SOUTHERN DISTRICT OF MISSISSIPPI
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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

VARGHESE KURISINKAL DEVASSY, GEORGE CHACKO EDAVAZHICKAL, PRASAD KUNJU KUNJU, AMPATTU VARUGHESE MATHEW, ANTONY SAJAN OOTTUPARAMBIL MICHAEL, SIVAN RAGHAVAN, VIJAYANAIR SANKARAPILLAI, ANIL SCARIA, MANDEEP SINGH, JOHN MALAKARAN THOMAS, SAJU CHRISTY VALLARIAN, ISAAC WILSON VAZHIKUDILIL, BENNY YOHANNAN,

Plaintiffs,

v.

SIGNAL INTERNATIONAL, LLC, SIGNAL INTERNATIONAL, INC., MALVERN C. BURNETT, LAW OFFICES OF MALVERN C. BURNETT, A.P.C., GULF COAST IMMIGRATION LAW CENTER, LLC, INDO-AMERISOFT LLC, KURELLA SADA SIVA RAO, MICHAEL POL, GLOBAL RESOURCES, INC., SACHIN DEWAN, and DEWAN CONSULTANTS PVT. LTD. (aka MEDTECH CONSULTANTS),

Defendants.

Case No.: 1:13cv327HSO-RHW

COMPLAINT AND JURY DEMAND

1. This is a human trafficking case brought by workers from India who were trafficked into the State of Mississippi. Defendants collectively engaged in a scheme to defraud Plaintiffs out of tens of thousands of dollars and, in the wake of a devastating hurricane in the Gulf Coast region, unlawfully turned them into an exploitable source of cheap labor. The

Defendants worked together to defraud each of the Plaintiffs, falsely promised them that they would receive permanent residence in the United States, trafficked them into the United States, forced them to live in squalid and unsanitary conditions that damaged their health and psychological well-being, discriminated against them on the basis of their race, ethnicity, religion, and alienage, and threatened them with financial ruin and adverse immigration action if they balked or complained.

2. Plaintiffs Varghese Kurisinkal Devassy, George Chacko Edavazhickal, Prasad Kunju Kunju, Ampattu Varughese Mathew, Antony Sajan Oottuparambil Michael, Sivan Raghavan, Vijayanair Sankarapillai, Anil Scaria, Mandeep Singh, John Malakaran Thomas, Saju Christy Vallarian, Isaac Wilson Vazhikudilil, and Benny Yohannan, each a former employee at a Pascagoula, Mississippi facility operated by Signal International, LLC and Signal International, Inc. (collectively "Signal"), bring this action to recover for the unlawful and fraudulent behavior by Defendants Signal, Malvern C. Burnett, the Law Offices of Malvern C. Burnett, Gulf Coast Immigration Law Center, LLC, Sachin Dewan, Dewan Consultants Pvt. Ltd., Kurella Rao, Indo-Amerisoft LLC, Michael Pol, and Global Resources Inc.

3. Plaintiffs are skilled workers and Indian nationals who responded to advertisements in local newspapers in India and the United Arab Emirates promising employment and permanent residence in the United States. The advertisements invited welders, pipefitters, and other skilled workers to attend seminars run by Defendants Sachin Dewan and Dewan Consultants in late 2003 and early 2004 to learn about this seemingly once-in-a-lifetime opportunity. Hundreds of workers responded, including Plaintiffs.

4. At the seminars, Plaintiffs heard directly from Sachin Dewan, Kurella Rao, and Malvern Burnett that, for the price of between five and six lakh rupees[1] (between $11,000 and $14,000 in 2004 U.S. dollars), they would be transported to the United States, given high-paying jobs in their field, and permitted to live permanently in the United States with their families. All this would take only 18 months to accomplish. Although the cost was extraordinarily high for working-class Indians, Defendants promised them that they would quickly recoup these costs with steady, lucrative jobs in the United States.

5. Skilled workers such as Plaintiffs often struggled to find work in India. Many of them had traveled around the world—to Dubai, Qatar, South Africa, Nigeria, and other countries—for paying jobs, so they were accustomed to offers for work overseas. Defendants' offer, however, was too good to refuse because it included permanent residence in the United States. So each of the Plaintiffs signed an agreement written in English with Defendants, although Plaintiffs—mostly Malayalam speakers—generally could not read or understand the agreement. Plaintiffs then raised the money to pay for the opportunity by depleting their savings, selling any property they had, and borrowing money from family members, or even worse, from moneylenders (often referred to as "bladesmen" in India) at usurious rates.

6. Months and years passed without Defendants fulfilling their promises. When pushed, Defendants blamed their inability to deliver the promised green cards on red tape at the U.S. Department of Labor or the devastation caused by Hurricane Katrina. Nevertheless, they advised Plaintiffs to be patient. Plaintiffs, whose entire life savings and those of their families were invested in this opportunity, were powerless to do anything but wait. As the months

[1] A lakh is an Indian term meaning 100,000, so five lakh rupees means 500,000 rupees.

passed, Plaintiffs' financial woes increased, and they became entirely reliant on Defendants to deliver on their promises.

7. In mid-2006, many of the Plaintiffs saw a new round of advertisements from Defendant Dewan Consultants in the local newspapers for welders and pipefitters to fill temporary jobs in the United States, again with the promise of green cards for those who took them. The jobs were at Defendant Signal International's facilities in Pascagoula, Mississippi and Orange, Texas, where Signal worked to repair the shipping wreckage from Hurricane Katrina. Desperate to pay down their debts, Plaintiffs insisted that they be given some of these jobs. Dewan agreed, for an additional fee, of course. Dewan assured them that accepting these temporary jobs would not jeopardize their green cards, which they would receive while working for Signal.

8. Dewan and his associates carefully instructed Plaintiffs how to answer questions asked by U.S. consular officials, never revealing the amount of money paid to Defendants or the promise of a green card. Once the visas were approved, Dewan made them sign additional documents in English without adequate time to read them, forced them to make their last payments, and confiscated any documentary evidence of their transactions with Dewan. Only then did Dewan give them back their passports and plane tickets and send them on their way.

9. Plaintiffs traveled to the United States in late 2006 and were horrified by what they saw when they reached Signal's facilities in Pascagoula, Mississippi. Their living conditions were deplorable. Signal forced them into overcrowded trailers in a fenced-in property with armed guards preventing visitors and carefully monitoring the Indian workers, including Plaintiffs. Signal workers referred to the camp as "the Reservation." Signal served them rotting food that was often inedible and made them sick. And to add insult to injury, Signal charged

them each $35 per day, or as much as $1050 per month, for this room and board. Plaintiffs were not permitted to opt out of the room and board provided by Signal; it was deducted from their pay even if they lived or ate elsewhere.

10. The work conditions were no better. Signal supervisors verbally abused Plaintiffs and derided them for their race and alienage. They forced Plaintiffs to perform dangerous jobs with inadequate safety equipment, knowing that Plaintiffs had no choice but to obey their commands. All of this was reserved solely for Signal's Indian workers. Its non-Indian workers could live and eat where they pleased, were not forced to pay for room and board, and performed relatively easier and safer tasks at work. Signal could not even provide the Plaintiffs with steady work, although it continued to charge them $35 a day even if they did not work, so Plaintiffs were unable to pay down their debts as they were promised.

11. Signal threatened anyone who complained about these conditions with reduced pay, suspension, dismissal, or deportation. They threatened that if any individual worker challenged Signal, then *all* of them would be deported back to India with no hopes of ever paying off their debts. In March 2007, just months after Plaintiffs arrived, Signal decided to make a show of force by rounding up several of the workers who complained, detaining them, firing them, and deporting them. One of the detained workers was so desperate not to return to India with his crushing debt that he attempted suicide by slashing his wrists.

12. After Signal's crackdown on Indian workers who complained, many of the workers began to escape from Signal's facility, slowly smuggling out their few belongings and then slipping away. Others remained at Signal as long as they could to pay down their debts, but the repair work from Hurricane Katrina eventually abated, and Signal let the rest of them go.

13. Despite the vast debts accumulated by Plaintiffs, Defendants' promises proved illusory. In fact, despite years of promises, none of the Defendants ever applied for, or intended to apply for, any green cards on behalf of any of the Plaintiffs. Indeed, unbeknownst to Plaintiffs, Signal certified to the U.S. Government in the H-2B visa applications that the workers, including Plaintiffs, were needed solely for temporary work.

14. Plaintiffs, however, have continued to live with the consequences of Defendants' fraudulent promises. Since leaving Signal, many of them have struggled to feed themselves and their families, let alone pay down their debts. They have suffered through bouts of unemployment. Some of them have been imprisoned for being in the United States without proper visas. None of them has recovered financially from the false promises made by Defendants or their scheme to traffic vulnerable workers into the United States and exploit them for cheap labor.

JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 (federal question jurisdiction), 18 U.S.C. § 1595(a) (civil trafficking), 28 U.S.C. § 1343 (civil rights), and 28 U.S.C. § 1367 (pendent state law claims).

16. This Court has personal jurisdiction over Signal pursuant to Fed. R. Civ. P. 4(k) and Miss. Code § 13-3-57, since Signal maintains a continuing business presence in the state, including but not limited to two shipyards in Pascagoula, Mississippi, where the Plaintiffs worked and most of the wrongful conduct alleged herein occurred. This Court also has personal jurisdiction under Fed. R. Civ. P. 4(k) and Miss. Code § 13-3-57 over Pol, a resident of Mississippi; Global Resources, Inc., which is incorporated under the laws of Mississippi; Burnett, who is registered to vote and practices law in Mississippi; and the Law Offices of

Malvern C. Burnett and Gulf Coast Immigration Law Center, LLC, which have offices in Ocean Springs, Mississippi and where much of the legal work alleged herein was performed. This Court has personal jurisdiction over Dewan and Dewan Consultants Ltd. under Fed. R. Civ. P. 4(k) and Miss. Code § 13-3-57. Dewan Consultants Ltd. contracted with Pol and Burnett and served as Signal's agent to recruit workers and deliver them for employment in Mississippi. Dewan, both individually and on behalf of Dewan Consultants Ltd., traveled to Pascagoula, Mississippi, in connection with the events described herein. This Court has personal jurisdiction over Kurella Rao and Indo-Amerisoft LLC under Fed. R. Civ. P. 4(k) and Miss. Code § 13-3-57. Rao and Indo-Amerisoft LLC served as Signal's and Dewan Consultants Ltd.'s agents to recruit workers and deliver them for employment in Mississippi.

17. Venue is proper in this district under 28 U.S.C. § 1391 in that much of Defendants' trafficking activity, civil rights violations, fraud, misrepresentations, and breach of contract occurred within this judicial district.

PARTIES

Plaintiffs

18. All Plaintiffs are Indian nationals, of Indian race and ethnicity, and former H-2B guest workers who were recruited from India by Defendants in or about 2003 and worked at Signal's Pascagoula, Mississippi facility after arriving in the United States. Plaintiffs each paid the Defendants the equivalent of between $10,000 and $25,000 in "recruitment fees" based on the false promise that they would receive green cards, steady employment, and high wages. Plaintiffs were each subjected to unlawfully discriminatory, dangerous, and abusive treatment upon their arrival at Signal's facility in Pascagoula, Mississippi.

19. Plaintiff Varghese Kurisinkal Devassy was recruited beginning in or about 2003 and arrived in the United States on or about November 2006. He currently resides in Tioga, North Dakota.

20. Plaintiff George Chacko Edavazhickal was recruited beginning in or about 2003 and arrived in the United States on or about November 2006. He currently resides in Kerala, India.

21. Plaintiff Prasad Kunju Kunju was recruited beginning in or about 2003 and arrived in the United States on or about December 2006. He currently resides in Stafford, Texas.

22. Plaintiff Ampattu Varughese Mathew was recruited beginning in or about 2003 and arrived in the United States on or about November 2006. He currently resides in Missouri City, Texas.

23. Plaintiff Antony Sajan Oottuparambil Michael was recruited beginning in or about 2003 and arrived in the United States on or about December 2006. He currently resides in Morgan City, Louisiana.

24. Plaintiff Sivan Raghavan was recruited beginning in or about 2003 and arrived in the United States on or about November 2006. He currently resides in Baytown, Texas.

25. Plaintiff Vijayanair Sankarapillai was recruited beginning in or about 2003 and arrived in the United States on or about December 2006. He currently resides in Pearland, Texas.

26. Plaintiff Anil Scaria was recruited beginning in or about 2003 and arrived in the United States on or about December 2006. He currently resides in Webster, Texas.

27. Plaintiff Mandeep Singh was recruited beginning in or about 2004 and arrived in the United States on or about January 2007. He currently resides in Gautier, Mississippi.

28. Plaintiff John Malakaran Thomas was recruited beginning in or about 2003 and arrived in the United States on or about December 2006. He currently resides in Meridian, Mississippi.

29. Plaintiff Saju Christy Vallarian was recruited beginning in or about December 2003 and arrived in the United States on or about December 2006. He currently resides in Port Arthur, Texas.

30. Plaintiff Isaac Wilson Vazhikudilil was recruited beginning in or about 2003 and arrived in the United States in or about November 2006. He currently resides in Tioga, North Dakota.

31. Plaintiff Benny Yohannan was recruited beginning in or about 2003 and arrived in the United States in or about December 2006. He currently resides in Sugar Land, Texas.

Defendants

32. Upon information and belief, Defendants Signal International, LLC and Signal International, Inc. (collectively, "Signal," unless a distinction is drawn between them) are corporations organized under the laws of Delaware, with facilities in the Gulf Coast region, including Pascagoula, Mississippi. At all relevant times, Signal International, LLC acted as an agent and/or alter ego of Signal International, Inc., and engaged in all conduct identified herein with the knowledge and consent of Signal International, Inc. Signal provides marine and fabrication services, including offshore drilling rig overhaul, repair, upgrade and conversion.

33. Upon information and belief, Defendant Global Resources, Inc. is a corporation organized under the laws of Mississippi that recruits workers from India for employment in the United States.

