 57. A class action is superior to other available methods of adjudicating

1 the claims set forth in the First through Tenth Claims for Relief because, *inter alia*:

2 a. Common issues of law and fact, as identified in part above,  
3 substantially diminish the interest of class members in individually controlling the  
4 prosecution of separate actions;

5 b. The Louisiana Teacher Class members are foreign nationals  
6 who are in substantial debt, lack the means and/or resources to secure individual  
7 legal assistance, and are often unaware of their rights to prosecute these claims;

8 c. No member of the Louisiana Teacher Class has already  
9 commenced litigation to determine the questions presented. The only litigation  
10 bearing on issues raised in this case are:

11 i. baseless lawsuits filed by Defendant Universal against a  
12 few Louisiana Teacher Class members, which constitute an abuse of legal process  
13 in furtherance of Recruiter Defendants' trafficking scheme, as described below;  
14 and

15 ii. An administrative hearing at the Louisiana Workforce  
16 Commission, which via opinion dated April 14, 2010 concluded that Defendant  
17 Universal was not properly licensed under the Louisiana Private Employment  
18 Services Law, but did not rule on the validity of the contracts themselves, finding  
19 this was outside of its jurisdictional mandate; and

20 d. A class action can be managed with efficiency and without

1 undue difficulty because Defendants have systematically and regularly committed  
2 the violations complained of herein and have used standardized recruitment and  
3 record-keeping practices throughout the time period at issue.

4 **B. EBRPSS Teacher Subclass**

5 58. Class claims for compensatory, treble, and/or punitive damages are  
6 brought pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil  
7 Procedure. For the purpose of claims for compensatory, treble, and/or punitive  
8 damages, the EBRPSS Teacher Subclass is defined as all Filipino nationals (i) who  
9 have obtained H-1B visas through Recruiter Defendants and Legal Facilitator  
10 Defendants during the period from January 1, 2007 through the present, and (ii)  
11 whose H-1B visa petition was executed by an agent of EBRPSS for employment at  
12 EBRPSS.

13 59. Class claims for injunctive and declaratory relief are brought pursuant  
14 to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure. For the  
15 purpose of claims for injunctive and declaratory relief, the EBRPSS Teacher  
16 Subclass is defined as all foreign nationals who have obtained or will obtain  
17 immigrant or non-immigrant visas for employment at EBRPSS.

18 60. The EBRPSS Teacher Subclass seeks relief from all Defendants.

19 **Rule 23(a)**

20 61. Only the Recruiter Defendants, Legal Facilitator Defendants, and

1 Employer Defendants know the precise number of individuals in the EBRPSS  
2 Teacher Subclass, but upon information and belief the class includes over 200  
3 individuals. The EBRPSS Teacher Subclass is so numerous that joinder of all  
4 members of the EBRPSS Teacher Subclass is impracticable.

5 62. The questions of law common to the EBRPSS Teacher Subclass are  
6 the same as the questions of law identified for the Louisiana Teacher Class in ¶ 48,  
7 *supra*. In addition, the following questions of law are unique and common to the  
8 EBRPSS Teacher Subclass:

9 a. Whether Individual Employer Defendants' conduct as set forth  
10 in the Second Claim for Relief violated RICO Sections 1962(c) and 1962(d);

11 b. Whether Employer Defendants knowingly benefited from  
12 participation in the venture with Recruiter Defendants and Legal Facilitator  
13 Defendants that deprived Plaintiffs and other EBRPSS Teacher Subclass members  
14 of their right to be free from forced labor, as set forth in the Twelfth Claim for  
15 Relief;

16 c. Whether Employer Defendants knew or should have known  
17 that such venture engaged in a violation of Chapter 77 of Title 18 of the United  
18 States Code, as set forth in the Twelfth Claim for Relief;

19 d. Whether Recruiter Defendants and Legal Facilitator Defendants  
20 were agents of the Employer Defendants; and



1 e. Whether Defendant EBRPSS's conduct as set forth in the  
2 Thirteenth Claim for Relief constituted negligent hiring.

3 63. This action involves all the questions of fact common to the class  
4 identified for the Louisiana Teacher Class in ¶ 49, *supra*.

5 64. The claims of EBRPSS Teacher Subclass asserted in the Second,  
6 Eleventh, and Twelfth Claims for Relief are typical of the claims of the EBRPSS  
7 Teacher Subclass.

8 65. The EBRPSS Teacher Subclass Representative Plaintiffs Nunag-  
9 Tañedo, Cruz, and Escuadra will fairly and adequately protect the interests of the  
10 EBRPSS Teacher Subclass.

11 66. Plaintiffs have retained counsel who are experienced in handling class  
12 action litigation on behalf of immigrant workers like Plaintiffs and are prepared to  
13 advance costs necessary to litigate this action.

14 Rule 23(b)(2)

15 a. Employer Defendants have acted or refused to act on grounds  
16 that apply generally to the EBRPSS Teacher Subclass, so that declaratory relief  
17 and final injunctive relief are appropriate with respect to the EBRPSS Teacher  
18 Subclass as a whole. Employer Defendants' actions and inactions include, *inter*  
19 *alia*: illegally requiring EBRPSS Teacher Subclass members to pay visa  
20 processing fees that are the legal obligation of the petitioner for the H-1B visa, not

1 the beneficiary.

2 67. The EBRPSS Teacher Subclass seeks to enjoin Employer Defendants  
3 from engaging in the unlawful acts described in this Complaint in the future.

4 Rule 23(b)(3)

5 68. Common questions of law and fact relevant to the Second, Eleventh,  
6 and Twelfth Claims for Relief, as identified above, predominate over any pertinent  
7 questions involving only individual members.

8 69. A class action is superior to other available methods of adjudicating  
9 the claims set forth in the Second, Eleventh, and Twelfth Claims for Relief  
10 because, *inter alia*:

11 a. Common issues of law and fact, as identified in part above,  
12 substantially diminish the interest of class members in individually controlling the  
13 prosecution of separate actions;

14 b. The EBRPSS Teacher Subclass members are foreign nationals  
15 who are in substantial debt, lack the means and/or resources to secure individual  
16 legal assistance, and are often unaware of their rights to prosecute these claims;

17 c. No member of the EBRPSS Teacher Subclass has already  
18 commenced litigation to determine the questions presented. The only litigation  
19 bearing on issues raised in this case are:

20 i. baseless lawsuits filed by Defendant Universal against a

1 few EBRPSS Subclass members, which constitute an abuse of legal process in  
2 furtherance of Recruiter Defendants' trafficking scheme, as described below; and

3           ii. An administrative hearing at the Louisiana Workforce  
4 Commission, which via opinion dated April 14, 2010 concluded that Defendant  
5 Universal was not properly licensed under the Louisiana Private Employment  
6 Services Law, but did not rule on the validity of the contracts themselves, finding  
7 this was outside of its jurisdictional mandate; and

8           d. A class action can be managed with efficiency and without  
9 undue difficulty because Defendants have systematically and regularly committed  
10 the violations complained of herein and have used standardized recruitment,  
11 record-keeping, and, with respect to the Employer Defendants, employment  
12 practices throughout the time period at issue.

## 13                           V.       STATEMENT OF FACTS

14       70. Plaintiffs and other members of the Louisiana Teacher Class and the  
15 EBRPSS Teacher Subclass (collectively, "Class Members") are teachers and  
16 Filipino nationals who were trafficked from the Philippines to the United States by  
17 Defendants at various times between 2007 and the present.

18       71. Plaintiffs and other Class Members are or were holders of "H-1B  
19 visas," which permit foreign nationals with special skills to work for a specified  
20 employer in the United States for a period of up to six years.

1           72. Recruiter Defendants operated a trafficking scheme to recruit  
2 Plaintiffs and other Class Members from the Philippines for work in Louisiana  
3 public schools. Defendant Lourdes Navarro primarily ran Recruiter Defendants'  
4 operations in the United States, while her brother Defendant Villarba primarily ran  
5 Recruiter Defendants' operation in the Philippines.

6           73. Defendant Lourdes Navarro traveled periodically to the Philippines in  
7 furtherance of Recruiter Defendants' operations.

8           74. Defendant Lourdes Navarro and Defendant Villarba were charged in  
9 California with health benefits (Medi-Cal) fraud, grand theft, identity theft, money  
10 laundering, forged identification and white collar crime in 2000. Lourdes Navarro  
11 pled *nolo contendere* to the charges that she, with others, willfully defrauded more  
12 than \$1,000,000 from Medi-Cal, and served time in Orange County Jail for this  
13 conviction. A warrant to arrest Villarba was issued, but years later was recalled by  
14 the court and the action against Villarba was dismissed. Upon information and  
15 belief, Villarba fled the jurisdiction.

16           75. Defendant Lourdes Navarro pled guilty to a charge of money  
17 laundering in New Jersey in 2003.

18           76. EBRPSS and the non-defendant Louisiana School Districts contracted  
19 with Recruiter Defendants and Legal Facilitator Defendants to recruit highly  
20 skilled teachers from the Philippines, utilizing the H-1B visa process.

1 77. EBRPSS had hired teachers through the H-1B visa process in the past,  
2 before EBRPSS contracted with Recruiter Defendants and Legal Facilitator  
3 Defendants to recruit Plaintiffs and other Class Members.

4 **A. Factual Allegations Related to Laws Regulating the Recruitment**  
5 **of Philippine Nationals for Employment within Louisiana**

6 1. Regulations of the Philippine Overseas Employment  
7 Administration

8 78. In the Philippines, the Philippine Overseas Employment  
9 Administration (“POEA”), a government entity, regulates the recruitment of  
10 nationals from the Philippines to work abroad.

11 79. The POEA requires any person, partnership, or corporation engaged  
12 in the recruitment and placement of workers abroad for a fee, which is charged  
13 directly or indirectly to the workers or employers or both, to obtain a license from  
14 the POEA.

15 80. The POEA refers to any person, partnership, or corporation, as  
16 defined in ¶ 79, *supra*, as a “Private Employment Agency.”

17 81. The POEA’s rules and regulations state that unless otherwise  
18 provided, the employer will be responsible for the payment of the visa fee, airfare,  
19 POEA processing fee, and Philippine Overseas Workers Welfare Administration  
20 membership fee.

21 82. The POEA’s rules and regulations prohibit private employment

1 agencies from charging more than one month's salary from the workers for whom  
2 the agencies acquire overseas employment. Documentation costs including  
3 authentication costs may also be charged to the worker. However, the POEA's  
4 rules and regulations provide that no other charges in whatever form, manner, or  
5 purpose shall be imposed on or paid by the worker without prior approval from the  
6 POEA.

7 2. Federal United States Regulations of the United States  
8 Government regarding H-1B Visa Workers

9 83. The Immigration and Nationality Act ("INA") § 101(a)(15)(H)(i)(b),  
10 8 U.S.C. § 1101(a)(15)(H)(i)(b), provides for the admission into the United States  
11 of certain temporary workers. These workers are referred to as "H-1B workers,"  
12 and "H-1B" designates the type of visa that the worker receives. Provisions related  
13 to the administration of the H-1B visa program are found in INA § 214, 8 U.S.C.  
14 § 1184, and 8 C.F.R. § 214.2(h) (Department of Homeland Security regulations),  
15 and 20 C.F.R. Part 655 (Department of Labor regulations).

16 84. The process for obtaining an H-1B visa application and process is  
17 controlled by the employer, not the worker. The employer must submit a Labor  
18 Conditions Application ("LCA") to the Department of Labor. After the LCA is  
19 approved the employer must submit an "I-129 Petition for a Nonimmigrant  
20 Worker" to the United States Citizenship and Immigration Services ("USCIS"), a  
21 component of the United States Department of Homeland Security. If USCIS

1 approves the petition, the worker may then appear at a designated U.S. Embassy or  
2 Consulate for an interview. If the worker passes the interview, the worker will be  
3 issued an H-1B visa.

4 85. As part of the I-129 Petition for a Nonimmigrant Worker, the  
5 petitioning employer must also fill out a form entitled “I-129 H-1B Data Collection  
6 and Filing Fee Exemption Supplement” (hereinafter referred to as the “H-1B Filing  
7 Fee form”) to determine the fee the petitioner must pay to file the petition. The H-  
8 1B Filing Fee form provides that, at a minimum, a petitioner must pay a \$320  
9 filing fee and a \$500 anti-fraud fee.

10 3. Regulations of the Louisiana Workforce Commission

11 86. The Louisiana Workforce Commission administers the Louisiana  
12 Private Employment Services Law, La. R.S. 23:101, *et seq.* (hereinafter referred to  
13 as “LPES”).

14 87. The LPES provides that any person, company, corporation, or  
15 partnership must be licensed by the Louisiana Workforce Commission before it  
16 may operate, solicit, or advertise as an employment service within Louisiana.

17 88. The LPES provides that any contract between an employment service  
18 and an applicant or candidate must first be approved by the Louisiana Workforce  
19 Commission.

20 89. The LPES provides that any fees charged by an employment service

1 must be based on a schedule of fees as applied to the applicant’s projected first  
2 year’s gross earnings.

3 90. Regulations implementing the LPES provide that an employment  
4 service may not charge or receive a fee from an applicant prior to the actual  
5 commencement of work on a job procured by the employment service.

6 **B. Factual Allegations Related to the Trafficking Scheme**

7 1. Trafficking Step 1: Employer Defendants Recruiter  
8 Defendants, and Legal Facilitator Defendants Agree to a Joint  
9 Venture to Recruit Teachers from the Philippines to Teach in  
10 Louisiana

11 91. From 2006 to present, Recruiter Defendants advertised their services  
12 and the services of Legal Facilitator Defendants to school districts throughout the  
13 United States, including Employer Defendants and the non-defendant Louisiana  
14 School Districts. Recruiter Defendants represented themselves as specializing in  
15 the recruitment of highly qualified teachers from the Philippines, and placement of  
16 these teachers within school districts in the United States. Recruiter Defendants  
17 also claimed to specialize in teachers of special education, math, and science.

18 92. At all relevant times, Recruiter Defendants were operating as an  
19 “employment service” within Louisiana as that term is defined by Section 23:101  
20 of the Louisiana Revised Statutes.

