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4	2730 Wilshire Boulevard, Suite 425	
5	Santa Monica, California 90403 Telephone: (310) 453-0348	
6	Facsimile: (310) 453-3358	
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10	IN THE UNITED STATES D	ISTRICT COURT
11	FOR THE CENTRAL DISTRIC	T OF CALIFORNIA
12		
13	MAIRI NUNAG-TAÑEDO, INGRID CRUZ, DONNABEL ESCUADRA, ROLANDO	
14	PASCUAL, and TOMASA MARI, on behalf	
15	of themselves and other similarly situated individuals,	Ciu No
16	Plaintiffs,	Civ.No
17		
18	V.	
19 20	EAST BATON ROUGE PARISH SCHOOL	COMPLAINT
20	BOARD, CHARLOTTE D. PLACIDE, MILLIE WILLIAMS, ELIZABETH DURAN	
21 22	SWINFORD, UNIVERSAL PLACEMENT INTERNATIONAL, INC., LOURDES	CLASS ACTION
22 23	"LULU" NAVARRO, HOTHELLO "JACK"	
23 24	NAVARRO, PARS INTERNATIONAL PLACEMENT AGENCY, EMILIO V.	JURY TRIAL DEMANDED
24 25	VILLARBA, ROBERT B. SILVERMAN, and SILVERMAN & ASSOCIATES,	
23		
27	Defendants.	
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	Complaint	

ny ncnn f pgf 1 A 2 Daniel Werner ( c c n n n ) p Daniel.Werner@splcenter.org 3 James M. Knoepp ( с с п n n) n 4 Jim.Knoepp@splcenter.org Jennifer Tse (SBN 260764, С nſ n n ) п n 5 Jennifer.Tse@splcenter.org IMMIGRANT JUSTICE PROJECT 6 SOUTHERN POVERTY LAW CENTER 7 233 Peachtree St. NE, Suite 2150 Atlanta, Georgia 30303 8 Telephone: (404) 521-6700 9 Facsimile: (404) 221-5857 10 Mary C. Bauer ( *c c* n n n ) n 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 2 Complaint

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	3 Complaint
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2		1.	Over	the	past	three	school	years,	more	than	350	hig
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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 5	EBRPSB (referred to collectively as "Employer Defendants"), who were aware, or
6	reasonably should have known of the Recruiter Defendants' egregious conduct, and
7	
8	who took steps to ensure the trafficking scheme was viable.
9	4. The Louisiana School Districts chose and retained Lourdes "Lulu"
10	Navarro to recruit teachers from the Philippines. The School Districts selected Ms.
11	Navarro despite her prior conviction and imprisonment for defrauding the
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	Complaint

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		10 10 00 10
5	§ 1331 (federal question jurisdiction), 18 U.S.C. § 1595(-1.2971480159(1)-10.237	/4()-186.021
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1	21.	Defendant	East	Baton	Rouge	Parish	School	Board	("EBR	PSB")	is
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2	g. Defendant PARS entered into contracts with Plaintiffs and	
3		
4	other Class Members that stated that Class Members would pay fees for certain	
5	items to PARS, but when those fees were paid, PARS issued receipts showing	
6	payment was made to Defendant Universal; and	
7	h. Defendant PARS collected money from Plaintiffs and other	
8	Class Members in the Philippines and issued receipts from both Defendant PARS	
9		
10	and Defendant Universal.	
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		
15	Employer Defendants in that they were charged with recruiting Filipino teachers on	
16	behalf of the Employer Defendants.	
17	35. Throughout this Complaint, Defendants Universal, Lourdes Navarro,	
18 19	Hothello Navarro, PARS, and Villarba are referred to collectively as "Recruiter	
20	Defendants."	
21	Legal Facilitator Defendants	
22		
23	36. Defendant Robert B. Silverman is an attorney who maintains his	
24	principal offices in Westminster, California, within the Central District of	
25	California. Silverman resides in.480159()-0.48e258733(h)+de60271929779297792966	ABLDAROCIULA
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1	43. This action involves a class represented by all Plaintiffs, referred to	
2	herein as "the Louisiana Teacher Class," and a subclass represented by EBRPSS	
3	Teacher Plaintiffs, referred to herd6.379(f)-10.250(t)-0.311424(f)-10.2505(f)-10.25.9	
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1	b. Illegally enforcing contractual terms that are illegal, as set forth
2	in the Seventh Claim for Relief;
3	c. Illegally collecting fees prohibited under the law, as set forth in
4	e. Inegany concerning rees promoted under the law, as set form in
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	Complaint