34. Upon information and belief, Defendant Michael Pol was, at all relevant times, the President of Global Resources, Inc., and resides in Mississippi. On information and belief,

Pol was at all relevant times the sole corporate officer of Global. Pol and Global Resources, Inc. are alter egos. Global and Pol will be referred to collectively below as "Pol," unless a distinction is drawn between them.

35. Upon information and belief, Defendant Dewan Consultants Pvt. Ltd. (a/k/a Medtech Consultants) is a private limited liability company organized under the laws of India. Dewan Consultants has substantial business contacts with Pascagoula, Mississippi. In 2004, Dewan Consultants contracted with Global and Burnett—through the Gulf Coast Immigration Law Center, LLC—to identify and recruit Indian workers for employment in the United States on permanent residency visas.

36. Upon information and belief, Defendant Sachin Dewan is the Director of Dewan Consultants. Dewan resides in India and has, since at least 2005, had substantial business contacts with Pascagoula, Mississippi, including travel to Pascagoula on behalf of Signal and Dewan Consultants. Dewan Consultants and Dewan will be referred to collectively below as "Dewan," unless a distinction is drawn between them.

37. Upon information and belief, Defendant Malvern C. Burnett is an attorney who is registered to vote in Mississippi and maintains offices in Ocean Springs, Mississippi. Burnett used his Ocean Springs office to perform much of the legal work necessary to bring Plaintiffs and other Indian workers to the United States on H-2B Visas.

38. Upon information and belief, Defendant Law Offices of Malvern C. Burnett, A.P.C. is a professional law corporation organized under the laws of Louisiana that maintains offices in Ocean Springs, Mississippi.

39. Upon information and belief, Defendant Gulf Coast Immigration Law Center, LLC is a limited liability corporation organized under the laws of Louisiana that maintains

offices in Mississippi. Burnett is the registered agent of the Gulf Coast Immigration Law Center. On information and belief, Burnett is the sole member and/or corporate officer of the Gulf Coast Immigration Law Center. Burnett, the Law Offices of Malvern C. Burnett, and the Gulf Coast Immigration Law Center operated as a joint venture and/or alter egos, and will be referred to collectively below as "Burnett," unless a distinction is drawn between them.

40. Upon information and belief, Defendant Kurella Rao is a labor recruiter and the Director of Indo-Amerisoft, LLC. Since at least 2006, Rao has had substantial business contacts with Pascagoula, Mississippi, including travel to Pascagoula on behalf of Signal and Dewan.

41. Upon information and belief, Defendant Indo-Amerisoft, LLC ("Indo-Amerisoft") is a corporation organized under the laws of Louisiana and headquartered in New Orleans, Louisiana. Indo-Amerisoft is engaged in the business of recruiting and providing Indian laborers to United States companies and selling opportunities for United States immigration and employment to such laborers. Since at least 2006, Indo-Amerisoft has had substantial business contacts with Mississippi, including the recruitment of Indian workers for facilities in Mississippi. Rao is personally liable for the conduct of Indo-Amerisoft. Rao had full control and decision-making authority over Indo-Amerisoft such that Indo-Amerisoft and Rao were alter egos of one another. Indo-Amerisoft and Rao will be referred to collectively below as "Rao," unless a distinction is drawn between them.

SUBSTANTIVE ALLEGATIONS

Defendants Promise Plaintiffs Permanent Residency and Employment in the United States

42. Defendant Sachin Dewan and his company, Dewan Consultants Pvt. Ltd., initiated a scheme in or about 2003 to lure Indian welders, pipe-fitters and other skilled laborers into agreements in which Dewan promised green cards, permanent residency in the United

States, and lucrative employment in exchange for the equivalent of tens of thousands of dollars paid upfront by those workers. In advertisements placed in local newspapers and in seminars conducted in India and the United Arab Emirates, Sachin Dewan, Kurella Rao (a Louisiana-based labor recruiter), and Malvern Burnett (a Mississippi- and Louisiana-based attorney) promised hundreds of workers, including Plaintiffs, that they could obtain green cards for themselves and their families within 18 months. The seminars were conducted largely in English and Hindi, with which many of the workers, including Plaintiffs, had little familiarity.

43. In order to take advantage of this opportunity, Plaintiffs would have to pay the equivalent of up to $14,000 in three installments. This was an enormous sum for most Indian workers, approximately 30 times the 2004 per capita income of India. Plaintiffs often struggled to find work to feed their families in India and had to travel around the world to find steady employment. However, Defendants promised them that they would recoup the expense of the opportunity being offered with the high wages they were promised in the United States, and through the long-term employment opportunities that would be available to them and their families as permanent U.S. residents.

44. As a result, Plaintiffs relied on Dewan's, Rao's, and Burnett's promises that they would be quickly compensated by steady and relatively lucrative employment in the United States and agreed to pay the money.

45. Dewan initiated this scheme in collaboration with Rao and his company, Indo-Amerisoft, as well as with Burnett and his companies, the Law Offices of Malvern C. Burnett and the Gulf Coast Immigration Law Center, LLC. Dewan informed Plaintiffs either that Indo-Amerisoft would employ them directly or that it would place them in suitable, high-paying jobs

in the United States, with Burnett providing legal services to facilitate the immigration paperwork.

46. Plaintiffs scraped together the money to pay the first installment to Dewan and Rao. They liquidated their life savings, sold property, and borrowed money from family, friends, and other creditors, sometimes at usurious rates. Defendants also loaded new, unexplained fees onto Plaintiffs, from minor fees (such as $45 "testing fees") to significant additional last-minute travel expenses. This left Plaintiffs heavily in debt, which could only be repaid if Defendants fulfilled their promises and found them steady work in the United States.

47. However, the Defendants did not deliver on their promises. Although they promised that Plaintiffs would be in the United States with green cards within 18 months, Defendants showed little progress by mid-2005. They blamed the delays on red tape at the U.S. Department of Labor, as well as on Hurricane Katrina, which they said damaged Rao's and Burnett's businesses. Plaintiffs could do nothing but wait as their debts compounded. They remained at the mercy of Dewan, Rao, and Burnett, who retained their initial payments.

48. Even in the face of significant delays, Dewan, Rao, and Burnett refused to refund any fees for any reason. When certain Plaintiffs expressed reluctance to continue with the immigration process or pay the next fee installment, Dewan, Pol, and Burnett threatened forfeiture of all money paid to that point.

49. In or about January 2006, Dewan, Rao and Burnett informed most Plaintiffs that their "labor certifications" had been approved by the U.S. Department of Labor, which triggered the second installment payment. Plaintiffs again scraped together the required funds, since they would lose their initial payments if they did not continue to pay Defendants. Even in the face of significant delays, Dewan, Rao, and Burnett refused to refund any fees for any reason. Again,

when certain Plaintiffs expressed reluctance to continue with the immigration process or pay the next fee installment, Dewan, Rao, and Burnett threatened forfeiture of all money paid to that point.

50. Although Plaintiffs were forced to double-down on their investments by paying the second installment, Defendants still made no visible progress toward getting Plaintiffs their promised green cards or employment in the United States. As the months continued to pass, Plaintiffs' debts and their financial woes continued to increase.

Defendants Initiate a New Recruitment Scheme for Temporary Laborers

51. Signal International is a Gulf Coast-based company that specializes in the construction, fabrication, and repair of vessels and marine rigs. The devastation caused by Hurricane Katrina in August 2005 presented both an opportunity and a challenge for Signal. The rebuilding effort offered significant potential for new work fixing damaged oil rigs, ships, and other marine platforms. At the same time, however, because the hurricane also destroyed or damaged thousands of homes along the Gulf Coast, including in Pascagoula, some of Signal's workforce had temporarily left the area.

52. In early 2006, Michael Pol, President of Global Resources, Inc. ("Global"), a recruiting firm that places Indian workers in jobs in the United States, approached Signal with a purported solution to its problem. At a meeting in January or February of 2006, Pol told Signal's Chief Financial Officer Chris Cunningham, its Senior Vice President and General Manager Ronald Schnoor, and its Vice President of Productions for Mississippi Operations Bill Bingle, that he could deliver first-class pipefitters and welders from India at no cost to Signal. Pol informed Signal that he would work with local immigration attorney Malvern Burnett and India-based recruiter Sachin Dewan to bring skilled welders from India. The workers themselves

would pay for all costs and fees associated with the recruitment process, immigration processing, and travel to the United States, and Signal would not reimburse the workers for these fees. Signal would pay the workers between $14 and $18 per hour, depending upon skill level.

53. On April 18, 2006, Signal executed a document entitled "Skilled Worker Recruitment Agreement" (the "Recruitment Agreement") with Global that authorized Global to recruit foreign skilled workers for employment at Signal "under the 'H-2B' temporary program and/or the 'permanent residence' process." Pursuant to the Recruitment Agreement, Global would be responsible for all costs associated with recruitment, transportation, and entry of the foreign workers into the United States and would deliver the workers "at no cost to Signal" to the airport of Signal's choice. The cost incurred by Pol would be deducted directly from the foreign workers' wages and paid to Pol/Global. In short, Defendants paid nothing for this opportunity; the future employees paid everything.

54. On June 19, 2006, Signal executed a power of attorney with Dewan's company, Dewan Consultants, appointing Dewan Consultants as Signal's "representative in India to facilitate the recruitment of skilled workers to the United States of America" for employment at Signal. The power of attorney authorized Dewan Consultants to advertise, conduct seminars and trade tests, and sign any necessary legal documentation on Signal's behalf.

55. Also in mid-2006, Signal entered into an attorney-client relationship with Burnett to advise Signal on immigration issues pertaining to Signal's need for workers. Signal and Burnett later memorialized their engagement in a written retainer agreement. Pursuant to that agreement, Signal would not be responsible for any of Burnett's legal fees. Rather, under the terms of the agreement, Burnett took funds from the "recruitment fees" charged to the workers to pay for the legal services he provided to Signal.

56. Beginning in mid-2006, Signal, both via its own employees and the other defendants, traveled to India in order to recruit workers. In printed advertisements and in-person meetings in India, Defendants promised Plaintiffs that in exchange for "recruitment fees" ranging anywhere from the equivalent of $10,000 to $25,000, Defendants would provide Plaintiffs with jobs at Signal and assist them in applying for and receiving green cards. At least one of the advertisements promised "permanent lifetime settlement in the U.S.A. for self and family."

57. In subsequent recruitment seminars, Defendants told the workers that because the permanent residency process could take up to two years to complete and Signal's need for workers was immediate, Defendants would first assist Plaintiffs in obtaining temporary H-2B work visas while simultaneously applying for green cards. Several Signal employees, including Signal Special Projects Manager John Sanders and Vice-President of Productions for Mississippi Operations William Bingle, traveled to India and attended these sessions. Sanders also oversaw the immigration interviews and served as contact between Signal and consular officials.

58. Hundreds of Indian workers, including Plaintiffs, had already been recruited by Dewan, Burnett, and Rao years earlier, albeit for green cards rather than for temporary work visas. Many of these workers saw the advertisements distributed by Defendants and contacted Dewan Consultants to determine why it was recruiting additional welders and pipefitters for an opportunity in the United States when it had not yet fulfilled its promises to them. Dewan assured them that they could pursue this opportunity as well and travel to the United States on temporary work visas while the Defendants continued to process their green card applications. Dewan assured them that accepting the temporary visas would not affect their green card

process, although he would require them to pay extra to take advantage of the opportunity to work for Signal.

59. Because this would allow Plaintiffs to begin to pay off their overwhelming debts, they agreed to accept this work under temporary visas, based on Defendants' repeated promises of permanent residency. Dewan informed them that they would have to take a skills test administered by Signal and be interviewed by U.S. consular officials. Most of the plaintiffs traveled to Chennai, India, at their own expense for this purpose.

60. Before their interviews at the U.S. consulate, Dewan prepared the Plaintiffs, telling them that they must not reveal how much they had paid for their visas or that they had been promised permanent residency. Dewan told Plaintiffs that if they told the truth about the significant fees they had paid, their visas would be cancelled and the Defendants would keep the money they had already collected. As Pol explained to Signal employee John Sanders in an August 24, 2006 email:

> Mal[vern Burnett], Sachin [Dewan] or I[] needs to be with each and every candidate going into the consulates before their interview [because] [t]hey sometimes say the dumbest things and need to be coached on the proper way to interview .... [T]here are some things that should not be known to the consulate personnel, such as the fact that we are going to process them for a green card. If one of those guys says he is going to the U.S. for immigration and Signal is sponsoring him for permanent residence (green card) ... he is a goner.

61. As a result of this coaching, none of the Plaintiffs revealed the nature of Defendants' scheme to consular officials, who took Plaintiffs' passports and informed them that they would be returned to Dewan after their visas were approved.

62. Once the approvals were completed, Dewan informed the Plaintiffs that they must travel, again at their own expense, to Mumbai, India, before leaving for the United States. They

were told that they should bring the third installment payment, including money for airfare, as well as all paperwork evidencing the agreements with or payments to Defendants. When they arrived in Mumbai, Dewan told them that they must sign various documents in English without adequate time to review the documents, and despite the fact that none of them spoke English fluently and some hardly at all. Dewan refused to tell them what the documents were that they were signing.

63. For example, Dewan had the workers, including Plaintiffs, sign "memoranda of understanding" that, among other things, informed them that "Signal International, LLC has orally promised the Facilitator [Dewan Consultants] ... that ... [Signal] will be willing to file and process their employment base [sic] Green Card." Dewan Consultants also issued form letters to the Plaintiffs once they were selected to travel to Signal, informing them that Signal "shall proceed with your Green Card for United States of America."

64. Dewan also informed them that they must surrender all their documentation to him before he would give them their passports and plane tickets to the United States. If they did not do so, they would lose their passports and all the money that they had invested so far. Plaintiffs did so, then boarded flights to the United States.

65. Plaintiffs would not learn until much later that Defendants' promises regarding green cards for Plaintiffs were illusory. Defendants had not taken, and had no intention at that time of taking, any steps to assist the Plaintiffs in applying for or receiving green cards. To the contrary, Signal (with the knowledge and assistance of the remaining Defendants) represented to the United States Government that it would employ the workers only temporarily, and that the workers would be returned to India "within the ... year." At no point did Defendants take any steps to assist Plaintiffs in applying for or receiving a green card.