21 93. At no time did any Recruiter Defendant become licensed as an  
22 employment service, as required by Section 23:104 of the Louisiana Revised



1 Statutes.

2 94. Recruiter Defendants informed Employer Defendants that although  
3 the school districts would pay the salaries of any teachers they hired, Employer  
4 Defendants would not be required to pay any fees for Recruiter Defendants'  
5 services. Upon information and belief, Recruiter Defendants made similar  
6 representations to the non-defendant Louisiana School Districts, with the exception  
7 of the Recovery School District, which paid some fees to Recruiter Defendants.  
8 However, the money paid by the Recovery School District was targeted to serve as  
9 an incentive to teacher-employees to work in the Recovery School District after  
10 Hurricane Katrina; Class Members working at Recovery School District did not  
11 receive this incentive money, and were told that some of it was used to pay  
12 Recruiter Defendants, instead.

13 95. Employer Defendants and the non-defendant Louisiana School  
14 Districts agreed to utilize the services offered by Recruiter Defendants and Legal  
15 Facilitator Defendants to recruit and place teachers within their school districts.  
16 Pursuant to this joint venture, Employer Defendants and the non-defendant  
17 Louisiana School Districts were to receive, and did knowingly receive, numerous  
18 benefits including:

19 a. The benefit of having teachers recruited from the Philippines;

20 b. The benefit of having Recruiter Defendants and Legal

1 Facilitator Defendants navigate the H-1B visa process; and

2 c. The benefit of not being required to pay for any of the fees  
3 related to the H-1B visa process or to pay for the procurement of Filipino teachers  
4 with H-1B visas.

5 2. Trafficking Step 2: Employer Defendants Interview Plaintiffs  
6 and the Class Members

7 96. Plaintiffs and other Class Members are teachers, and were recruited  
8 because they were experienced teachers.

9 97. Plaintiffs and other Class Members learned of the opportunity to teach  
10 in the United States through advertisements by Recruiter Defendants placed in  
11 Philippine newspapers, and/or through word of mouth from other teachers.

12 98. Plaintiffs and other Class Members presented themselves to Recruiter  
13 Defendants to be interviewed for possible teaching positions with Employer  
14 Defendants and with some of the non-defendant Louisiana School Districts.

15 99. Representatives of Employer Defendants, including Defendant Duran  
16 Swinford, interviewed EBRPSS Teacher Plaintiffs in person in the Philippines or  
17 by teleconference and/or videoconference.

18 100. Representatives of the non-defendant Louisiana School Districts  
19 interviewed non-EBRPSS Teacher Plaintiffs in person in the Philippines or by  
20 teleconference and/or videoconference.

21 101. Recruiter Defendants paid or reimbursed all expenses incurred by

1 Employer Defendants and the non-defendant Louisiana School Districts in  
2 interviewing Plaintiffs and other Class Members, including airline tickets, hotel  
3 reservations, and a *per diem* for those who traveled to the Philippines.

4 3. Trafficking Step 3: Recruiter Defendants Charge First  
5 Recruitment Fee, but Hide from Class Members an Undisclosed  
6 Second Recruitment Fee

7 102. Shortly after the interviews, Recruiter Defendants informed Plaintiffs  
8 and other Class Members that they had been selected to teach in the United States.  
9 Recruiter Defendants then told Plaintiffs and other Class Members about some, but  
10 not all, of the next steps in the recruitment process. In particular, Recruiter  
11 Defendants only disclosed that Class Members would need to collect and submit  
12 certain documents in support of their H-1B visa application, and that Class  
13 Members would have to pay a recruitment fee (hereinafter referred to as the “First  
14 Recruitment Fee”).

15 103. The First Recruitment Fee typically totaled between \$5,000 to \$5,500  
16 per Class Member. The First Recruitment Fee consisted of three parts.

17 a. Recruiter Defendants claimed that part of the First Recruitment  
18 Fee was for visa processing (hereinafter referred to as the “Visa Processing Fee”).  
19 The Visa Processing Fee typically totaled from \$3,920 to \$4,000, and included a  
20 “petition filing” fee of \$320, an “anti-fraud” fee of \$500, a “premium processing”  
21 fee of \$1,000, a “mailing” fee of between \$100 and \$180, and a “legal services”

1 fee of \$2,000.

2           b.     Recruiter Defendants claimed that part of the First Recruitment  
3 Fee was for an evaluation of the Class Member’s Filipino teaching credentials  
4 (hereinafter referred to as the “Credentials Evaluation Fee”). An evaluation of  
5 foreign teaching credentials is necessary to obtain the teaching license necessary to  
6 teach in a Louisiana public school. The Credential Evaluation Fees typically  
7 ranged from \$570 to \$725.

8           c.     The First Recruitment Fee included an agency fee (the “Agency  
9 Fee”) that was typically \$1,000, though approximately twenty class members were  
10 permitted to pay a lesser amount.

11           104. Recruiter Defendants threatened Plaintiffs and other Class Members  
12 that if they did not pay the First Recruitment Fee, they would be replaced by other  
13 applicants.

14           105. For Plaintiffs and other Class Members, who were working as  
15 teachers in the Philippines, the First Recruitment Fee of \$5,000 to \$5,500 was very  
16 high. According to data from the National Statistics Office of the Republic of the  
17 Philippines for 2006, which is the latest year that data is available, a fee of \$5,000  
18 to \$5,500 represents more than one and a half times the average annual household

1 income in the Philippines.<sup>1</sup>

2 106. Plaintiffs and other Class Members had to take out loans from family,  
3 friends, banking institutions, and/or private lenders to pay the First Recruitment  
4 Fee. Some Plaintiffs and other Class Members also needed to liquidate assets to  
5 pay the First Recruitment Fee.

6 107. Plaintiffs and other Class Members delivered the First Recruitment  
7 Fee to the office of Defendant PARS in the Philippines. Plaintiffs and other Class  
8 Members were required to pay the First Recruitment Fee in cash. PARS usually  
9 issued hand-written receipts that identified the recipient as Defendant Universal.

10 108. At this stage in the trafficking process, Recruiter Defendants  
11 fraudulently did not disclose to Plaintiffs and other Class Members that they would  
12 be required to pay a second and much larger recruitment fee before they would be  
13 permitted to leave for the United States.

14 a. As described in ¶¶ 118–127, *infra*, Recruiter Defendants later  
15 required Plaintiffs and other Class Members to pay three months of their projected  
16 salary as teachers in the United States (the “Undisclosed Second Recruitment  
17 Fee”), and to pay for their airfare to the United States. Recruiter Defendants

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<sup>1</sup> Average household income in 2006 was 173,000 Philippine Pesos. See National Statistics Office, Philippines, Official Web Site, *available at* <http://www.census.gov.ph>. On January 1, 2006, the average interbank exchange rate was 1 Philippine Peso to 0.01882 U.S. Dollars. At that rate, \$5,500 is equivalent to 292,242 Philippine Pesos.

1 collected two months of each Class Member's projected salary before the Class  
2 Member departed from the Philippines, and intended to collect a third month of  
3 salary after the teachers were in the United States for one year. Because the school  
4 year is typically ten months long, and Plaintiffs and other Class Members would  
5 only earn income from their schools for ten months per year, this exorbitant fee  
6 was a full 30 percent of one year's salary.

7           b.     Recruiter Defendants were at all times aware that they would  
8 require Plaintiffs and other Class Members to pay this Undisclosed Second  
9 Recruitment Fee, and a charge for airfare, before they would return Plaintiffs' and  
10 other Class Members' passports and visas to them, and permit them to travel to the  
11 United States.

12           109. Plaintiffs and other Class Members reasonably relied on Recruiter  
13 Defendants' fraudulent omission and reasonably assumed that the First  
14 Recruitment Fee they had paid, totaling approximately \$5,000 to \$5,500, would be  
15 all or nearly all that they would be charged. Plaintiffs and other Class Members  
16 based this reasonable assumption on several grounds, including public information  
17 available on the website of the POEA, which states that the maximum fee that may  
18 be charged is the equivalent of one month's salary, and the common knowledge in  
19 the Philippines about how the foreign worker recruitment process typically  
20 operated there.

1           110. Upon information and belief, after Plaintiffs and other Class Members  
2 paid the First Recruitment Fee, Recruiter Defendants, Legal Facilitator Defendants,  
3 Employer Defendants, and the non-defendant Louisiana School Districts arranged  
4 to send documents from the United States, through electronic mail or facsimile, for  
5 Plaintiffs and other Class Members to execute. These documents included a job  
6 offer from Employer Defendants or from the non-defendant Louisiana School  
7 Districts. The job offers were signed by Plaintiffs and other Class Members in the  
8 Philippines, and by Employer Defendants or the non-defendant Louisiana School  
9 Districts in the United States.

10           4.     Trafficking Step 4: Recruiter Defendants Seize and Control  
11                     Documents

12           111. After Plaintiffs and other Class Members received their job offers,  
13 Recruiter Defendants informed them that their petitions for an H-1B visa had been  
14 preliminarily approved, and that the Plaintiffs and other Class Members would  
15 need to be interviewed at the U.S. Embassy to obtain their H-1B visas.

16           112. Recruiter Defendants arranged Plaintiffs' and other Class Members'  
17 interview schedules at the U.S. Embassy in Manila and charged Plaintiffs and other  
18 Class Members for arranging the interviews.

19           113. Recruiter Defendants required Plaintiffs and other Class Members to  
20 attend a meeting conducted by Defendant Villarba before their interviews at the  
21 U.S. Embassy. In these sessions, Villarba instructed the Plaintiffs and other Class

1 Members that if they were asked how the fees and costs for the visas had been  
2 paid, that they were to admit that they paid for the certification of their school  
3 transcripts only, and they were not to admit that they paid any other fees. Villarba  
4 told Plaintiffs and other Class Members that if the U.S. Embassy learned that they  
5 had paid any additional fees, the Embassy would not issue their visas, and  
6 Plaintiffs and other Class Members would forfeit all the money they had already  
7 paid. (Upon information and belief, Plaintiffs and other Class Members were not  
8 in fact asked about the payment of fees during their U.S. Embassy interviews.)

9 114. It is standard practice for an H-1B visa applicant to bring her passport  
10 with her to an Embassy interview, and if the interview is successful, to leave her  
11 passport at the Embassy with instructions for delivery after the H-1B visa has been  
12 inserted into the passport.

13 115. Recruiter Defendants required Plaintiffs and other Class Members to  
14 instruct the U.S. Embassy to have their passports delivered directly to Recruiter  
15 Defendants' office in the Philippines rather than to Plaintiffs' and other Class  
16 Members' home addresses.

17 116. Plaintiffs' and other Class Members' visas were approved, and their  
18 visas and passports were sent directly to Recruiter Defendants' office in the  
19 Philippines.

20 117. Recruiter Defendants retained possession of Plaintiffs' and other Class



1 Members' passports and refused to return them to Plaintiffs and other Class  
2 Members. Recruiter Defendants stated that Plaintiffs and other Class Members  
3 would receive their passports back only after they paid all fees imposed and  
4 Recruiter Defendants were ready for Plaintiffs and other Class Members to fly to  
5 the United States.

6 5. Trafficking Step 5: Recruiter Defendants Announce Previously  
7 Undisclosed Second Recruitment Fee (Three Months of Salary  
8 to be Earned in United States) and Fee for Airfare

9 118. After Plaintiffs and other Class Members had already paid the non-  
10 refundable First Recruitment Fee of between \$5,000 to \$5,500 in cash, which was  
11 well in excess of a year's wages in the Philippines, Recruiter Defendants told  
12 Plaintiffs and other Class Members for the first time that they would have to pay a  
13 second and much larger recruitment fee, as well as the cost of their airfare to the  
14 United States.

15 a. Recruiter Defendants explained, orally and through documents  
16 they required Plaintiffs and other Class Members to sign, that the Undisclosed  
17 Second Recruitment Fee would be an amount equal to three months of Plaintiffs'  
18 and other Class Members' expected United States salary.

19 b. Recruiter Defendants explained that Plaintiffs and other Class  
20 Members would be required to pay a fee equal to two months of their expected  
21 United States salaries before the Recruiter Defendants would return their visas and

1 passports, and before they would be permitted to depart for the United States. The  
2 remaining fee (equal to an additional month's salary) would be collected later, after  
3 Plaintiffs and other Class Members had been in the United States for one year.

4 c. Recruiter Defendants informed Plaintiffs and other Class  
5 Members what their monthly salaries would be, based on a salary schedule that  
6 Recruiter Defendants claimed was in effect at the schools where Plaintiffs and  
7 other Class Members would be teaching. However, the salary stated by Recruiter  
8 Defendants was often inaccurate, and was often higher than the salaries Plaintiffs  
9 and other Class Members would actually earn, resulting in many Plaintiffs and  
10 other Class Members paying up-front fees equivalent to even more than two-  
11 months' worth of their expected salaries.

12 d. Teachers at EBRPSS and the non-defendant Louisiana School  
13 Districts typically work ten months per school year, and their annual salaries are  
14 therefore typically paid over the course of ten months. The Undisclosed Second  
15 Recruitment Fee was based on a ten month salary system. Accordingly, the  
16 Undisclosed Second Recruitment Fee represented a full 30 percent of the expected  
17 annual income of Plaintiffs and other Class Members—20 percent payable before a  
18 teacher left the Philippines and the remaining 10 percent payable after the teacher  
19 had been in the United States for one year.

20 e. According to Recruiter Defendants' records, Plaintiffs and other

1 Class Members were required to pay from \$6,300 to \$12,000 to cover the 20  
2 percent fee due before departing the Philippines. The average charge was \$9,238  
3 and the median charge was \$9,400.

4 119. Recruiter Defendants also told Plaintiffs and other Class Members  
5 that they would have to purchase plane tickets through PARS, and that they were  
6 not permitted to purchase their own plane tickets.

7 a. The ticket prices charged typically averaged between \$800 and  
8 \$1,200 for a one-way ticket.

9 b. Plaintiffs and other Class Members could have obtained tickets  
10 at a lower price than what they were charged by Recruiter Defendants.

11 120. The Recruiter Defendants told Plaintiffs and other Class Members that  
12 if they did not pay the two-month fee and cost of the plane ticket, they would  
13 forfeit the substantial sums they had already paid, they would not be permitted to  
14 travel to the United States, and they would not be given their visas.

15 121. Plaintiffs and other Class Members were surprised by these new and  
16 exorbitant fees, which were in addition to the substantial fees they had already  
17 been charged. However, they felt powerless to do anything other than conform to  
18 Recruiter Defendants' demands because they did not have control over their  
19 passports, and if they did not come to work in the United States, they would suffer  
20 severe financial harm because of the overwhelming non-refundable debt they had

1 already accumulated.