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.	
4		
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 reliefy79()-315.9(a)-1.29779(	n)-0.960319(a
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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;	
4		
5	c. Whether Employer Defendants knew or should have known	
6	that such venture engaged in a violation of Chapterc 803aB9(3)9(a)-9623879(29268)7	0. <b>960B9</b> N:
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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 respec
3	initial injunctive rener are appropriate with respec
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	Complaint

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
4 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
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9	Services Law, but did not rule on the validity of the contracts themselves, finding
10	this was outside of its jurisdictional of t
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	Complaint

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 4	also claimed to specialize in teachers of special education, math, and science.	
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.	
8 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()-65459	3822821.6092
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1	Pursuant	to	this	joint	venture,	Employer	Defendants	and	the	non-defendant
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	Complaint

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.
4	116. Plaintiffs' and other Class Members' visas were approved, and their
5	
6 7	visas and passports were sent directly to Recruiter Defendants' office in the
8	Philippines.
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 14	Recruiter Defendants were ready for Plaintiffs and other Class Members to fly to
15	the United States.
16 17	5. <u>Trafficking Step 5: Recruiter Defendants Announce</u> <u>Previously Undisclosed Second Recruitment Fee (Three</u> <u>Martha of Salars to be Formed in United States) and Fee for</u>
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 22	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
24	second and much larger recruitment fee, as well as the cost of their airfare to the
25	
26	United States.
27	a. Recruiter Defendants explained, orally and through documents
28	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.	
2	e. According to Recruiter Defendants' records, Plaintiffs and	
3	other Class Members were required to pay from \$6,300 to \$12,000 to cover the 20	
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5	percent fee du0292(o)-0.960319( )-6539 0 8 q 8.33333 0 0 8.33333 0 0 cm BT /R9 1	2.96 11 0.998
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	Complaint	 
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1	Defendents told them they could not leave the housing. Upon information and			
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 4	order to isolate them from the broader Filipino community and thus enhance their			
5	ability to control members of the EBRPSS Teacher Subclass.			
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	assistence in obtaining alternate housing that would be also at the school where he			
9	assistance in obtaining alternate housing that would be closer to the school where he			
10	was teaching. Principal Brock informed him that she could not help him find			
11	alternative housing because it would upset and anger Defendant Lourdes Navarro.			
12	Mr. Pajuelas informed some of the other Louisiana Teacher Class Members of this			
13	acruent and these individuals reasonably understood that if they tried to be the			
14	conversation, and those individuals reasonably understood that if they tried to leave			
15	the housing Lourdes Navarro had selected, they would face possible punishment by			
16	Lourdes Navarro.			
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				
20	guarantee that the job will last for the full three years.			
21	154. Upon information and belief, Recruiter Defendants, Legal Facilitator			
22	Defendants, Employer Defendants, and the non-defend			
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Complaint

1	handle obtaining and renewing H1-B visas for Plaintiffs and other Class Memblarso4
2	handle obtaining and renewing III-D visas for Franchiss and other Class Welliousor
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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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	46 Complaint
	Complaint

1 Members by, *n* , threatening to sue, and suing, Class Members who voiced 2 criticisms about Recruiter Defendants' trafficking scheme:

3 4

In 2008, individuals voiced complaints about Defendants on a a. blog named "Pinoy Teachers Hub." In retaliation against the bloggers, Defendant 5 6 Lourdes Navarro and Defendant Universal sued teachers whom they believed 7 authored the blog, including Ingrid Cruz and Janet Añober. Cruz and Añober are 8 members of the EBRPSS Teacher Subclass. The California Court of Appeals 9 dismissed the claims against Cruz in z, No. B216885 (Cal. Ct. App., 10 11 June 2, 2010), pursuant to California's anti-SLAPP law. The anti-SLAPP law is 12 designed to quickly dispose of baseless litigation filed to dissuade or punish 13 exercise of the constitutional rights of free speech and petition for the redress of 14 grievances. 15

