

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS

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RAJU MEGANATHAN, :
SARAVANACHLEVAN :
NARAYANASAMY, SARAVANAN :
RAMASAMY, MARUTHAMUTHU :
MAYAVU, :

Plaintiffs, :

-against- :

SIGNAL INTERNATIONAL L.L.C., SIGNAL :
INTERNATIONAL, INC., SIGNAL :
INTERNATIONAL TEXAS, G.P., SIGNAL :
INTERNATIONAL TEXAS, L.P., MALVERN :
C. BURNETT, GULF COAST :
IMMIGRATION LAW CENTER, L.L.C., :
LAW OFFICES OF MALVERN C. :
BURNETT, A.P.C., MICHAEL POL, :
GLOBAL RESOURCES, INC., SACHIN :
DEWAN, and DEWAN CONSULTANTS :
PVT. LTD. (a/k/a MEDTECH :
CONSULTANTS), :

Defendants. :

Civil Action No. 1:13-cv-00497

Complaint

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COMPLAINT

1. Plaintiffs are part of a group of approximately 590 Indian men who were trafficked into the United States in the aftermath of Hurricane Katrina through the federal government’s H-2B guest worker program to provide labor and services to Defendants Signal International, L.L.C., Signal International, Inc., Signal International Texas, L.P. and Signal International Texas, G.P. (collectively, “Signal” or the “Signal Defendants”). Recruited to perform welding, pipefitting, and other marine-fabrication work, Plaintiffs were subjected to forced labor and other abuses at Signal’s operations in Orange, Texas and Pascagoula,

Mississippi.

2. Plaintiffs bring this action to recover damages from Defendant Signal, as well as Signal's recruiters and agents operating in India and the United States. Defendants exploited and defrauded Plaintiffs by recruiting them to work in the United States and effectuating a broad scheme of psychological coercion, threats of serious harm and threatened abuse of the legal process to procure and maintain Plaintiffs' labor for the benefit of Signal. Plaintiffs were further defrauded out of thousands of dollars in recruitment fees under the false promise that they would receive long-term work and permanent residency in the United States.

3. Enticed by promises of relatively high wages (at \$19 USD per hour, plus overtime pay), as well as permanent residency, Plaintiffs relinquished stable employment opportunities in Singapore and India and borrowed substantial amounts of money to take advantage of seemingly promising opportunities in the United States. Signal's labor recruiters demanded between \$10,000 and \$20,000 USD in application fees, causing Plaintiffs to incur significant debts, post their families' property as collateral, and jeopardize their financial security.

4. Defendants' main recruiting agent in India, Dewan Consultants, held Plaintiffs' passports and visas and threatened, coerced, and defrauded Plaintiffs into paying extraordinary fees for recruitment, immigration processing, and travel. This threatening, coercive, and fraudulent activity induced Plaintiffs into entering the United States to work for Signal. Defendants further caused Plaintiffs to believe that if Plaintiffs did not work for Signal under the auspices of temporary H-2B guestworker visas, Plaintiffs would suffer abuse or threatened abuse of the legal process, physical restraint, and/or other serious harm.

5. As seasonal guest workers, Plaintiffs were ineligible for permanent residency, which the Signal Defendants knew but fraudulently concealed from Plaintiffs. Plaintiffs,

however, believed what they were told by the Recruiter Defendants in India—that they could obtain permanent residency for themselves and for their families in the United States through working for Signal. These false promises, collection of exorbitant recruiting fees, and strong-arm tactics of Defendants Signal and/or its agents were, upon information and belief, authorized by Defendant Signal, which knew of these facts from the first Indian H-2B workers to arrive at its facilities in the United States as early as October 2006. Rather than taking any corrective measures to remedy the recruiting scheme perpetrated by the Recruiter Defendants in India, Defendant Signal ratified and perpetuated the scheme by continuing to facilitate the transportation of further waves of Indian H-2B workers, including Plaintiffs.

6. Prior to arriving in the United States, Plaintiffs had been told that they could live in apartments or houses. This, however, was a far cry from the facilities in which they were required to live when they arrived in the United States—overcrowded, unhygienic, and disease-ridden work camps resembling prisons. Defendant Signal’s armed guards surrounded the work camps at all hours and regularly searched Plaintiffs upon their entry and exit. Moreover, Plaintiffs were shocked to discover that they would be required to surrender roughly \$1,050 USD per month to live in such conditions. When Plaintiffs asked about alternative housing, the Signal Defendants used economic coercion to force them to stay. As the Signal Defendants explained, if Plaintiffs were to move out of the work camps and reside elsewhere, Signal still would deduct approximately \$1,050 USD per month from their paychecks for housing costs. Since Plaintiffs could not afford to rent alternative housing and pay what would amount to double-rent, they had no choice but to remain in Signal’s labor camps and endure deplorable living conditions. Plaintiffs never knowingly agreed to this fixed, monthly payment regardless of whether or not they lived in these labor camps, and they would not have agreed to it had they understood this.

7. Defendant Signal also deceived Plaintiffs about their visa status repeatedly, threatened that Plaintiffs could be deported at any moment, and perpetuated a campaign of psychological abuse, coercion, and fraud calculated to render Plaintiffs afraid, intimidated, and unable to leave Signal's employ. Deeply indebted, fearful, isolated, and unfamiliar with their rights under United States law, Plaintiffs were compelled to continue working for Signal and regularly feared deportation after learning that their temporary visas had expired.

8. In sum, Defendants, individually and jointly, conspired and schemed to target Plaintiffs as Indian laborers, knowing that they would be enticed by good pay and false promises of permanent residency, to lure them into the United States. Furthermore, each Defendant, individually and through a collaborative enterprise premised upon fraud, mistreated Plaintiffs and deprived them of any benefit of a fair bargain.

9. As a result of these abuses, Plaintiffs are entitled to relief from Defendants under the Trafficking Victims Protection Reauthorization Act ("TVPRA"), the Racketeer Influenced and Corrupt Organizations Act ("RICO") and common law theories of fraud, negligent misrepresentation and breach of contract.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 (federal question jurisdiction), 18 U.S.C. § 1595(a) (civil trafficking) and 18 U.S.C. § 1964(c) (RICO).

11. This Court has supplemental jurisdiction over causes of action based on state law pursuant to 28 U.S.C. § 1367, as the state law claims arise out of the same nucleus of operative facts that support the federal claims.

12. Venue in the Eastern District of Texas is proper under 28 U.S.C. § 1391 in that a substantial portion of the communications, transactions, events or omissions underlying

Plaintiffs' claims occurred in and around the vicinity of Orange, Texas, within this judicial district. Venue also is proper because a majority of the Plaintiffs named in this Complaint reside and work within this judicial district.

13. Declaratory relief is sought under 28 U.S.C. §§ 2201 *et seq.*

PARTIES

Plaintiffs

14. 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 2006 and worked at Signal's Orange, Texas, and Pascagoula, Mississippi, facilities after arriving in the United States. Plaintiffs each paid the Defendants the equivalent of between \$10,000 and \$20,000 USD in "recruitment fees" based on the false promise that Defendants would assist them in applying for and receiving permanent U.S. residency (commonly referred to as obtaining "green cards"). Plaintiffs were each subjected to discriminatory, dangerous, and abusive treatment upon arriving at Signal.

15. At all relevant times, Plaintiffs were "persons" within the meaning of that term as defined by RICO, 18 U.S.C. § 1961(3).

16. At all relevant times, Plaintiffs were engaged in interstate commerce and/or were involved in the production of goods for sale in interstate commerce.

17. Plaintiffs were former putative class members in the Civil Action styled *Kurian David, et. al. v. Signal Int'l, LLC, et. al.*, 2:08-cv-01220-SM-DEK, which currently is pending in the United States District Court for the Eastern District of Louisiana. On January 4, 2012, class certification in that case was denied, thus allowing Plaintiffs to file individual actions.

18. Plaintiff Raju Meganathan ("Meganathan") was recruited in or about May of 2006

and arrived in the United States on or about December 11, 2006.

19. Plaintiff Saravanachlevan Narayanasamy (“Narayanasamy”) was recruited in or about November of 2006 and arrived in the United States on or about January 24, 2007.

20. Plaintiff Saravanan Ramasamy (“Ramasamy”) was recruited in or about November of 2006 and arrived in the United States on or about January 31, 2007.

21. Plaintiff Maruthamuthu Mayavu (“Mayavu”) was recruited in or about May of 2006 and arrived in the United States on or about November 19, 2006.