2 122. Plaintiffs and other Class Members had no personal funds or assets to  
3 cover the Undisclosed Second Recruitment Fee and the cost of the plane ticket, and  
4 almost all Plaintiffs and other Class Members lacked other personal or community  
5 resources on which to draw to satisfy these new charges.

6 123. Recruiter Defendants anticipated that Plaintiffs and other Class  
7 Members likely lacked the resources to cover the Undisclosed Second Recruitment  
8 Fee and referred Plaintiffs and other Class Members to private lending businesses  
9 where the Plaintiffs and other Class Members could borrow the outstanding  
10 balance. The private lenders identified by Recruiter Defendants were FG Financial  
11 Company, Inc., and AG Finance, Inc.

12 124. FG Financial Company, Inc., and AG Finance, Inc. charged usurious  
13 and exploitative interest rates of between 3 percent and 5 percent per month. Upon  
14 information and belief, these interest rates were compounding monthly, and  
15 therefore equate to an annual interest rate of 43 percent to 80 percent per year.

16 125. Upon information and belief, Recruiter Defendants received  
17 compensation from FG Financial Company, Inc., and AG Finance, Inc. for  
18 referring Plaintiffs and other Class Members to them.

19 126. Recruiter Defendants gave hand-written receipts to Plaintiffs and  
20 other Class Members for the portion of the Undisclosed Second Recruitment Fee

1 paid in the Philippines, showing that half of the fee (one month's salary) was  
2 received by Defendant PARS, and half of the fee (another month's salary) was  
3 received by Defendant Universal.

4 127. According to Recruiter Defendants' records, each Plaintiff and other  
5 Class Member paid Recruiter Defendants aggregate fees, on average, of  
6 approximately \$16,000 before he or she left the Philippines.

7 6. Trafficking Step 6: Recruiter Defendants Require Signature of  
8 Illegal Contracts in the Philippines

9 128. Recruiter Defendants required Plaintiffs and other Class Members to  
10 sign contracts in the Philippines before they departed for the United States.

11 129. Upon information and belief, the contracts were signed after Recruiter  
12 Defendants, Employer Defendants, and Plaintiffs and other Class Members had  
13 completed all or substantially all of the work necessary to obtain H-1B visas.

14 130. Plaintiffs and other Class Members were required to sign a contract in  
15 the Philippines on Defendant PARS's letterhead (the "PARS Contract").

16 131. The PARS Contract was not pre-approved by the Louisiana  
17 Workforce Commission, as required by Section 23:111(B)(3) of the Louisiana  
18 Revised Statutes, and were not pre-approved by the POEA.

19 132. Upon information and belief, the PARS contract specified that the  
20 teacher must:

- 21 a. make an up front payment to PARS equal to one month's

1 promised salary;

2           b.     pay a legal fee for an immigration attorney; and

3           c.     pay a visa processing fee.

4           133. Plaintiffs and other Class Members were denied copies of the PARS  
5 Contract, even though several asked for a copy of the contract.

6           134. Some Plaintiffs and some other Class Members were required to sign  
7 a contract in the Philippines on Defendant Universal’s letterhead (the “Universal  
8 Philippine Contract”).

9           135. The Universal Philippine Contract was not pre-approved by the  
10 Louisiana Workforce Commission, as required by Section 23:111(B)(3) of the  
11 Louisiana Revised Statutes, and the fees contemplated in the Contract were not  
12 pre-approved by the POEA.

13           136. Upon information and belief, the Universal Philippine Contract  
14 specified that Plaintiffs and other Class Members would pay ten percent of their  
15 gross monthly income for twenty-four months to Defendant Universal.

16           137. Plaintiffs and other Class Members were denied copies of the  
17 Universal Philippine Contract, even though several asked for a copy of the  
18 contract.

19           138. Plaintiffs and other Class Members were rushed into signing the  
20 PARS Contract and the Universal Philippine Contract. Plaintiffs and other Class

1 Members did not have an opportunity to review the PARS Contract or the  
2 Universal Philippine Contract before signing them.

3 139. Given Plaintiffs' and other Class Members' enormous debt and severe  
4 financial exposure, they reasonably believed that they had no choice but to sign the  
5 contracts and travel to the United States to work in order to repay these substantial  
6 financial obligations.

7 7. Trafficking Step 7: Recruiter Defendants Direct Plaintiffs and  
8 other Class Members to California, Compel Signatures on  
9 Illegal Contracts in California, and Control Documents

10 140. The plane tickets arranged by Recruiter Defendants required Plaintiffs  
11 and other Class Members to fly to the Los Angeles International Airport, where  
12 they were required to meet with Recruiter Defendants' representatives in  
13 California: Defendant Lourdes Navarro, Defendant Hothello Navarro, and/or other  
14 agents of Defendant Universal.

15 141. Recruiter Defendants took Plaintiffs and other Class Members to  
16 Recruiter Defendants' office in California, confiscated their passports and visas,  
17 and forced them to sign another contract (hereinafter referred to as "Universal  
18 California Contract").

19 142. The Universal California Contract was not pre-approved by the  
20 Louisiana Workforce Commission, as required by Section 23:111(B)(3) of the  
21 Louisiana Revised Statutes, and the fees contemplated in the Contract were not

1 pre-approved by the POEA.

2 143. The Universal California Contract provided that Plaintiffs and other  
3 Class Members would pay ten percent of their gross monthly income for twenty-  
4 four months to Defendant Universal.

5 144. Plaintiffs and other Class Members were rushed in reading the  
6 Universal California Contract. Some Plaintiffs and other Class Members  
7 questioned the terms of the contract when they were in the Recruiter Defendants'  
8 office in California. Recruiter Defendants or their representatives threatened that  
9 Plaintiffs and other Class Members would be immediately sent back to the  
10 Philippines if they did not sign the contract as written.

11 145. Plaintiffs and other Class Members signed the Universal California  
12 Contract because they reasonably believed they had no choice but to sign the  
13 contracts in order to be able to work in the United States, which was the only way  
14 they could possibly repay the enormous debt they had incurred as a result of  
15 Recruiter Defendants' scheme.

16 8. Trafficking Step 8: Recruiter Defendants Dictate Housing  
17 Arrangements

18 146. While in California, Plaintiffs and other Class Members were  
19 informed that Recruiter Defendants had arranged for their housing in Louisiana.  
20 Plaintiffs and other Class Members were neither permitted to arrange for their own  
21 housing, nor even to select their roommates and housemates.



1           147. While still in California, Plaintiffs and other Class Members were  
2 required to pay an initial fee for their housing in Louisiana. Plaintiffs and other  
3 Class Members paid approximately \$300 each to Defendant Universal and/or  
4 Defendant Lourdes Navarro.

5           148. Recruiter Defendants executed the leases for the housing provided to  
6 the Plaintiffs and other Class Members.

7           149. Upon information and belief, the housing that the Recruiter  
8 Defendants mandated for the EBRPSS Teacher Subclass was not safe. For  
9 example, there were numerous burglaries at the mandated apartment complex in  
10 EBRPSS.

11           150. Upon information and belief, the housing was priced above the market  
12 rate, and Recruiter Defendants received a portion of the rent paid each month by  
13 Plaintiffs and other Class Members.

14           151. When Plaintiffs and other Class Members complained to Recruiter  
15 Defendants regarding the price, quality, and/or safety of the housing, Recruiter  
16 Defendants told them they could not leave the housing. Upon information and  
17 belief, Recruiter Defendants required Class Members to reside in such housing in  
18 order to isolate them from the broader Filipino community and thus enhance their  
19 ability to control members of the EBRPSS Teacher Subclass.

20           152. One member of the EBRPSS Teacher Subclass, Jave Pajuelas,

1 approached his principal, Sherry Brock, of the Westdale Middle School, to seek  
2 assistance in obtaining alternate housing that would be closer to the school where  
3 he was teaching. Principal Brock informed him that she could not help him find  
4 alternative housing because it would upset and anger Defendant Lourdes Navarro.  
5 Mr. Pajuelas informed some of the other Louisiana Teacher Class members of this  
6 conversation, and those members reasonably understood that if they tried to leave  
7 the housing Lourdes Navarro had selected, they would face possible punishment  
8 by Lourdes Navarro.

9           9.    Trafficking Step 9: Visa Renewal Process

10           153. H-1B visas are typically issued for three years, even if there is no  
11 guarantee that the job will last for the full three years.

12           154. Upon information and belief, Recruiter Defendants, Legal Facilitator  
13 Defendants, Employer Defendants, and the non-defendant Louisiana School  
14 Districts were aware that H-1B visas may be obtained for a three-year period.

15           155. Employer Defendants have secured H-1B visas for foreign-national  
16 teachers who are not members of the Louisiana Teacher Class. Some, if not all, of  
17 those teachers received three-year H-1B visas.

18           156. Recruiter Defendants arranged for Legal Facilitator Defendants to  
19 handle obtaining and renewing H1-B visas for Plaintiffs and other Class Members.  
20 Legal Facilitator Defendants, in conjunction with Recruiter Defendants, Employer

1 Defendants, and non-defendant Louisiana School Districts, secured one-year visas  
2 for Plaintiffs and other Class Members instead of three-year visas.

3 157. Upon information and belief, Defendants obtained one-year visas in  
4 order to enhance their ability to control Plaintiffs and other Class Members.  
5 Specifically, Recruiter Defendants could continually threaten non-renewal and  
6 forced departure if Plaintiffs and other Class Members did not conform to their  
7 demands.

8 158. Legal Facilitator Defendants and Recruiter Defendants charged  
9 excessive fees to renew the H-1B visas each year.

10 10. Trafficking Step 10: Ongoing Methods of Intimidation and  
11 Manipulation by Recruiter Defendants, Legal Facilitator  
12 Defendants, and Employer Defendants

13 159. Defendant Lourdes Navarro threatened abuse of legal process in an  
14 effort to intimidate and control Plaintiffs and other Class Members by, *inter alia*,  
15 threatening that she could have teachers deported:

16 a. In November 2007, Plaintiff Mari and other Class Members  
17 working at the Recovery School District complained to Defendant Lourdes  
18 Navarro that the housing she had arranged for them was too expensive, and that  
19 they were going to move out. Lourdes Navarro became very upset at this, telling  
20 Mari and other Class Members that they could not move out, and warning that she  
21 could have them sent back to the Philippines if they did so.

1           b.     On or about August 28, 2008, Defendant Lourdes Navarro  
2 threatened teachers, including Plaintiff Mairi Nunag-Tañedo, that the teachers  
3 could be sent back to the Philippines if they did not obey her instructions. Lourdes  
4 Navarro forced Nunag-Tañedo and some other EBRPSS Teacher Subclass  
5 members to move overnight into a different apartment complex, without any  
6 credible explanation as to why this move was necessary.

7           c.     On or about October 8, 2008, Defendant Lourdes Navarro  
8 warned Plaintiff Pascual that he could not bring his family to the United States  
9 with him, even though he was permitted to do so under the H-1B visa program, and  
10 that if he did try to bring his family with him she could have him sent back to the  
11 Philippines;

12           d.     On or about June 10, 2009, EBRPSS Teacher Subclass member  
13 Araceli Garcia complained to a reporter at a Baton Rouge television station about  
14 abuses she suffered at the hands of Recruiter Defendants. Defendant Lourdes  
15 Navarro was outraged, and with the help of a teacher in Baton Rouge, Rafaela  
16 Flores, arranged a conference call with Garcia and approximately sixteen other  
17 EBRPSS Teacher Subclass members. The call lasted approximately four hours,  
18 and Lourdes Navarro repeatedly threatened to get back at Garcia, and that she  
19 would have Garcia deported.

20           e.     Upon information and belief, Defendant Lourdes Navarro made

1 these threats of deportation in an effort to intimidate and control Class Members.

2 160. Defendant Lourdes Navarro threatened abuse of legal process and  
3 abused legal process in an effort to intimidate and control Plaintiffs and other Class  
4 Members by, *inter alia*, threatening to sue, and suing, Class Members who voiced  
5 criticisms about Recruiter Defendants' trafficking scheme:

6 a. In 2008, individuals voiced complaints about Defendants on a  
7 blog named "Pinoy Teachers Hub." In retaliation against the bloggers, Defendant  
8 Lourdes Navarro and Defendant Universal sued teachers whom they believed  
9 authored the blog, including Ingrid Cruz and Janet Añober. Cruz and Añober are  
10 members of the EBRPSS Teacher Subclass. The California Court of Appeals  
11 dismissed the claims against Cruz in *Navarro v. Cruz*, No. B216885 (Cal. Ct. App.,  
12 June 2, 2010), pursuant to California's anti-SLAPP law. The anti-SLAPP law is  
13 designed to quickly dispose of baseless litigation filed to dissuade or punish  
14 exercise of the constitutional rights of free speech and petition for the redress of  
15 grievances.

16 b. In approximately late May or early June 2009, Defendant  
17 Lourdes Navarro held a meeting with Class Members working at the Caddo Public  
18 Schools District, including Plaintiff Pascual. During that meeting Lourdes Navarro  
19 threatened that if teachers in Caddo started speaking out against her, they would be  
20 "punished" like the teachers in Baton Rouge; Pascual and others understood

1 Lourdes Navarro to mean that she would sue them as she had sued Cruz and  
2 Añober.

3 c. Upon information and belief, Recruiter Defendants and Legal  
4 Facilitator Defendants lacked any legal or factual basis for the lawsuits related to  
5 the Pinoy Teachers Hub blog and filed these lawsuits in an effort to intimidate  
6 teachers who were voicing opposition to Recruiter Defendants.

7 161. Defendant Lourdes Navarro threatened abuse of legal process and  
8 abused legal process in an effort to intimidate and control Plaintiffs and other Class  
9 Members by, *inter alia*, threatening to sue, and suing, Class Members who refused  
10 to pay on the illegal Universal California Contract during the second year of their  
11 employment in the United States:

12 a. Defendant Universal filed baseless lawsuits based on the illegal  
13 contracts against, *inter alia*, EBRPSS Teacher Subclass members Ingrid Cruz,  
14 Janet Añober and Melissa Idong. Universal also sued Plaintiff Tomasa Mari and  
15 Class Member Margaret Aguirre, who teach in the Recovery School District.

