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7 *A n y f n ff*
8 *A n - n n n*

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

12
13 MAIRI NUNAG-TAÑEDO, INGRID CRUZ,
14 DONNABEL ESCUADRA, ROLANDO
15 PASCUAL, and TOMASA MARI, on behalf
of themselves and other similarly situated
16 individuals,

17 Plaintiffs,

18 v.

19 EAST BATON ROUGE PARISH SCHOOL
20 BOARD, CHARLOTTE D. PLACIDE,
21 MILLIE WILLIAMS, ELIZABETH DURAN
22 SWINFORD, UNIVERSAL PLACEMENT
INTERNATIONAL, INC., LOURDES
23 "LULU" NAVARRO, HOTHHELLO "JACK"
24 NAVARRO, PARS INTERNATIONAL
PLACEMENT AGENCY, EMILIO V.
25 VILLARBA, ROBERT B. SILVERMAN,
and SILVERMAN & ASSOCIATES,

26 Defendants.
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Civ.No. _____

COMPLAINT

CLASS ACTION

JURY TRIAL DEMANDED

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Mary C. Bauer (c c m n n n)

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I. PRELIMINARY STATEMENT

1. Over the past three school years, more than 350 hig

1 Defendants”) and legal facilitators (referred to collectively as “Legal Facilitator
2 Defendants”) who the Louisiana School Districts hired, as well as from one of their
3 employers, the East Baton Rouge Parish School Board (“EBRPSB”), and agents of
4 EBRPSB (referred to collectively as “Employer Defendants”), who were aware, or
5 reasonably should have known of the Recruiter Defendants’ egregious conduct, and
6 who took steps to ensure the trafficking scheme was viable.
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8 4. The Louisiana School Districts chose and retained Lourdes “Lulu”
9 Navarro to recruit teachers from the Philippines. The School Districts selected Ms.
10 Navarro despite her prior conviction and imprisonment for defrauding the
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1 Defendants in the first instance.

2 **II. JURISDICTION AND VENUE**

3 9. The Court has jurisdiction over this action pursuant to 28 U.S.C.
4 § 1331 (federal question jurisdiction), 18 U.S.C. § 1595(-1.2971480159(1)-10.2374()-186.021(u)

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21. Defendant East Baton Rouge Parish School Board (“EBRPSB”) is

1 only;

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

6
7 h. Defendant PARS collected money from Plaintiffs and other
8 Class Members in the Philippines and issued receipts from both Defendant PARS
9 and Defendant Universal.
10

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

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

17 35. Throughout this Complaint, Defendants Universal, Lourdes Navarro,
18 Hothello Navarro, PARS, and Villarba are referred to collectively as “Recruiter
19 Defendants.”
20

21 Legal Facilitator Defendants

22 36. Defendant Robert B. Silverman is an attorney who maintains his
23 principal offices in Westminster, California, within the Central District of
24 California. Silverman resides in 480159()-0.48e258733(h)019603719297129770960859(Recruite
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43. This action involves a class represented by all Plaintiffs, referred to herein as “the Louisiana Teacher Class,” and a subclass represented by EBRPSS Teacher Plaintiffs, referred to herd6.379(f)-10.250(t)-0.311424(f)-10.2505(f)-10.25.96(0 cm BT /R

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

c. Illegally collecting fees prohibited under the law, as set forth in

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1 Defendants during the period from January 1, 2007 through the present, and (ii)
2 whose H-1B visa petition was executed by an agent of EBRPSS for employment at
3 EBRPSS.
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5 59. Class claims for injunctive and declaratory relief are brought pursuant
6 to Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure. For the
7 purpose of claims for injunctive and declaratory relief 79()-315.9(a)-1.29779(n)-0.960319(d)
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1 Defendants that deprived Plaintiffs and other EBRPSS Teacher Subclass members
2 of their right to be free from forced labor, as set forth in the Twelfth Claim for
3 Relief;
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5 c. Whether Employer Defendants knew or should have known
6 that such venture engaged in a violation of Chapter 87.380(3)(a)-0.960a.636438(v) (hrs

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1 that apply generally to the EBRPSS Teacher Subclass, so that declaratory relief and
2 final injunctive relief are appropriate with respect
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1 i. Baseless lawsuits filed by Defendant Universal against a
2 few EBRPSS Subclass members, which constitute an abuse of legal process in
3 furtherance of Recruiter Defendants' trafficking scheme, as described below; and
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5 ii. An administrative hearing at the Louisiana Workforce
6 Commission, which via opinion dated April 14, 2010 concluded that Defendant
7 Universal was not properly licensed under the Louisiana Private Employment
8 Services Law, but did not rule on the validity of the contracts themselves, finding
9 this was outside of its jurisdictional of t
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83.