Defendants

Employer/Signal Defendants

22. Defendant Signal International, L.L.C., is a corporation organized under the laws of Delaware and is a provider of marine and fabrication services in the Gulf Coast region, with operations in Orange, Texas, Pascagoula, Mississippi, and Mobile, Alabama. At all relevant times, Signal International, L.L.C. acted as an agent and/or alter ego of Signal International, Inc., and engaged in all of the conduct discussed herein with the knowledge and consent of Signal International, Inc.

23. Defendant Signal International, Inc., a company organized under the laws of Delaware, was formed in 2007 as the holding company of Signal International, L.L.C. and the other Signal entities named below.

24. Defendant Signal International Texas, G.P., is a Texas general partnership owned by or affiliated with Signal International, L.L.C., which, upon information and belief, was the direct employer of Plaintiffs while they worked in Signal’s Orange, Texas and Pascagoula, Mississippi facilities.

25. Defendant Signal International Texas, L.P., is a Texas limited partnership, which, upon information and belief, is co-owned by Signal International Texas, G.P. (approximately one

percent) and by Signal International, L.L.C. (approximately 99 percent).

26. All four Signal entities are referred to herein collectively as “Signal” or the “Signal Defendants.”

Recruiter Defendants

27. Defendant Global Resources, Inc. (“Global Resources”) is or was a corporation organized under the laws of Mississippi and engaged in the business of recruiting workers from India for employment in the United States. Global Resources has or had during the relevant time period substantial business contacts in or around Orange, Texas.

28. Defendant Michael Pol (“Pol”) is or was the President of Global Resources and, upon information and belief, resides in Mississippi. Pol has substantial business contacts in or around Orange, Texas. Defendants Pol and Global Resources are alter egos. Pol and Global Resources will be referred to collectively as “Pol,” unless a distinction is drawn between them.

29. Defendant Dewan Consultants Pvt. Ltd. (a/k/a Medtech Consultants) (“Dewan Consultants”) is a private limited liability company organized under the laws of India. In 2004, Dewan Consultants contracted with Defendant Global Resources and Defendant Malvern C. Burnett—through Defendant Gulf Coast Immigration Law Center, L.L.C.—to identify and recruit Indian workers for employment in the United States via the enticement of permanent residency visas. Dewan Consultants has substantial business contacts in or around Orange, Texas.

30. Defendant Sachin Dewan (“Dewan”) is the Director of Dewan Consultants. Dewan resides in India and has substantial business contacts in or around Orange, Texas. Dewan and Dewan Consultants will be referred to collectively below as “Dewan,” unless a distinction is drawn between them.

31. Upon information and belief, Defendants Dewan and Dewan Consultants have

authorized and utilized Defendants Pol and Global Resources and the Facilitator Defendants described below to act as their United States-based operators and/or agents.

32. Upon information and belief, Defendants Pol and Global Resources and the Facilitator Defendants described below have authorized and utilized Defendants Dewan and Dewan Consultants to act as their India-based operators and/or agents.

33. Upon information and belief, Defendants Dewan, Dewan Consultants, Pol and Global Resources and the Facilitator Defendants described below conspired together with respect to the recruitment, contracting and provision of Plaintiffs for labor or services at Signal's Orange, Texas, and Pascagoula, Mississippi, facilities.

34. Defendants Pol and Global Resources and the Facilitator Defendants described below utilized Defendants Dewan and Dewan Consultants to conduct and carry out their shared business interests and activities in India. Among other things, upon information and belief, Defendants Pol and Global Resources have shared offices with Defendants Dewan and Dewan Consultants in India.

35. Upon information and belief, Defendants Dewan and Dewan Consultants have utilized Defendants Pol and Global Resources and the Facilitator Defendants described below to conduct and to effectuate their shared business interests of luring and trafficking Indian laborers into the United States.

36. Throughout this Complaint, Plaintiffs refer to Defendants Dewan, Dewan Consultants, Pol and Global Resources, collectively as the "Recruiter Defendants."

Facilitator Defendants

37. Defendant Malvern C. Burnett ("Burnett") is an attorney who, upon information and belief, resides in and maintains offices in New Orleans, Louisiana, and has substantial business contacts in Texas. Burnett performed much of the legal work necessary to bring

Plaintiffs and other Indian workers to the United States on H-2B visas.

38. Defendant Law Offices of Malvern C. Burnett, A.P.C. (“Burnett Law Offices”) is a professional law corporation organized under the laws of Louisiana and located in New Orleans, Louisiana, with substantial business contacts in Texas. Upon information and belief, Defendant Burnett serves as its sole registered agent, member and/or corporate officer.

39. Defendant Gulf Coast Immigration Law Center, L.L.C. (“Gulf Coast Immigration”) is a limited liability corporation organized under the laws of Louisiana and located in New Orleans, Louisiana, with substantial business contacts in Texas. Upon information and belief, Defendant Burnett serves as its sole registered agent, member and/or corporate officer. Burnett, the Burnett Law Offices and Gulf Coast Immigration operated as a joint venture and/or alter egos and will be referred to collectively below as the “Facilitator Defendants,” unless a distinction is drawn between them.

All Defendants

40. At all relevant times, Defendants Dewan, Dewan Consultants, Pol, Global Resources, Burnett, Burnett Law Offices and Gulf Coast Immigration acted as agents of Defendant Signal for the purpose of recruiting, obtaining, contracting with, transporting and/or providing Plaintiffs for labor or services in Signal’s Orange, Texas, and Pascagoula, Mississippi, facilities.

41. All Defendants acted together in a joint enterprise to commit the wrongful actions described herein.

42. The actions of the Recruiter Defendants and the Facilitator Defendants described herein were performed within the scope of their agency to Signal.

43. Individually and through their agents, associates, attorneys and/or employees, all Defendants have significant contacts in or around Orange, Texas.

44. At all relevant times, Defendants were “persons” within the meaning of that term as defined by RICO, 18 U.S.C. § 1961(3).

45. Upon information and belief, Defendants have been engaged in contacts with Plaintiffs, including recruiting, obtaining, labor contracting, providing immigration-related services to, transporting, harboring and providing and/or employing Plaintiffs.

46. At all relevant times, Defendants engaged in interstate commerce or in the production of goods for interstate commerce.

STATEMENT OF THE FACTS

The Recruitment Process

47. Throughout the spring, summer, and fall of 2006, Defendant Dewan Consultants placed advertisements in various Indian-language newspapers offering opportunities for welders and fitters to immigrate permanently to the United States under the auspices of Defendant Signal, which it described as “a leading marine and fabrication company in Mississippi and Texas.”

48. Defendant Dewan Consultants’ advertisements and other recruiting efforts were undertaken on behalf of, at the direction of, and/or in coordination and consultation with Defendant Signal.

49. The advertisements placed by Defendant Dewan Consultants promised that qualified candidates could obtain green cards and thereby legally and permanently immigrate to the United States with their families. The advertisements encouraged interested parties to travel to various locations throughout India to obtain additional information about the prospect of employment with Signal in the United States.

50. Upon information and belief, prior to conducting these informational sessions, Defendant Dewan Consultants, Defendant Signal, Defendant Pol and Defendant Burnett

conferred by phone, mail, fax and/or e-mail to organize, plan and coordinate the substantive content of the informational sessions. In the meantime, Defendant Dewan Consultants communicated with interested workers, including each of Plaintiffs, through telephone conversations, faxes and other written documents, informing them that in exchange for a recruitment fee, they and their families would be able to obtain permanent legal residence within the United States.

51. Through these communications, Defendant Dewan Consultants, personally and/or through its agents, representatives, and/or employees, represented to Plaintiffs that Defendant Signal was a stable and reputable U.S. company offering lawful and ample employment opportunities, that working under an H-2B visa for Signal was not inconsistent with applying for permanent immigration status sponsored by Signal, and that Signal would obtain for Plaintiffs work-authorized green cards enabling Plaintiffs to permanently and legally reside in the United States with their families.

52. Upon information and belief, at informational meetings and in telephone conversations, faxes, and other written documents transmitted in late 2006, Defendant Dewan Consultants, personally and/or through their agents, employees and/or representatives, told Plaintiffs that the green card process, once commenced, would be completed by June 31, 2007.

53. In these communications with Plaintiffs, Defendant Dewan Consultants further promised to act diligently and to do everything necessary to obtain green cards for Plaintiffs within the promised timelines.

54. Defendant Dewan Consultants, Defendant Signal, Defendant Pol and Defendant Burnett induced Plaintiffs to enter into employment agreements by falsely promising to help Plaintiffs obtain green cards. In actuality, Defendants lacked the intent to diligently pursue

Plaintiffs' green card applications. They also lacked any basis whatsoever for representing, *inter alia*, that the companies and/or entities that purportedly were sponsoring Plaintiffs' applications were financially solvent and had reliable and stable employment opportunities to provide Plaintiffs, that green card applications sponsored by those companies would be valid and bona fide under U.S. immigration law, and that any applications were likely to be successfully completed and approved within the promised timelines.