16 b. In late January or early February 2009, Defendant Lourdes  
17 Navarro conducted a meeting in Baton Rouge with many EBRPSS Teacher  
18 Subclass members, including Plaintiff Escuadra. During that meeting, Lourdes  
19 Navarro warned teachers that if they defied her, or if they refused to follow the  
20 written terms of the Universal California Contract, she would sue them. Lourdes

1 Navarro represented that she had already successfully sued another teacher.

2 c. Upon information and belief, Recruiter Defendants selectively  
3 sued teachers to intimidate other teachers into complying with Recruiter  
4 Defendants' demands.

5 162. Defendant Lourdes Navarro threatened abuse of legal process in an  
6 effort to intimidate and control Plaintiffs and other Class Members by, *inter alia*,  
7 threatening that she could arrange to have Class Members' visas expire without  
8 renewal, and/or to have Class Members' employment terminated:

9 a. In August 2008, at a meeting in Baton Rouge between  
10 Defendant Lourdes Navarro and various EBRPSS Teacher Subclass members,  
11 Plaintiff Escuadra asked for a refund, based on the fact that the annual salary  
12 promised by Recruiter Defendants was higher than what she (and other EBRPSS  
13 Teacher Subclass member) was being paid by Defendant EBRPSS. Lourdes  
14 Navarro became furious, and told Escuadra that she might not have a job the next  
15 year.

16 b. During several phone conversations between Defendant  
17 Lourdes Navarro and Plaintiff Nunag-Tañedo in the Fall of 2008 regarding  
18 problems with Nunag-Tañedo's housing, Lourdes Navarro told her to stop  
19 complaining about housing issues, and questioned whether Nunag-Tañedo would  
20 get a job the next year.

1           163. Defendant Lourdes Navarro threatened Class Members that if they did  
2 not pay the fees required by the illegal Universal California Contract, she would  
3 refuse to provide their renewed visas. Lourdes Navarro made this threat on or  
4 about September 11, 2009 to several teachers at the Jefferson Parish Public School  
5 System. However, when the Jefferson Parish Public School System insisted that  
6 Lourdes Navarro deliver the teachers' visa renewal documents, she relented.

7           164. Recruiter Defendants attempted to isolate Plaintiffs and other Class  
8 Members as much as possible, in an effort to manipulate and control Plaintiffs and  
9 other Class Members.

10           a. Recruiter Defendants repeatedly warned Plaintiffs and other  
11 Class Members not to associate with the surrounding Filipino community. Such  
12 warnings were given before Plaintiffs and other Class Members left the  
13 Philippines, when Plaintiffs and other Class Members were in California, and when  
14 Plaintiffs and other Class Members were in Louisiana.

15           b. On or about July 22, 2008, Employer Defendants invited  
16 members of the EBRPSS Teacher Subclass and members of the Filipino American  
17 Association of Greater Baton Rouge ("FAAGBR") to a recruiting event in Baton  
18 Rouge. At that event, Defendant Lourdes Navarro told the President of FAAGBR  
19 to stay away from Plaintiffs and other Class Members, and not to associate with  
20 them. Lourdes Navarro warned that she would sue members of FAAGBR if they



1 interacted with Plaintiffs and other Class Members. Lourdes Navarro made these  
2 and similar threats in the presence of Defendant Duran Swinford and other  
3 EBRPSS agents.

4 c. Recruiter Defendants told Plaintiffs and other Class Members  
5 that they were not permitted to bring their families with them to the United States,  
6 even though immigration law permits family members to accompany H-1B visa  
7 holders. Upon information and belief, Recruiter Defendants did this in an effort to  
8 further isolate Class Members in the United States.

9 d. Recruiter Defendants required members of the Louisiana  
10 Teacher Class to reside in housing selected by Recruiter Defendants in order to  
11 isolate them from the broader Filipino community.

12 **C. Factual Allegations that Legal Facilitator Defendants Facilitated**  
13 **the Illegal Trafficking Scheme**

14 165. Legal Facilitator Defendants actively facilitated Recruiter Defendants'  
15 trafficking scheme.

16 166. At all times relevant to this complaint, Recruiter Defendants acted as  
17 agents for Legal Facilitator Defendants in communicating with Plaintiffs and Class  
18 Members.

19 167. Recruiter Defendants engaged in a scheme to exploit Plaintiffs and  
20 other Class Members by promising them an opportunity to teach in the United  
21 States without disclosing the exorbitant fees that would be charged until the

1 Plaintiffs and other Class Members were so far into debt that they had no choice  
2 but to continue.

3 168. Recruiter Defendants and Legal Facilitator Defendants further  
4 manipulated Plaintiffs and other Class Members after they arrived in the United  
5 States and began working by isolating Plaintiffs and other Class Members from  
6 other Filipinos, threatening lawsuits and deportation if Plaintiffs and other Class  
7 Members failed to follow their instructions, and manipulating the visa renewal  
8 process in an effort to maintain and exert control over the Plaintiffs and other Class  
9 Members.

10 169. Legal Facilitator Defendants were fully aware of and involved in the  
11 recruitment scheme. Their roles in this scheme included, at a minimum, the  
12 following:

13 a. Legal Facilitator Defendants entered into an attorney-client  
14 relationship with Plaintiffs and other Class Members. Specifically, Legal  
15 Facilitator Defendants submitted G-28 Notice of Entry of Appearance forms with  
16 each H-1B visa petition stating that Legal Facilitator Defendants represented both  
17 the Plaintiffs and other Class Members, and the petitioning school districts;

18 b. Plaintiffs and other Class Members were the only parties to pay  
19 fees to Legal Facilitator Defendants for the purported purpose of the Legal  
20 Facilitator Defendants' legal work procuring their H-1B visas;

1           c.     Legal Facilitator Defendants conspired with Recruiter  
2 Defendants, Employer Defendants, and the non-defendant Louisiana School  
3 Districts to require Plaintiffs and other Class Members to pay all Visa Processing  
4 Fees, even though federal law required the petitioner/school district, not the  
5 beneficiary/teacher, to pay such fees;

6           d.     Legal Facilitator Defendants conspired with Recruiter  
7 Defendants, Employer Defendants, and the non-defendant Louisiana School  
8 Districts to apply for one-year visas, instead of the more typical three-year visas.  
9 This required Plaintiffs and other Class Members to pay additional fees to  
10 Recruiter Defendants and Legal Facilitator Defendants to process renewal  
11 applications after just one year and allowed the Recruiter Defendants to assert  
12 continued control over Plaintiffs and other Class Members through the threat of  
13 visa non-renewals;

14           e.     Legal Facilitator Defendants filed all initial H-1B visa petitions  
15 on behalf of EBRPSS and non-defendant Louisiana School Districts and Plaintiffs  
16 and other Class Members, resulting in H-1B visas being issued to Plaintiffs and  
17 other Class Members;

18           f.     Legal Facilitator Defendants filed many renewal petitions in  
19 subsequent years after the initial visas expired;

20           g.     Legal Facilitator Defendants drafted and requested fraudulent

1 statements from EBRPSS in an effort to terminate visas for teachers who refused to  
2 pay the exorbitant fees demanded by Recruiter Defendants, including, as detailed  
3 in ¶ 179.b, *infra*, the visa of class member Genna Balneg;

4 h. Legal Facilitator Defendants conspired with Recruiter  
5 Defendants to file baseless lawsuits against Class Members—their own clients—in  
6 retaliation for efforts by teachers to organize and protest Defendants’ practices,  
7 including a lawsuit against Plaintiff Ingrid Cruz. Defendant Silverman submitted a  
8 verification for the complaint against Ingrid Cruz as legal counsel for Defendant  
9 Universal; and

10 i. Legal Facilitator Defendants conspired with Recruiter  
11 Defendants to file baseless lawsuits against Class Members, including, *inter alia*,  
12 Plaintiff Ingrid Cruz and Class Members Janet Añober and Melissa Idong, each of  
13 whom teaches at EBRPSS, and Plaintiff Tomasa Mari and Class Member  
14 Margaret Aguirre who teach at the Recovery School District, to collect on illegal  
15 contracts when teachers refused to pay the improper fees demanded.

16 170. Plaintiffs and other Class Members never interacted with Legal  
17 Facilitator Defendants directly. Instead, Plaintiffs and other Class Members were  
18 required to work strictly with Recruiter Defendants. Any communications from or  
19 to Plaintiffs and other Class Members and Legal Facilitator Defendants were  
20 conveyed via Recruiter Defendants. Plaintiffs and other Class Members also paid

1 purported legal fees to Recruiter Defendants, rather than directly to Legal  
2 Facilitator Defendants.

3 171. Upon information and belief, Employer Defendants and the non-  
4 defendant Louisiana School Districts never paid any fees for legal services to  
5 Legal Facilitator Defendants. All fees were instead paid by Plaintiffs and other  
6 Class Members.

7 172. Upon information and belief, Legal Facilitator Defendants were aware  
8 of numerous conflicts between Plaintiffs and other Class Members on the one  
9 hand, and the Recruiter Defendants, Employer Defendants and non-defendant  
10 Louisiana School Districts on the other.

11 173. Upon information and belief, Legal Facilitator Defendants never  
12 sought nor obtained a waiver of conflicts of interest from any Plaintiff or other  
13 Class Member.

14 **D. Factual Allegations That Employer Defendants were Beneficiaries**  
15 **of the Illegal Trafficking Scheme**

16 174. Employer Defendants participated in a common venture with  
17 Recruiter Defendants and Legal Facilitator Defendants to recruit teachers from the  
18 Philippines and transport them to the United States. In furtherance of this venture,  
19 EBRPSS and its agents, including Defendant Duran Swinford, participated in the  
20 following activities, among others: (a) they interviewed teachers through  
21 teleconferencing technology, and they traveled to the Philippines in 2007 and in

1 2008 to interview applicants; (b) they selected Plaintiffs and other Class Members  
2 from among the applicants they interviewed; (c) they issued job offers to the  
3 Plaintiffs and other Class Members, which were executed by both parties; and (d)  
4 they worked collectively with Recruiter Defendants and Legal Facilitator  
5 Defendants to prepare and submit visa applications and renewal applications.

6 175. Employer Defendants knowingly benefited from the illegal human  
7 trafficking scheme perpetrated by Recruiter Defendants. Not only were they able  
8 to procure the services of needed teachers from the Philippines; they were also able  
9 to avoid all fees and costs typically associated with identifying and recruiting  
10 qualified educators—including visa fees that they, as employers, were required to  
11 pay under federal law.

12 **E. Factual Allegations That Employer Defendants Facilitated the**  
13 **Illegal Trafficking Scheme, or Alternatively Knew or Reasonably**  
14 **Should Have Known of the Illegal Trafficking Scheme**

15 176. Employer Defendants had express knowledge of the fees that  
16 Recruiter Defendants imposed, and the crippling financial harm this caused  
17 Plaintiffs and other Class Members:

18 a. Employer Defendants did not pay Recruiter Defendants or  
19 Legal Facilitator Defendants for their recruitment efforts. Indeed, Employer  
20 Defendants did not have to pay anything toward the recruitment process; Employer  
21 Defendants were reimbursed for all costs related to interviewing applicants in the

1 Philippines.

2           b.     Upon information and belief, Employer Defendants realized  
3 that Recruiter Defendants and Legal Facilitator Defendants were engaged in a for-  
4 profit scheme.

5           c.     Employer Defendants were aware of the costs of filing an H-1B  
6 visa. They learned of these fees by, *inter alia*, reviewing the H-1B documents they  
7 signed, which disclosed some of the fees, and by reviewing written materials sent  
8 to them by Recruiter Defendants, which explained the costs of filing for an H-1B  
9 visa petition;

10          d.     Employer Defendants were also aware of the various  
11 recruitment fees and related fees charged by Recruiter Defendants through their  
12 trafficking scheme. Upon information and belief, Employer Defendants were told  
13 of the exorbitant fees in or before November 2007, again in April 2008, and many  
14 times thereafter.

15           177. Employer Defendants were aware by no later than May 2008 that the  
16 U.S. Embassy in Manila was investigating the conduct of Recruiter Defendants,  
17 when Defendant Duran Swinford was contacted by an agent from the U.S.  
18 Embassy in Manila to inquire about Recruiter Defendants.

19           178. Employer Defendants were informed by no later than November 2008  
20 that Defendant Lourdes Navarro had been convicted of defrauding the government

1 and of money laundering.

2 179. Employer Defendants were aware that Recruiter Defendants were  
3 abusing legal process in order to intimidate and control job applicants—indeed,  
4 Employer Defendants assisted in the same:

5 a. On at least three occasions, Employer Defendants were  
6 contacted directly by applicants who had successfully interviewed with Employer  
7 Defendants in the Philippines, and who were seeking to complete the H-1B visa  
8 process by a means other than through Recruiter Defendants because of the  
9 exorbitant fees Recruiter Defendants were charging. In these instances, Employer  
10 Defendants informed Recruiter Defendants of these applicants’ attempts to  
11 circumvent Recruiter Defendants’ scheme, and told the applicants that EBRPSS  
12 would not consider hiring them, even though EBRPSS had hired H-1B visa  
13 teachers in the past without using Recruiter Defendants.

14 b. In January 2008, an applicant named Genna Balneg refused to  
15 pay Recruiter Defendants the exorbitant placement fee they sought to extract after  
16 her visa was approved. Employer Defendants colluded with Recruiter Defendants  
17 and Legal Facilitator Defendants to submit a fraudulent statement to the U.S.  
18 Government to obtain cancellation of Ms. Balneg’s visa. The fraudulent statement  
19 appears in a letter dated January 24, 2008, from Defendant Williams to Defendant  
20 Silverman, on EBRPSS letterhead, asking for the cancellation of Balneg’s visa



1 because Balneg “has attempted to defraud the East Baton Rouge Parish School  
2 System by falsely representing her intention to work for us in order to gain access  
3 to the United States.” Employer Defendants knew this statement was false, and  
4 that Balneg had simply refused to pay the exorbitant and illegal fee that Recruiter  
5 Defendants sought to extract. Balneg’s visa was cancelled as a result of the  
6 fraudulent statement

7 c. Employer Defendants assisted Recruiter Defendants in  
8 attempting to enforce the illegal contracts Plaintiffs and other Class Members were  
9 forced to sign in California. For example, on two occasions in 2008, Principal  
10 Sherry Brock of the Westdale Middle School in the EBRPSS called Louisiana  
11 Teacher Class member Janet Añober into her office in the middle of the school  
12 day. Defendant Lourdes Navarro then spoke to Añober on the telephone, and  
13 permitted Lourdes Navarro to tell Ms. Añober that she was obligated to pay the fee  
14 charged by Recruiter Defendants. Principal Sherry Brock further told Ms. Añober  
15 that she should pay the money Recruiter Defendants were demanding.