1 the recruitment of highly qualified teachers from the Philippines, and placement of
2 these teachers within school districts in the United States. Recruiter Defendants
3 also claimed to specialize in teachers of special education, math, and science.
4

5 92. At all relevant times, Recruiter Defendants were operating as an
6 “employment service” within Louisiana as that term is defined by Section 23:101 of
7 the Louisiana Revised Statutes.
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9 93. At no time did any Recruiter Defendant become licensed as an
10 employment service, as required by Section 23:104 of the Louisiana Revised
11 Statutes.

12 94. Recruiter Defendants ef99()-65.4190319(9()-65.4190319(9()-654593822821.6092
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1 Pursuant to this joint venture, Employer Defendants and the non-defendant
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111.

1 instruct the U.S. Embassy to have their passports delivered directly to Recruiter
2 Defendants' office in the Philippines rather than to Plaintiffs' and other Class
3 Members' home addresses.

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5 116. Plaintiffs' and other Class Members' visas were approved, and their
6 visas and passports were sent directly to Recruiter Defendants' office in the
7 Philippines.

8
9 117. Recruiter Defendants retained possession of Plaintiffs' and other
10 Class Members' passports and refused to return them to Plaintiffs and other Class
11 Members. Recruiter Defendants stated that Plaintiffs and other Class Members
12 would receive their passports back only after they paid all fees imposed and
13 Recruiter Defendants were ready for Plaintiffs and other Class Members to fly to
14 the United States.

15
16 5. Trafficking Step 5: Recruiter Defendants Announce
17 Previously Undisclosed Second Recruitment Fee (Three
18 Months of Salary to be Earned in United States) and Fee for
Airfare

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

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26 a. Recruiter Defendants explained, orally and through documents
27 they required Plaintiffs and other Class Members to sign, that the Undisclosed
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1 had been in the United States for one year.

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e. According to Recruiter Defendants' records, Plaintiffs and other Class Members were required to pay from \$6,300 to \$12,000 to cover the 20 percent fee

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Class Member paid Recruiter Defendants aggregate fees, on average, of, on ,te, pe

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1 Defendants told them they could not leave the housing. Upon information and
2 belief, Recruiter Defendants required Class Members to reside in such housing in
3 order to isolate them from the broader Filipino community and thus enhance their
4 ability to control members of the EBRPSS Teacher Subclass.
5

6 152. One member of the EBRPSS Teacher Subclass, Jave Pajuelas,
7 approached his principal, Sherry Brock of the Westdale Middle School, to seek
8 assistance in obtaining alternate housing that would be closer to the school where he
9 was teaching. Principal Brock informed him that she could not help him find
10 alternative housing because it would upset and anger Defendant Lourdes Navarro.
11 Mr. Pajuelas informed some of the other Louisiana Teacher Class Members of this
12 conversation, and those individuals reasonably understood that if they tried to leave
13 the housing Lourdes Navarro had selected, they would face possible punishment by
14 Lourdes Navarro.
15
16

17 9. Trafficking Step 9: Visa Renewal Process

18 153. H-1B visas are typically issued for three years, even if there is no
19 guarantee that the job will last for the full three years.
20

21 154. Upon information and belief, Recruiter Defendants, Legal Facilitator
22 Defendants, Employer Defendants, and the non-defend
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1 handle obtaining and renewing H1-B visas for Plaintiffs and other Class Members
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1 threatened teachers, including Plaintiff Mairi Nunag-Tañedo, that the teachers could
2 be sent back to the Philippines if they did not obey her instructions. Lourdes
3 Navarro forced Nunag-Tañedo and some Lome
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1 Members by, *n* , threatening to sue, and suing, Class Members who voiced
2 criticisms about Recruiter Defendants’ trafficking scheme:

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

14 b. In approximately late May or early June 2009, Defendant
15 Lourdes Navarro held a meeting with Class Members working at the Caddo Public
16 Schools District, including Plaintiff Pascual. During that meeting Lourdes Navarro
17 threatened that if teachers in Caddo started speaking out against her, they would be
18 “punished” like the teachers in Baton Rouge; Pascual and others understood
19 Lourdes Navarro to mean that she would sue them as she had sued Cruz and
20 Añober.
21

22 c. Upon information and belief, Recruiter Defendants and Legal
23 Facilitator Defendants lacked any legal or factual basis for the lawsuits related to
24 the Pinoy Teachers Hub blog and filed these lawsuits in an effort to intimidate
25 teachers who were voicing opposition to Recruiter Defendants.
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1 to pay the exorbitant fees demanded by Recruiter Defendants, as detailed in ¶ 179.b,
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1 Facilitator Defendants. All fees were instead paid by Plaintiffs and other Class
2 Members.

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

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

11
12 **D. Factual Allegations That Employer Defendants were Beneficiaries**
13 **of the Illegal Trafficking Scheme**

14 174. Employer Defendants participated in a common venture with
15 Recruiter Defendants and Legal Facilitator Defendants to recruit teachers from the
16 Philippines and transport them to the United States. In furtherance of this venture,

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1 trafficking scheme perpetrated by Recruiter Defendants. Not only were they able to
2 procure the services of needed teachers from the Philippines; they were also able to
3 avoid all fees and costs typically associated with identifying and recruiting qualified
4 educators—including visa fees that they, as employers, were required to pay under
5 federal law.

7 **E. Factual Allegations That Employer Defendants Facilitated the**
8 **Illegal Trafficking Scheme, or Alternatively Knew or Reasonably**
9 **Should Have Known of the Illegal Trafficking Scheme**

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

13 a. Employer Defendants did not pay Recruiter Defendants or
14 Legal Facilitator Defendants for their recruitment efforts. Indeed, Employer
15 Defendants did not have to pay anything toward the recruitment process; Employer
16 Defendants were reimbursed for all costs related to interviewing applicants in the
17 Philippines.
18

19 b. Upon information and belief, Employer Defendants realized
20 that Recruiter Defendants and Legal Facilitator Defendants were engaged in a for-
21 profit scheme.
22

23 c. Employer Defendants were aware of the costs of filing an H-
24 1B visa. They learned of these fees by, *n*, reviewing the H-1B documents
25 they signed, which disclosed some of the fees, and by reviewing written materials
26 sent to them by Recruiter Defendants, which explained the costs of filing for an H-
27 1B visa petition;
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d. Employer Defendants were also aware of the various recruitment fees and related fees charged by Recruiter Defendants through their trafficking scheme. Upon information and belief, Employer Defendants were told of the exorbitant fees in or before November 2007, again in April 2008, and many times thereafter.

177. Employer Defendants were aware by no later than May 2008 that the

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1 were required to be paid by the employer and not the employee. In particular, the
2 H-1B Filing Fee form states that the \$320 filing fee and the \$500 anti-fraud fee
3 must be paid by the U.S. employer. Upon information and belief, an H-1B Filing
4 Fee form was submitted with each and every I-129 Petition for a Nonimmigrant
5 Worker prepared by Legal Facilitator Defendants and Defendant Universal on
6 behalf of Defendant EBRPSS and the non-defendant Louisiana School Districts.
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8 192. On or about March 28, 2008, at the Waterfront Hotel in Cebu City,
9 Philippines, Defendant Lourdes Navarro informed Plaintiff Nunag-Tañedo that she
10 would need to pay \$3,920 for her visa. Lourdes Navarro failed to inform Nunag-
11 Tañedo that part of this fee was the obligation of her petitioner, Defendant
12 EBRPSS. Nunag-Tañedo reasonably relied on this omission, and paid the entire fee
13 to Defendant PARS.
14