55. In the second half of 2006, Defendant Dewan Consultants told Plaintiffs that if they successfully completed three phases of employment screening, they would be hired by Defendant Signal and ultimately would be given green cards for permanent residency in the United States.

56. The three-phase screening process required: (i) timely payment of a registration fee; (ii) successful completion of a consulate interview with the United States Consular Office; and (iii) passing a labor skills test administered by Defendant Signal and Defendant Dewan Consultants.

Recruitment of Raju Meganathan

57. At the time the Recruiter Defendants' advertisements appeared in local newspapers, Plaintiff Meganathan was employed in Chennai, India, where he worked as a welder. Plaintiff Meganathan was informed of the advertisement from a friend in India and attended the inforamatory meeting described in the advertisement.

58. Defendant Dewan Consultants instructed Plaintiff Meganathan that to apply for employment with Signal, he would be required to pay a registration fee of 760,000 Indian rupees (approximately \$16,826 USD) that could be paid in installments and would be divided amongst the Recruiter Defendants and Facilitator Defendants. Defendant Dewan Consultants informed Plaintiff Meganathan that this large sum of money amounted to a registration fee that would

enable Defendants Burnett and Pol to obtain a green card for him, which would enable his permanent residency within the United States.

59. Plaintiff Meganathan was later told by Defendant Dewan Consultants that the registration fee would be reduced to 600,000 rupees (approximately \$13,398 USD). Defendant Dewan Consultants instructed Plaintiff Meganathan that his first installment would be due after paying 2,000 rupees (approximately \$44 USD) for skills testing. Plaintiff Meganathan was told further that his first installment was to be made in separate checks payable to Defendant Burnett and Defendant Pol, each in the amount of \$1,428.57 USD and a cash payment of \$1,461 USD to Defendant Dewan for a total of \$4,318.04 USD.

60. In addition to the first installment, Plaintiff Meganathan was told that he would be required to pay 5,300 rupees (approximately \$117 USD) in processing fees for the U.S. consulate and 2,000 rupees (approximately \$44 USD) for a medical exam in Chennai. Plaintiff Meganathan was told further that his last installment was to be made in separate checks payable to Defendant Burnett and Defendant Pol, each in the amount of \$2,442 USD, as well as a cash payment of \$3,542 USD to Defendant Dewan for a total of \$8,426 USD.

61. In addition to paying the recruiting fees, Plaintiff Meganathan also provided paperwork and his passport to Defendant Dewan Consultants. Defendant Dewan Consultants informed Plaintiff Meganathan that it needed each of these items to schedule Plaintiff Meganathan's consular interview.

62. In reasonable reliance upon Defendant Dewan Consultants' explicit and repeated promises that he would receive a green card in exchange for paying the required recruiting fees, which would enable him and his family to obtain permanent residency, Plaintiff Meganathan undertook considerable economic, social, familial, and personal sacrifices to obtain the funds

necessary to cover the fees. Plaintiff Meganathan and his family are of modest means and were forced to borrow most of the money needed to pay his registration fee from lenders, who charged significant interest rates.

63. Defendant Dewan Consultants further told Plaintiff Meganathan that he would not get his passport back until he came to Mumbai, India, and paid the rest of the registration fees. Plaintiff Meganathan's conversation with Defendant Dewan Consultants caused him to reasonably believe that his passport would not be returned if he failed to make the remaining payments.

Recruitment of Saravanachlevan Narayanasamy

64. At the time that Defendant Dewan Consultants issued its advertisements for work in the United States, Plaintiff Narayanasamy worked in Singapore as a pipefitter. Plaintiff Narayanasamy was informed of Defendant Dewan Consultants' advertisement from a friend in India.

65. Though Plaintiff Narayanasamy's employment contract in Singapore was several years from expiring, he returned to India to pursue the opportunity to work at Signal in the United States.

66. Plaintiff Narayanasamy contacted Dewan Consultants by telephone in November 2006 and was instructed to travel to Chennai, India, to attend an informational meeting hosted by Dewan Consultants.

67. Defendant Dewan Consultants instructed Plaintiff Narayanasamy that to apply for employment with Signal, he would be required to pay a registration fee that could be paid in installments and would be divided among the Recruiter Defendants and Facilitator Defendants. Defendant Dewan Consultants instructed Plaintiff Narayanasamy to pay an initial installment of 35,000 rupees (approximately \$782 USD), payable to Dewan Consultants, prior to participating

in skills testing and being interviewed by the United States Consular Office. Plaintiff Narayanasamy made the payment as directed.

68. Plaintiff Narayanasamy was told further that he would also be required to pay an additional \$10,746 USD to Defendants Burnett and Pol. This amount was to be divided equally and issued in two separate checks (each in the amount of \$5,373 USD) made payable to Defendants Burnett and Pol. Defendant Dewan Consultants informed Plaintiff Narayanasamy that this large sum of money amounted to a registration fee that would enable Defendants Burnett and Pol to obtain a green card for Plaintiff Narayanasamy leading to his permanent residency within the United States. Indeed, the checks that Plaintiff Narayanasamy issued to Defendants Burnett and Pol each stated in the memo line "Processing Fee for Green Card."

69. In addition to paying the recruiting fees, Plaintiff Narayanasamy also provided paperwork and his passport to Defendant Dewan Consultants. Dewan Consultants informed Plaintiff Narayanasamy that it needed these items to schedule Plaintiff Narayanasamy's consular interview.

70. In reasonable reliance upon Defendant Dewan Consultants' explicit and repeated promises that he would receive a green card in exchange for paying the required recruiting fees, which would subsequently provide his family with a path to permanent residency, Plaintiff Narayanasamy undertook considerable economic, social, familial and personal sacrifices to obtain the funds necessary to cover the fees. Plaintiff Narayanasamy and his family are of modest means and were forced to borrow most of the money needed to pay his registration fee from lenders charging significant interest.

71. Shortly after making the first half of the two installment payments totaling \$10,746 USD to Defendants Burnett and Pol, Plaintiff Narayanasamy contacted Defendant

Dewan Consultants via telephone to express doubts about his ability to make the remaining payment and to seek the return of his passport.

72. A representative of Defendant Dewan Consultants refused to return Plaintiff Narayanasamy's passport and, instead, coaxed him into remaining in the recruiting process by assuring him that he could "take his time" to assemble the money necessary to pay the second installment of his recruiting fee.

73. Plaintiff Narayanasamy's conversation with Defendant Dewan Consultants caused him to reasonably believe that his passport would not be returned if he failed to make the remaining payments.

Recruitment of Saravanan Ramasamy

74. At the time Defendant Dewan Consultants' advertisements appeared in local newspapers, Plaintiff Ramasamy worked in Singapore as a pipefitter. Plaintiff Ramasamy was informed of the advertisements by a friend living in India.

75. Though Plaintiff Ramasamy's employment contract in Singapore was several years from expiring, the prospect of working in the United States with Signal was too enticing not to pursue. Plaintiff Ramasamy quit his job in Singapore and returned home to India to seek employment through Defendant Dewan Consultants..

76. In November of 2006, after returning home to India, another friend of Plaintiff Ramasamy's told him that Defendant Dewan Consultants was hosting an informational meeting in Chennai, India.

77. Plaintiff Ramasamy arrived at the meeting in Chennai and found himself in a waiting room crowded with dozens of other men also seeking employment and a better life in the United States. Plaintiff Ramasamy waited in line for several hours before he met with a representative from Defendant Dewan Consultants.

78. Defendant Dewan Consultants instructed Plaintiff Ramasamy that to apply for employment with Signal, he would be required to pay a registration fee that would be paid in installments and divided amongst the Recruiter Defendants and Facilitator Defendants. Defendant Dewan Consultants instructed Plaintiff Ramasamy that he must pay an initial installment of 35,000 rupees (approximately \$794 USD) prior to participating in skills testing and being interviewed by the United States Consular Office, payable to Dewan Consultants. Plaintiff Ramasamy made the payment as directed.

79. After paying the initial installment, Plaintiff Ramasamy was required to pay an admission fee of 2,000 rupees (approximately \$35 USD) in order to participate in the mandatory skills testing conducted by Defendant Dewan Consultants and Defendant Signal.

80. In subsequent meetings with Defendant Dewan Consultants, Plaintiff Ramasamy was told that he would also be required to pay an additional \$10,746 USD to Defendants Burnett and Pol. This amount was to be divided equally and issued in two separate checks (each in the amount of \$5,373 USD) made payable to Defendants Burnett and Pol. Defendant Dewan Consultants did not inform Plaintiff Ramasamy of the specific purpose of the payments, but he was instructed to write "Processing Fee for Green Card" on the memo line of the checks issued to Defendants Burnett and Pol.