16 180. Employer Defendants colluded with Recruiter Defendants and Legal  
17 Facilitator Defendants to ensure that Plaintiffs and other Class Members received  
18 one-year instead of three-year visas, even though Employer Defendants were  
19 aware three-year visas were available, and Employer Defendants had applied for  
20 three-year visas in the past for other H-1B visa teachers who were not recruited by

1 Recruiter Defendants. In particular, Defendant Placide signed all visa petitions for  
2 Plaintiffs and other Class Members, and thus she (as well as other EBRPSS agents)  
3 knew that one-year rather than three-year visas were being requested. Defendant  
4 Placide had previously signed H-1B visa petitions on behalf of individuals who are  
5 not members of the Louisiana Teacher Class seeking and obtaining three-year  
6 visas.

7 181. Employer Defendants colluded with Recruiter Defendants to stymie  
8 criticisms of the Recruiter Defendants' trafficking scheme, and to aid in the  
9 furtherance of that scheme, by taking the following actions, *inter alia*:

10 a. On or about August 13, 2008, Defendant Duran Swinford  
11 informed Defendant Lourdes Navarro that EBRPSS was receiving public criticism  
12 about the housing arrangements made for EBRPSS Teacher Subclass members,  
13 and that some EBRPSS Teacher Subclass members were publicly complaining that  
14 "recruiters" had taken all of the Subclass members' money. Duran Swinford told  
15 Lourdes Navarro that these "rumors" were problems for EBRPSS. Duran  
16 Swinford volunteered to forward the name(s) of those making public complaints to  
17 Lourdes Navarro when they became available. Duran Swinford asked Lourdes  
18 Navarro for advice on how to handle the situation;

19 b. On or about November 6, 2008, Defendant Duran Swinford  
20 informed Defendant Lourdes Navarro about the Pinoy Teachers Hub blog.

1 Defendant Duran Swinford did so after the blog's web address had been submitted  
2 to EBRPSS through its website. The only substantive entry on the blog had been  
3 posted the previous evening, on November 5, 2008, and this posting was sharply  
4 critical of Recruiter Defendants;

5 c. On or about April 9, 2009, Defendant Lourdes Navarro  
6 contacted Defendant Duran Swinford to complain that Defendant EBRPSS was  
7 starting to obtain three-year renewal visas for a small number of teachers, instead  
8 of the one-year visas Legal Facilitator Defendants and Recruiter Defendants were  
9 providing. Navarro complained, "You know I have been having problems with  
10 those teachers already and this will create a lot of problems with teachers renewing  
11 with us." Duran Swinford responded that EBRPSS would check each renewal  
12 petition and make sure that it requested only a one-year rather than a three-year  
13 renewal;

14 d. No later than October 2009, Recruiter Defendants began having  
15 problems renewing visas for teachers whose original petitions had been signed by  
16 agents for Defendant EBRPSS, but who were teaching instead in other school  
17 systems. These teachers had never taught at EBRPSS, and upon information and  
18 belief, Recruiter Defendants had redirected the teachers to other schools for  
19 employment. At the behest of the Recruiter Defendants, Defendant Duran  
20 Swinford, on behalf of Defendant EBRPSS, drafted letters to the USCIS to explain

1 that although EBRPSS had intended to hire these teachers, the teachers arrived too  
2 late in the school year, and EBRPSS no longer had openings for these teachers.  
3 Upon information and belief, Defendant Duran Swinford knew this reason for the  
4 placement of these teachers at other school districts was false but nevertheless  
5 made this statement to support the Recruiter Defendants' scheme; and

6 e. No later than November 2009, Defendant PARS came under  
7 investigation by the POEA regarding its recruiting practices in response to  
8 complaints filed by teachers who alleged that PARS was violating POEA rules.  
9 Defendant Lourdes Navarro, acting on behalf of PARS and Defendant Villarba,  
10 asked Defendant Duran Swinford to supply information about teachers who were  
11 working or who had previously worked at EBRPSS and who were complaining to  
12 the POEA. Upon information and belief, Duran Swinford sent Lourdes Navarro  
13 information about the teachers, including (a) termination letters; (b) teacher  
14 evaluations; and/or (c) statements that the teachers were still employed with  
15 EBRPSS. Upon information and belief, the documents transmitted by Duran  
16 Swinford to Lourdes Navarro are confidential, and in any event were sent without  
17 the consent or knowledge of the individual teachers.

18 182. Employer Defendants were aware that Recruiter Defendants  
19 attempted to keep Plaintiffs and other Class Members from associating with local  
20 Filipinos in Baton Rouge, and Defendant Duran Swinford witnessed Defendant

1 Lourdes Navarro tell the leader of a local Filipino association to stay away from  
2 Plaintiffs and other Class Members.

3 **F. Factual Allegations of Fraudulent Omission of Second**  
4 **Recruitment Fee**

5 183. On or about March 28, 2008, at the Waterfront Hotel in Cebu City,  
6 Philippines, Defendant Lourdes Navarro informed Plaintiff Nunag-Tañedo that she  
7 would need to collect various supporting documents, pay a First Recruitment Fee  
8 of \$5,515 (involving a Visa Processing Fee of \$3,920, a Credentials Evaluation Fee  
9 of \$595, and an Agency Fee of \$1,000) in order to obtain her job offer and to  
10 complete the H-1B visa process. However, Lourdes Navarro willfully,  
11 maliciously, and fraudulently failed to inform Nunag-Tañedo that before she would  
12 be permitted to leave the Philippines, she would need to pay an Undisclosed  
13 Second Recruitment Fee of three months of her expected salary in the United  
14 States, as well as the cost of airfare to the United States. Nunag-Tañedo relied on  
15 this omission and paid the First Recruitment Fee.

16 184. On or about July 3, 2007, at the PARS office in Quezon City, Manila,  
17 Philippines, an agent for Defendant PARS named Divine, who upon information  
18 and belief is the sibling of Defendant Villarba and Defendant Lourdes Navarro,  
19 informed Plaintiff Cruz that she would need to collect various supporting  
20 documents and pay a First Recruitment Fee of \$5,000 (involving a Visa Processing  
21 Fee of \$3,955, a Credentials Evaluation Fee of \$645, and an Agency Fee of \$400)

1 in order to obtain her job offer and to complete the H-1B visa process. However,  
2 Divine willfully, maliciously, and fraudulently failed to inform Cruz that before  
3 she would be permitted to leave the Philippines, she would need to pay an  
4 Undisclosed Second Recruitment Fee of three months of her expected salary in the  
5 United States, as well as the cost of airfare to the United States. Cruz relied on this  
6 omission and paid the First Recruitment Fee.

7 185. On or about March 28, 2008, at the Waterfront Hotel in Cebu City,  
8 Philippines, Defendant Lourdes Navarro informed Plaintiff Escudra that she  
9 would need to collect various supporting documents, pay a First Recruitment Fee  
10 of \$5,515 (involving a Visa Processing Fee of \$3,920, a Credentials Evaluation Fee  
11 of \$595, and an Agency Fee of \$1,000) in order to obtain her job offer and to  
12 complete the H-1B visa process. However, Lourdes Navarro willfully,  
13 maliciously, and fraudulently failed to inform Escudra that before she would be  
14 permitted to leave the Philippines, she would need to pay an Undisclosed Second  
15 Recruitment Fee of three months of her expected salary in the United States, as  
16 well as the cost of airfare to the United States. Escudra relied on this omission  
17 and paid the First Recruitment Fee.

18 186. On or about June 27, 2008 in a restaurant near the PARS office in  
19 Quezon City, Manila, Philippines, Defendant Villarba informed Plaintiff Pascual  
20 that he would need to collect various supporting documents, pay a First

1 Recruitment Fee of \$5,515 (involving a Visa Processing Fee of \$3,920, a  
2 Credentials Evaluation Fee of \$595, and an Agency Fee of \$1,000) in order to  
3 obtain her job offer and to complete the H-1B visa process. However, Villarba  
4 willfully, maliciously, and fraudulently failed to inform Pascual that before he  
5 would be permitted to leave the Philippines, he would need to pay an Undisclosed  
6 Second Recruitment Fee of three months of his expected salary in the United  
7 States, as well as the cost of airfare to the United States. Pascual relied on this  
8 omission and paid the First Recruitment Fee.

9 187. On or about July 28, 2007, Plaintiff Mari telephoned Defendant PARS  
10 to learn if she had passed her job interview, which had occurred on or about July  
11 25, 2007. Defendant Villarba informed Plaintiff Mari that she would need to  
12 collect various supporting documents, pay a First Recruitment Fee of \$5,565  
13 (involving a Visa Processing Fee of \$3,920, a Credentials Evaluation Fee of \$645,  
14 and an Agency Fee of \$1,000) in order to obtain her job offer and to complete the  
15 H-1B visa process. However, Villarba willfully, maliciously, and fraudulently  
16 failed to inform Mari that before she would be permitted to leave the Philippines,  
17 she would need to pay an Undisclosed Second Recruitment Fee of three months of  
18 her expected salary in the United States, as well as the cost of airfare to the United  
19 States. Mari relied on this omission and paid the First Recruitment Fee.

20 **G. Factual allegations of Fraudulent Omission of Employer's**  
21 **Obligation to Pay Visa Processing Fees**

1           188. The Visa Processing Fees described in ¶ 103.a, *supra*, were collected  
2 from Plaintiffs and other Class Members by Defendant PARS, which was acting as  
3 an agent and/or alter ego for Defendant Universal, Defendant Lourdes Navarro,  
4 Defendant Hothello Navarro, and Legal Facilitator Defendants.

5           189. Plaintiffs and other Class Members were informed of the Visa  
6 Processing Fees by Defendant Lourdes Navarro, Defendant Villarba, or another  
7 agent of Defendant PARS.

8           190. Defendant PARS, through its agents, issued hand-written receipts  
9 from Defendant Universal after collecting the Visa Processing Fees from Plaintiffs  
10 and other Class Members.

11           191. Upon information and belief, Recruiter Defendants and Legal  
12 Facilitator Defendants were aware that certain parts of the Visa Processing Fees  
13 were required to be paid by the employer and not the employee. In particular, the  
14 H-1B Filing Fee form states that the \$320 filing fee and the \$500 anti-fraud fee  
15 must be paid by the U.S. employer. Upon information and belief, an H-1B Filing  
16 Fee form was submitted with each and every I-129 Petition for a Nonimmigrant  
17 Worker prepared by Legal Facilitator Defendants and Defendant Universal on  
18 behalf of Defendant EBRPSS and the non-defendant Louisiana School Districts.

19           192. On or about March 28, 2008, at the Waterfront Hotel in Cebu City,  
20 Philippines, Defendant Lourdes Navarro informed Plaintiff Nunag-Tañedo that she



1 would need to pay \$3,920 for her visa. Lourdes Navarro failed to inform Nunag-  
2 Tañedo that part of this fee was the obligation of her petitioner, Defendant  
3 EBRPSS. Nunag-Tañedo reasonably relied on this omission, and paid the entire  
4 fee to Defendant PARS.

5 193. On or about July 16, 2007, at the PARS office in Quezon City,  
6 Manila, Philippines, Defendant Villarba informed Plaintiff Cruz that she would  
7 need to pay \$3,920 for her visa. Villarba failed to inform Cruz that part of this fee  
8 was the obligation of her petitioner, Defendant EBRPSS. Cruz reasonably relied  
9 on this omission, and paid the entire fee to Defendant PARS.

10 194. On or about March 28, 2008, at the Waterfront Hotel in Cebu City,  
11 Philippines, Defendant Lourdes Navarro informed Plaintiff Escuadra that she  
12 would need to pay \$3,920 for her visa. Lourdes Navarro failed to inform Escuadra  
13 that part of this fee was the obligation of her petitioner, Defendant EBRPSS.  
14 Escuadra reasonably relied on this omission, and paid the entire fee to Defendant  
15 PARS.

16 195. On or about June 27, 2008, in a restaurant near the PARS office in  
17 Quezon City, Manila, Philippines, Defendant Villarba informed Plaintiff Pascual  
18 that he would need to pay \$3,920 for his visa. Villarba failed to inform Pascual  
19 that part of this fee was the obligation of his petitioner, non-defendant Caddo  
20 Public School System. Pascual reasonably relied on this omission, and paid the

1 entire fee to Defendant PARS.

2 196. On or about July 28, 2007, over the telephone, Defendant Villarba  
3 informed Plaintiff Mari that she would need to pay \$3,920 for her visa. Villarba  
4 failed to inform Mari that part of this fee was the obligation of her petitioner, non-  
5 defendant Recovery School District. Mari reasonably relied on this omission, and  
6 paid the entire fee to Defendant PARS.

7 **H. Factual Allegations Regarding the Class Action Fairness Act of**  
8 **2005 (28 U.S.C. § 1332(d))**

9 197. The amount in controversy in this action exceeds \$5,000,000,  
10 exclusive of interest and costs.

11 198. This is a class action in which member of a class of Plaintiffs are  
12 citizens or subjects of a foreign state and some of the Defendants are citizens of a  
13 State in the United States.

14 **VI. CLAIMS FOR RELIEF**

15 **FIRST CLAIM FOR RELIEF**

16 THE WILLIAM WILBERFORCE TRAFFICKING VICTIMS PROTECTION  
17 REAUTHORIZATION ACT OF 2008 (18 U.S.C. § 1595)

18 *Louisiana Teacher Class versus*

19 *Recruiter Defendants and Legal Facilitator Defendants*

20  
21 199. Plaintiffs and other Class Members re-allege and incorporate by  
22 reference each and every allegation contained in the preceding paragraphs as if  
23 fully set forth herein.

24 **A. Authority for a Civil Action**

1           200. Plaintiffs and other Class Members are victims of the following  
2 violations of Title 18, Chapter 77 of the United States Code: 18 U.S.C. §§ 1589,  
3 1590, 1592, and 1594(a) and (b).