66. Plaintiffs, of course, were never told of Signal's representations to the United States Government. The Plaintiffs were unaware that Defendants' promises of employment and permanent residency were false, and they relied on these false promises to their detriment.

Signal Forces Plaintiffs to Live in Crowded and Unsanitary Conditions

67. Each of the Plaintiffs was assigned to work at Signal's fabrication facility in Pascagoula, Mississippi, and to live in a nearby "man camp" built in the fall of 2006 specifically for the Indian workers. Signal employees and management referred to the Pascagoula man camp as "the Reservation." They discussed among themselves, including in written email communication, that housing the workers in a secluded man camp on the outskirts of town was preferable, since it would keep the Indians segregated from the rest of the Pascagoula, Mississippi community.

Squalid Living Conditions

68. When Plaintiffs reached the man camp after their lengthy travel from India, they were disheartened. The men were forced to sleep in squalid trailer-like bunkhouses, with up to 24 men in each bunkhouse. The bunkhouses were so small that they were jammed to capacity with bunk beds, with little room to maneuver between them. The top bunks were so close to the ceiling and the bottom bunks so close to the top bunks that Plaintiffs could barely sit up in their beds.

69. Privacy in the bunkhouses was impossible, and sleep was difficult, due to the noise from such close quarters, oppressive smells, and the comings and goings of workers who worked on different shifts. Some workers reported rats living in their sleeping areas and occasionally scurrying across them as they slept.

70. The men were forced to share only two toilets, so there were often long lines to use the facilities and to get ready for work in the morning. The showers were also dangerous, with unglued electrical conduit joints near the showers, exposing workers to potential electrocution.

71. These conditions fell far short of basic requirements of habitability. For example, the federal Occupational Safety and Health Administration ("OSHA") guidelines state that bunkhouses of similar purpose should have a minimum of 50 square feet of floor space per habitant. Signal's bunkhouses offered less than 18 square feet of floor space per worker. Likewise, OSHA guidelines require bunk beds to be at least 48 inches apart from other beds. Signal's bunk beds were so tightly packed together that workers were essentially sleeping next to each other.

72. Workers told Signal personnel on numerous occasions that they found these conditions to be intolerable. Internal communications among Signal personnel discussed the "overcrowding," acknowledging that the Pascagoula camp was at least "3 bunk-houses" shy of appropriate capacity, and that "more toilet/sink capacity" was needed.

Rotten Food

73. The food provided by Signal was deplorable. Meals were offered exclusively in a mess hall in the man camp, which was only open during limited hours. Workers who showed up a few minutes late for a meal often were denied food altogether. Those who did eat often were served rotten food or food riddled with insects.

74. Plaintiffs also were required to bring food from the mess hall for their lunches at Signal's Pascagoula facility. However, because the workers had to leave for work very early in the morning, their already rotting food would sit and bake in the Mississippi heat for several

hours before they had the opportunity to eat it, by which time it was completely spoiled and inedible.

75. Workers frequently complained to Signal personnel that the food was so bad that they were left hungry. Others complained to Signal that the food was making them physically ill. In an email to other Signal personnel, Signal Senior Vice-President & General Manager Ron Schnoor acknowledged the "bad, stale, molded, and otherwise poor quality food."

Rampant Disease

76. Even apart from the kitchen conditions, the man camp itself was a breeding ground for bacteria and disease. Workers frequently became severely ill.

77. As explained by the Signal's manager of the Pascagoula man camp:

> Our Indians have been dropping with sickness like flies. [They] are getting worried and believe there are unhealthful conditions in the camp. It is true. The reason is because the plumbing was so shoddily done by GE's subcontractors, and water has leaked everywhere and stagnated as a result, which serves as a bacterial breeding ground.

Perpetual and Abusive Oversight

78. Signal instilled in Plaintiffs a climate of fear through perpetual and invasive oversight and surveillance.

79. The Pascagoula man camp was located in an isolated industrial area that was miles removed from other residential communities, shopping facilities, worship houses, and other basic amenities. The man camp was enclosed by fences and accessible only by a single entrance, which was guarded by an armed security guard at all times. When returning "home" from work and entering the camp, Plaintiffs were required to show identification and subject themselves and their belongings to search. Their movements into and out of the camp were logged.

80. Guests were not normally permitted in the man camp. Instead, Plaintiffs were permitted to see visitors only in the parking lot.

81. Because the camp was isolated, Plaintiffs relied upon transportation from Signal to and from work and also to other populated areas. However, Signal would only take them to Wal-Mart or the bank. Even then, Plaintiffs had little privacy, as Signal security would occasionally follow them into Wal-Mart.

82. Although the camp manager, John Sanders, arranged to take some Indian workers to his Pentecostal church, he would not arrange for them to attend the local Catholic Church, although many of the workers were practicing Catholics. When a group of the workers organized transportation to the Catholic Church through the local priest and a congregant, Sanders noted this and began to more closely surveil the group of Catholic workers and its leaders.

83. Signal's private security forces entered the Plaintiffs' bunk area at night. Signal personnel and camp security guards conducted "surprise searches" of the bunkhouses, including searches of workers' personal belongings.

84. Plaintiffs were not told when these searches would be conducted (again, in what was supposed to be Plaintiffs' "home"), nor were they apprised of what it was Signal was looking for.

85. Signal prohibited Plaintiffs from drinking alcohol at the camp. Violation subjected Plaintiffs to fines of $250 and suspension from work. A second offense would result in a $500 fine; a third offense, $750. The prohibition of alcohol was modeled after Signal's policies for conduct in the workplace despite the fact that Plaintiffs were living, not working, in the man camp.

86. Signal employed other methods of forcing the Plaintiffs to endure the abusive conditions. In keeping with its focus on deflecting labor costs, upon Plaintiffs' arrival, Signal required them to set up "direct deposit" bank accounts with a local bank, to which Signal also had access. These accounts gave Signal control over Plaintiffs' ability to leave the facility because Signal could threaten to cut off their access to the accounts at any point. Indeed, this is exactly what happened. In April, 2007, after certain Indian workers fled the Pascagoula camp, they were denied access to their accounts, at the behest of Signal. This had the intended effect of intimidating and coercing the remaining workers, including Plaintiffs, into compliance.

87. Deeply indebted, fearful, isolated, disoriented, and unfamiliar with their rights under United States law, Plaintiffs felt compelled to continue working for Signal, on Signal's onerous terms and in abusive and inhumane conditions.

88. Signal's non-Indian workers were not subjected to any of this intrusive oversight. Signal did not bar its non-Indian workers from having visitors or drinking alcohol in their homes. Nor did Signal confine its non-Indian workers to crowded bunkhouses or subject them to invasive searches of their homes or belongings and near-constant surveillance. Nor did it require non-Indian workers to open bank accounts controlled by Signal at a particular bank.

Signal Charged Plaintiffs Approximately $1050 Each Month to Live in These Conditions

89. For the privilege of living in these deplorable conditions, Signal automatically deducted from Plaintiffs' paychecks $35 dollars per day (approximately $1,050 per month). From this amount, $21 was allocated towards rent and $14 towards food. This amount was deducted from Plaintiffs' paychecks even on days when they did not get paid because Signal could not provide work or sent them home on account of rain.

90. Michael Pol personally received $1.50 per day per Plaintiff from the $14 food cost in pure profit for having referred a caterer, Laxmi Catering, to Signal. When Pol was later terminated by Signal, the $1.50 per Plaintiff per day profit was not remitted to the Plaintiffs but was instead paid to another caterer.

91. Before the $35 per day value was set, Signal's Senior Vice President Ronald Schnoor initially recommended that Signal charge the workers $53.50 per day. Schnoor reached that figure by calculating the amount it would take to amortize over just ten months the entire $7 million cost that Signal incurred building the man camps in Pascagoula, Mississippi, and Orange, Texas. Schnoor dismissed the devastating impact of this exorbitant $1,600 per month fee by cavalierly asserting the Plaintiffs and their fellow workers would all be "happy campers" because Signal's living arrangements and wages were likely to be an improvement over conditions in India.

92. After a short time in the camp, workers (including certain Plaintiffs) began complaining about the poor conditions and asked to live outside the camp in accommodations of their own choosing. Some of the workers came into contact with locals residents who offered to accommodate them in better conditions for a fraction of the cost. However, Signal refused to allow this, claiming that they could not provide transportation to work to those who did not live at the camp. Signal's official response to the complaints was to inform Plaintiffs that if they tried to live outside the camps, Signal would continue to deduct $35 per day from their paychecks. Given their substantial debts, this wage deduction left Plaintiffs with no choice but to remain at the camp. Alternatively, Signal told some workers that it had spent a lot of money to build the camp, so the workers had to live in the camp.

93. One Signal employee, Darrell Snyder, responded to complaints that if he were placed in charge of the man camp, he would not give in to the "misguided notion that some of these Indians can be reasoned with" but would instead "most defiantly [sic] go on a 'rat hunt'" to determine who was causing "dissension" among the workers.

94. Signal did not require any non-Indian workers to pay for Signal's capital expenditures, nor did it require any other workers to pay for living expenses, whether or not they were living in Signal-provided housing.

95. Signal imposed this onerous policy on the Indian workers in order to avoid paying any of its own expenses. By exploiting the Plaintiffs' tenuous financial position, heavy debt load, precarious immigration situation and fear of job loss, Signal knew that they and their coworkers would have no choice but to continue working at the company. Indeed, because of the grip in which Signal held its Indian workers, the Plaintiffs felt compelled to remain at the Pascagoula man camp.

96. By contrast, workers of non-Indian race, ethnicity, or alienage were not required, or even allowed, to live in and/or pay for housing in the Pascagoula man camp.

Signal Forces Plaintiffs to Work in Dangerous and Discriminatory Conditions

97. Signal also forced the Indian laborers to work in hard and unsafe working conditions to which non-Indian workers were not subjected. Signal also forced them to endure regular anti-Indian invective from Signal personnel, along with threats to deport them if they did not do Signal's every bidding.

98. The Indian workers were required to perform the most dangerous work at the Pascagoula facility, often without the benefit of proper safety equipment. For example, Plaintiffs were forced to climb deep into the hulls of the ships, which could be three or four stories down in

very small spaces that were dark, dirty, smoke-filled, and unsafe. Although the hulls often were illuminated by portable lights, supervisors and non-Indian workers would often unplug the lights in order to free up a power outlet, leaving the Indian workers deep inside an unlit ship and forced to make their way to the surface in the dark. By contrast, Signal assigned non-Indian workers to perform welding jobs on the surface of the ships, where the smoke from the welding could more easily dissipate.

99. Signal did not provide the steady work that Plaintiffs had been promised. Some workers were told that they would have to take unpaid vacation for weeks at a time when Signal did not have projects. Signal also frequently canceled work during rainstorms, sending the workers back to the bunkhouses without pay. Even when this happened, Signal consistently required the workers to pay $35 per day for room and board, thereby adding to the workers' debt.

100. Signal also charged Plaintiffs and other Indian workers for the use of tools and basic safety equipment, such as gloves. They later discovered that the prices that Signal charged for these materials was significantly inflated over regular retail prices. Some workers continued to work with worn-out gloves, thereby exposing themselves to injury, because they could not afford to purchase new ones from Signal.

101. Signal at times refused medical assistance to Plaintiffs and other Indian workers who were injured. The workers sometimes hid injuries they sustained on the job from the Signal supervisors, since they feared being fired or sent back to the bunkhouses without pay to recover.

102. Defendants' racial animus and discrimination against Plaintiffs and the other Indian workers took other, equally abusive, forms.

103. Whether on "the Reservation" or at the worksite, Plaintiffs repeatedly heard Signal employees, including supervisors, use offensive and racist language in speaking or

referring to Plaintiffs and the other Indian workers. Management frequently referred to Indian workers by badge number, instead of attempting to pronounce their names.

104. Signal also displayed a shocking lack of respect for Plaintiffs' religious beliefs. Signal knew that many of the workers were highly religious. In particular, Signal knew that certain of its workers were Sikh. Wearing a beard is an article of faith in Sikhism. In the Sikh tradition, a beard demonstrates a love of God and respect for the natural form God bestows on man. Signal nevertheless demanded that Sikh workers shave their beards after arriving at the Pascagoula camp and threatened to deport them if they would not do so. When some Sikhs were forced to shave their beards, they sat on the floor and cried, distraught. Workers of non-Indian race, ethnicity, or alienage and not of the Sikh religion were not subject to similar conditions of employment.

105. Signal also required Plaintiffs to engage in repeated "skills testing" evaluations that non-Indian workers were not required to take, and subjected Plaintiffs to on-the-job discipline, periods without work, and unfavorable job assignments to which workers of non-Indian race, ethnicity, or alienage were not subjected.

106. When workers complained about these unsafe and illegal conditions, Signal demoted them, suspended them without pay, and/or threatened to deport them. Some Indian workers who complained about unsafe conditions were suspended for three days for "safety violations." Workers of non-Indian race, ethnicity, or alienage were not treated this way.

107. Defendants' discriminatory treatment of Plaintiffs and other Indian workers was motivated by racial, ethnic, and religious animus, as well as an animus against those of Indian national origin.

Defendants Continued to Mislead the Plaintiffs About the Terms of their Employment

108. On numerous occasions during October, November, and December 2006, Burnett and Signal personnel met with workers who asked about the prospect of receiving green cards. During these meetings, Signal personnel were told by workers that the remaining Defendants and Signal personnel in India had promised that Signal would apply for and help the workers obtain green cards, and that the workers had paid as much as $25,000 for that opportunity.

109. Rather than tell the workers honestly that Signal had not applied for permanent residency on their behalf and had no present intention to do so, Signal continued to deceive the workers into believing that Signal would apply for and help them obtain permanent residency status. Notably, in or about January 2007, Dewan and Burnett traveled to the man camp and, with Signal employee John Sanders present, told Plaintiffs and other Indian workers that Signal would provide each Indian worker, including Plaintiffs, with a green card.

110. Beginning before this meeting and continuing throughout 2007, Signal employees communicated and consulted with each other and with the remaining Defendants concerning what to tell workers, including Plaintiffs, about the status of their visas and green card applications.