15 193. On or about July 16, 2007, at the PARS office in Quezon City,
16 Manila, Philippines, Defendant Villarba informed Plaintiff Cruz that she would
17 need to pay \$3,920 for her visa. Villarba failed to inform Cruz that part of this fee
18 was the obligation of her petitioner, Defendant EBRPSS. Cruz reasonably relied on
19 this omission, and paid the entire fee to Defendant PARS.
20

21 194. On or about March 28, 2008, at the Waterfront Hotel in Cebu City,
22 Philippines, Defendant Lourdes Navarro informed Plaintiff Escuadra that she would
23 need to pay \$3,920 for her visa. Lourdes Navarro failed to inform Escuadra that
24 part of this fee was the obligation of her petitioner, Defendant EBRPSS. Escuadra
25 reasonably relied on this omission, and paid the entire fee to Defendant PARS.
26

27 195. On or about June 27, 2008, in a restaurant near the PARS office in
28

1 threatened abuse of law or legal process and by means of a scheme, pattern, or plan
2 intended to cause the Plaintiffs and other Class Members to believe that, if he or she
3 did not perform the labor, he or she would suffer serious harm.
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5 207. As set forth ¶¶ 165–173, , Legal Facilitator Defendants
6 knowingly provided the labor of Plaintiffs and otheer 20.991440 3132 2127 .3333 0.998072 0 0

7 207. As set forth ¶¶ 165–173,
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1 Defendants conspired with each other to violate 18 U.S.C. §§ 1589 and 1590 in
2 violation of 18 U.S.C. § 1594(b).

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

7 **G. Alternatively, Trafficking with Respect to Peonage, Slavery,**
8 **Involuntary Servitude, or Forced Labor by violating 18 U.S.C.**
9 **§§ 1589 (2003), 1592 (2003), and 1594(a) (2003 (18 U.S.C. § 1590**
10 **(2003))**

11 220. 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, Recruiter
13 Defendants knowingly recruited, transported, harbored and/or obtained Plaintiffs
14 and other Class Members for labor or services in furtherance of the following
15 violations of Title 18, Chapter 77 of the U.S. Code:

16 a. Removing, confiscating, or possessing Plaintiffs' and other
17 Class Members' passports and other immigration documents in the course of, or
18 with the intent to violate 18 U.S.C. §§ 1589 (2003) and 1590 (2003), in violation of
19 18 U.S.C. § 1592(a) (2003); and
20

21 b. Attempting to violate 18 U.S.C. §§ 1589 (2003) and 1590
22 (2003), in violation of 18 U.S.C. § 1594(a) (2003).
23

24 221. Alternatively, in violation of 18 U.S.C. § 1590 (2003), and in addition
25 to the violations of 18 U.S.C. § 1589 (2003) as set forth above, Legal Facilitator
26 Defendants knowingly recruited, transported, harbored and/or obtained Plaintiffs
27 and other Class Members for labor or services in furtherance of Recruiter
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1 Plaintiffs and other EBRPSS Subclass Members are likewise “persons” with
2 standing to sue within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).

3 227. Each Recruiter Defendant is a “RICO person” within the meaning of
4
5 18 U.S.C-0.960319(i)-0.93Td ¶797.

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1 Employer Defendants and the non-Defendant Louisiana School Districts.

2 231. The RICO Enterprise is engaged in interstate commerce in that its
3 activities and transactions relating to the international and interstate movement of
4 workers through the procuring of H-1B visas affect interstate commerce, and
5 frequently require travel and communications across state and international lines.
6

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

8 233. RICO Defendants have violated 18 U.S.C. § 1962(c) because they are
9 associated with an enterprise (the association-in-fact of all the Defendants) engaged
10 in, or the activities which affect, interstate commerce and have, directly or
11 indirectly, conducted or participated in the conduct of an enterprise's affairs through
12 a pattern of racketeering activity.
13

14 234. RICO Defendants have violated 18 U.S.C. § 1962(d) by conspiring to
15 violate 18 U.S.C. § 1962(c).
16

17 235. Specifically, RICO Defendants conducted or participated in and/or
18 conspired to conduct the affairs of the RICO Enterprise by engaging in the
19 following predicate acts of racketeering activity under 18 U.S.C. § 1961(1):
20

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

22 b. Trafficking persons with respect to forced labor in violation of
23 18 U.S.C § 1590;
24

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

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

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,
4

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

6 240. As set forth in the preceding paragraphs, Recruiter Defendants
7 conducted or participated in the affairs of the RICO Enterprise through a pattern of
8 omitting and concealing, and/or conspiring to omit or conceal material information
9 about the extent of recruitment fees as part of a scheme to defraud Plaintiffs and
10 other Ian I Deas852ddee
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1 PARS Contract, Universal Philippine Contract, and Universal California Contract.