4           201. As set forth in 18 U.S.C. § 1595(a), Plaintiffs and other Class  
5 Members may bring a civil action against the perpetrators of these violations and  
6 “whoever knowingly benefits, financially or by receiving anything of value from  
7 participation in a venture which that person knew or should have known has  
8 engaged in a violation” of these provisions.

9           202. Recruiter Defendants were perpetrators of the violations of 18 U.S.C.  
10 §§ 1589, 1590, 1592, 1594(a), and 1594(b).

11           203. Legal Facilitator Defendants were perpetrators of the violations of 18  
12 U.S.C. §§ 1589, 1590, 1594(a), and 1594(b).

13           204. Recruiter Defendants and Legal Facilitator Defendants knowingly  
14 benefited, financially or by receiving anything of value from participation in a  
15 venture which each Defendant knew or should have known engaged in violations  
16 of 18 U.S.C. §§ 1589, 1590, 1592, 1594(a), and/or 1594(b).

17           205. Plaintiffs bring this claim on behalf of themselves and the Louisiana  
18 Teacher Class against Recruiter Defendants and Legal Facilitator Defendants.

19           **B. Forced Labor (18 U.S.C. § 1589)**

20           206. As set forth in ¶¶ 91–164.d, *supra*, Recruiter Defendants knowingly

1 provided the labor of Plaintiffs and other Class Members by means of abuse and  
2 threatened abuse of law or legal process and by means of a scheme, pattern, or plan  
3 intended to cause the Plaintiffs and other Class Members to believe that, if he or  
4 she did not perform the labor, he or she would suffer serious harm.

5 207. As set forth ¶¶ 165–173, *supra*, Legal Facilitator Defendants  
6 knowingly provided the labor of Plaintiffs and other Class Members by means of  
7 abuse and threatened abuse of law or legal process and by means of a scheme,  
8 pattern, or plan intended to cause the Plaintiffs and other Class Members to believe  
9 that, if he or she did not perform the labor, he or she would suffer serious harm.

10 208. Recruiter Defendants and Legal Facilitator Defendants knowingly  
11 benefited financially from participation in a venture which they knew or should  
12 have known was engaged in the acts set forth in ¶¶ 206–207, *supra*.

13 **C. Trafficking with Respect to Peonage, Slavery, Involuntary**  
14 **Servitude, or Forced Labor (18 U.S.C. § 1590)**

15 209. As set forth in ¶¶ 91–164.d, *supra*, Recruiter Defendants recruited and  
16 transported Plaintiffs and other Class Members for labor and services in violation  
17 of 18 U.S.C. §§ 1589, 1592, 1594(a), and 1594(b).

18 210. As set forth ¶¶ 165–173, *supra*, Legal Facilitator Defendants  
19 knowingly aided and abetted Recruiter Defendants’ scheme to recruit and transport  
20 Plaintiffs and other Class Members in violation of 18 U.S.C. §§ 1589, 1592,  
21 1594(a), and 1594(b).

1           211. Recruiter Defendants and Legal Facilitator Defendants knowingly  
2 benefited financially from participation in a venture which they knew or should  
3 have known was engaged in the acts set forth in ¶¶ 209–210, *supra*.

4           **D. Unlawful Conduct with Respect to Documents in Furtherance of**  
5           **Trafficking, Peonage, Slavery, Involuntary Servitude, or Forced**  
6           **Labor (18 U.S.C. § 1592)**

7           212. As set forth in ¶¶ 111–117 and 141, *supra*, Recruiter Defendants  
8 knowingly removed, confiscated, and possessed the Plaintiffs’ and other Class  
9 Members’ passports and visa papers in the course of a violation, and/or with the  
10 intent to violate 18 U.S.C. §§ 1589, and 1594(a).

11           213. Recruiter Defendants and Legal Facilitator Defendants knowingly  
12 benefited financially from participation in a venture which they knew or should  
13 have known was engaged in the acts set forth in ¶ 212, *supra*.

14           **E. Attempt to Violate 18 U.S.C. §§ 1589, and 1590 (18 U.S.C.**  
15           **§ 1594(a))**

16           214. As set forth in ¶¶ 91–164.d, *supra*, Recruiter Defendants attempted to  
17 violate 18 U.S.C. §§ 1589 and 1590 in violation of 18 U.S.C. § 1594(a).

18           215. As set forth in ¶¶ 165–173, *supra*, Legal Facilitator Defendants  
19 attempted to violate 18 U.S.C. § 1589 in violation of 18 U.S.C. § 1594(a).

20           216. Recruiter Defendants and Legal Facilitator Defendants knowingly  
21 benefited financially from participation in a venture which the Defendants knew or  
22 should have known was engaged in the acts set forth in ¶¶ 214 and 215, *supra*.

1           **F. Conspiracy to Violate 18 U.S.C. §§ 1589, 1590, and 1592 (18**  
2           **U.S.C. § 1594(b))**

3           217. Recruiter Defendants and Legal Facilitator Defendants conspired with  
4 each other to violate 18 U.S.C. §§ 1589, 1590, and 1592 in violation of 18 U.S.C.  
5 § 1594(b).

6           218. Recruiter Defendants, Legal Facilitator Defendants, and Employer  
7 Defendants conspired with each other to violate 18 U.S.C. §§ 1589 and 1590 in  
8 violation of 18 U.S.C. § 1594(b).

9           219. Recruiter Defendants and Legal Facilitator Defendants knowingly  
10 benefited financially from participation in a venture which they knew or should  
11 have known was engaged in the acts set forth in ¶¶ 217–218, *supra*.

12           **G. Alternatively, Trafficking with Respect to Peonage, Slavery,**  
13           **Involuntary Servitude, or Forced Labor by violating 18 U.S.C.**  
14           **§§ 1589 (2003), 1592 (2003), and 1594(a) (2003 (18 U.S.C. § 1590**  
15           **(2003))**

16           220. Alternatively, in violation of 18 U.S.C. § 1590 (2003), and in addition  
17 to the violations of 18 U.S.C. § 1589 (2003) as set forth above, Recruiter  
18 Defendants knowingly recruited, transported, harbored and/or obtained Plaintiffs  
19 and other Class Members for labor or services in furtherance of the following  
20 violations of Title 18, Chapter 77 of the U.S. Code:

21           a. removing, confiscating, or possessing Plaintiffs’ and other  
22 Class Members’ passports and other immigration documents in the course of, or

1 with the intent to violate 18 U.S.C. §§ 1589 (2003) and 1590 (2003), in violation of  
2 18 U.S.C. § 1592(a) (2003); and

3 b. attempting to violate 18 U.S.C. §§ 1589 (2003) and 1590  
4 (2003), in violation of 18 U.S.C. § 1594(a) (2003).

5 221. Alternatively, in violation of 18 U.S.C. § 1590 (2003), and in addition  
6 to the violations of 18 U.S.C. § 1589 (2003) as set forth above, Legal Facilitator  
7 Defendants knowingly recruited, transported, harbored and/or obtained Plaintiffs  
8 and other Class Members for labor or services in furtherance of Recruiter  
9 Defendants' and Legal Facilitator Defendants' violations of the following  
10 provisions of Title 18, Chapter 77 of the U.S. Code: 18 U.S.C. §§ 1589 (2003);  
11 1590 (2003), 1594(a) (2003).

12 **H. Damages**

13 222. As a proximate result of the conduct of Recruiter Defendants and  
14 Legal Facilitator Defendants, Plaintiffs and other Class Members have suffered  
15 injuries to their persons, businesses, and property, and other damages.

16 223. Plaintiffs and other Class Members are entitled to recover  
17 compensatory and punitive damages in an amount to be proven at trial, including  
18 attorneys' fees.

**SECOND CLAIM FOR RELIEF**  
RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT  
18 U.S.C. § 1962(c) and 18 U.S.C. § 1962(d)  
*Louisiana Teacher Class versus Recruiter Defendants and Legal  
Facilitator Defendants;  
EBRPSS Teacher Subclass versus all RICO Defendants*

224. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

225. Plaintiffs’ and other Class Members’ claims under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961–68 (“RICO”), are brought against the Recruiter Defendants and the Legal Facilitator Defendants. EBRPSS Teacher Plaintiffs’ and other EBRPSS Teacher Subclass Members’ claims under RICO are brought against all RICO Defendants.

226. Plaintiffs and other Class Members are “persons” with standing to sue within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c). EBRPSS Teacher Plaintiffs and other EBRPSS Subclass Members are likewise “persons” with standing to sue within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).

227. Each Recruiter Defendant is a “RICO person” within the meaning of 18 U.S.C. § 1963(1) because each such defendant is an individual or entity capable of holding a legal or beneficial interest in property.

228. Each Individual Employer Defendant is a “RICO person” within the meaning of 18 U.S.C. § 1963(1) because each such defendant is an individual capable of holding a legal or beneficial interest in property.



1           229. Each Legal Facilitator Defendant is a “RICO person” within the  
2 meaning of § 1963(1) because each such defendant is an individual or entity  
3 capable of holding a legal or beneficial interest in property.

4           **A. The RICO Enterprise**

5           230. RICO Defendants, together with Defendant EBRPSS, constitute an  
6 association-in-fact, and therefore an enterprise within the meaning of 18 U.S.C.  
7 § 1961(4). Such RICO Enterprise is an ongoing business relationship with the  
8 common purposes of:

9           a. Recruiting, transporting, providing, processing, and obtaining  
10 Filipino teachers to work at schools in Louisiana;

11           b. Providing and maintaining a consistent and acquiescent labor  
12 force for Employer Defendants and the non-defendant Louisiana School Districts;  
13 and

14           c. Soliciting and collecting funds from Filipino nationals in  
15 connection with procuring H-1B visas and opportunities for employment with  
16 Employer Defendants and the non-Defendant Louisiana School Districts.

17           231. The RICO Enterprise is engaged in interstate commerce in that its  
18 activities and transactions relating to the international and interstate movement of  
19 workers through the procuring of H-1B visas affect interstate commerce, and  
20 frequently require travel and communications across state and international lines.

1           232. The members of the RICO Enterprise function as a continuing unit.

2           233. RICO Defendants have violated 18 U.S.C. § 1962(c) because they are  
3 associated with an enterprise (the association-in-fact of all the Defendants)  
4 engaged in, or the activities which affect, interstate commerce and have, directly or  
5 indirectly, conducted or participated in the conduct of an enterprise's affairs  
6 through a pattern of racketeering activity.

7           234. RICO Defendants have violated 18 U.S.C. § 1962(d) by conspiring to  
8 violate 18 U.S.C. § 1962(c).

9           235. Specifically, RICO Defendants conducted or participated in and/or  
10 conspired to conduct the affairs of the RICO Enterprise by engaging in the  
11 following predicate acts of racketeering activity under 18 U.S.C. § 1961(1):

12           a. Forced labor in violation of 18 U.S.C. § 1589;

13           b. Trafficking persons with respect to forced labor in violation of  
14 18 U.S.C § 1590;

15           c. Unlawful document-related practices in furtherance of  
16 trafficking in violation of 18 U.S.C § 1592(a);

17           d. Mail fraud to further their unlawful scheme in violation of 18  
18 U.S.C. § 1341;

19           e. Wire fraud to further their unlawful scheme in violation of 18  
20 U.S.C. § 1343; and/or

1 f. Extortion as defined in Cal. Penal. Code § 518.

2 236. Upon information and belief, RICO Defendants utilized the telephone,  
3 facsimile, postal system, and/or e-mail of the United States to organize, plan, and  
4 coordinate the RICO Enterprise.

5 **B. Predicate Acts**

6 Forced Labor: 18 U.S.C. § 1589

7 237. All RICO Defendants conducted or participated in the affairs of the  
8 RICO Enterprise through a pattern of willfully, knowingly, and intentionally  
9 committing and/or conspiring to commit multiple predicate acts of forced labor in  
10 violation of 18 U.S.C. § 1589, and as set forth the First Claim for Relief, ¶¶ 206–  
11 208, *supra*.

12 Trafficking with Respect to Peonage, Slavery, Involuntary Servitude,  
13 or Forced Labor: 18 U.S.C. § 1590

14 238. All RICO Defendants conducted or participated in the affairs of the  
15 RICO Enterprise through a pattern of willfully, knowingly, and intentionally  
16 committing and/or conspiring to commit multiple predicate acts of trafficking with  
17 respect to peonage, slavery, involuntary servitude, or forced labor in violation of  
18 18 U.S.C. § 1590, and as set forth in the First Claim for Relief, ¶¶ 209–211, *supra*.

19 Document Servitude: 18 U.S.C. § 1592

20 239. Recruiter Defendants conducted or participated in the affairs of the  
21 RICO Enterprise through a pattern of willfully, knowingly, and intentionally

1 committing and/or conspiring to commit multiple predicate acts of document  
2 servitude in violation of 18 U.S.C. § 1592, and as set forth in the First Claim for  
3 Relief, ¶¶ 212–213, *supra*.

4 Mail and Wire Fraud: 18 U.S.C. §§ 1341 and 1343

5 240. As set forth in the preceding paragraphs, Recruiter Defendants  
6 conducted or participated in the affairs of the RICO Enterprise through a pattern of  
7 omitting and concealing, and/or conspiring to omit or conceal material information  
8 about the extent of recruitment fees as part of a scheme to defraud Plaintiffs and  
9 other Class Members. Recruiter Defendants intended to induce the false belief  
10 about the limited extent of the recruitment fees to Recruiter Defendants’ advantage  
11 and to the severe prejudice of Plaintiffs and other Class Members.

12 241. As set forth in the preceding paragraphs, Recruiter Defendants  
13 conducted or participated in the affairs of the RICO Enterprise through a pattern of  
14 using the U.S. mails and wire communications, including communications via  
15 telephone, fax, internet and/or email, on numerous occasions to further this  
16 fraudulent scheme.

17 242. These willful, knowing, and intentional acts constitute mail and wire  
18 fraud in violation of 18 U.S.C. §§ 1341 and 1343.

19 Extortion in violation of Cal. Pen. Code § 518

20 243. Upon information and belief, Recruiter Defendants conducted or

1 participated in the affairs of the RICO Enterprise through a pattern of threatening  
2 Plaintiffs and other Class Members with deportation and financial ruin in violation  
3 of Cal. Penal Code §§ 518–19 if they did not pay the fees required under the illegal  
4 PARS Contract, Universal Philippine Contract, and Universal California Contract.