111. Signal also did nothing to address the fact that the Plaintiffs' temporary employment at Signal (which Signal itself represented to the U.S. Department of Homeland Security, under penalty of perjury, would be completed "within the ... year") was not economically justifiable in light of the crushing amounts of debt Plaintiffs incurred and the mandatory $35 per day deduction for room and board.

112. Before October 2006, shortly after the first workers (including Plaintiffs) arrived in Pascagoula, Signal personnel learned that each worker had been required to pay well over the equivalent of $10,000 to Pol, Burnett, and Dewan.

113. In internal correspondence and conversation, Signal personnel (including Signal executives) concluded that these "recruitment fees" were excessive and a root cause of dissatisfaction and low morale among the Indian workers. Nevertheless, Signal did nothing to remedy the situation.

114. *First,* although Signal sent a letter to Dewan and Burnett requesting that they refund half of the fees that they had received, Signal did not terminate its relationship with Dewan or Burnett or impose any penalty or withhold any payment when those individuals refused to comply. In fact, Signal did nothing even after Burnett (i) asserted to Signal that Dewan had refunded the workers' money, and (ii) furnished affidavits signed by workers attesting to the "fact" that they never paid any fees, both claims that Signal itself considered plainly false.

115. *Second,* despite believing that the fees being charged were unreasonable and were generating problems, Signal never demanded that Dewan or Burnett cease collecting such fees from new recruits who were still in India. Indeed, Signal continued to hire workers, including certain Plaintiffs, through Dewan and Burnett after it learned of the unreasonable fees that they charged, effectively ratifying the conduct of the remaining Defendants.

116. *Third,* Signal did not itself refund the unreasonable fees charged by the remaining Defendants, nor did Signal offer any assistance to mitigate the cost or modify its contract with the Defendants in which it had been agreed that neither Signal nor Global would shoulder any of the "recruitment fees" for its Indian workers.

In an Attempt to Quell Rising Worker Dissatisfaction, Signal Sends Three Workers Back to India, One of Whom Attempts Suicide

117. By the spring of 2007 (approximately three to four months after workers first arrived), it became increasingly clear that the conditions at the Pascagoula man camp were

intolerable. Workers began to consider ways to convince Signal to improve the conditions and sought outside advice from local churchgoers and attorneys.

118. In late February 2007, when Signal learned that certain workers had contacted a lawyer, Signal threatened to send the most vocal workers back to India. Similarly, Dewan called one vocal worker's wife in India and warned her to tell her husband to stop making trouble at Signal. News of Dewan's call to India spread among the workers and substantially heightened Plaintiffs' fears that Defendants would retaliate, perhaps even with violence, against them and their families if they complained about or tried to leave the discriminatory and degrading conditions.

119. Signal escalated its pressure on the workers. In a meeting with the workers, including Plaintiffs, on March 8, 2007, Signal management told them that Signal would fight back against any "organizing" efforts, and that Signal would not extend any of the workers' H-2B visas if a single worker took legal action against Signal.

120. On that same day, Signal decided to terminate and forcibly send back to India a group of the ostensible "camp leaders" and to do so in a way that would make an example out of them and intimidate the other workers into remaining scared and compliant.

121. Early in the morning of March 9, 2007—when the workers for both the day and night shifts were present at the camp—Signal locked the gate to the Pascagoula man camp, thereby blocking the only exit. At approximately the same time, Signal camp coordinator Darrell Snyder and five security guards swept through the bunkhouses carrying pictures of the men targeted for termination. Because Mr. Snyder and the security guards could not differentiate the appearance of these Indian men, they accosted numerous workers to determine whether they were the individuals shown in the pictures.

122. By 6:00 a.m., Signal had identified several workers, taken them into "custody" in a side room, and told them that they were fired and would be deported. Distraught at what that meant for him and his family, one of the workers slashed his wrists and attempted suicide.

123. By early afternoon, local media, religious advocates, and other individuals had gathered outside the camp gates to express their concern over the attempted suicide and the forced detention of the other men.

124. The incidents of March 9, 2007 caused great fear in each of the Plaintiffs. Not only were they afraid of the worsening tension among the workers, they were scared of what Signal would do to them if they raised concerns about conditions at the camp. Plaintiffs believed, based on Signal's conduct, that protesting their plight would lead to arrest, imprisonment, bodily harm, and deportation back to India.

125. Indeed, by its conduct on March 8 and 9, 2007, Signal intentionally created a climate of fear and intimidation in order to frighten the Plaintiffs and their coworkers into dropping their complaints about the man camp and their treatment at the hands of Defendants.

Signal, Assisted by Burnett and Dewan, Used Fraudulent and Coercive Tactics to Keep Plaintiffs in the Pascagoula Camp

126. Following the March 9, 2007 incident, Signal used additional fraudulent and coercive tactics to keep the workers, including Plaintiffs, under its control.

127. Later that month, Signal Senior Vice President Ron Schnoor addressed the entire Pascagoula man camp about what had happened on March 9. Schnoor used two tactics: fraudulent promises of long-term employment, and threats to send the workers back to India.

128. *First,* Schnoor assured the men that Signal would continue to employ them for the "long term." That assurance was demonstrably false at the time, given that Signal still had not decided whether it would extend any of the workers beyond the initial ten-month visa period, and

given that Signal had already begun to evaluate the Pascagoula workers and had decided to fire and not apply for visa extensions for certain workers.

129. *Second,* Schnoor threatened the men, telling them that if *any one* Indian worker filed a lawsuit against Signal, Signal would refuse to extend *any* of the H-2B visas for *any* of the workers and would therefore send *all* of them back to India. Signal knew full well that this threat would coerce the workers, including Plaintiffs, into staying at the camp, lest they return to India unable to pay their crushing debt.

130. Nevertheless, even given the threats and false promises, by March 2008, more than three-quarters of the Indian workers in the Pascagoula camp had escaped from Signal. Many were terminated; others left of their own accord due to the low pay, abusive treatment, and deplorable living conditions.

Defendants Never Took Any Action to Fulfill Their Promises of Green Cards

131. At no point did Defendants ever apply for, or assist Plaintiffs in applying for, permanent residency, as promised. Moreover, consistent with its never-failing effort to improve its bottom line by transferring as many costs associated with their employment as possible back to Plaintiffs, Signal never refunded any of the tens of thousands of dollars in "recruitment fees" Plaintiffs had paid in exchange for less than one year of low-paid work. None of the Plaintiffs earned enough money at Signal to make the exorbitant and debt-inducing "recruitment fees" even remotely worthwhile. Moreover, Signal never compensated Plaintiffs in any way for the physical, emotional, and psychological degradations inflicted upon them at the Pascagoula camp.

132. In short, Defendants' promises of employment-based green cards were entirely contrived:

a. Defendants never filed or otherwise supported green card applications for Plaintiffs, or took any other steps toward assisting Plaintiffs with securing green cards;

b. Defendants told the U.S. Department of Homeland Security under penalty of perjury that Signal's need for workers was temporary;

c. Signal has stated in court filings that it never intended to provide any workers with green cards, but rather with temporary H-2B visas;

d. Defendants segregated and confined Plaintiffs and other Indian workers to the man camp because Defendants did not want Indian workers mixing with other members of the Pascagoula community; and

e. Internal correspondence among Signal management in May 2006 shows that "[a]ll [Signal is] doing now is bringing the workers in under the H2B program."

133. In line with Signal's original intention as expressed to the United States Government—but not to the Plaintiffs—to employ the workers temporarily, Plaintiffs were all terminated within a year and a half of arriving in Pascagoula, or left to escape the horrid conditions in the Pascagoula man camp.

Malvern Burnett Purported to Act as Attorney to Plaintiffs, But In Reality Was Working Solely on Behalf of Defendants

134. At all relevant times, Burnett had an attorney-client relationship with each Plaintiff and, indeed, each Indian worker employed by Signal, for purposes of immigration issues and each Plaintiffs' work for Signal.

135. Burnett prepared the immigration forms required for Plaintiffs to apply for H-2B status. In completing those forms, Burnett represented to the U.S. Department of Homeland Security, under penalty of perjury, that the Plaintiffs would stay in the United States only temporarily, returning to India "within the coming year." At the same time Burnett was

submitting those forms, he was affirmatively telling the workers, including Plaintiffs, that they would be eligible for permanent residency, and that he would assist them in applying for green cards.

136. Further, Burnett learned that, after they arrived in the United States, the workers, including Plaintiffs, asked Signal personnel when they could expect to receive green cards. After learning this, Burnett did nothing to correct his clients' misimpression.

137. To further his deception, Burnett concealed from Plaintiffs where his true loyalties lay. As noted above, by mid-2006 Burnett had entered into an attorney-client relationship with Signal for the broad purpose of applying for and obtaining lawful status for Indian workers to come to the United States. Later, in 2007, Signal and Burnett entered into a written Retainer Agreement memorializing the arrangement as it had been operating-namely that Burnett would "represent you [Signal] in the matter of H-2B Visa extensions for MS and TX" on immigration matters at zero cost while the fees for his work on behalf of Signal were to be taken from the Indian workers, including Plaintiffs.

138. Burnett never disclosed his attorney-client relationship or payment arrangement with Signal to the Indian workers, including Plaintiffs, much less received their waiver of the conflict of interest it caused.

139. Burnett also entered into an attorney-client relationship with Dewan and Pol, starting no later than mid-2006. Burnett never disclosed this attorney-client relationship with Pol and Dewan to the Indian workers, including Plaintiffs, much less received their approval for it.

140. Burnett also had a "Multilateral Business Agreement" with Dewan and Pol, for the broad purpose of recruiting Indian workers to come to the United States. Burnett never

disclosed this "Multilateral Business Agreement" to the Indian workers, including Plaintiffs, much less received their approval for it.

141. One incident illustrative of the contempt with which Burnett viewed his Indian clients. On December 16, 2006, Burnett sent an email to Dewan and Pol regarding Pravin Kumar N. Patel, a Signal worker and client of Burnett. Patel had stopped payment on a check to Burnett. Burnett told Dewan and Pol to ensure that "the idiot" Patel restore the payment and threatened to have Patel's visa "mysteriously" revoked if Patel did not pay. Later in the email, Burnett referred to all the Indian workers, who were his clients, as '"the idiots" and speculated about whether he should threaten them with "immediate deportation" in order to prevent them from stopping payment on future checks.

142. Burnett also forwarded emails he received from his Indian worker clients to Dewan. Burnett forwarded these attorney-client protected communications without permission from his clients, the workers.

143. Such appalling behavior violates not only the Mississippi Rules of Professional Conduct for attorneys, but basic notions of loyalty, propriety, and honesty.

Defendants' Conduct Violated Congress's Clear Prohibition Against Human Trafficking

144. In 2000, Congress enacted the Victims of Trafficking and Violence Protection Act ("TVPA") to provide enhanced legal protections for victims of human trafficking and to supplement existing forms of relief. Congress specifically included protections for persons forced to work out of fear of serious harm, physical restraint, abuse of the legal process, or threats of the same.

145. According to House Report 106-939, the new statute was "intended to address the increasingly subtle methods of traffickers who place their victims in modern-day slavery, such as

where traffickers threaten harm to third persons, restrain their victims without physical violence or injury, or threaten dire consequences by means other than overt violence." In particular, Congress clarified that the statute covered "a broad array of harms, including both physical and nonphysical," and could apply where the perpetrator "intentionally caus[ed] the victim to believe that her family [would] face harms such as banishment, starvation, or bankruptcy in their home country."

146. In 2003, Congress amended the statute to permit individual victims of trafficking to bring civil claims against their traffickers. Plaintiffs do so here. Plaintiffs also bring claims for violations of the Civil Rights Act of 1866, fraudulent misrepresentation, negligent misrepresentation, and breach of contract.

Plaintiffs Each Relied on the Defendants' Representations

147. Each of the Plaintiffs relied upon Defendants' promises of permanent residency in the United States, steady work, and lucrative wages. They attended seminars led by Sachin Dewan, Kurella Rao, and Malvern Burnett and their associates in which Plaintiffs were promised green cards within about 18 months.

148. Plaintiffs relied on this and other promises. They would not have liquidated their savings, sold assets, incurred substantial debt, forsaken other employment opportunities, or agreed to work for Signal in the absence of such falsehoods. Furthermore, each of the Plaintiffs paid substantially more than the five or six lakh rupees that Defendants told them this opportunity would cost, including fees for skills tests and medical examinations, expenses for travel across India and to the United States, interest costs for borrowed funds, lost work opportunities, additional costs for family members to obtain green cards, added costs for the H-2B visas, and other expenses.

149. Based on their fear of financial ruin without any hope of paying back their debts, Plaintiffs each continued to pay Defendants for the promised opportunities in the United States, even when Defendants repeatedly broke their promises. When they arrived in the United States, each of the Plaintiffs was forced to continue working for Signal under difficult and dangerous conditions. Each of them lived in the bunkhouses described above and suffered the lack of privacy, inedible food, and financial cost that that entailed. Each of them also suffered the discriminatory and dangerous work conditions imposed by Signal, with inflated costs of tools and safety equipment deducted from their pay. Based on their fear of mistreatment and abuse by Signal, their need to repay the substantial debt they had incurred, their fear that Signal would confiscate even more hard-earned wages, and their fear that Defendants would take adverse immigration action against them, the Plaintiffs felt compelled to continue working at Signal.

Varghese Kurisinkal Devassy

150. In or about 2003, while living in Kerala, India, Varghese Kurisinkal Devassy saw an advertisement in a Malayalam newspaper from Dewan Consultants for an opportunity for skilled workers and their families to obtain permanent immigrant visas to the United States.

151. In response to the ad, Devassy attended a seminar conducted largely in Hindi and English led by Sachin Dewan, Kurella Rao, Malvern Burnett and their associates. At the seminar, the speakers described an opportunity to work at a shipyard in the United States and gain permanent residence there for the workers and their families. They explained that the cost was five lakh rupees (the equivalent of approximately $11,000 in January 2004), payable in three installments. They said that the process would take approximately 18 months, with a labor certification to be approved by the U.S. Government within six to nine months.