2 244. Plaintiffs and other Class Members feared financial harm to
3 themselves and their families and feared deportation if they did not pay the fees
4 required under the illegal PARS Contract, Universal Philippine Contract, and
5 Universal California Contract.
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7 245. Recruiter Defendant Td (R)-0.9 22.8438 0 Td ()Tj /R9ct.
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1 injuries to Plaintiffs and other Class Members: Plaintiffs and other Class Members
2 have, *n* , all been subjected to exorbitant and illegal fees; and have been
3 forced to take on debt at usurious interest rates as a result of RICO Defendants'
4 unlawful conduct.
5

6 251. As set forth in the preceding paragraphs, the racketeering acts have
7 similar participants: all RICO Defendants.
8

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

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

20 **D. Injury**

21 254. As a direct and proximate result of Recruiter Defendants' and Legal
22 Facilitator Defendants' willful, knowing, and intentional acts discussed in this
23 section, Plaintiffs and other Class Members have suffered injuries to their property
24 and/or business: Plaintiffs and other Class Members have, *n* , all been
25 subjected to exorbitant and illegal fees; and have been forced to take on debt at
26 usurious interest rates as a result of Recruiter Defendants' and Legal Facilitator
27 Defendants' unlawful conduct. Additionally, as a direct and proximate result of all
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1 RICO Defendants' willful, knowing, and intentional acts discussed in this section,
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1 misrepresented the amount of pay that certain Plaintiffs and other Class Members
2 would receive for the teaching jobs for which they were recruited.

3 262. Upon information and belief, Recruiter Defendants willfully
4 misrepresented that Plaintiffs and other Class Members would be guaranteed jobs in
5 the United States.

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

10 264. Pursuant to Cal. Civ. Code §§ 1812.523(c) and (d), the Court should
11 (a) declare that all contracts between Plaintiffs and other Class Members on the one
12 hand and Universal and/or PARS on the other are null and void; (b) require that the
13 Recruiter Defendants refund all sums paid pursuant to those contracts; (c) award
14 treble and punitive damages; and (d) award attorney's fees and costs.

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19 **FOURTH CLAIM FOR RELIEF**
20 **UNFAIR BUSINESS PRACTICES**

21 Cal. Business and Professional Code § 17200,
22 *L n c - c f n n*

23 265. Plaintiffs re-allege and incorporate by reference each and every
24 allegation contained in the preceding paragraphs as if fully set for herein.

25 266. Plaintiffs and other Class Members paid Recruiter Defendants fees in
26 respect of securing employment as teachers in the United States.

27 267. Recruiter Defendants misrepresented the amount of fees required for
28 the services provided.

1 knew that a number of Class Members would have to attend job fairs upon arrival in
2 Louisiana and would not have secure offers of employment, even after paying
3 enormous fees to the Recruiter Defendants.
4

5 280. Plaintiffs and other Class Members were unaware of the falsity of
6 Recruiter Defendants' representations. In reliance on these representations,
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1 284. The fees mandated by the contracts entered into between Class
2 Members and Defendant Universal and Class Members and Defendant PARS are
3 void and unenforceable because Class Members executed the contracts as a result of
4 undue influence and coercion, including, *n* :

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

8 b. Plaintiffs and other Class Members were forced to sign the
9 contracts immediately, without an opportunity to deliberate or reflect on the terms
10 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

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

21 285. The fees mandated by the contracts entered into between Class
22 Members and Defendant Universal and Class Members and Defendant PARS are
23 void and unenforceable because they were the result of undue influence and
24 coercion.