5 244. Plaintiffs and other Class Members feared financial harm to  
6 themselves and their families and feared deportation if they did not pay the fees  
7 required under the illegal PARS Contract, Universal Philippine Contract, and  
8 Universal California Contract.

9 245. Recruiter Defendants’ deployment of threats to instill fear in Plaintiffs  
10 and other Class Members and to secure payment of illegal fees violates Cal. Pen.  
11 Code § 518.

12 **C. Pattern of Related Racketeering Acts**

13 246. RICO Defendants have engaged in the racketeering activity described  
14 in this Claim repeatedly starting in 2007 and continuing through the present with  
15 respect to approximately 350 Filipino teachers.

16 247. Upon information and belief, RICO Defendants’ racketeering activity  
17 conducted through the RICO Enterprise, continues to the present day.

18 248. RICO Defendants, through the RICO Enterprise, rely on the  
19 racketeering acts described in this Complaint to conduct the regular business  
20 activities of the RICO Enterprise.

1           249. RICO Defendants' racketeering acts have similar purposes: to profit  
2 from the fraudulent recruitment and forced labor of Plaintiffs and other Class  
3 Members, and to recruit, obtain, provide and maintain a consistent, submissive,  
4 and compliant Filipino H-1B labor force at the EBRPSS and the non-defendant  
5 Louisiana School Districts.

6           250. RICO Defendants' acts have yielded similar results and caused similar  
7 injuries to Plaintiffs and other Class Members: Plaintiffs and other Class Members  
8 have, *inter alia*, all been subjected to exorbitant and illegal fees; and have been  
9 forced to take on debt at usurious interest rates as a result of RICO Defendants'  
10 unlawful conduct.

11           251. As set forth in the preceding paragraphs, the racketeering acts have  
12 similar participants: all RICO Defendants.

13           252. As set forth in the preceding paragraphs, RICO Defendants, through  
14 the RICO Enterprise, directed their racketeering activities at similar victims:  
15 Filipino teachers recruited by Recruiter Defendants to work as teachers in  
16 Louisiana public schools.

17           253. RICO Defendants' acts have similar methods of commission, such as  
18 common recruitment tactics, relatively consistent practices with respect to  
19 collecting payments from Plaintiffs and other Class Members, and use of similar  
20 employment practices and policies with respect to Plaintiffs and other Class

1 Members.

2 **D. Injury**

3 254. As a direct and proximate result of Recruiter Defendants' and Legal  
4 Facilitator Defendants' willful, knowing, and intentional acts discussed in this  
5 section, Plaintiffs and other Class Members have suffered injuries to their property  
6 and/or business: Plaintiffs and other Class Members have, *inter alia*, all been  
7 subjected to exorbitant and illegal fees; and have been forced to take on debt at  
8 usurious interest rates as a result of Recruiter Defendants' and Legal Facilitator  
9 Defendants' unlawful conduct. Additionally, as a direct and proximate result of all  
10 RICO Defendants' willful, knowing, and intentional acts discussed in this section,  
11 EBRPSS Teacher Plaintiffs and other EBRPSS Teacher Subclass Members have  
12 suffered injuries to their property and/or business as specified above.

13 255. Plaintiffs and other Class Members are entitled to an award of  
14 damages in an amount to be determined at trial, including treble damages and  
15 attorneys' fees and costs associated with this action.

16 **THIRD CLAIM FOR RELIEF**

17 EMPLOYMENT AGENCY AND JOB SERVICES ACT

18 Cal. Civ. Code § 1812.508

19 *Louisiana Teacher Class versus*

20 *Recruiter Defendants*

21  
22 256. Plaintiffs re-allege and incorporate by reference each and every  
23 allegation contained in the preceding paragraphs as if fully set forth herein.

1           257. Recruiter Defendants offered, for a fee, to secure employment for  
2 Plaintiffs and other Class Members.

3           258. Because Recruiter Defendants offered to procure employment for a  
4 fee for Plaintiffs and other Class Members, Recruiter Defendants are “employment  
5 agencies” under Cal. Civ. Code § 1812.501.

6           259. Plaintiffs and other Class Members are “jobseekers” under Cal. Civ.  
7 Code § 1812.501, as they were seeking employment through the use of Recruiter  
8 Defendants’ services.

9           260. Recruiter Defendants misrepresented the amount that Plaintiffs and  
10 other Class Members would have to pay to secure jobs in the United States.

11           261. Upon information and belief, Recruiter Defendants misrepresented the  
12 amount of pay that certain Plaintiffs and other Class Members would receive for  
13 the teaching jobs for which they were recruited.

14           262. Upon information and belief, Recruiter Defendants misrepresented  
15 that Plaintiffs and other Class Members would be guaranteed jobs in the United  
16 States.

17           263. Recruiter Defendants violated Cal. Civ. Code § 1812.508(a) by  
18 making, or causing to be made, false, misleading, and deceptive representations  
19 concerning the services that the agencies would provide to Plaintiffs and other  
20 Class Members as they sought jobs.





1 Members' reliance on the Recruiter Defendants' misrepresentations.

2 271. Recruiter Defendants made, or caused to be made, false, misleading,  
3 and deceptive representations concerning the services that the agencies would  
4 provide to jobseeker Plaintiffs and other Class Members.

5 272. Recruiter Defendants threatened Plaintiffs and other Class Members  
6 with deportation and financial ruin if they did not pay the fees required under the  
7 illegal PARS Contract, the illegal Universal Philippine Contract, and the illegal  
8 Universal California Contract.

9 273. Recruiter Defendants' practice of recruiting teachers through fraud and  
10 misrepresentation for profit directly caused financial harm to Plaintiffs and other  
11 Class Members.

12 274. Recruiter Defendants violated Cal. Business and Professions Code  
13 § 17200 by requiring Plaintiffs and other Class Members to enter into contracts by  
14 means of the unlawful business practices described above.

15 275. The Court should enjoin Recruiter Defendants from enforcing  
16 contracts entered into as a result of the unlawful business practices described  
17 herein.

18 **FIFTH CLAIM FOR RELIEF**

19 FRAUD

20 Cal. Civ. Code § 1709

21 *Louisiana Teacher Class versus*

22 *Recruiter Defendants*

23

1           276. Plaintiffs re-allege and incorporate by reference each and every  
2 allegation contained in the preceding paragraphs as if fully set forth herein.

3           277. Recruiter Defendants falsely misrepresented to Plaintiffs and other  
4 Class Members that they could secure teaching positions in the United States by  
5 paying the First Recruitment Fee. Recruiter Defendants purposefully withheld  
6 information regarding the Undisclosed Second Recruitment Fee from Plaintiffs and  
7 other Class Members before securing the non-refundable First Recruitment Fee as  
8 described above. The time, place and content of Recruiter Defendants'  
9 misrepresentations is set forth in ¶¶ 183–187, *supra*.

10           278. The representations made by the Recruiter Defendants were false.  
11 Once the Recruiter Defendants received the First Recruitment Fee, they charged  
12 significant additional fees before providing Plaintiffs and other Class Members any  
13 opportunity to teach in the United States. Recruiter Defendants also did not secure  
14 job opportunities for all Class Members prior to their arrival in the United States.

15           279. Recruiter Defendants made these false material representations with  
16 knowledge of their falsity and with intent to defraud Plaintiffs and other Class  
17 Members. Recruiter Defendants were aware that they would charge Plaintiffs and  
18 other Class Members additional fees, but withheld such information until Plaintiffs  
19 and other Class Members were already burdened with substantial debt to pay the  
20 First Recruitment Fee. Upon information and belief, Recruiter Defendants also

1 knew that a number of Class Members would have to attend job fairs upon arrival  
2 in Louisiana and would not have secure offers of employment, even after paying  
3 enormous fees to the Recruiter Defendants.

4         280. Plaintiffs and other Class Members were unaware of the falsity of  
5 Recruiter Defendants' representations. In reliance on these representations,  
6 Plaintiffs and other Class Members paid the First Recruitment Fee. Once Plaintiffs  
7 and other Class Members learned of the additional fees, they had already incurred  
8 substantial debt and could not afford to lose the money they had already invested  
9 in the venture. Had Recruiter Defendants properly disclosed the enormous  
10 additional fees they intended to charge, Plaintiffs and other Class Members would  
11 not have participated in the recruitment process on those terms.

12         281. As a proximate result of Recruiter Defendants' fraud, Plaintiffs and  
13 other Class Members suffered severe financial loss and other damages in an  
14 amount to be determined at trial.

15         282. Recruiter Defendants' conduct was willful and malicious. Plaintiffs  
16 and other Class Members are therefore entitled to punitive damages in an amount  
17 sufficient to deter similar conduct in the future.

18                                   **SIXTH CLAIM FOR RELIEF**  
19                                   DECLARATORY AND EQUITABLE RELIEF  
20                                   VOIDING PARS AND UNIVERSAL CONTRACTS  
21                                   BECAUSE CONTRACTS WERE A RESULT OF UNDUE INFLUENCE  
22                                   *Louisiana Teacher Class versus*  
23                                   *Defendant PARS and Defendant Universal*

1           283. Plaintiffs re-allege and incorporate by reference each and every  
2 allegation contained in the preceding paragraphs as if fully set forth herein.

3           284. The fees mandated by the contracts entered into between Class  
4 Members and Defendant Universal and Class Members and Defendant PARS are  
5 void and unenforceable because Class Members executed the contracts as a result  
6 of undue influence and coercion, including, *inter alia*:

7           a. The contracts were presented to Plaintiffs and other Class  
8 Members without prior notice;

9           b. Plaintiffs and other Class Members were forced to sign the  
10 contracts immediately, without an opportunity to deliberate or reflect on the terms  
11 of the contract, or to consult third parties about the terms of the contracts;

12           c. Plaintiffs and other Class Members were threatened that if they  
13 refused to sign the contracts, they would not be allowed to go to the United States;  
14 and

15           d. Plaintiffs and other Class Members were under severe threat of  
16 serious financial loss because of the substantial debt they had incurred to pay the  
17 First Recruitment Fee, described in ¶¶ 102–110, *supra*, which they had incurred  
18 before they were made aware of the terms of the contracts.

19           285. The fees mandated by the contracts entered into between Class  
20 Members and Defendant Universal and Class Members and Defendant PARS are

1 void and unenforceable because they were the result of undue influence and  
2 coercion.

3 286. Defendant Universal and Defendant PARS were unjustly enriched at  
4 the expense of Plaintiffs and other Class Members' when Defendant Universal and  
5 Defendant PARS collected invalid fees on their contracts with Plaintiffs and other  
6 Class Members.

7 287. Defendant Universal continues to attempt to collect invalid fees on its  
8 contracts with Class Members.

9 288. Plaintiffs and other Class Members are entitled to a declaration that  
10 the fee provisions of the contracts entered into between Class Members and  
11 Defendant Universal and Class Members and Defendant PARS are void and  
12 unenforceable.

13 289. Plaintiffs and other Class Members are entitled to restitution of the  
14 amounts unjustly obtained and retained by Defendant Universal and Defendant  
15 PARS, in an amount to be proven at trial.

16 290. Plaintiffs and other Class Members are entitled to permanent  
17 injunctive relief prohibiting Defendant Universal from seeking to collect any  
18 further fees from Class Members.

1                                   **SEVENTH CLAIM FOR RELIEF**  
2                                   DECLARATORY AND EQUITABLE RELIEF  
3                                   VOIDING PARS AND UNIVERSAL CONTRACTS  
4                                   BECAUSE CONTRACTS ARE ILLEGAL  
5                                   *Louisiana Teacher Class versus*  
6                                   *Defendant PARS and Defendant Universal*

7           291. Plaintiffs re-allege and incorporate by reference each and every  
8 allegation contained in the preceding paragraphs as if fully set forth herein.

9           292. The contracts entered into between Class Members and Defendant  
10 PARS and Class Members and Defendant Universal are contrary to the laws  
11 regulating recruitment of Philippine workers for overseas employment, as  
12 described in §§ 78–82, *supra*, because the contracts:

13           a.     Seek collection of more than one month’s expected U.S. salary;  
14 and

15           b.     Seek collection of fees that are not authorized under the POEA  
16 rules and regulations.

17           293. The contracts entered into between Class Members and Defendant  
18 PARS is contrary to the laws regulating H-1B visas, as described in §§ 83–85,  
19 *supra*, because the contracts required Class Member to pay fees that are the  
20 obligation of the employer, not the employee.

21           294. The contracts entered into between Class Members and Defendant  
22 PARS and Class Members and Defendant Universal are contrary to the laws  
23 regulating employment services providers in Louisiana, as described in §§ 86–90,

1 *supra*, because the contracts:

2 a. Seek collection of fees on behalf of an employment service that  
3 was not licensed with the Louisiana Workforce Commission;

4 b. Seek collection of fees on contracts that were not pre-approved  
5 by the Louisiana Workforce Commission;

6 c. Seek collection of fees outside of the Class Member's first year  
7 of employment; and

8 d. Seek collection of fees prior to the applicant's actual  
9 commencement of work.

10 295. The fees mandated by the contracts entered into between Class  
11 Members and Defendant Universal and Class Members and Defendant PARS are  
12 void and unenforceable because they are contrary to law, as described above.

13 296. Defendant Universal and Defendant PARS were unjustly enriched at  
14 the expense of Plaintiffs and other Class Members' when Defendant Universal and  
15 Defendant PARS collected invalid fees pursuant to the contracts with Plaintiffs and  
16 other Class Members.

17 297. Defendant Universal continues to attempt to collect invalid fees on its  
18 contracts with Class Members.

19 298. Plaintiffs and other Class Members are entitled to a declaration that  
20 the fee provisions of the contracts entered into between Class Members and



1 Defendant Universal and Class Members and Defendant PARS are void and  
2 unenforceable.

3 299. Plaintiffs and other Class Members are entitled to restitution of the  
4 fees unjustly obtained and retained by Defendant Universal and Defendant PARS,  
5 in an amount to be proven at trial.

6 300. Plaintiffs and other Class Members are entitled to permanent  
7 injunctive relief prohibiting Defendant Universal from seeking to collect any  
8 further fees from Class Members.

9 **EIGHTH CLAIM FOR RELIEF**  
10 **DECLARATORY AND EQUITABLE RELIEF**  
11 **REGARDING ILLEGAL FEES COLLECTED WITHOUT A CONTRACT**  
12 *Louisiana Teacher Class versus*  
13 *Defendant PARS and Defendant Universal*

14 301. Plaintiffs re-allege and incorporate by reference each and every  
15 allegation contained in the preceding paragraphs as if fully set forth herein.