152. Based on these promises, Devassy agreed to pay the first installment. He was also required to take—and pay for—a practical skills test and a medical examination, both of which he passed.

153. Approximately 18 months after Devassy paid his first installment, Devassy still had not received his labor certification, let alone a green card. When Devassy expressed his concern, Dewan told Devassy that the delay was beyond his control and that he had to wait. In or about June 2005, Dewan informed Devassy that his labor certification had been approved and instructed him to prepare the second installment. When Devassy arrived to obtain his labor certification, he was told that his certification had been misplaced, but that he still must pay at least a portion of the second installment at that time.

154. In or about October 2006, Dewan informed Devassy that he could travel to the United States on a H-2B visa to work for Signal while the green card was being processed. He was told that Signal would pay for his meals and accommodations in the United States. Dewan told Devassy that he would have to travel to Chennai at his own expense to take a practical skills test for Signal, which he again passed.

155. Devassy also was required to pay additional fees to attend an interview at the U.S. consulate in Chennai, India, which took place in or about November 2006. Before his interview, Devassy met with Dewan, who instructed him to falsely answer questions from consular officials about the money he had paid to Dewan and the promises made by Dewan and other Defendants. After the interview, the consular official told Devassy that his passport would be sent to Dewan.

156. Dewan subsequently told Devassy that he would have to travel to Mumbai, where he would pay the third installment and then leave for the United States. Third installment included additional payments to Michael Pol, who Devassy did not know.

157. Once in Mumbai, Devassy and dozens of others met at Dewan's office where they were asked to sign various documents in English, including a document falsely stating that he had not paid any money to Dewan Consultants for the opportunity. Only after Devassy signed the documents and paid the third installment was he given his passport and his plane ticket. In the end, he paid significantly more than the five lakh rupees that Dewan had initially promised, using money from his savings, sales of his wife's jewelry, and loans from his family.

158. Devassy arrived at Signal's labor camp in Pascagoula, Mississippi on or around November 27, 2006. Despite poor and unsanitary living conditions at the camp and dangerous and discriminatory working conditions, Devassy was told that if he tried to leave, he would be deported.

George Chacko Edavazhickal

159. George Chacko Edavazhickal is a structural fitter from the state of Kerala in India. He learned of Defendants' offer to provide green cards and steady employment in or around December 2003 from an advertisement in a local Malayalam newspaper. At a seminar led in English and Hindi by Sachin Dewan, Edavazhickal learned that Indo-Amerisoft was recruiting workers for a shipyard on the American Gulf Coast. The company would pay good wages and would provide housing and food, as well as a green card for permanent residence.

160. For this opportunity, the workers would pay five lakh rupees, with the first installment due immediately. He later learned that a green card for each family member would cost an additional $1500, although if he waited, it would cost $5000 per family member. Edavazhickal agreed to these terms based on Defendants' promises. To pay the fees, Edavazhickal used up his savings and borrowed money from his relatives and a bank. Ultimately, Edavazhickal paid significantly more than the five lakh rupees that Defendants

initially represented, including payments for his wife and two children to receive green cards. In addition, Defendants raised the agreed-upon fees once Edavazhickal had already committed.

161. In or around late 2006, Defendants informed Edavazhickal that he could travel to the United States to work for Signal International on a temporary work visa and that Signal would apply for a green card on his behalf. He traveled to Chennai at his own expense for a skills test and for the interview with consular officials.

162. In or around November 2006, he traveled to Dewan's office in Mumbai at his own expense to collect his stamped passport and his plane ticket to the United States. Dewan required that Edavazhickal pay the final installment before Dewan would return his passport and provide the ticket.

163. When he arrived at the Pascagoula, Mississippi facility, Edavazhickal was appalled by the living conditions. There was no privacy, long lines for the bathrooms and pay phones, and terrible food. Frequently, he could not eat the lunch he brought from the man camp, since it spoiled quickly, and he would have to survive on only a single piece of fruit for the entire day.

164. Signal exposed the Indian workers, including Edavazhickal, to unsafe conditions that the non-Indian workers did not have to endure. For example, Signal did not give Edavazhickal proper safety equipment, such as a safety harness when working off the ground. Numerous times, Edavazhickal and Indian workers were sent into the hull of the ship for repairs with little ventilation or light, while non-Indian workers worked on the surface of the ship. Signal supervisors knew that Edavazhickal and the Indian workers would generally not talk back to them or complain because of the language barrier and because they were desperate to keep their jobs, and the supervisors took advantage of that.

165. Edavazhickal soon arranged for a group of the Indian workers to attend the local Catholic Church. The Catholic workers would speak about their situation at Signal with other congregants, one of whom contacted an attorney at the Southern Poverty Law Center. The attorney then wrote a letter to Signal management on February 26, 2007 demanding that they fulfill their promises to the Indian workers. Signal employee John Sanders believed that Edavazhickal was a leader of the Catholic group that contacted the attorneys, so he kept a close watch on Edavazhickal and warned him not to talk to outsiders.

166. In early March 2007, Signal management detained several workers and threatened to fire and deport them, triggering one of them to attempt suicide. Edavazhickal became concerned about his own safety, since he did not know what Signal management was capable of doing to him. In or about late March, 2007, Edavazhickal returned to the camp and learned that Sanders was looking for him. Because he believed that he would detained and deported, Edavazhickal gathered his belongings and fled.

167. After taking a series of jobs in different states, Edavazhickal returned to India in or about October 2007 to take care of his ailing wife. He has struggled to pay off the debts incurred as a result of Defendants' recruitment scheme, but he has been unable to do so to date.

Prasad Kunju Kunju

168. In or about 2003, Prasad Kunju Kunju saw an advertisement from Dewan Consultants in the United Arab Emirates for an opportunity to work in the United States and to obtain a green card. He attended the seminar described in the advertisement. Relying on the promises made in the advertisement and the seminar, Kunju decided to participate in the program and made his first installment payment.

169. Kunju did not receive either a labor certification or a green card within 18 months, as promised by Defendants. In 2006, Kunju learned that Dewan was advertising for Indian workers to travel to the United States on temporary visas to work with Signal. Because he needed to pay back his debts and because Dewan assured him that it would not affect his green card, Kunju took leave from his job in Dubai and returned to India at his own expense in or around October 2006 in order to pursue this opportunity. He was asked to take a skills test with representatives from Signal. At this test, Kunju was assured by Defendants that they would provide him with both an H-2B visa and a green card.

170. In or around late 2006, Kunju attended an interview at the U.S. consulate in Chennai. Before the interview, Dewan warned Kunju not to tell the consulate how much he had paid during the visa/green card process. He agreed not to do so.

171. In or around December 2006, Kunju made his third installment payment at Dewan's office in Mumbai. Again, Dewan made it clear that participants would not get their passports back unless they had paid the full amount requested. Kunju and the other participants also were forced to turn over all of their documents relating to their previous agreements with Defendants and to sign documents written in English that they did not understand. After Kunju made his final payments and signed the documents, he boarded a flight to the United States on or around December 17, 2006.

172. Kunju was forced to live in the same overcrowded, unsanitary conditions as the other Indian workers at the Pascagoula, Mississippi camp. He was also forced to work deep inside the hulls of ships with little light, no fresh air, and very little ventilation. Kunju and the other Indian workers were also frequently yelled at and threatened with deportation by Signal employees.

173. Nevertheless, Kunju felt compelled to stay with Signal because of his crushing debts. Defendants continued to promise Kunju and the Indian workers that the conditions would improve and that their green cards were being processed. In or around January and February 2008, Rao collected additional fees from Kunju, purportedly to process his green card.

174. In or around the end of December 2008, Kunju was dismissed from Signal, which sent him a letter stating that there was no more work to be done and that his visa was no longer renewable. After leaving Signal, Kunju was unemployed for almost a year because he did not have authorization to work.

175. In order to pursue this "opportunity" for permanent residency in the United States, Kunju was forced to expend significantly more than the five lakh rupees that Defendants had claimed it would cost him. He obtained the money by borrowing from friends, banks and moneylenders. He has foregone other opportunities for employment and endured significant periods of unemployment as a result of Defendants' recruitment schemes.

Ampattu Varughese Mathew

176. In October or November of 2003, Mathew was on leave from work and living at his home in Kerala, India when he read an advertisement placed by Dewan Consultants describing a new immigration rule that would allow fitters and welders to work in, and bring their families to, the United States.

177. Mathew attended the preliminary interview in Cochin and learned that the opportunity was with Indo-Amerisoft, and that it would cost him approximately five lakh rupees, to be paid in three installments. Relying on Dewan's promises, Mathew decided to participate in the opportunity, and he signed various agreements written in English. Mathew also attended, and passed, a welding test that cost him additional money.

178. Mathew obtained the money to pay Defendants by taking out loans from private blademen.

179. There was no progress on the labor certification throughout 2004. In 2005, with no end to the delay in sight, and with Dewan's approval, Mathew took a job in Qatar while he waited for his labor certification to be processed.

180. In or around January 2006, Mathew was informed that his labor certification had been approved, and he subsequently paid the second installment with money borrowed from blademen. Dewan stated that the green card processing would be complete in approximately six months.

181. In or around August 2006, Dewan gave Mathew the option of going to the United States on a temporary H-2B visa while his green card processing was still pending. In order to pay off his debts, Mathew decided to participate and, in or around September 2006, resigned from his job in Qatar. Upon returning to India, Dewan told Mathew that the H-2B visa would require an additional payment. Dewan also informed Mathew that he would have to go to Chennai for an interview at the U.S. consulate.

182. In or around October 2006, before his consulate interview, Mathew attended a meeting with Defendants in which Mathew took, and passed, a skills test given by Signal. Dewan informed Mathew that Signal would now be processing the green card instead of Indo-Amerisoft. Dewan also warned Mathew to not tell the consulate that they had paid any more than 35,000 rupees or that they were recruited by an agent. Mathew passed his consulate interview and was told that Dewan would hold his passport until he made the third installment payment.

183. In or around November 2006, Mathew was informed that his plane tickets to the United States were ready. Mathew first travelled to Dewan's Mumbai office where he made the third installment payment and paid the additional H-2B visa fee. To raise the money necessary for these payments, Mathew sold his family's house. He also was required to sign various documents. Mathew was told that if he took the time to read the documents, he would miss his flight and not be able to go to the United States. Only after signing all of the documents did Dewan return Mathew's passport. Dewan also demanded that Mathew return all of the documents he had retained from the green card/visa process. Mathew arrived in the United States in or about November 2006.

184. At Signal's Mississippi camp, Varghese suffered the same overcrowded, unsanitary conditions as the other Indian workers. The camp itself was fenced in and no visitors were allowed inside the camp. In fact, in or about December 2007, after Mathew underwent an operation for a hernia that he developed while at Signal, Signal prohibited Mathew's brother and church friends from visiting him.

185. Mathew also was forced to work on tasks that were dangerous and unclean. On one occasion, when Mathew voiced his concerns that a task he had been assigned was dangerous, Mathew was insulted by the foreman, who said he could not complete the task because Indians were weak. On other occasions, when refusing to do unsafe work or asking for additional help, Mathew was punished with suspensions or wage reductions.

186. Despite all this, Mathew felt compelled to stay at Signal because he had invested such a large sum of money to participate in this program—well over the originally discussed five lakh rupees. Mathew also did not want to become an illegal immigrant in the United States. Further, Defendants claimed that they were still working to process Mathew's green card, and

collected additional fees from him on more than one occasion after arriving in the United States, purportedly for additional work on his green card.

187. In or around April 2008, Mathew could no longer bear the situation at Signal and fled.

Antony Sajan Oottuparambil Michael

188. In 2003, Michael was working in Cochin as a ship fitter when he saw an advertisement for an opportunity to work in the United States and to obtain a green card with Indo-Amerisoft. Calling the number listed on the advertisement, Dewan informed Michael that this opportunity would cost approximately six lakh rupees over an 18-month period.

189. Relying on the promises made by Defendants in the advertisement and seminar, Michael decided to participate in the program and made his first installment payment. After passing a skills test, Michael was asked to sign documents written in English that he could not read.

190. After not hearing from them for a lengthy period, Michael contacted Defendants, who advised him to prepare his next installment payment. They also advised him to move forward with this opportunity because they would not return his money. Michael made the second installment payment and was again asked to sign paperwork written in English that he did not understand.

191. In 2006, Dewan contacted Michael and informed him about the opportunity to work for Signal in the United States under a H-2B visa. Once in the United States, Michael would receive his green card. Dewan also explained that Michael would have to interview with the U.S. consulate in Chennai in order to participate in this opportunity.

192. On or about November 7, 2006, Michael travelled to Chennai. Before the consulate interview, Dewan warned Michael not to tell the consulate how much he had paid during the visa/green card process. Instead, if asked, he should say that he only paid 35,000 rupees. Following the consulate interview, which Michael passed, the consulate took his passport, which was later sent to Dewan Consultants.

193. On or about November 21, 2006, the Defendants told Michael that his visa had been approved and that he should have his third installment payment ready on the day of his flight. Michael delayed his departure date because he did not yet have enough money for the third installment. As a result, Michael was informed that he would be fined approximately 4,500 rupees for the date change.

194. On or about December 6, 2006, Michael made the final installment payment at Dewan's Mumbai office. The Defendants also required Michael to return documents generated during the recruiting process. Any participants who refused were told that their passports would be destroyed. Michael arrived in the United States on or around December 7, 2006.

195. In order to pursue this "opportunity" for permanent residency in the United States and obtain money for the installment payments, Michael spent his savings, sold his wife's and sisters' gold wedding ornaments, and borrowed money from a bank using his aunt's gold wedding ornaments as collateral.

196. At Signal's Mississippi camp, Michael was forced to live in the same cramped, depressing, and unsanitary conditions as the other Indian workers. Michael also was forced to do dangerous work. Nevertheless, Michael felt compelled to stay at Signal because of his depleted savings and his desire to provide a better life for his family. Additionally, Defendants continued to promise that they were processing Michael's visa extensions and green cards.

197. However, in or around November 2008, Signal informed Michael that there would soon be no more work left and that they would be sending him back to India. Still desperate to obtain the green card he had been promised, on or around December 26, 2008, Michael left the Signal camp soon before he was scheduled to return to India. Since then, Michael has been in and out of work and is currently unemployed. His family is still in India.