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 21 "punished" like the teachers in Baton Rouge; Pascual and others understood 22 Lourdes Navarro to mean that she would sue them as she had sued Cruz and 23 Añober. 24

Upon information and belief, Recruiter Defendants and Legal c. 25 26 Facilitator Defendants lacked any legal or factual basis for the lawsuits related to 27 the Pinoy Teachers Hub blog and filed these lawsuits in an effort to intimidate 28 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 Clas	S
2	Members.	
3	172. Upon information and belief, Legal Facilitator Defendants were awar	9
5	of numerous conflicts between Plaintiffs and other Class Members on the one hand	,
6	and the Recruiter Defendants, Employer Defendants and non-defendant Louisian	a
7	School Districts on the other.	
8	173. Upon information and belief, Legal Facilitator Defendants neve	r
9 10	sought nor obtained a waiver of conflicts of interest from any Plaintiff or othe	r
11	Class Member.	
12	D. <b>Factual Allegations That Employer Defendants were Beneficiarie</b>	2
13	of the Illegal Trafficking Scheme	2
14	174. Employer Defendants participated in a common venture with	ו
15	Recruiter Defendants and Legal Facilitator Defendants to recruit teachers from the	e
16 17	Philippines and transport them to the United States. In furtherance of this venture	2
17 18	Ee of thdd0.25-0.1809()-56.1420.519 0 Td [.)-n(f)-10.250(t)-0.312557(68)-83.973	5(L)-0v79(n(f)
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	Complaint	+

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. 6 7 E. Factual Allegations That Employer Defendants Facilitated the Illegal Trafficking Scheme, or Alternatively Knew or Reasonably 8 Should Have Known of the Illegal Trafficking Scheme 9 Employer Defendants had express knowledge of the fees that 176. 10 11 Recruiter Defendants imposed, and the crippling financial harm this caused 12 Plaintiffs and other Class Members: 13 Employer Defendants did not pay Recruiter Defendants or a.

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

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

c. Employer Defendants were aware of the costs of filing an H1B visa. They learned of these fees by, *n*, reviewing the H-1B documents
they signed, which disclosed some of the fees, and by reviewing written materials
sent to them by Recruiter Defendants, which explained the costs of filing for an H1B visa petition;

1	d. Employer Defendants were also aware of the various
2	recruitment fees and related fees charged by Recruiter Defendants through their
3	trafficking scheme. Upon information and belief, Employer Defendants were told
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5	of the exorbitant fees in or before November 2007, again in April 2008, and many
6	times thereafter.
7	177. Employer Defendants were aware by no later than May 2008 that the
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	Complaint

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

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

Manila, Philippines, Defendant Villarba informed Plaintiff Cruz that she would

need to pay \$3,920 for her visa. Villarba failed to inform Cruz that part of this fee

was the obligation of her petitioner, Defendant EBRPSS. Cruz reasonably relied on

this omission, and paid the entire fee to Defendant PARS.

On or about July 16, 2007, at the PARS office in Quezon City,

On or about March 28, 2008, at the Waterfront Hotel in Cebu City,

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Philippines, Defendant Lourdes Navarro informed Plaintiff Escuadra that she would need to pay \$3,920 for her visa. Lourdes Navarro failed to inform Escuadra that part of this fee was the obligation of her petitioner, Defendant EBRPSS. Escuadra reasonably relied on this omission, and paid the entire fee to Defendant PARS.

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

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Complaint

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		
4	did not perform the labor, he or she would suffer serious harm.	
5	207. As set forth ¶¶ 165–173, , Legal Facilitator Defendants	
6	knowingly provided the labor of Plaintiffs and otheeer 220.991440 3132 2127 .333	3 0.998072 0 0
7	207. As set forth ¶¶ 165–173,	
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	Complaint