81. In reasonable reliance upon Defendant Dewan Consultants' explicit and repeated promises that he would receive a green card in exchange for paying the required recruiting fees, providing him and his family with a path to permanent residency in the United States, Plaintiff Ramasamy undertook considerable economic, social, familial and personal sacrifices to obtain the funds necessary to cover the fees. Plaintiff Ramasamy's parents, convinced by Defendant Dewan Consultants' promises to their son of a generous salary and opportunity in the United

States, paid most of the registration fee by pawning their land, home, jewelry and other personal belongings. The remainder of the fee was paid through a private loan from an acquaintance of Plaintiff Ramasamy.

82. Plaintiff Ramasamy made all of the payments mandated by Defendant Dewan Consultants. Despite Plaintiff Ramasamy's requests, the Dewan Defendants refused to give him a receipt for any of the payments that he made.

83. In addition to paying the recruiting fees, Plaintiff Ramasamy also submitted paperwork and his passport to Defendant Dewan Consultants. Defendant Dewan Consultants informed Plaintiff Ramasamy that they needed these items to schedule Plaintiff Ramasamy's interview at the United States Consular Office.

84. Though the United States Consulate returned Plaintiff Ramasamy's passport to the Dewan Defendants shortly after his successful completion of the consular interview, Defendant Dewan refused Plaintiff Ramasamy's request to return his passport, stating that it was "best" if Defendant Dewan Consultants held onto his passport. Plaintiff Ramasamy reasonably believed that he had no choice other than to make the payments required by the Recruiter Defendants and to travel to the United States to work for Defendant Signal. In fact, Defendant Dewan Consultants did not return his passport until after he paid the final installment of his registration fee—mere hours before his departure for the United States.

Recruitment of Maruthamuthu Mayavu

85. Plaintiff Mayavu first heard about the job opportunity with Defendant Signal after seeing an advertisement in a Tamil newspaper in early 2006. Friends in India also told him about the job opportunity. Plaintiff Mayavu was working in Tamil Nadu, India, as a pipefitter at the time he saw the advertisement.

86. Plaintiff Mayavu called the phone number in the advertisement and spoke to an

employee of Defendant Dewan Consultants, who directed him to attend a May 2006 informational meeting in Chennai, India, to learn more about the work opportunity.

87. Plaintiff Mayavu attended the May 2006 meeting and was told by Defendant Dewan Consultants that he would have to pay 600,000 rupees (approximately \$13,284 USD) in recruitment and visa processing fees, after which he would be cleared for a job with Defendant Signal and would be eligible for a green card and permanent residency in the United States. Plaintiff Mayavu was also told that his wage with Defendant Signal would be \$22-25 USD per hour.

88. After this meeting, Plaintiff Mayavu attended a skills test in Chennai, India, in June 2006 which was held by employees of Defendant Dewan Consultants and Defendant Signal. Plaintiff Mayavu took and passed a written pipefitting test and was told to attend another meeting in Chennai, India, to make a down payment of 20,000 rupees (approximately \$443 USD).

89. In June 2006, Plaintiff Mayavu received a letter from Defendant Dewan Consultants informing him that he had been selected for employment with Defendant Signal and that the “company shall proceed with your H2B Visa & Employment Based Permanent Residence Visa for United States of America.” The letter also instructed Plaintiff Mayavu to obtain two demand drafts for 66,700 rupees (approximately \$1,430 USD) in the names of Defendants Burnett and Pol, respectively. Dated August 10, 2006, the memo line of these checks read “visa.”

90. Defendant Dewan Consultants informed Plaintiff Mayavu that he would not be granted an interview at the United States Consular Office until the full 600,000 rupees was paid. In reasonable reliance upon Defendant Dewan Consultants’ repeated promises that he would

receive a green card in exchange for paying the required recruiting fees, Plaintiff Mayavu undertook considerable economic, social, familial, and personal sacrifices to obtain the necessary funds. Because Plaintiff Mayavu and his family are of modest means, he had to borrow from multiple sources to cover the registration payments. Plaintiff Mayavu had to pawn his family's land and his wife's jewelry and borrow from a friend in order to cover the total cost. Interest rates for these loans were as high as three percent.

91. Plaintiff Mayavu attended another meeting with Defendant Dewan Consultants at the Park Hotel in Chennai, India, in August 2006. He was informed that he would have free room and board at Signal's worksite in the United States and that the company would process his green card application after ten months of work. He was also told by Defendant Dewan Consultants that he would have to pay an additional 4,200 rupees (\$93 USD) in visa fees before his interview.

92. Before Plaintiff Mayavu's November 2006 U.S. Consulate interview, he met with Defendant Dewan Consultants for interview preparations. Defendant Dewan Consultants instructed him to tell the consulate official that he intended to return to India on July 31, 2007. Defendant Dewan Consultants also told Plaintiff Mayavu to be sure that he did not mention the 600,000 rupees in recruitment fees that he had paid them. Plaintiff Mayavu's passport was retained by the consulate official after the interview.

93. After the consulate interview, Plaintiff Mayavu again met with Defendant Dewan Consultants, who told him that he would be cleared for a U.S. visa, but that his passport had been retained and that he would not receive it back until he had made all his payments, which included another two demand drafts for \$2,442 USD written out to Defendants Burnett and Pol. On November 18, 2006, Plaintiff Mayavu travelled to Mumbai, India, with these demand drafts in

hand. The memo line of these checks, dated November 16, 2006, read “employment based PR visa for USA.”

94. At this last meeting in Mumbai, Defendant Dewan Consultants gave Plaintiff Mayavu paperwork to sign for his forthcoming employment with Signal. The paperwork was all in English and Plaintiff Mayavu was only briefly told in his native tongue, Tamil, about the general contents of the documents. He boarded a flight for the United States the next day, November 19, 2006.

Successful Completion of the Consulate Interview

95. Plaintiffs were informed by Defendant Dewan Consultants that they needed to obtain H-2B visas to work for Signal.

96. The H-2B guest worker program permits U.S. employers to import foreign workers on short-term temporary visas to meet labor needs when employers attest that they cannot obtain U.S. workers to perform the jobs that are available.

97. H-2B visas, unlike green cards, are non-immigrant visas, are only valid for work with the specific employer listed on the visa and do not provide portable and/or transferable employment authorization for the bearer of the visa.

98. Each of Plaintiffs was informed that obtaining H-2B visas would not interfere with their green card applications.

99. In order to secure H-2B visas, Plaintiffs were required to be interviewed by United States Consular officers within Indian cities.

100. These consular interviews necessitated that Plaintiffs pay the costs of travel from their homes and/or current places of employment to Chennai, India.

101. Defendant Dewan Consultants, acting as Defendant Signal’s agents, required that Plaintiffs meet with them in these Indian cities prior to attending their consular interviews.

102. Prior to these meetings, upon information and belief, Defendant Dewan Consultants, Defendant Burnett and Defendant Pol discussed with Defendant Signal by e-mail, telephone, and/or in-person communications the topics to be discussed and the instructions to be given to Plaintiffs at these meetings.

103. At these pre-interview meetings, Defendant Dewan Consultants ensured that Plaintiffs were up-to-date on paying the fee installments required by their green card contracts.

104. Defendant Dewan Consultants required Plaintiffs to sign documents permitting Defendant Dewan to receive their visa-stamped passports from the consulate on behalf of each Plaintiff.

105. Defendant Dewan Consultants also instructed Plaintiffs as to what each should say during their consular interviews.

106. In particular, Defendant Dewan Consultants instructed Plaintiffs to not disclose the fact that they had paid a fee to Defendant Dewan Consultants for the processing of their green cards.

107. Defendant Dewan Consultants told Plaintiffs that if they did not follow these instructions regarding the interviews, Plaintiffs would not receive their visas and would forfeit all installments previously paid to Defendants, in addition to losing their opportunity to immigrate permanently to the United States.

108. In late 2006, after making their first installment payment, Plaintiffs were instructed by Defendant Dewan Consultants to report to the U.S. Consulate Office for interviews as a prerequisite to obtaining H-2B visas.

109. Plaintiffs completed their consular interviews, and were informed that they had been awarded H-2B visas.

110. During Plaintiffs' consular interviews, the Consular officials were in possession of Plaintiffs' passports.

111. Once Plaintiffs' visas were approved, Consular officials sent their passports, with H-2B visas affixed, directly to Defendant Dewan Consultants.

112. After receiving word that Plaintiffs' visas had been approved, Defendant Dewan Consultants made travel arrangements for Plaintiffs' trips to the United States.