Sivan Raghavan

198. In or around December 2003, Raghavan was working as a fabrication foreman in Dubai, United Arab Emirates when he saw an advertisement to obtain a U.S. green card.

199. Raghavan attended a preliminary interview in Dubai, where Dewan explained that workers would have the opportunity to work in the United States and get a green card for themselves and their families. The entire process would cost approximately 45,000 dirhams (approximately $12,250 USD in 2004 exchange rates) and take no more than 18 months. Relying on these promises, Raghavan decided to participate, and he paid a non-refundable entry fee in or around January 2004. To obtain the money for this payment, Raghavan borrowed money from his brother and sister-in-law, who in turn had to borrow the money from a bank and a blade company at significant interest rates.

200. At the meeting, the Defendants informed Raghavan that Indo-Amerisoft would provide the workers with lawful immigration status and positions in the U.S. at a shipyard on the Gulf Coast. They also told him that he would receive his labor certification in six to nine months and a green card in no more than 18 months after that. Dewan also explained that there would be additional costs for family members to participate.

201. In or around February 2005, Dewan informed Raghavan that his labor certification was ready and that his second installment payment was due. However, the green

card did not come through as Dewan had promised. During this time, Raghavan was offered a number of promotions and a new job in India, but on Dewan's advise he turned them down because he was afraid that it would compromise his chances of emigrating to the United States. Additionally, an employer in the United Arab Emirates offered to renew Raghavan's visa if he stayed with the company for three years. However, Dewan explained that the green card process would only take three or four months, so Raghavan should resign his current job. Relying on Dewan's statement, Raghavan quit his job in or around May or June 2006.

202. In mid-2006, Defendants informed Raghavan that they were sending workers to the United States to work for Signal on H-2B visas. Dewan explained that the H-2B visa was temporary, lasting only nine months, but that it would be converted into a permanent green card. To participate, Raghavan would be required to pay an additional fee.

203. Relying on Dewan's promises of a green card, and already heavily invested in Dewan's recruitment scheme, Raghavan had little choice but to do as Dewan said. Raghavan attended an interview and skills test with Signal, which he passed. Defendants also instructed that Raghavan would have to pay a fee to the U.S. consulate and attend an interview there. Dewan instructed him to tell the consulate, if asked, that he had not paid to participate in the program and that he intended to return to India when the visa expired. Following the consulate interview, the consulate took his passport, which was later sent to Dewan.

204. In or around November 2006, Raghavan went to Dewan's office in Mumbai. Upon his arrival, Raghavan was required to take, and pay for, a medical exam. He then went to the Defendants' office and paid the remainder of his outstanding balance, including the third installment, H-2B additional visa fee, and travel costs. To obtain the money for this large payment, Raghavan obtained a bank loan, using his family's home, a separate piece of land, and

his wife's wedding gold as collateral. Only after Raghavan paid, Dewan returned Raghavan's passport. Dewan also asked Raghavan to return all of the documents he had received during the green card process. Raghavan turned over his documents and Dewan immediately threw them away. On or around November 26, 2006, Raghavan flew from Mumbai to the United States.

205. Once in the United States, Raghavan was forced to live in the same overcrowded and unsanitary conditions as the other Indian workers at the Pascagoula, Mississippi camp. During his time at the camp, Raghavan developed rashes from the living conditions and had to go to the hospital twice, at his own expense.

206. Despite the circumstances, Raghavan felt compelled to stay at Signal because he was deep in debt and had risked his family's financial future on this "opportunity." Further, Defendants continued to promise that Raghavan's green card was being processed. Defendants also claimed that they would process Raghavan's visa extension and green card, collecting additional payments from Raghavan while he was in the United States.

207. In or around September 2007, Raghavan finally lost faith in the Defendants' promises and escaped the Pascagoula man camp. In or around October 2008, Raghavan was arrested and jailed for approximately 70 days for working without a visa. After being released from jail, Raghavan was unemployed for 18 months and forced to live at a charitable organization for fourteen of those months.

Vijayanair Sankarapillai

208. In or around December 2003, Sankarapillai was working as a welder in Abu Dhabi, United Arab Emirates when he saw an advertisement for an opportunity for a green card and a permanent job in the United States. In response to the ad, Sankarapillai travelled to Dewan's office in Dubai. Dewan explained that the opportunity was for a permanent job in the

United States and a green card for Sankarapillai and his family. Sachin also stated that this opportunity would cost about 45,000 dirhams (approximately $12,250 USD in 2004).

209. Since Sankarapillai was hesitant about participating in the program, Defendants convinced him to attend a meeting in or around late December 2003 in Abu Dhabi. At this meeting, Defendants stated that they would be able to process Sankarapillai's green card in 18 months.

210. Relying on Defendants' promises, Sankarapillai decided to participate in the program and made the first installment payment in January and February 2004. Sankarapillai obtained the money for the first installment from his savings and from a loan.

211. In or around October 2004, Sankarapillai received a letter from Defendants stating that there were delays with the green card processing, but that the green card would still be processed. Sankarapillai attempted to withdraw from the recruitment program on more than one occasion. The Defendants told him to wait because it was not possible to cancel the process once it had started and that his money would not be refunded.

212. In or around February 2006, Dewan informed Sankarapillai that his labor certification was ready and that it was time to pay the second installment. Sankarapillai refused to pay the second installment until he saw proof that his labor certification had been issued. Defendants explained that the paperwork had been lost because of Hurricane Katrina, but that Sankarapillai should not worry. However, Sankarapillai refused to pay the second installment until he saw the certification.

213. In or about November of 2006, Defendants told Sankarapillai to take a welding test in Chennai. After passing the test, Sankarapillai met with Dewan and was instructed to

attend an interview at the United States Consulate. Sankarapillai was told he would have to pay an additional fee for this interview.

214. In or around November 2006, Sankarapillai attended his consulate interview. Before the interview, Dewan instructed Sankarapillai not to mention the payments he had made to the Defendants. Sankarapillai followed Dewan's instructions. Following the interview, the consular official took his passport and later sent it to Dewan.

215. Dewan informed Sankarapillai that he would only return Sankarapillai's passport once he paid the final fees and expenses. At Sankarapillai's request, Dewan sent him a copy of the visa. This was when Sankarapillai first learned that he would be working for Signal under a H-2B visa rather than a green card. Dewan told Sankarapillai that Signal, and not Indo-Amerisoft, would be processing his green card. Upon seeing the visa, Sankarapillai expressed concern that it expired in nine months. Dewan assured Sankarapillai that he would have a permanent job and a green card.

216. Without his passport, Sankarapillai would be unable to return to his job in Abu Dhabi. Further, Sankarapillai had already paid a significant amount of money. Thus, Sankarapillai felt compelled to continue the process with the Defendants. On or around December 2006, Sankarapillai went to Dewan's office in Mumbai and paid the outstanding balance. Sankarapillai obtained the money by taking out a bank loan, with his house as collateral, and borrowing money from friends. Dewan insisted that Sankarapillai turn over any documents generated during the process with the Defendants. Dewan also required Sankarapillai to sign a document written in English, without giving Sankarapillai the opportunity to review or understand it. Only after all of this was done did Dewan give Sankarapillai his passport and airplane tickets. Sankarapillai left India for the United States on or around December 7, 2006.

217. At Signal's Mississippi camp, Sankarapillai was forced to live in the same congested and uncomfortable conditions as the other Indian workers. A Signal employee told Sankarapillai that he and the Indian workers could not live outside of the camp because Signal had to recoup the money it had spent building the trailers. Sankarapillai also was forced to perform dangerous tasks. For example, Sankarapillai once experienced problems breathing after being tasked to weld in a location without sufficient ventilation. The foreman ignored Sankarapillai when he raised these concerns.

218. Despite these circumstances, Sankarapillai felt compelled to stay with Signal because of his significant financial troubles caused by Defendants. Besides, Defendants continued to promise that they would process his visa extension and green card. However, in or around May 2007, Sankarapillai could no longer bear working for Signal and left.

Anil Scaria

219. Anil Scaria is a Malayalam-speaking welder from the state of Kerala in India. He learned of Defendants' offer to provide green cards and steady employment in or around December 2003 from an advertisement in a local Malayalam newspaper. At a seminar led in English and Hindi by Sachin Dewan and Malvern Burnett, Scaria learned that Indo-Amerisoft was recruiting workers for a shipyard on the American Gulf Coast. Dewan and Burnett promised that he would receive his labor certification in nine months and would be ready to leave for the United States with a green card within 18 months with his wife and children. Scaria was told that this opportunity would cost him six lakh rupees, plus the cost of a plane ticket.

220. When the labor certification did not arrive in nine months and the green card was not ready in 18 months, Scaria demanded his money back from Dewan. Dewan refused, saying

that he had already spent the money on processing the documents. He encouraged Scaria to continue to wait. Because Scaria had already invested so much money, he had little choice.

221. In or about February 2006, Dewan informed Scaria that his labor certification had been completed and that he must sign papers and pay the second installment. At the time, Scaria was working in Qatar, but Dewan refused to send the papers to Scaria there. Instead, Dewan insisted that Scaria return to India. So that he would not lose his investment, Scaria was forced to quit his job in Qatar and return to Kerala. Defendants told him that the green cards would be ready within six months and that he should not leave India in the interim. Scaria did as he was told and as a result was unemployed for several months. In or around September 2006, Scaria informed Dewan that he had a job opportunity in the Persian Gulf. However, Dewan told him not to take the job because he would be leaving for the United States imminently.

222. Shortly thereafter, Scaria saw an advertisement from Dewan Consulting stating that there was a temporary job opportunity in the United States that would lead to permanent residency. Scaria contacted Dewan, demanding to know why others were being recruited while the promises to him had not been fulfilled. Dewan told him that he could have one of these positions if he passed a skills test. Dewan told him that he would be working for Signal International making $18 per hour and that Signal would process his green card. However, he would have to pay an additional three lakh rupees. Scaria traveled to Chennai at his own expense for the skills test and then returned there again for his consular interview. Dewan told him to lie about how much he had paid for the job opportunity.

223. In or around December 2006, Scaria learned that his visa was ready. He traveled to Mumbai, where Dewan confiscated the documents relating to their agreements. Dewan made him sign various papers, all in English, but Dewan would not explain what they were. Scaria

paid the final installment to Dewan before receiving his passport and plane ticket. In the end, Scaria paid more than the six lakh rupees that Defendants had advertised. He was able to pay his fees and costs by depleting his savings from overseas jobs, selling his wife's gold, and taking out loans with double-digit interest per month.

224. Soon after he arrived at Signal's Pascagoula, Mississippi facility in or around December 2006, Scaria wanted to return home to India. The living conditions were terrible, and he was not being paid the full $18 per hour that he was promised. He was forced to pay for his tools and gloves at exorbitant rates, as well as for his food and accommodations. The work was dangerous, and he had to receive medical treatment for smoke inhalation when forced to work with inadequate safety equipment in a poorly ventilated area. However, because of his debt, and the ongoing promises that Defendants would get him a green card, he had little choice but to stay.

225. In or about November 2007, Scaria learned that his father was very ill in India, and he asked Signal if he could return to India to see him. Signal refused, giving no reason. His father died three days later. Again, Signal refused to allow him time off to travel to India for the funeral.

226. Scaria remained at Signal because of their ongoing promises to get him and his family green cards, but he finally escaped Signal in or around March 2008. He has had great financial difficulties as a result of Defendants' false promises, and he remains in debt.

Mandeep Singh

227. In or around 2004, Singh was living in his native village in the Indian state of Punjab when he saw an advertisement from Dewan Consulting. The advertisement sought to

recruit skilled workers to travel to the United States to work and obtain a green card for permanent residency.

228. Interested in the opportunity, Mr. Singh attended a meeting at Dewan's offices. Dewan informed Singh and the other recruits present that, in exchange for six lakh rupees (more than $13,000 USD in 2004 exchange rates) paid in three installments, he would receive a green card for permanent residency in the United States. Dewan informed Singh that he would work for Indo-Amerisoft, which Singh believed to be a shipping company. Dewan promised that the entire process would take approximately 18 months. Singh agreed and, borrowing money from his family, paid the first installment.

229. In or around January 2006, approximately two years after he paid the first installment, Dewan informed Singh that his labor certification had been approved by the Department of Labor and that the second installment was now due. Singh again paid the second installment from money borrowed from his family.

230. In or around 2007, Dewan informed Singh that he would have to travel at his own expense for an interview at the U.S. embassy. Dewan instructed Singh not to discuss the money that he had paid for the green card with the embassy officials. Singh agreed because he could not afford to lose all the money he had already spent. The embassy officials took Singh's passport to be stamped and sent it back to Dewan. Singh also took and passed a skills test attended by Signal employee John Sanders.

231. In or around late January, 2007, Dewan informed Singh that he would leave within days for the United States and receive his green card. Singh was instructed to travel to Mumbai. On the day of departure, Singh paid Dewan the remainder of the fees in cash for the final installment. Dewan made Singh sign papers written in English without telling Singh what

the papers were or providing copies. Dewan also required that Singh turn over all his documentation recording his transactions with the Defendants before giving Singh his passport and plane ticket.

232. Singh entered the United States on or around January 24, 2007 on an H-2B visa. Only when he arrived at Signal's labor camp in Mississippi did Singh learn that the visa that Dewan had secured for him was a temporary work visa rather than a permanent green card. However, Signal employees ensured Singh that Signal would obtain a green card for him if he continued to work for them.

233. At Signal's Mississippi camp, Singh was forced to live in the same miserable conditions as the other Indian workers. The Signal employees were abusive toward the Indian workers on account of their race and alienage. In one instance, while Singh was sitting on an overturned bucket using a grinder, a foreman told him he was not permitted to sit and kicked the bucket out from underneath Mr. Singh, causing him to fall on the ground. Signal employees regularly called the workers "f**king Indians" and assigned them more difficult and dangerous work than that assigned to American workers. Although Singh was paid $18 per hour, he learned that American workers were paid significantly more.