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).
3	219. Recruiter Defendants and Legal Facilitator Defendants knowingly
4	
5	benefited financially from participation in a venture which they knew or should
6	have known was engaged in the acts set forth in $\P\P 217-218$ ,
7	G. <u>Alternatively, Trafficking with Respect to Peonage, Slavery,</u>
8 9	<u>Involuntary Servitude, or Forced Labor by violating 18 U.S.C.</u> §§ 1589 (2003), 1592 (2003), and 1594(a) (2003 (18 U.S.C. § 1590 (2003))
10	220. Alternatively, in violation of 18 U.S.C. § 1590 (2003), and in addition
11	
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	
18	Class Members' passports and other immigration documents in the course of, or
19	with the intent to violate 18 U.S.C. §§ 1589 (2003) and 1590 (2003), in violation of
20	18 U.S.C. § 1592(a) (2003); and
21	b. Attempting to violate 18 USC $88.1580$ (2003) and 1500
22	b. Attempting to violate 18 U.S.C. §§ 1589 (2003) and 1590
23	(2003), in violation of 18 U.S.C. § 1594(a) (2003).
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	
27	Defendants knowingly recruited, transported, harbored and/or obtained Plaintiffs
28	and other Class Members for labor or services in furtherance of Recruiter
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1	Disintiffs and other EDDDCC Subsiss Members are likewise "nersons" with			
1	Plaintiffs and other EBRPSS Subclass Members are likewise "persons" with			
2 3	standing to sue within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).			
3 4	227. Each Recruiter Defendant is a "RICO person" within the meaning of			
5	18 U.S.C-0.960319(i)-0.93Td [797.			
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	Complaint			

Employer Defendants and the non-Defendant Louisiana School Districts.

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

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

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

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

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
20 following predicate acts of racketeering activity under 18 U.S.C. § 1961(1):

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

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

c. Unlawful document-related practices in furtherance of
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;

Complaint

1       committing and/or conspiring to commit multiple predicate acts of docur         2       servitude in violation of 18 U.S.C. § 1592, and as set forth in the First Claim         3       Relief, ¶ 212-213,         5       Mail and Wire Fraud: 18 U.S.C. § 1341 and 1343         6       240. As set forth in the preceding paragraphs, Recruiter Defend         7       conducted or participated in the affairs of the RICO Enterprise through a patter         9       omitting and concealing, and/or conspiring to omit or conceal material information         10       about the extent of recruitment fees as part of a scheme to defraud Plaintiffs         11       other         12       Image: Second Seco	a for lants m of
<ul> <li>servitude in violation of 18 U.S.C. § 1392, and as set forth in the Prist Claim</li> <li>Relief, ¶ 212–213,</li> <li>Mail and Wire Fraud: 18 U.S.C. § 1341 and 1343</li> <li>240. As set forth in the preceding paragraphs, Recruiter Defend</li> <li>conducted or participated in the affairs of the RICO Enterprise through a patter</li> <li>omitting and concealing, and/or conspiring to omit or conceal material informa</li> <li>about the extent of recruitment fees as part of a scheme to defraud Plaintiffs</li> <li>other Ian I</li> <li>Deas852ddee</li> </ul>	ants n of
<ul> <li>Relief, ¶¶ 212–213,</li> <li>Mail and Wire Fraud: 18 U.S.C. §§ 1341 and 1343</li> <li>240. As set forth in the preceding paragraphs, Recruiter Defend</li> <li>conducted or participated in the affairs of the RICO Enterprise through a patter</li> <li>omitting and concealing, and/or conspiring to omit or conceal material informa</li> <li>about the extent of recruitment fees as part of a scheme to defraud Plaintiffs</li> <li>other Ian I</li> <li>Deas852ddee</li> </ul>	n of
4       5       Mail and Wire Fraud: 18 U.S.C. §§ 1341 and 1343         6       240. As set forth in the preceding paragraphs, Recruiter Defend         7       conducted or participated in the affairs of the RICO Enterprise through a patter         9       omitting and concealing, and/or conspiring to omit or conceal material information         10       about the extent of recruitment fees as part of a scheme to defraud Plaintiffs         11       other       In         12       13         13       14         15       16         16       17	n of
<ul> <li>240. As set forth in the preceding paragraphs, Recruiter Defend</li> <li>conducted or participated in the affairs of the RICO Enterprise through a patter</li> <li>omitting and concealing, and/or conspiring to omit or conceal material informa</li> <li>about the extent of recruitment fees as part of a scheme to defraud Plaintiffs</li> <li>other Ian I</li> <li>Deas852ddee</li> </ul>	n of
<ul> <li>conducted or participated in the affairs of the RICO Enterprise through a patter</li> <li>omitting and concealing, and/or conspiring to omit or conceal material information</li> <li>about the extent of recruitment fees as part of a scheme to defraud Plaintiffs</li> <li>other Ian I</li> <li>Deas852ddee</li> </ul>	n of
<ul> <li>conducted or participated in the affairs of the RICO Enterprise through a patter</li> <li>omitting and concealing, and/or conspiring to omit or conceal material information</li> <li>about the extent of recruitment fees as part of a scheme to defraud Plaintiffs</li> <li>other Ian I</li> <li>Deas852ddee</li> </ul>	
<ul> <li>omitting and concealing, and/or conspiring to omit or conceal material information</li> <li>about the extent of recruitment fees as part of a scheme to defraud Plaintiffs</li> <li>other Ian I</li> <li>Deas852ddee</li> <li>Deas852ddee</li> <li>Deas852ddee</li> </ul>	tion
10       other       Ian       I       Deas852ddee         12       13       14       15       16         17       1       1       1       1	
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PARS Contract, Universal Philippine Contract, and Universal California Contract.
244. Plaintiffs and other Class Members feared financial harm to
themselves and their families and feared deportation if they did not pay the fees
required under the illegal PARS Contract, Universal Philippine Contract, and
Universal California Contract.
245. Recruiter Defendan Td [R)-0.9 22.8438 0 Td ()Tj /R9ct.
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Complaint