113. In late May and early June of 2006, the Facilitator Defendants filed with the Mississippi Department of Employment Security, the Texas Workforce Commission, and the United States Department of Labor—by mail, electronic transmission and/or fax—the completed forms ETA 750 and attachments seeking permission to import and hire 590 foreign guestworkers under the auspices of 8 U.S.C. § 1101(a)(15)(H)(ii)(b), attendant regulations 8 C.F.R. § 214.2(h)(6) and 20 C.F.R. § 655.3 and associated administrative letters and/or guidance (commonly known as “the H-2B guestworker program”) on behalf of Defendant Signal.

114. Knowing that Signal's labor need was projected to be for at least two to three years, the Facilitator Defendants and Defendant Signal stated in these applications to the state workforce commissions and forms ETA 750 that Signal would employ workers from the period of October 1, 2006 to July 31, 2007. These applications were furnished with signatures by Signal executives swearing, under penalty of perjury, to the veracity of the information in these applications.

115. Defendant Signal sought these workers to perform various jobs essential to its marine fabrication services business, including welding and pipefitting.

116. Defendant Signal stated in the ETA 750 forms that its need for H-2B guestworkers was “peak load and a one-time occurrence” and that “the temporary workers will

work for the length of the prescribed dates of need, will be paid in accordance with the prevailing wage and will return to their home country at the end of employment.”

117. In the ETA 750 forms, Defendant Signal named the Facilitator Defendants as its agents for the purposes of preparing and submitting these applications to import H-2B guestworkers. The Facilitator Defendants prepared and submitted these applications on behalf of Signal.

118. At the time of filing the ETA 750 forms and attachments with the Mississippi Department of Employment Security, the Texas Workforce Commission, and the United States Department of Labor, Defendant Signal and the Facilitator Defendants knew that Signal projected the labor need that it sought to fill with foreign workers to be for at least two to three years.

119. At or around the time Defendant Signal and Facilitator Defendants filed the ETA 750 forms in May and June 2006, they repeatedly communicated by telephone, mail, e-mail, and/or fax to direct and coordinate recruitment of Indian workers to fill the anticipated H-2B guestworker jobs. Upon information and belief, Defendant Signal and/or Facilitator Defendants repeatedly communicated with Recruiter Defendants by telephone, mail, e-mail, and/or fax to direct and coordinate recruitment of Indian workers to fill the anticipated H-2B guestworker jobs.

120. Upon information and belief, in the course of telephone, fax, e-mail and/or mail communications occurring in the second half of 2006, Defendant Signal authorized Defendant Dewan Consultants to act as its agent in India for the purposes of recruiting Indian welders and pipefitters to fill the anticipated H-2B guestworker jobs at Signal’s facilities in Texas and Mississippi.

121. Upon information and belief, in the course of these communications, Defendant Signal further authorized Recruiter Defendants and Facilitator Defendants to represent that Signal would assume sponsorship of the pending and as-yet unsuccessful green card applications on behalf of, among others, Plaintiffs Narayanasamy, Ramasmay, Mayavu and Meganathan.

122. Defendant Signal authorized its agents to make these representations even though it knew or had reason to know that such visa extensions and green card applications would not be bona fide and valid under United States immigration law. Moreover, Defendant Signal authorized its agents to make these misrepresentations even though it did not have the intention at that time to apply for such visa extensions and/or green cards on behalf of all of the Indian H-2B workers, including Plaintiffs.

123. Plaintiffs would not have paid the exorbitant fees charged by Defendant Dewan Consultants for travel, green cards, visas and work opportunities had they known that Defendants' promises and representations were false.

The Labor Skills Test

124. At various times during the spring, summer and fall of 2006, employees of Defendant Signal traveled to various locations in India and tested the pipefitting skills of Plaintiffs Narayanasamy, Ramasamy, Mayavu and Meganathan in anticipation of employing them in the United States.

125. Plaintiffs paid the costs necessary to travel to the facilities where these tests were held.

126. Plaintiffs Ramasamy and Meganathan were required to pay a 2,000-rupee admission fee for the skills test.

127. Plaintiffs attended and passed these tests, which were overseen and graded by Defendant Signal's and/or Defendant Dewan's agents, employees and/or representatives.

128. Upon information and belief, prior to attending these meetings and testing sessions, Defendant Dewan Consultants, Defendant Signal, Defendant Pol and Defendant Burnett communicated in the second half of 2006 by phone, mail, fax and or e-mail to organize, plan, and coordinate the logistics and substantive content of these testing sessions.

Preparations for Departure from India and Arrival at Signal Operations in the United States

129. On or about July 20, 2006, and August 17, 2006, the United States Department of Labor approved Signal's labor certification applications for 590 H-2B workers for the period of October 1, 2006, through July 31, 2007.

130. In approving these labor certification applications, the United States Department of Labor relied upon the accuracy of the applications' stated 10-month period of labor need.

131. Upon information and belief, the Department of Labor is prohibited by its internal guidelines to grant labor certification applications without relying upon the application's statement of temporary labor need.

132. In late August and early September 2006, the United States Citizenship and Immigration Service ("USCIS") approved Signal's H-2B visa petitions for 590 H-2B workers for the period of October 1, 2006, through July 31, 2007.

133. In approving these visa petitions, the USCIS relied upon the accuracy of the petitions' stated 10-month period of labor need and the representation that Defendant Signal's need was based on a one-time, peak-load temporary demand.

134. The USCIS must, according to regulation, rely upon the stated period of the petitioner's labor need. *See* 8 C.F.R. § 214.2(h)(6)(ii)(B).

135. Defendant Signal, the Facilitator Defendants and the Recruiter Defendants knew that the stated period of need in Signal's applications for labor certifications and for H-2B visas were inconsistent with Signal's projected actual labor need. Therefore, Defendants knew that

each of these statements made to the government was false.

136. The Recruiter Defendants and the Facilitator Defendants used the H-2B visas that were obtained from the U.S. Government—on the basis of false statements by Defendant Signal and the Facilitator Defendants—to elicit payments of the second and/or third installment from Plaintiffs.

137. Plaintiffs entered the United States on H-2B guestworker visas, issued by the U.S. Government on the basis of false statements by Defendant Signal, the Facilitator Defendants and the Recruiter Defendants, in late 2006 and early 2007 for the purposes of working for Defendant Signal at its Pascagoula, Mississippi, and Orange, Texas, facilities.

138. Around the time of USCIS's visa approval, Plaintiffs made necessary preparations for travel to the United States on their H-2B visas for purposes of working for Signal. These preparations included and were not limited to: (i) paying to obtain necessary travel and legal documents; (ii) making payments to the U.S. Consulate, Recruiter Defendants, and Facilitator Defendants for mandatory H-2B visa and consular processing fees; (iii) attending H-2B visa interviews; and (iv) paying Recruiter Defendants for travel arrangements.

139. Once Plaintiffs' H-2B visas were formally approved and all Plaintiffs passed their labor skills tests, Defendant Dewan Consultants made arrangements for their personal travel to the United States.

140. Before Plaintiffs could leave for the United States, however, they were required to attend final meetings in Defendant Dewan Consultants' office in Mumbai, India.

141. These meetings took place mere hours before Plaintiffs Narayanasamy, Ramasamy, Mayavu and Meganathan were scheduled to depart to the United States. At this time, Defendant Dewan Consultants' office was teeming with anxious fellow Indian workers

awaiting departure to the United States.

142. At these meetings, Defendant Dewan Consultants collected final installment payments required by Plaintiffs' agreement with Defendant Dewan Consultants.

143. Defendant Dewan Consultants refused to return Plaintiffs' passports, which were in Defendant Dewan's possession since after Plaintiffs' H-2B visas were approved by U.S. Consular officials, until after Plaintiffs had paid the final installments and signed the mandatory paperwork.

144. Knowing that Plaintiff Narayanasamy only had a few hours to make his scheduled flight to the United States, Defendant Dewan Consultants demanded that Plaintiff Narayanasamy quickly sign mandatory documents, written only in English, without providing him an opportunity to review and understand their contents.

145. Without possession of their passports and within this intentionally rushed and hostile atmosphere, Plaintiffs had no reasonable opportunity to review, understand, negotiate, and/or make any changes to the documents presented to them. Moreover, all the paperwork was in English. Only after all remaining installments were paid and all paperwork was signed were Plaintiffs told, in their native tongues, the general contents of the documents. Plaintiffs speak only basic conversational English and could not read or understand the complex English-language documents that were provided to them.