234. Singh stayed with Signal because of its promises of obtaining a green card for him and because of the debt that he and his family had incurred to come to the United States. Mr. Singh continued to work, even when he was injured, in order to pay off his debt. He also remained there because Signal employees threatened to have him deported if he did not continue to work. However, Singh finally escaped Signal in 2008 and went to live with a friend. However, because he did not have authorization to work, Mr. Singh was unemployed from approximately 2009 until 2011.

John Malakaran Thomas

235. In or around 2003, Thomas was working in Qatar as a mechanics supervisor when he saw an advertisement for a job opportunity for skilled workers that included permanent residency visas in the United States. After seeing this advertisement, Thomas attended an introductory seminar in Cochin. Sachin Dewan, Kurella Rao and others explained that for approximately $14,000 (plus $1,500 for each family member), participants could obtain green cards for themselves and their families. Defendants explained that participants would be working on the U.S. Gulf Coast for Indo-Amerisoft.

236. Deciding to participate in this program, Thomas traveled to Dewan's Mumbai office in or around January 2004 to make the first installment payment.

237. In or around December 2005, Thomas was informed that his labor certificate had been approved. In or around February 2006, Thomas made his second installment payment.

238. In or around October 2006, Thomas was informed that Dewan, Pol, and Burnett were providing workers with H-2B visas to work for Signal. Deciding to participate in the Signal opportunity, Thomas later took part in a test/interview with Signal representatives in Chennai. They explained that Signal would provide participants with H-2B visas (including extensions) while their green cards were being processed.

239. On or around November 4, 2006, Thomas travelled to Chennai for his U.S. consulate interview. Thomas was required to pay additional fees related to this interview. Before the consulate interview, Thomas attended a meeting with Defendants, who told Thomas not to tell the consulate that they had paid recruitment fees. Following the consulate interview, the consulate took Thomas' passport, which was later sent to Dewan.

240. In or around December 2006, Thomas, at his own expense, travelled to Dewan's office in Mumbai and made his third installment payment. Thomas obtained the money to pay Defendants from his savings, selling his wife's jewelry, and by taking out loans with money lenders, using his land and house as collateral. Dewan requested that Thomas return all of his original documents related to the recruitment process with the Defendants. If Thomas did not return the documents, Dewan stated that he would not return Thomas' passport, Thomas would forfeit all of the money he had paid, and he would not be able to go to the United States. Faced with this threat, Thomas returned the documents. Thomas was also rushed into signing documents in English without first being able to read them. Dewan returned Thomas' passport only after Thomas complied with these demands. In or around December 2006, Thomas arrived in the United States.

241. Thomas was forced to live in the same overcrowded conditions as the other Indian workers at the Pascagoula, Mississippi camp. Despite these circumstances, Thomas felt compelled to stay at Signal because he was deeply in debt with money lenders and could not risk being unemployed. In fact, in or around May 2007, Thomas took leave from Signal for a month in order to return to India and deal with money lenders who were threatening to take his family's property. Additionally, Thomas did not leave Signal because Defendants continued to promise that Thomas' green card was being processed. They also promised to process Thomas' visa extension, collecting additional payments from him in or around 2008.

242. Thomas finally left Signal in or around January 2009. After leaving, Thomas was initially unable to find steady work and was unemployed for months at a time.

Saju Christy Vallarian

243. In or about December 2003, Vallarian was on vacation in his hometown of Kerala, India from pipe-fitting work in Dubai. While on vacation, he saw an advertisement in a local newspaper about a job opportunity in the United States through Dewan Consultants that promised workers and their families the opportunity to obtain U.S. green cards. Dewan claimed that the job was with Indo-Amerisoft in Louisiana and that the green card process would take 18 months.

244. Vallarian decided to look into the opportunity and attended a seminar in Kerala. At the seminar, Defendants explained the details of the opportunity, including that participants could bring their families to the United States with them and that if the green card process was not completed in 18 months, their money would be refunded. Dewan said that the cost of participation in the program was six lakh rupees to be paid in installments.

245. Shortly after attending the seminar, at Dewan's urging, Vallarian paid to take a pipe-fitting test, which he passed. On or around December 26, 2003, he again paid to undergo a medical exam. Vallarian then returned to Dubai to continue his pipe-fitting work.

246. To make the payments from Defendants, Vallarian took out loans from family members and neighbors. Although the process was beset by delays, Vallarian was constantly reassured that the process was running smoothly.

247. Prior to getting married in May 2006, Vallarian was told by Dewan that it would not be a problem for his wife and family to obtain visas to join him in the United States.

248. In or around June 2005, Vallarian learned that his labor certification had been approved. Nevertheless, nothing happened until October 2006, when Vallarian was contacted by Dewan and informed that due to a change in the green card processing, he could travel to the United States immediately to work for a different company, Signal, under an H-2B visa. Dewan

explained that processing of Vallarian's green card would continue while he lived and worked in the United States under the H-2B visa. Vallarian was disappointed not to receive a green card but he felt he had no choice but to proceed because he had already borrowed and paid a lot of money towards the process. He resigned from his job in Dubai and returned to India on or around October 22, 2006.

249. In or around November 2006, Vallarian attended another skills test in Chennai administered by Signal, which he passed. He learned that Signal would be providing food and accommodations at his new job. He also met with Dewan and Burnett to prepare for his consulate interview. Vallarian was instructed not to say that he had paid money towards the visa/green card process. Following the consulate interview, Vallarian's passport was sent to Dewan.

250. On or around December 6, 2006, Vallarian travelled to Mumbai before leaving for the United States. Dewan forced him to sign documents written in English that he did not understand. Vallarian was told that he had to sign in order to travel to the United States. Since he had already quit his job in Dubai and paid substantial amounts of money for this opportunity, Vallarian felt he had no choice but to sign. At this time, he also paid the third installment payment. Only then was he given his passport and permitted to fly to the United States.

251. Vallarian arrived in the United States on or about December 2006. Vallarian was forced to live in the same overcrowded, unsanitary conditions as the other Indian workers at Signal's labor camp in Pascagoula, Mississippi. The food occasionally made him ill, and when he was forced to miss work because of illness, he was suspended from work for three days without pay. This was especially troubling because Signal was deducting $35 per day from

Vallarian's pay for food and accommodations. Vallarian was also afraid to speak out about the horrible conditions because others who had spoken out were threatened with deportation.

Isaac Wilson Vazhikudilil

252. Vazhikudilil first heard of Defendants' recruitment scheme in Kerala, India while attending a seminar for pipefitter jobs in Nigeria. He had also seen such opportunities in the United States advertised in local newspapers.

253. In or about December 2003, Vazhikudilil attended two seminars led by Sachin Dewan, Kurella Rao, Malvern Burnett, and their associates. Vazhikudilil understood the opportunity to entail a chance to work at a shipyard in the United States, as well as obtaining green cards for the workers and their families within nine months through fast-track processing. Dewan told the attendees that they would have to pay five lakh rupees in three installments to participate in the program.

254. Defendants advised the attendees that they would be working as pipe fitters in a shipyard in either Mississippi, Louisiana, or California for Indo-Amerisoft. They also explained that, in addition to their salaries, the employer would provide free food, housing, and transportation. Vazhikudilil provided the Defendants with his experience certificate and signed various documents written in English. He also paid the first installment, which he had funded in part by borrowing money from a friend.

255. Vazhikudilil worked in Nigeria for the next year and a half. Upon returning to Kerala in on around March 2005, Dewan provided Vazhikudilil with a letter saying that Vazhikudilil needed to submit a labor certification application. Dewan said that, because of this, the green card process would take another two months.

256. In or around January 2006, the Defendants informed Vazhikudilil that his labor certification had been approved. However, when Vazhikudilil went to Dewan's office to pick up the labor certification and pay the second installment, he was informed that the processing of his labor certification was further delayed because of Hurricane Katrina. Vazhikudilil nevertheless was required to pay the second installment.

257. In or around October 2006, Vazhikudilil was told that, while the green card process would take another six months, the company had received temporary work visas that could be used to work in the United States in the interim. Once the green card process was complete, he could bring his family with him to the United States.

258. In or around November 2006, Vazhikudilil attended a seminar led by Dewan, Pol and Burnett. Dewan explained that while a green card would take another five or six months, the workers could travel to the United States in the next week on an H-2B visa, which was a ten-month visa that could be extended twice. The participants were also told that there would be no refunds for anyone who decided to back out of the process.

259. To qualify for the visa, Vazhikudilil took a skills test in fitting and welding in Chennai. Vazhikudilil passed the test and was told that he would receive an appointment for a consulate interview. Before the consulate interview, he met with Dewan, who instructed him not to tell the consulate that he had paid money to a third party to process the visa. Dewan also instructed that, if asked, Vazhikudilil was to tell the consulate officer that he planned to stay in the United States only until his visa expired on July 31, 2007.

260. Vazhikudilil attended his consulate interview and answered questions as instructed by Dewan. Following the interview, the consulate officer took possession of Vazhikudilil's passport. Dewan said they would pick up his passport and return it to

Vazhikudilil before he went to the United States. Dewan also informed him that he had to pay another one lakh rupee (approximately $2,000) for the flight from Mumbai to the United States. Vazhikudilil was forced to borrow money from friends and to pawn his family jewelry.

261. Soon thereafter, Dewan informed Vazhikudilil that his H-2B visa had been approved and that he would depart for the United States some time around the end of November 2006. The day before departing for Mumbai, Vazhikudilil went to Dewan's office and paid a portion of the third installment.

262. On or around November 26, 2006, Vazhikudilil flew to Mumbai and proceeded to Dewan's office. There, in a rushed meeting led by Dewan, he was informed that he would be going to the United States on an H-2B visa sponsored by Signal. Dewan told him that Signal would process their H-2B visa extensions, if necessary, while concurrently processing their green card applications. Dewan also told the group that Signal would provide all accommodations and food at no charge once they arrived in the United States. Vazhikudilil was told that if they chose to back out, their first two installment payments would not be refunded. Vazhikudilil felt uncertain about the changed circumstances, but since he owed a great deal of money and had already turned down a job in Nigeria to pursue this "opportunity," he felt he had no choice but to pay the remainder of the third installment and the travel expenses. Vazhikudilil paid Dewan and was told to sign contracts and paperwork written in English that Vazhikudilil could not understand. Dewan then provided Vazhikudilil with his passport, H-2B visa, and plane ticket.

263. Vazhikudilil arrived in the United States on or around November 28, 2006 and was forced to live in the same overcrowded, unsanitary conditions as the other Indian workers in Signal's labor camp in Pascagoula, Mississippi. Despite the poor and unsanitary conditions, insufficient access to health care and mistreatment at the hands of Signal employees,

Vazhikudilil remained at the labor camp out of fear that, if he left, he would be deported back to India. Because he was deeply in debt and because his family depended on him, Vazhikudilil felt he had no choice but to remain at Signal.

Benny Yohannan

264. In or about late 2003 or early 2004, Yohannan was working in Abu Dhabi as a welder when he saw an advertisement from Dewan Consultants for an opportunity to work in the United States and obtain a green card.

265. Soon thereafter, Yohannan went to Dewan's offices in Abu Dhabi for an introductory meeting. Yohannan was told that the recruitment scheme would occur in three stages, with three installment payments. After the first installment, Yohannon's labor certification would be processed within six months. He also was informed that Rao would sponsor his green card process. At Dewan's request, Yohannan paid an advance on the first installment at this meeting.

266. Not until the end of 2005 did Defendants inform Yohannan that his certification had been approved. In or about January 2006, Yohannan received a faxed copy of his certification.

267. In or around November 2006, Dewan informed Yohannan that the green card applications were further delayed. Dewan advised Yohannan that he should apply for a H-2B visa and go to the United States to work for Signal while he waited for his green card. Yohannan was later told that he would have to pay an additional fee to participate in the H-2B program. Yohannan agreed to participate in the H-2B program, took leave from his job in Abu Dhabi, and flew to Chennai at his own expense.

268. In Chennai, Yohannan passed a welding test for Signal. Defendants stated that Signal, not Indo-Amerisoft, would be processing their visa extensions and green cards. Also, Dewan described the consulate interviews and warned Yohannan not to discuss the green card process. Dewan also stated that the participants would not be getting their passports back until after they paid the last installment.

269. In or around December 2006, Yohannan attended his consulate interview. Soon thereafter, Dewan informed Yohannan that his visa had been approved and that he needed to come to Mumbai quickly. Accordingly, Yohannan was forced to resign from his job in Abu Dhabi without first canceling his visa, foregoing the benefits to which he was entitled.

270. Yohannan went to Dewan's Mumbai office to pay the third installment and the additional H-2B fee. Yohannan obtained the money necessary for all three installments from his savings, loans from private lenders, and selling his family's home and land. Dewan pressured Yohannan into signing documents that he did not fully understand. Yohannan left Mumbai for the United States on or around December 18, 2006.

271. At Signal's Pascagoula, Mississippi camp, Yohannan was forced to live in the same horrible conditions as the rest of the Indian workers. Like the other Indian workers, he was also forced to work in unsafe and dirty conditions. For example, Signal foremen would sometimes demand that Indian welders work in areas that lacked proper ventilation or work outside in the rain, exposing the workers to the risk of electrocution. Further, the foreman treated Yohannan and the other Indian workers harshly and some times threatened them with suspension.

272. Despite all of this, Yohannan felt compelled to stay at Signal because he had already paid so much money and still had debt to pay off. Further, Burnett and Signal continued to promise that their visa extensions and green cards were being processed.

273. In or around October 2007, fed up with the horrible living and work conditions, Yohannan finally left Signal.

FIRST CLAIM FOR RELIEF

THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT ("TVPRA") OF 2003

Forced Labor (18 U.S. C. § 1589) and Trafficking with Respect to Peonage, Slavery, Involuntary Servitude, or Forced Labor (18 U.S.C. § 1590)

274. Each Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

275. Each Plaintiff brings this claim against all Defendants.

276. Each Plaintiff is authorized to bring these civil claims against all Defendants pursuant to the civil remedies provisions of 18 U .S.C. § 1595.

277. Defendants Signal, Dewan, Burnett, and Pol attempted to and did subject each Plaintiff to forced labor in violation of 18 U.S.C. § 1589.