injuries to Plaintiffs and other Class Members: Plaintiffs and other Class Members have, n, all been subjected to exorbitant and illegal fees; and have been forced to take on debt at usurious interest rates as a result of RICO Defendants' unlawful conduct.

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

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252. As set forth in the preceding paragraphs, RICO Defendants, through
10
10 the RICO Enterprise, directed their racketeering activities at similar victims:
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11 Filipino teachers recruited by Recruiter Defendants to work as teachers in Louisiana
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RICO Defendants' acts have similar methods of commission, such as
 common recruitment tactics, relatively consistent practices with respect to
 collecting payments from Plaintiffs and other Class Members, and use of similar
 employment practices and policies with respect to Plaintiffs and other Class
 Members.

## D. <u>Injury</u>

254. As a direct and proximate result of Recruiter Defendants' and Legal Facilitator Defendants' willful, knowing, and intentional acts discussed in this section, Plaintiffs and other Class Members have suffered injuries to their property and/or business: Plaintiffs and other Class Members have, n, all been subjected to exorbitant and illegal fees; and have been forced to take on debt at usurious interest rates as a result of Recruiter Defendants' and Legal Facilitator Defendants' unlawful conduct. Additionally, as a direct and proximate result of all

Complaint

1	RICO Defendants'	willful,	knowing,	and	intentional	acts	discussed	in	this	section,
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misrepresented the amount of pay that certain Plaintiffs and other Class Members would receive for the teaching jobs for which they were recruited.

262. Upon information and belief, Recruiter Defendants willfully 4 misrepresented that Plaintiffs and other Class Members would be guaranteed jobs in 5 6 the United States. 7 263. Recruiter Defendants violated Cal. Civ. Code § 1812.508(a) by 8 willfully making, or causing to be made, false, misleading, and deceptive 9 representations concerning the services that the agencies would provide to Plaintiffs 10 11 and other Class Members as they sought jobs. 12 264. Pursuant to Cal. Civ. Code §§ 1812.523(c) and (d), the Court should

13 (a) declare that all contracts between Plaintiffs and other Class Members on the one 14 hand and Universal and/or PARS on the other are null and void; (b) require that the 15 16 Recruiter Defendants refund all sums paid pursuant to those contracts; (c) award 17 treble and punitive damages; and (d) award attorney's fees and costs.

## FOURTH CLAIM FOR RELIEF UNFAIR BUSINESS PRACTICES Cal. Business and Professional Code § 17200, L п С ŕn n С Plaintiffs re-allege and incorporate by reference each and every 265. allegation contained in the preceding paragraphs as if fully set for herein.