146. Plaintiffs felt compelled to agree to Signal's terms, despite the fact that they were unable to comprehend the terms to which they were agreeing, in part because they understood that Signal would pay them at a rate of \$19 USD per hour for 40 hours per week, plus time-and-a-half (approximately \$28.5 USD per hour) for overtime of up to 20 additional hours per week. Since Plaintiffs did not understand that that \$1,050 USD would be deducted from their salary *per*

month for housing costs, or that they would be required to endure unhygienic and prison-like living conditions, they believed that the salary, along with eventual green cards, promised to them by Signal outweighed the fact that they understood very little information concerning the nature of their employment at the time.

147. Based on Defendant Dewan Consultants' threatening and coercive behavior during these pre-departure meetings in Mumbai, and based upon the extraordinary and increasing levels of debt that they had incurred to pay the Defendants Dewan Consultants, Burnett, and Pol for their green-card and H-2B visa arrangements, Plaintiffs reasonably believed that they had no choice other than to make the required payments and to travel to the United States to work for Defendant Signal.

148. At the time of Plaintiffs' hiring and departure, Defendant Signal was staffing Indian workers at its facilities in Pascagoula, Mississippi, and Orange, Texas.

149. Plaintiff Ramasamy was given a choice of working either at Signal's Pascagoula facility or its Orange facility before departing, and he selected the Orange facility.

150. Plaintiff Ramasamy flew to Houston, Texas, with approximately 20 other workers on January 31, 2007, via layovers in London and New York.

151. Plaintiff Narayanasamy flew to Houston, Texas, on January 24, 2007, without knowing his assigned Signal facility.

152. Plaintiff Meganathan flew to Houston, Texas, with approximately 30 other workers on December 11, 2006, via layovers in New York and Atlanta.

153. Plaintiff Mayavu flew to Mobile, Alabama, with other Indian workers on November 19, 2006, via layovers in New York and Atlanta.

154. Upon arrival in Houston, Texas, and Mobile, Alabama, Plaintiffs were greeted by

representatives from Defendant Signal.

155. The representatives divided the workers into two groups and assigned them to two separate buses. One bus departed for Pascagoula, Mississippi, while the other departed for Orange, Texas.

156. When Plaintiff Narayanasamy arrived in Houston and was sorted by the Signal representatives, he learned for the first time that he had been assigned to the facility in Orange.

Conditions at the Signal Facilities in Orange, Texas

The Camp Was “Like a Prison”

157. Defendant Signal’s labor camps were located in isolated, industrial areas miles removed from shopping areas, places of worship, or residential communities. The camps were enclosed by fences and accessible to Plaintiffs only by a single, guarded entrance.

158. At certain times during the week, an eight-passenger van made round-trip voyages to Wal-Mart. However, Defendant Signal required the van to be completely full before departure. Therefore, Plaintiffs had no practical ability to travel outside of the camp at will.

159. The gates at the labor camp were constantly monitored by security guards who were retained by Defendant Signal. Upon information and belief, some or all of these guards may have been obtained by Defendant Signal through Swetman Security Service, Inc. (“Swetman Security”), a private security company based in Mississippi.

160. Signal’s security guards monitored Plaintiffs’ arrival and departure from the facility by requiring them to show their employee identification badges and recording the times at which Plaintiffs entered and exited the camps. If an employee lost his identification badge, he was not allowed to leave the camp.

161. Signal’s security guards also searched Plaintiffs’ packages and bags when they entered the camps.

162. Defendant Signal's personnel and/or security guards also conducted surprise searches of the cramped and overcrowded bunkhouse trailers, which included searches of Plaintiffs' personal belongings.

163. Upon information and belief, Defendant Signal's security guards were present only to protect Defendant Signal, not to protect Plaintiffs. This was readily apparent to Plaintiffs.

164. Except on certain rare occasions, Plaintiffs were not permitted to receive visitors in the labor camps at any time.

Disease and Malnutrition

165. Up to 24 men were housed in *each* bunkhouse and made to sleep in two-tiered bunk beds. The bunk beds were so tightly packed in the bunkhouses that it was difficult for workers to move about in the narrow passageways between the bunks.

166. The tightly-packed bunks also facilitated the spread of disease, causing Plaintiff Narayanasamy and his bunkmates to become sick on multiple occasions.

167. The bunkhouses also had insufficient toilet and bathing facilities for 24 men, resulting in very long lines for the bathrooms before and after work shifts.

168. Privacy in the bunks was non-existent. Plaintiffs often experienced extreme difficulty with sleeping due to the constant noise that resulted from workers entering and leaving the bunks at different times for different work shifts throughout the day and night.

169. Plaintiffs took their meals in Defendant Signal's mess halls, which were only open during limited hours. Due to unhygienic kitchen conditions, Plaintiffs' coworkers frequently became ill, sometimes requiring hospitalization.

170. Plaintiff Meganathan lost a significant amount of weight due to the food offered at Signal's mess hall. Like many Indians, Plaintiff Meganathan had strict, religious dietary

restrictions that prevented him from eating pork, which made up the majority of dinners at the Signal camp.

171. Plaintiffs routinely went without dietary necessities such as daily servings of fruits and vegetables, as a result of scarce resources in the kitchen.

Signal Charged Each of Plaintiffs Approximately \$1,050 USD Each Month to Live in Inhumane Conditions

172. Defendant Signal deducted labor-camp fees of approximately \$35 USD per day (or \$245 USD per week, or approximately \$1,050 USD per month) from Plaintiffs' paychecks for the substandard living accommodations and meals that Plaintiffs endured.

173. Plaintiffs netted very little money after Defendant Signal made its deductions from Plaintiffs' paychecks for housing and meals.

174. Plaintiffs did not understand that housing and meal expenses would be deducted from their salary until they received their first paychecks. Plaintiffs never knowingly authorized these deductions.

175. Eventually, despite the fear of being punished for doing so, Plaintiffs complained and asked to live outside of the labor camps. Defendant Signal initially refused their request and subsequently told the workers that if they tried to live outside the camps, Signal still would deduct the full labor-camp fees from Plaintiffs' wages. As a result, Plaintiffs, still burdened by the debt they had incurred to pay the fees associated with their green card contracts, reasonably felt that they had no choice other than to continue living in the Signal camps.

Plaintiffs Experienced Other Discrimination by Signal and its Employees Due to Their Race, Ethnicity, Religion, and Alienage

176. Defendant Signal only housed Indian H-2B workers, like Plaintiffs, in its labor camps, which were referred to by Signal employees and management as the "reservation(s)." Upon information and belief, workers of non-Indian descent were neither required nor allowed to

live in and/or pay for living accommodations at Defendant Signal's labor camps.

177. Defendant Signal subjected Plaintiffs to skills testing and re-testing and persistently threatened Plaintiffs with on-the-job discipline, layoffs, and periods without work and pay. Plaintiffs also were exposed to a work environment in which they were forced to endure a lack of safety precautions, unfavorable job assignments, evaluation processes, and other adverse employment actions to which non-Indian and U.S. citizen workers were not similarly subjected.

178. Plaintiff Meganathan was terminated on June 20, 2007, because he received an average performance rating of "5" on a performance evaluation to which he was never told he would be subjected while still in India. Upon information and belief, these sudden "performance evaluations" were implemented by Signal—after Plaintiffs arrived in the United States and began working—as a pretext to cutting its workforce to avoid fulfilling its promise to Plaintiffs to help them obtain green cards. Although a rating of "6" would have been a passing score, Plaintiff Meganathan's average was lowered to a "5" because he received a rating of "2" for safety. Plaintiff Meganathan disagrees with Defendant Signal's performance rating and believes that the score was not objective, and was, at least to some degree, discriminatory.

179. Signal personnel and management regularly threatened Plaintiffs and other H-2B workers that if they did not continue working for Signal, or did not work according to Signal's rigid terms, Plaintiffs and other Indian H-2B workers would be deported back to India.

180. Signal personnel and management also told Plaintiffs that if they ventured outside of the labor camp they were likely to be "shot for their money."

181. Signal personnel and management further told Plaintiffs that if they left the labor camp and encountered trouble with law enforcement, they would likely be deported, and that

Defendant Signal would be unable to assist them.

182. In the isolated and guarded atmosphere of the labor camps, grappling with the crushing debts they had incurred to come to the United States, and fearful of the perceived dangers that existed outside of their fenced-in housing site, Plaintiffs reasonably felt that Signal's statements were threatening and felt forced to live in the bunkhouses and continue working for Signal, despite terrible living and working conditions.

183. Plaintiffs' continuing dependence upon Defendant Signal for their present and future immigration status and their continuing high levels of indebtedness, along with the prison-like living conditions that they had been exposed to at Signal's Orange and Pascagoula facilities, reasonably caused Plaintiffs to fear serious harm and/or abuse of the legal process if they were to leave Signal's employ.

184. Under these circumstances, Plaintiffs reasonably felt like they had no choice but to continue working for Signal under these conditions.