278. Defendant Signal employed Plaintiffs in dangerous conditions at a guarded and gated man camp, and all Defendants falsely assured Plaintiffs that if they continued to work, Signal would assist them in applying for and receiving green cards. Defendants controlled Plaintiffs' housing, food, access to medical care, and other basic needs, and if Plaintiffs did not continue working for Signal, they would have been cut off from those needs.

279. Furthermore, the substantial "recruitment fees" that Defendants coerced Plaintiffs into paying forced Plaintiffs to work at Signal to pay off their substantial debts.

280. Defendants knowingly attempted to and did physically restrain and/or threaten each Plaintiff with serious harm in order to obtain the labor and services of each Plaintiff in violation of 18 U.S.C. §1589(1).

281. Defendants knowingly attempted to and did obtain the labor and services of each Plaintiff using a scheme, plan, or pattern which, in the totality of the circumstances, was intended to coerce and did coerce each Plaintiff to believe that he would suffer serious harm if he were to leave the employ of Defendant Signal in violation of 18 U.S.C. § 1589(2).

282. Defendants' scheme to isolate Plaintiffs, coerce them to live in conditions causing psychological harm, and limit their outside contacts, which included unlawful discrimination in violation of 42 U.S.C. § 1981, was designed to convince Plaintiffs that they would suffer serious harm if they were to leave the employ of Signal.

283. Defendants threatened not to extend Plaintiffs' H-2B visas, not to sponsor Plaintiffs for green cards, to deport Plaintiffs, and to send them back to India if they complained about conditions at Signal, and also deceived Plaintiffs about the terms of their immigration status, each in a manner that constitutes an abuse of the legal process under 18 U.S.C. § 1589(3). Defendants retaliated against Plaintiffs when they sought legal advice regarding their rights and immigration status.

284. Defendants knowingly recruited, transported, harbored, provided, and/or obtained the Plaintiffs so as to procure their labor and services in violation of laws prohibiting peonage, involuntary servitude, and forced labor within the meaning of the provisions of 18 U.S.C. § 1590.

285. In violation of 18 U.S.C. § 1590, and in addition to the violations of 18 U.S.C. § 1589 set forth above, Defendants knowingly recruited, transported, harbored and/or obtained the

Plaintiffs for labor or services in furtherance of Defendants' violations of the following provisions of Title 18, Chapter 77 of the U.S. Code:

a. enticing, persuading, or inducing the Plaintiffs to board an airplane and to travel to various locations throughout India and the United States, with the intent that they may be made or held in modern-day slavery, violating 18 U.S.C. § 1583;

b. knowingly and willfully holding Plaintiffs to involuntary servitude, as defined by the TVPRA, 22 U.S.C. §7102(5)(a) and (b), thereby violating 18 U.S.C. § 1584;

c. removing, confiscating, or possessing Plaintiffs' and other class members' passports and other immigration documents in the course of violating, or with the intent to violate 18 U.S.C. §§ 1583, 1584, 1589, and 1590, thereby violating 18 U.S.C. § 1592(a); and attempting to violate 18 U.S. C. §§ 1583, 1584, 1589, and 1590, thereby violating 18 U.S.C. § 1594(a).

286. Defendants' actions evince malice and/or reckless indifference towards Plaintiffs.

287. As a proximate result of the conduct of Defendants, Plaintiffs have suffered injuries to their persons, businesses, and property, as well as other damages. Plaintiffs are entitled to recover compensatory and punitive damages in an amount to be proven at trial, including recruitment fees, other payments made to Defendants, additional costs expended by Plaintiffs in pursuit of this recruitment scheme, and attorneys' fees.

SECOND CLAIM FOR RELIEF

VIOLATIONS OF THE CIVIL RIGHTS ACT OF 1866
42 U.S.C. § 1981

288. Each Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

289. Each Plaintiff asserts this claim pursuant to 42 U.S.C. § 1981 for declaratory relief and damages against Defendant Signal.

290. Each Plaintiff is a member of a racial minority, as contemplated by 42 U.S.C. § 1981.

291. The actions of Defendant Signal, as set forth herein, violated Plaintiffs' rights to receive full and equal benefit of all laws as guaranteed by 42 U.S.C. § 1981, including Plaintiffs' rights to enjoy and benefit from non-discriminatory employment relationships with Defendant Signal.

292. Specifically, Defendant Signal subjected Plaintiffs to discriminatory and offensive mandatory room and board arrangements at Signal man camps in Pascagoula. Defendant Signal did not subject its employees of non-Indian race, ethnicity, or alienage to the same or similar room and board arrangements. These discriminatory and offensive living arrangements included deplorable and unlawful overcrowding, lack of privacy, provision of inedible food, segregation into a prison-like camp, personal searches, improper scrutiny, restrictions of ordinary freedoms such as visitors, and the imposition of unreasonable fees. Because these living conditions were required by Signal as part of their employment, they constitute a part of the discriminatory work environment that Plaintiffs experienced.

293. As set forth in the preceding paragraphs, Defendant Signal also imposed discriminatory job-related requirements and adverse terms and conditions of employment to which its employees of non-Indian race, ethnicity, or alienage were not similarly subject.

294. As set forth in the preceding paragraphs, Defendant Signal also created and fostered a discriminatory work environment in which Indian workers were subjected to anti-Indian invectives throughout the time Plaintiffs were employed, and in which Signal forced Sikh

workers to shave religiously mandated beards. Signal employees of non-Indian race, ethnicity, or alienage or not of the Sikh religion were not subjected to a similar work environment.

295. As set forth in the preceding paragraphs, through the actions and statements of its personnel referring to and/or directed at Plaintiffs and other Indian H-2B workers, Defendant Signal maintained an objectively hostile and abusive work environment on account of Plaintiffs' race, ethnicity, religion, and alienage throughout the time Plaintiffs were employed.

296. As set forth in the preceding paragraphs, Defendant Signal's discriminatory and offensive treatment of Plaintiffs was sufficiently severe that it created a hostile work environment in violation of 42 U .S.C. § 1981 throughout the time Plaintiffs were employed.

297. Plaintiffs reasonably perceived their work environment to be hostile, abusive, and discriminatory on the basis of their race, ethnicity, religion, and alienage.

298. Defendant Signal's hostile, abusive, and discriminatory treatment of Plaintiffs was unwelcome.

299. Defendant Signal knowingly, willfully, maliciously, intentionally, and without justification acted to deprive Plaintiffs of their rights.

300. Defendants' actions evince malice and/or reckless indifference towards Plaintiffs.

301. As a direct and proximate result of Defendants' knowing, willing, and intentional actions, each Plaintiffs has been injured, and is entitled to recover compensatory and punitive damages in an amount to be proven at trial, including attorneys' fees.

THIRD CLAIM FOR RELIEF

FRAUDULENT MISREPRESENTATION

302. Each Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

303. Each Plaintiff brings this claim against all Defendants.

304. The actions of Defendants, as set forth herein, constitute fraudulent misrepresentation under Mississippi law.

305. Specifically, Defendants, individually and through their agents, employees, and/or representatives, knowingly made materially false and untrue statements and representations to Plaintiffs regarding the nature, terms, and conditions of applications and opportunities for immigration status and employment in the United States.

306. Defendants and/or their respective agents represented to each Plaintiff that (1) Plaintiffs would be eligible for permanent residency given their employment with Signal; (2) Defendants would apply for permanent residency in the United States on behalf of Plaintiffs no later than 24 months after the commencement of work; (3) their families would also receive permanent residency; (4) Plaintiffs would have steady and ongoing work opportunities provided by Defendants in the United States; (5) the entire recruitment process would cost Plaintiffs between five and six lakh rupees; and (6) that they would receive free room and board from their employer.

307. At the time each of these representations were made, Defendants knew they were false or misleading.

308. Defendants intended that the false statements made by each Defendant and/or the Defendants' respective agents, employees, and/or representatives would induce Plaintiffs to pay the exorbitant "recruitment fees," would induce Plaintiffs to leave their homes and jobs abroad, travel to the United States, and work for Signal, and would induce Plaintiffs to pay the room and board fee and other fees extracted by Signal upon their arrival in the United States.

309. Each Plaintiff was entitled to, and did, rely on Defendants' representations.

310. In reasonable reliance on the false representations of Defendants and their respective agents, employees, and/or representatives regarding green cards, employment opportunities, and employment conditions, Plaintiffs paid large sums of money and incurred substantial debt in the guise of "recruitment fees" and other travel and immigration-related fees. Signal knew of these payments, and permitted them to be made to the remaining Defendants.

311. In reasonable reliance on the false representations of Defendants and their respective agents, employees, and/or representatives regarding green cards, employment opportunities, and employment conditions, Plaintiffs surrendered employment opportunities in India and abroad, left their homes and families behind, sold personal and real property, secured loans at usurious interest rates, traveled to the United States, lived in deplorable conditions, and worked for Signal under discriminatory and inhumane conditions. Further, once in the United States, Plaintiffs continued to work for Signal after receiving repeated assurances that Defendants' prior representations were in fact true.

312. No later than the first day that Indian workers arrived at Signal, Defendants knew that Plaintiffs and their coworkers believed that Defendants had applied, or were intending to apply, for permanent residency on behalf of Plaintiffs. Defendants therefore had an obligation to tell Plaintiffs that this was not true. Defendants failed to do so.

313. Defendants' actions evince malice and/or reckless indifference towards Plaintiffs.

314. As a direct and proximate result of Defendants' knowing, willing, and intentional actions, each Plaintiff has been injured, and is entitled to recover compensatory damages, including opportunity costs, and punitive damages in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF

NEGLIGENT MISREPRESENTATION

315. Each Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

316. Each Plaintiff brings this claim against all Defendants.

317. The actions of Defendants, as set forth herein, constitute negligent misrepresentation under Mississippi law.

318. Specifically, Defendants, individually and through their agents, employees, and/or representatives, negligently made materially false and untrue statements and representations to Plaintiffs regarding the nature, terms, and conditions of applications and opportunities for immigration status and employment in the United States.

319. Defendants represented to each Plaintiff that: (1) Plaintiffs would be eligible for permanent residency upon the conclusion of their employment with Signal; (2) Defendants would apply for permanent residency in the United States on behalf of Plaintiffs no later than 24 months after the commencement of work; (3) Plaintiffs would have steady and ongoing work opportunities in the United States with Defendant Signal.

320. At the time each of these representations were made, Defendants should have known that they were false or misleading.

321. Defendants should have known that the false statements made by each Defendant and/or the Defendants' respective agents, employees, and/or representatives would induce Plaintiffs to pay the exorbitant "recruitment fees"; would induce Plaintiffs to leave their homes and jobs abroad, travel to the United States, and work for Signal; and would induce Plaintiffs to pay the room and board fee and other fees extracted by Signal upon the workers' arrival in the United States.

322. Each Plaintiff was entitled to, and did, rely on Defendants' representations.

323. In reasonable reliance on the negligent representations of the Defendants and their respective agents, employees, and/or representatives regarding green cards, employment opportunities, and employment conditions, Plaintiffs paid large sums of money and incurred substantial debt in the guise of "recruitment fees" and other travel and immigration-related fees. Signal knew of these payments, and permitted them to be made to the remaining Defendants.

324. In reasonable reliance on the negligent representations of the Defendants and their respective agents, employees, and/or representatives regarding green cards, employment opportunities, and employment conditions, Plaintiffs surrendered employment opportunities in India and abroad, left their homes and families behind, sold personal and real property, secured loans at usurious interest rates, traveled to the United States, lived in deplorable conditions, and worked for Signal under discriminatory and inhumane conditions. Further, once in the United States, Plaintiffs continued to work for Signal after receiving repeated assurances that Defendants' prior representations were in fact true.

325. No later than the first day that Indian workers arrived at Signal, Defendants knew that Plaintiffs and their coworkers believed that Defendants had, or were intending to, apply for permanent residency on behalf of Plaintiffs. Defendants therefore had an obligation to tell Plaintiffs that this was not true. Defendants failed to do so.

326. Defendants' actions evince malice and/or reckless indifference towards Plaintiffs.

327. As a direct and proximate result of Defendants' negligent actions, Plaintiffs have been injured, and are entitled to recover compensatory damages, including opportunity costs, and punitive damages in an amount to be proven at trial

FIFTH CLAIM FOR RELIEF

BREACH OF CONTRACT

328. Each Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

329. Each Plaintiff brings this claim against all Defendants.

330. The actions of Defendants, as set forth herein, constitute breach of contract under Mississippi law.

331. Specifically, Defendants, individually and through their agents, employees and/or representatives, promised to assist Plaintiffs in applying for and obtaining permanent residency and immigration status for Plaintiffs in the United States no later than 24 months after the commencement of work, and promised Plaintiffs steady and ongoing work opportunities in the United States with Defendant Signal.

332. These promises were made in exchange for each Plaintiffs payment of fees (including recruitment, immigration application, and travel fees) to Defendants and their employees, agents, and/or representatives, and in exchange for each Plaintiffs agreement to work for Signal.

333. Each Plaintiff accepted Defendants' offers and promises; each Plaintiff paid the agreed upon fees, and performed the agreed-upon work.

334. Defendants breached their respective contracts with each Plaintiff by failing to comply with their binding promises regarding assistance in applying for and obtaining permanent residency and immigration status for Plaintiffs in the United States no later than 24 months after the commencement of work, and steady and ongoing work opportunities in the United States with Defendant Signal.

335. In reliance on these promises, each Plaintiff paid large sums of money and entered into substantial debts, surrendered other employment opportunities, and incurred other financial losses.

336. Defendants' actions evince malice and/or reckless indifference towards Plaintiffs.

337. As a direct result of Defendants' breach, Plaintiffs have suffered direct and consequential damages, and are entitled to recover compensatory damages, including opportunity costs, and punitive damages in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request the following relief:

1. Compensatory relief, including prejudgment interest;
2. Punitive damages;
3. An award of reasonable Plaintiffs' costs, including attorneys' fees and costs;
4. Such additional and further relief as the Court may deem proper and just.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand trial by jury in this action of all issues so triable.

DATED: August 13, 2013

Respectfully submitted,

By: _____

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