26 286. Defendant Universal and Defendant PARS were unjustly enriched at
27 the expense of Plaintiffs and other Class Members’ when Defendant Universal and
28 Defendant PARS collected invalid fees on their contracts with Plaintiffs and other

1 Class Members.

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

4
5 288. Plaintiffs and other Class Members are entitled to a declaration that
6 the fee provisions of the contracts entered into between Class Members and
7 Defendant Universal and Class Members and Defendant PARS are void and
8 unenforceable.

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

13
14 290. Plaintiffs and other Class Members are entitled to permanent
15 injunctive relief prohibiting Defendant Universal from seeking to collect any further
16 fees from Class Members.

17 **SEVENTH CLAIM FOR RELIEF**
18 **DECLARATORY AND EQUITABLE RELIEF**
19 **VOIDING PARS AND UNIVERSAL CONTRACTS**
20 **BECAUSE CONTRACTS ARE ILLEGAL**

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

24 292. The contracts entered into between Class Members and Defendant
25 PARS and Class Members and Defendant Universal are contrary to the laws
26 regulating recruitment of Philippine workers for overseas employment, as described
27 in ¶¶ 78–82,
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PARS or the contract entered into with Universal. These fees include:

a. The First Recruitment Fee, described in ¶¶ 102–110,

and

b. Cost of one-way airfare to the United States.

303. Collection of both the First Recruitment Fee and the cost of airfarew430005(6(f)-10

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

7 319. Legal Facilitator Defendants’ conduct proximately caused financial
8 harm to Plaintiffs and other Class Members.
9

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

ELEVENTH CLAIM FOR RELIEF
THE WILLIAM WILBERFORCE TRAFFICKING VICTIMS PROTECTION
REAUTHORIZATION ACT OF 2008 (18 U.S.C. § 1595)

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ny fn n

16 321. Plaintiffs and other Class Members re-allege and incorporate by
17 reference each and every allegation contained in the preceding paragraphs as if fully
18 set forth herein.
19

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

21 322. Plaintiffs and other Class Members are victims of the following
22 violations of Title 18, Chapter 77 of the United States Code: 18 U.S.C. §§ 1589,
23 1590, 1592, and 1594(a) and (b), as set forth in the First Claim for Relief.
24

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

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

329. As set forth in ¶¶ 176–187, , Employer Defendants knowingly aided and abetted Recrited RD.960319(t)1424(t)-0.h1Tk4(t)-0.h1Tk4(t)-0.h1.29779(,)-0.480159(

1 Defendants' violations of the following provisions of Title 18, Chapter 77 of the
2 U.S. Code: 18 U.S.C. §§ 1589 (2003); 1590 (2003), 1594(a) (2003).

3 **H. Damages**

4
5 337. As a proximate result of the conduct of Employer Defendants,
6 EBRPSS Teacher Plaintiffs and other EBRPSS Teacher Subclass members have
7 suffered injuries to their persons, businesses, and property, and other damages.

8
9 338. EBRPSS Teacher Plaintiffs and other EBRPSS Teacher Subclass
10 members are entitled to recover compensatory and punitive damages in an amount
11 to be proven at trial, including attorneys' fees.

12 **TWELFTH CLAIM FOR RELIEF**

13 **NEGLIGENT HIRING**

14 **State Common Law**

15 *B c c f n n B*

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

18 340. Defendant EBRPSS hired Recruiter Defendants to recruit teachers
19 from the Philippines.

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

23 342. Defendant EBRPSS knew or had reason to believe that Recruiter
24 Defendants, and particularly Defendant Lourdes Navarro and Defendant Universal,
25 were unfit for the tasks for which they were hired.
26

27
28 343. Alternatively, Defendant EBRPSS had a reasonable duty of care to

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

6 e. Declaratory and injunctive relief;

7 f. Compensatory damages;

8 g. Punitive damages;

9 h. Treble damages as authorized by RICO, 18 U.S.C. § 1964(c) and Cal.
10 Civ. Code § 1812.523(d);
11

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

13 j. Such other relief as the Court deems just and appropriate.
14
15

16 Respectfully submitted this 5th day of August, 2010
17
18

19 /s/ Lawrence Rosenzweig

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22 2730 Wilshire Boulevard, Suite 425
23 Santa Monica, California 90403

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