16 302. Plaintiffs and other Class Members were charged certain fees by  
17 Recruiter Defendants that do not appear in either the contract entered into with  
18 PARS or the contract entered into with Universal. These fees include:

- 19 a. The First Recruitment Fee, described in §§ 102–110, *supra*, and  
20 b. Cost of one-way airfare to the United States.

21 303. Collection of both the First Recruitment Fee and the cost of airfare is  
22 prohibited under the laws regulating recruitment of Philippine workers for overseas

1 employment, as described in ¶¶ 78–82, *supra*.

2 304. Collection of the First Recruitment Fee is prohibited under the laws  
3 regulating employment services providers in Louisiana, as described in ¶¶ 86–90,  
4 *supra*.

5 305. Defendant Universal and Defendant PARS have been unjustly  
6 enriched by collection of these illegal fees.

7 306. Plaintiffs and other Class Members are entitled to a declaration that  
8 the First Recruitment Fee and airfare charge were illegal.

9 307. Plaintiffs and other Class Members are entitled to restitution of the  
10 fees unjustly obtained and retained by Defendant Universal and Defendant PARS,  
11 in an amount to be proven at trial.

12 **NINTH CLAIM FOR RELIEF**

13 **BREACH OF FIDUCIARY DUTY**

14 State Common Law and Cal. Civ. Code § 3294

15 *Louisiana Teacher Class versus*

16 *Legal Facilitator Defendants*

17 308. Plaintiffs re-allege and incorporate by reference each and every  
18 allegation contained in the preceding paragraphs as if fully set forth herein.

19 309. Legal Facilitator Defendants owed a fiduciary duty to Plaintiffs and  
20 other Class Members, based upon the attorney-client relationship Legal Facilitator  
21 Defendants established with Plaintiffs and other Class Members.

22 310. Legal Facilitator Defendants breached the fiduciary duty owed to each

1 and every Plaintiffs and other Class Members, to their substantial detriment, by:

2 a. Extracting and/or assisting Recruiter Defendants to extract fees  
3 from Plaintiffs and other Class Members, which they knew or should have known  
4 were the responsibility of EBRPSS and the non-defendant Louisiana School  
5 Districts;

6 b. Procuring one-year rather than three-year visas for Plaintiffs  
7 and other Class Members; and

8 c. Otherwise participating in and/or facilitating the trafficking  
9 scheme as described in ¶¶ 165 to 173, *supra*.

10 311. Legal Facilitator Defendants' conduct was willful and malicious. As  
11 detailed in ¶ 310, *supra*, Legal Facilitator Defendants' participation in the  
12 trafficking scheme was willful and done in conscious disregard of the legal rights  
13 of Plaintiffs and other Class Members, and was intended to cause injury to  
14 Plaintiffs and other Class Members.

15 312. Legal Facilitator Defendants' conduct proximately caused financial  
16 harm to Plaintiffs and other Class Members.

17 313. Plaintiffs and other Class Members are entitled to an award of  
18 compensatory damages, and an award of punitive damages, in an amount to be  
19 determined at trial.



1 c. Otherwise participating in and/or facilitating the trafficking  
2 scheme described in ¶¶ 165 to 173, *supra*, to the severe prejudice of Plaintiffs and  
3 other Class Members.

4 318. Legal Facilitator Defendants' conduct was willful and malicious. As  
5 detailed in ¶ 317, *supra*, Legal Facilitator Defendants' participation in the  
6 trafficking scheme was willful and done in conscious disregard of the legal rights  
7 of Plaintiffs and other Class Members, and was intended to cause injury to  
8 Plaintiffs and other Class Members.

9 319. Legal Facilitator Defendants' conduct proximately caused financial  
10 harm to Plaintiffs and other Class Members.

11 320. Plaintiffs and other Class Members are entitled to an award of  
12 damages, and an award of punitive damages, in an amount to be determined at  
13 trial.

14 **ELEVENTH CLAIM FOR RELIEF**  
15 THE WILLIAM WILBERFORCE TRAFFICKING VICTIMS PROTECTION  
16 REAUTHORIZATION ACT OF 2008 (18 U.S.C. § 1595)  
17 *EBRPSS Teacher Subclass versus*  
18 *Employer Defendants*  
19

20 321. Plaintiffs and other Class Members re-allege and incorporate by  
21 reference each and every allegation contained in the preceding paragraphs as if  
22 fully set forth herein.

23 **A. Authority for a Civil Action**

1           322. Plaintiffs and other Class Members are victims of the following  
2 violations of Title 18, Chapter 77 of the United States Code: 18 U.S.C. §§ 1589,  
3 1590, 1592, and 1594(a) and (b), as set forth in the First Claim for Relief.

4           323. As set forth in 18 U.S.C. § 1595(a), Plaintiffs and other Class  
5 Members may bring a civil action against the perpetrators of these violations and  
6 “whoever knowingly benefits, financially or by receiving anything of value from  
7 participation in a venture which that person knew or should have known has  
8 engaged in a violation” of these provisions.

9           324. Employer Defendants were perpetrators of the violations of 18 U.S.C.  
10 §§ 1589, 1590, 1592, 1594(a), and 1594(b).

11           325. Employer Defendants have knowingly benefited, and continue to  
12 knowingly benefit financially or by receiving something of value from  
13 participation in a venture which Employer Defendants knew or should have known  
14 engaged in violations of 18 U.S.C. §§ 1589, 1590, 1592, 1594(a), and/or 1594(b).

15           326. EBRPSS Teacher Plaintiffs bring this claim on behalf of themselves  
16 and the EBRPSS Teacher Subclass against Employer Defendants.

17           **B.   Forced Labor (18 U.S.C. § 1589)**

18           327. As set forth in ¶¶ 176–187, *supra*, Employer Defendants knowingly  
19 aided and abetted Recruiter Defendants’ and Legal Facilitator Defendants’ efforts  
20 to provide and obtain the labor of Plaintiffs and other Class Members by means of

1 abuse and threatened abuse of law or legal process and by means of a scheme,  
2 pattern, or plan intended to cause the Plaintiffs and other Class Members to believe  
3 that, if he or she did not perform the labor, he or she would suffer serious harm.

4 328. Employer Defendants have knowingly benefited and continue to  
5 knowingly benefit financially and by receiving the value of EBRPSS Teacher  
6 Plaintiffs' and other EBRPSS Teacher Subclass members' labor from participation  
7 in a venture which Employer Defendants knew or should have known was engaged  
8 in the acts set forth in ¶ 327, *supra*, and in the First Claim for Relief, ¶¶ 206–207,  
9 *supra*.

10 **C. Trafficking with Respect to Peonage, Slavery, Involuntary**  
11 **Servitude, or Forced Labor (18 U.S.C. § 1590)**

12 329. As set forth in ¶¶ 176–187, *supra*, Employer Defendants knowingly  
13 aided and abetted Recruiter Defendants' efforts to recruit and transport Plaintiffs  
14 and other Class Members for labor and services in violation of 18 U.S.C. §§ 1589,  
15 1592, 1594(a), and 1594(b).

16 330. Employer Defendants have knowingly benefited and continue to  
17 knowingly benefit financially and/or by receiving the value of EBRPSS Teacher  
18 Plaintiffs' and other EBRPSS Teacher Subclass members' labor from participation  
19 in a venture which the Employer Defendants knew or should have known was  
20 engaged in the acts set forth in ¶ 329, *supra*, and the First Claim for Relief, ¶¶ 209–  
21 210, *supra*.

1           **D. Unlawful Conduct with Respect to Documents in Furtherance of**  
2           **Trafficking, Peonage, Slavery, Involuntary Servitude, or Forced**  
3           **Labor (18 U.S.C. § 1592)**

4           331. Employer Defendants have knowingly benefited and continue to  
5 knowingly benefit financially and/or by receiving the value of EBRPSS Teacher  
6 Plaintiffs’ and other EBRPSS Teacher Subclass members’ labor from participation  
7 in a venture which Employer Defendants knew or should have known was engaged  
8 in the acts set forth in the First Claim for Relief, ¶ 212, *supra*.

9           **E. Attempt to Violate 18 U.S.C. §§ 1589, and 1590 (18 U.S.C.**  
10           **§ 1594(a))**

11           332. As set forth in ¶¶ 176–187, *supra*, Employer Defendants attempted to  
12 violate 18 U.S.C. §§ 1589 and 1590 in violation of 18 U.S.C. § 1594(a).

13           333. Employer Defendants have knowingly benefited and continue to  
14 knowingly benefit financially and/or by receiving the value of EBRPSS Teacher  
15 Plaintiffs’ and other EBRPSS Teacher Subclass members’ labor from participation  
16 in a venture which the Employer Defendants knew or should have known was  
17 engaged in the acts set forth in ¶ 332, *supra*, and the First Claim for Relief, ¶¶ 214  
18 and 215, *supra*.

19           **F. Conspiracy to Violate 18 U.S.C. §§ 1589, 1590, and 1592 (18**  
20           **U.S.C. § 1594(b))**

21           334. As set forth in ¶¶ 176–187, *supra*, Employer Defendants conspired  
22 with Recruiter Defendants and Legal Facilitator Defendants to violate 18 U.S.C.



1 §§ 1589 and 1590 in violation of 18 U.S.C. § 1594(b).

2 335. Employer Defendants have knowingly benefited and continue to  
3 knowingly benefit financially and/or by receiving the value of EBRPSS Teacher  
4 Plaintiffs' and other EBRPSS Teacher Subclass members' labor from participation  
5 in a venture which Employer Defendants knew or should have known was engaged  
6 in the acts set forth in ¶ 334, *supra*, and in the First Claim for Relief, ¶¶ 217–218,  
7 *supra*.

8 **G. Alternatively, Trafficking with Respect to Peonage, Slavery,**  
9 **Involuntary Servitude, or Forced Labor by violating 18 U.S.C.**  
10 **§§ 1589 (2003) and 1594(a) (2003 (18 U.S.C. § 1590 (2003))**

11 336. Alternatively, in violation of 18 U.S.C. § 1590 (2003), and in addition  
12 to the violations of 18 U.S.C. § 1589 (2003) as set forth above, Employer  
13 Defendants knowingly aided and abetted the efforts of Recruiter Defendants and  
14 Legal Facilitator Defendants to recruit, transport, harbor, and/or obtain Plaintiffs  
15 and other Class Members for labor or services in furtherance of Recruiter  
16 Defendants' violations of the following provisions of Title 18, Chapter 77 of the  
17 U.S. Code: attempting to violate 18 U.S.C. §§ 1589 (2003) and 1590 (2003), in  
18 violation of 18 U.S.C. § 1594(a) (2003).

19 **H. Damages**

20 337. As a proximate result of the conduct of Employer Defendants,  
21 EBRPSS Teacher Plaintiffs and other EBRPSS Teacher Subclass members have

1 suffered injuries to their persons, businesses, and property, and other damages.

2 338. EBRPSS Teacher Plaintiffs and other EBRPSS Teacher Subclass  
3 members are entitled to recover compensatory and punitive damages in an amount  
4 to be proven at trial, including attorneys' fees.

5 **TWELFTH CLAIM FOR RELIEF**

6 NEGLIGENT HIRING

7 State Common Law

8 *EBRPSS Teacher Subclass versus*

9 *Defendant EBRPSS*

10 339. Plaintiffs re-allege and incorporate by reference each and every  
11 allegation contained in the preceding paragraphs as if fully set forth herein.

12 340. Defendant EBRPSS hired Recruiter Defendants to recruit teachers  
13 from the Philippines.

14 341. During the relevant time period, Defendant EBRPSS required that any  
15 job applicant from the Philippines who wished to apply to work for EBRPSS must  
16 do so by utilizing the services of Recruiter Defendants.

17 342. Defendant EBRPSS knew or had reason to believe that Recruiter  
18 Defendants, and particularly Defendant Lourdes Navarro and Defendant Universal,  
19 were unfit for the tasks for which they were hired.

20 343. Alternatively, Defendant EBRPSS had a reasonable duty of care to  
21 inquire into the fitness of Recruiter Defendants to perform their function.

22 344. Defendant EBRPSS breached the duty to inquire into the fitness of

1 Recruiter Defendants.

2 345. Defendant EBRPSS's negligence, combined with its insistence that  
3 any applicant from the Philippines must utilize Recruiter Defendants' services,  
4 caused harm to the EBRPSS Teacher Plaintiffs and other EBRPSS Teacher  
5 Subclass members by subjecting them to exorbitant fees and resulting monetary  
6 loss as a part of Recruiter Defendants' trafficking scheme.

7 346. Defendant EBRPSS's negligence proximately caused the harm  
8 suffered by the EBRPSS Teacher Plaintiffs and other EBRPSS Subclass members.

9 347. The EBRPSS Teacher Plaintiffs and other EBRPSS Subclass  
10 members are entitled to an award of damages in an amount to be determined at  
11 trial.

12 **VII. PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs request the following relief:

14 a. Certifying the First through Twelfth Claims for Relief in this action as  
15 class claims pursuant to Rule 23(b)(2) and (b)(3) of the Federal Rules of Civil  
16 Procedure;

17 b. Designating Plaintiffs as class representatives of the Louisiana  
18 Teacher Class pursuant to Federal Rule of Civil Procedure 23, and designating  
19 Plaintiffs' counsel as counsel for the Louisiana Teacher Class;

20 c. Certifying the Thirteenth and Fourteenth Claims for Relief in this

1 action as class claims pursuant to Rule 23(b)(3) of the Federal Rules of Civil  
2 Procedure;

3 d. Designating EBRPSS Teacher Plaintiffs as representatives of the  
4 EBRPSS Teacher Subclass pursuant to Federal Rule of Civil Procedure 23, and  
5 designating EBRPSS Teacher Plaintiffs' counsel as counsel for the EBRPSS  
6 Teacher Subclass;

7 e. Declaratory and injunctive relief;

8 f. Compensatory damages;

9 g. Punitive damages;

10 h. Treble damages as authorized by RICO, 18 U.S.C. § 1964(c);

11 i. An award of prevailing party costs, including attorney fees; and

12 j. Such other relief as the Court deems just and appropriate.

13  
14 Respectfully submitted this 5th day of August, 2010

15  
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21  
22 *On behalf of Attorneys for Plaintiffs*