The Defendants' False Promise to Help Plaintiffs Get Green Cards Comes to Light

185. At various times relevant to Plaintiffs' claims, Defendant Signal refused to confirm whether valid H-2B visa extensions had, in fact, been obtained for Plaintiffs. This coerced Plaintiffs to continue working for Signal in the hope that Signal would finally resolve their uncertain immigration statuses.

186. On multiple occasions, Plaintiffs asked the Orange camp manager, who was known as "Ravi," about the statuses of their green cards. Ravi, an agent of Defendant Signal, always told Plaintiffs that they had to wait without giving them any further updates or information.

187. Since first contracting with Defendants in India, Plaintiffs have yet to receive from Defendants the green cards that Defendants promised them. Despite clear contractual

provisions requiring them to do so, Defendant Dewan Consultants, Defendant Pol, Defendant Burnett and Defendant Signal have refused to refund any of the Plaintiffs' money, which was paid to Defendants for the express purpose of processing and obtaining green cards and visas for Plaintiffs, as Defendants had promised.

Conditions at the Signal Facilities in Pascagoula, Mississippi

188. Plaintiff Mayavu began work in Pascagoula in November 2006.

189. As Defendant Signal had done in Orange, Texas, it constructed a cramped, unhygienic, and remote labor camp in Pascagoula, Mississippi, specifically to house Plaintiffs and other similarly-situated Indian H-2B Signal workers.

190. Similar to Plaintiffs' thoughts upon arrival at Defendant Signal's Orange, Texas, camp, Plaintiff Mayavu's first impression of the Pascagoula labor camp was that it more closely resembled a place to house animals rather than humans.

191. Upon entering the trailer "bunkhouses," Plaintiff Mayavu was shocked to discover that he would be housed in cramped bunkhouses overflowing with dozens of fellow Indian H-2B workers.

192. Plaintiff Mayavu had never been forced to share living quarters with more than three or four other people at a time, even in India, and he was dismayed about how his new life in the United States was starting.

193. Similar to Defendant Signal's Orange, Texas, labor camp, the bunk beds in the trailers were packed so close together at the Pascagoula camp that it was difficult for the Indian workers living there to move, let alone have any privacy.

194. Due to multiple work shifts, workers were constantly entering and exiting the crowded bunkhouses, making it extremely difficult for Plaintiff Mayavu to sleep at any time of

day or night.

Unhygienic, Disease-Ridden Living Conditions

195. Given the close quarters and the lack of adequate toilet and shower facilities, the trailers were highly unsanitary, and sickness, infection and disease spread rampantly. Similar to conditions at the Orange labor camp, dozens of men were forced to share only four showers and two toilets, and often waited in long lines to use these facilities.

196. Plaintiff Mayavu developed a groin infection due to the unhygienic conditions at the Pascagoula labor camp. He was forced to pay doctors' fees out-of-pocket because Defendant Signal provided insufficient healthcare coverage.

197. Plaintiff Mayavu took meals in Defendant Signal's mess halls, which were only open during limited hours. Due to unhygienic kitchen conditions, Plaintiffs frequently became ill, sometimes requiring hospitalization. Like many Indians, Plaintiff Mayavu is a vegetarian and often found that Signal's meal options did not accommodate his dietary needs. On one occasion, he was hospitalized for severe diarrhea resulting from the food served by Defendant Signal.

Armed Guards, Deportation Threats, and Forced Detention

198. Similar to the facilities at the Orange labor camp, the Pascagoula camp included on-site security guards retained by Defendant Signal.

199. Plaintiff Mayavu was constantly monitored by these guards, who closely observed his arrival and departure. Plaintiff Mayavu was required to show his employee identification badge each and every time he entered Signal's Pascagoula camp.

200. Upon information and belief, Defendant Signal's security guards were there to protect Defendant Signal, not to protect Plaintiff Mayavu or any of the other Indian workers.

201. Signal personnel and management regularly threatened Plaintiff Mayavu and other Indian H-2B workers that if they did not continue working for Signal, and did not work

according to Signal's terms, they would immediately be fired and/or deported back to India.

202. On one occasion, Plaintiff Mayavu was hospitalized after an allergic reaction to smoke at the jobsite, causing him to take a day off from work to recover. Plaintiff Mayavu's foreman threatened to fire him for this time away from the job.

203. Plaintiff Mayavu took these threats seriously, in part because of a frightening incident in March 2007 when armed guards stormed into the trailers looking for five fellow H-2B Indian workers who were particularly vocal in complaining about the living conditions and who demanded answers to immigration questions. One worker, Sabulal, often voiced all the Indian H-2B workers' complaints, including those of Plaintiff Mayavu, when he repeatedly asked about visa extensions and green cards.

204. At 5:00 a.m. one morning, Plaintiff Mayavu watched these armed guards round up Sabulal and four other Indian H-2B workers and lock them up before preparing to fire and deport them. Realizing that he was about to be deported back to India, Sabulal attempted to commit suicide by slitting his wrists. Plaintiff Mayavu saw blood all over the facility and witnessed Sabulal being taken away in an ambulance.

The Defendants' False Promise to Help Plaintiff Mayavu Get A Green Card Comes to Light

205. Though Plaintiff Mayavu felt helpless and scared before the incident with Sabulal, he was outright terrified afterwards. Nevertheless, he did not know what other choice he had other than to continue to work for Signal, especially considering his significant debt and his belief that Defendant Signal would do what it promised and obtain a green card for him. Plaintiff Mayavu remarked that he had so much debt that he felt like a slave while he was working for Signal.

206. Plaintiff Mayavu's continued dependence upon Defendant Signal for his present

and future immigration status and his continued high levels of indebtedness reasonably led him to fear abuse of the legal process, including, but not limited to, deportation, if he tried to leave Signal's employ. Moreover, after the incident with Sabulal, Plaintiff Mayavu also began to reasonably fear serious bodily harm if he attempted to leave Signal's employ.

207. Plaintiff Mayavu had no idea how to get another job in the United States, nor did he understand how changing jobs might affect his immigration status.

208. Under these circumstances, Plaintiff Mayavu reasonably believed that he had no choice other than to continue working for Signal.

209. At various times relevant to Plaintiff Mayavu's claims, Defendant Signal refused to confirm whether a valid H-2B visa extension had, in fact, been obtained for him. This coerced him to continue working for Signal in the hope that Signal would finally resolve his uncertain immigration status.

210. The Pascagoula camp manager, "Rhonda," an employee and agent of Defendant Signal, often ignored Plaintiff Mayavu's inquiries about his immigration status and immigration documents.

211. After completing approximately 16 months at the Pascagoula facility, Plaintiff Mayavu and several other Indian H-2B workers finally realized that Signal would not be offering them the promised green cards. Knowing this, and knowing they would face severe financial and personal consequences for doing so, Plaintiff Mayavu and other Indian H-2B workers decided to quit rather than endure another day of abuses at the hands of Signal.

212. Plaintiff Mayavu never received from Defendants the green card that Defendants promised him. Despite clear contractual provisions requiring them to do so, Defendant Dewan Consultants, Defendant Pol, Defendant Burnett and Defendant Signal have not refunded any of

Plaintiff Mayavu's money, which was paid to Defendants for the express purpose of processing and obtaining a green card and visa for him, as Defendants had promised.

FIRST CLAIM FOR RELIEF

THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT OF 2003

**Violation of the Trafficking Victims Protection Reauthorization Act ("TVPRA"),
18 U.S.C. §§ 1584, 1589, 1590, 1592, 1594, 1595**

All Defendants

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

214. Plaintiffs bring these claims against the Signal Defendants, Recruiter Defendants, and Facilitator Defendants.

Authority for Civil Action

215. Plaintiffs are victims of violations of the following sections of Title 18, Chapter 77 of the United States Code: 18 U.S.C. §§ 1584, 1589, 1590, 1592 and 1594(a) and (b).

216. As set forth in 18 U.S.C. § 1595, Plaintiffs may bring a civil action against the perpetrators of these violations and "whoever knowingly benefits, financially or by receiving anything of value from participation in a venture which that person knew or should have known has engaged in a violation" of these provisions.

217. Signal Defendants, Recruiter Defendants, and Facilitator Defendants are perpetrators of violations of 18 U.S.C. §§ 1584, 1589, 1590, 1592 and 1594(a) and (b).

218. Recruiter Defendants and Facilitator Defendants knowingly benefited, financially or by receiving things and/or services of value, from participation in a venture which each Defendant knew or should have known constituted violations of 18 U.S.C. §§ 1584, 1589, 1590, 1592, 1594(a) and (b).