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

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

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Complaint

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							
5	undue influence and coercion, including, $n$ :						
6	a. The contracts were presented to Plaintiffs and other Class						
7	Members without prior notice;						
8 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							
15	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 19	First Recruitment Fee, described in ¶¶ 102–110, , which they had incurred						
20	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							
25	coercion.						
26	286. Defendant Universal and Defendant PARS were unjustly enriched at						
27 28	the expense of Plaintiffs and other Class Members' when Defendant Universal and						
20	Defendant PARS collected invalid fees on their contracts with Plaintiffs and other 82						
	Complaint						

1	Class Members.
2	287. Defendant Universal continues to attempt to collect invalid fees on its
3	contracts with Class Members.
4	contracts with Class Memoers.
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	290. Plaintiffs and other Class Members are entitled to permanent
14 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 VOIDING PARS AND UNIVERSAL CONTRACTS
19	BECAUSE CONTRACTS ARE ILLEGAL
20	L n c f n n A n f n n n
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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 requitment of Dhilinning workers for oversees employment of described
27	regulating recruitment of Philippine workers for overseas employment, as described
28	in ¶¶ 78–82,
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1	PARS	S or the	contract e	ntered into with Universal. These fees include:	
2			a. Tł	e First Recruitment Fee, described in ¶¶ 102-110,	
3					,
4	and				
5			b. Co	ost of one-way airfare to the United States.	
6		303.	Collectio	n of both the First Recruitment Fee and the cost of airfarew-	430005(6(f)-1
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1	318. Legal Facilitator Defendants' conduct was willful and malicious. As							
2	detailed in ¶317, , Legal Facilitator Defendants' participation in the							
3								
4	trafficking scheme was willful and done in conscious disregard of the legal rights of							
5	Plaintiffs and other Class Members, and was intended to cause injury to Plaintiffs							
6	and other Class Members.							
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							
13	THE WILLIAM WILBERFORCE TRAFFICKING VICTIMS PROTECTION							
14	$\begin{array}{c c} \text{REAUTHORIZATION ACT OF 2008 (18 U.S.C. § 1595)} \\ B & c & c \end{array}$							
15	ng y 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 19	set forth herein.							
20	A. <u>Authority for a Civil Action</u>							
20	322. Plaintiffs and other Class Members are victims of the following							
22								
23	violations of Title 18, Chapter 77 of the United States Code: 18 U.S.C. §§ 1589,							
24	1590, 1592, and 1594(a) and (b), as set forth in the First Claim for Relief.							
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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1	C.	<u>Trafficking with Respect to Pe</u> <u>Servitude, or Forced Labor (1</u> )		
2	329.		, Employer Defendants knowingly	7
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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. <u>Damages</u>
4	337. As a proximate result of the conduct of Employer Defendants,
5	
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 State Common Law
14	B c c f n n B
15	339. Plaintiffs re-allege and incorporate by reference each and every
16	allegation contained in the preceding paragraphs as if fully set forth herein.
17 18	340. Defendant EBRPSS hired Recruiter Defendants to recruit teachers
19	
20	from the Philippines.
21	341. During the relevant time period, Defendant EBRPSS required that any
22	job applicant from the Philippines who wished to apply to work for EBRPSS must
23	do so by utilizing the services of Recruiter Defendants.
24	342. Defendant EBRPSS knew or had reason to believe that Recruiter
25	Defendants, and particularly Defendant Lourdes Navarro and Defendant Universal,
26	
27	were unfit for the tasks for which they were hired.
28	343. Alternatively, Defendant EBRPSS had a reasonable duty of care to
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Complaint

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 8	f. Compensatory damages;
8 9	g. Punitive damages;
10	h. Treble damages as authorized by RICO, 18 U.S.C. § 1964(c) and Cal.
11	Civ. Code § 1812.523(d);
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	j. Zuite the second second just and appropriate
15	
16	Respectfully submitted this 5th day of August, 2010
17 18	
10	/s/ Lawrence Rosenzweig
20	Lawrence Rosenzweig LAWRENCE ROSENZWEIG, PC
21	2730 Wilshire Boulevard, Suite 425 Santa Monica, California 90403
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