Forced Labor (18 U.S.C. § 1589)

219. Signal Defendants, Recruiter Defendants, and Facilitator Defendants attempted to and did subject Plaintiffs to forced labor in violation of 18 U.S.C. § 1589.

220. Signal Defendants, Recruiter Defendants, and Facilitator Defendants knowingly attempted to and did threaten Plaintiffs with serious harm in order to obtain the labor and services of Plaintiffs in violation of 18 U.S.C. § 1589(a)(2).

221. Signal Defendants, Recruiter Defendants, and Facilitator Defendants knowingly attempted to and did obtain the labor and services of Plaintiffs using a scheme, plan, or pattern that, in the totality of the circumstances, was intended to coerce and did, in fact, coerce Plaintiffs to believe that they would suffer serious harm if they were to leave the employ of Defendant Signal in violation of 18 U.S.C. § 1589(a)(4).

222. As set forth more fully above, the Signal, Recruiter, and Facilitator Defendants' scheme to bring Plaintiffs to the United States, to isolate Plaintiffs in deplorable living conditions, to limit Plaintiffs' outside contacts, to exaggerate the dangers "lurking outside" of Defendant Signal's housing site, to threaten deportation, to withhold from Plaintiffs information about their immigration statuses, to force Plaintiffs to assume an unreasonable amount of financial debt without details about the job opportunity or terms of the employment contract with Defendant Signal, to maintain Plaintiffs' debt, to cause serious harm to Plaintiffs' co-workers, and to unlawfully discriminate against Plaintiffs in violation of 42 U.S.C. § 1981, was designed to convince Plaintiffs that they would suffer serious harm, both physical and nonphysical, if they were to leave the employ of Defendant Signal or even to leave Defendant Signal's housing facilities.

223. Signal Defendants, Recruiter Defendants, and Facilitator Defendants retaliated

against Plaintiffs and Plaintiffs' co-workers for attempts to exercise their legal rights, threatened Plaintiffs with deportation, and deceived Plaintiffs about their immigration statuses in a manner that constitutes an abuse of law or the legal process under 18 U.S.C. § 1589(a)(3).

224. Signal Defendants, Recruiter Defendants, and Facilitator Defendants knowingly benefited financially from participation in a venture that they knew or should have known was engaged in these acts.

Sale into Involuntary Servitude (18 U.S.C. § 1584)

225. Signal Defendants, Recruiter Defendants, and Facilitator Defendants knowingly and willfully held Plaintiffs to involuntary servitude, as defined by the 22 U.S.C. §§ 7102(6)(a) and (b), in violation of 18 U.S.C. § 1584.

226. In violation of 18 U.S.C. § 1590, Signal Defendants, Recruiter Defendants, and Facilitator Defendants knowingly recruited, transported, harbored and/or obtained Plaintiffs for labor or services in furtherance of these Defendants' violation of 18 U.S.C. § 1584.

227. Signal Defendants, the Recruiter Defendants, and the Facilitator Defendants knowingly benefited financially from participation in a venture which they knew, or should have known, was engaged in these acts.

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

228. Signal Defendants, the Recruiter Defendants, and the Facilitator Defendants knowingly removed, confiscated, and possessed Plaintiffs' passports and visa papers in the course of a violation of and/or with intent to violate 18 U.S.C. §§ 1589 and 1594(a).

229. Signal Defendants, Recruiter Defendants, and Facilitator Defendants knowingly benefited financially from their participation in a venture which they knew, or should have known, was engaged in these acts.

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

230. Signal Defendants, Recruiter Defendants, and Facilitator Defendants knowingly recruited, transported, harbored, provided and/or obtained Plaintiffs so as to obtain their labor and services in violation of 18 U.S.C. §§ 1584, 1589, 1592, and 1594(a) and (b).

231. Signal Defendants, Recruiter Defendants, and Facilitator Defendants knowingly aided and abetted one another in a scheme to recruit, transport, harbor, provide and/or obtain Plaintiffs for labor and services in violation of 18 U.S.C. §§ 1584, 1589, 1592 and 1594(a) and (b).

232. Signal Defendants, Recruiter Defendants, and Facilitator Defendants knowingly benefited financially from participation in a venture which they knew, or should have known, was engaged in these acts.

**Attempt and/or Conspiracy to Violate 18 U.S.C. §§ 1584, 1589, 1590, 1592
(18 U.S.C. §§ 1594(a), (b))**

233. Signal Defendants, Recruiter Defendants, and Facilitator Defendants attempted and/or conspired to violate 18 U.S.C. §§ 1584, 1589, 1590, and 1592 in violation of 18 U.S.C. §§ 1594(b) and/or (b).

234. Signal Defendants, Recruiter Defendants, and Facilitator Defendants knowingly benefitted financially from participation in a venture which they knew, or should have known, was engaged in these acts.

Damages

235. As a direct and proximate result of the conduct of Signal Defendants, Recruiter Defendants, and Facilitator Defendants, Plaintiffs have suffered injuries to their persons and property, as well as other damages.

236. Plaintiffs are entitled to recover compensatory and punitive damages in an amount to be proven at trial, including attorneys' fees.

SECOND CLAIM FOR RELIEF

RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT

**Violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"),
18 U.S.C. §§ 1962(c) and 1962(d)**

All Defendants

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

238. Plaintiffs' allegations contained in Exhibit 1, appended to this Complaint, are incorporated herein by reference.

239. Plaintiffs' claims under RICO, 18 U.S.C. §§ 1961-68, are brought against all Defendants.

240. Plaintiffs are "persons" with standing to sue within the meaning of 18 U.S.C. § 1964(c).

241. Each of Defendants is a "RICO person" within the meaning of 18 U.S.C. § 1963(a)(1).

242. All Defendants and the United States Consular offices in India constitute an association-in-fact, and therefore an enterprise (the "RICO Enterprise I"), within the meaning of 18 U.S.C. § 1961(4).

243. Recruiter Defendants, Facilitator Defendants, and Signal Defendants are an association-in-fact, and therefore an enterprise (the "RICO Enterprise II"), within the meaning of 18 U.S.C. § 1961(4).

The RICO Enterprises

RICO Enterprise I

244. At all relevant times, RICO Enterprise I was an ongoing business relationship among all Defendants and the United States Consular officers in India, with the common purpose of recruiting, transporting, providing, processing, and obtaining foreign workers to work in shipyards in the United States, including in Signal's facility in Orange, Texas.

245. At all relevant times, RICO Enterprise I was engaged in interstate commerce in that its activities and transactions relating to the international and interstate movement of workers affected interstate commerce and frequently required travel and communications across state and international borders.

246. At all relevant times, the members of RICO Enterprise I functioned as a continuing unit.

247. At all relevant times, Defendants conducted, participated in, and conspired to conduct or participate in, the affairs of RICO Enterprise I through a pattern of numerous acts of racketeering activity in violation of 18 U.S.C. § 1962(c) and 18 U.S.C. § 1962(d), related by their common goal to recruit, obtain, transport, process, and provide workers through the use of fraudulent promises, exorbitant fees, forced labor, and trafficking.

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

- a. Involuntary servitude in violation of 18 U.S.C. § 1584;
- b. Forced labor in violation of 18 U.S.C. § 1589;
- c. Trafficking persons with respect to modern day slavery, involuntary servitude, and forced labor in violation of 18 U.S.C. § 1590;

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

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

f. Wire fraud to further their unlawful scheme in violation of 18 U.S.C. § 1343.

249. Defendants' engagement in the above-listed predicate acts in the conduct of affairs of RICO Enterprise I resulted in the individual financial gain of each Defendant at the expense of business, property, and personal injury to Plaintiffs.

RICO Enterprise II

250. At all relevant times, RICO Enterprise II was an ongoing business relationship among Defendants with the common purpose of selling United States green cards, visas, and work opportunities to Indian workers to convince such workers to pay fees and to travel to the United States to work for companies, including Defendant Signal.

251. At all relevant times, the members of RICO Enterprise II operated as a continuing unit.

252. At all relevant times, RICO Enterprise II was engaged in interstate commerce in that its activities and transactions relating to the sale of United States green cards, visas, and job opportunities affected interstate commerce.

253. At all relevant times, Defendants conducted or participated in, and conspired to conduct or participate in, the affairs of RICO Enterprise II through a pattern of numerous acts of racketeering activity in violation of 18 U.S.C. § 1962(c) and 18 U.S.C. § 1962(d), related by their common goal to sell United States green cards and work opportunities to Indian workers for the purposes of furnishing such workers for employment at Signal's operations.

254. Specifically, Defendants conducted or participated in the affairs of RICO

Enterprise II by engaging in the following predicate acts of racketeering activity under 18 U.S.C. § 1961(1):

- a. Involuntary servitude in violation of 18 U.S.C. § 1584;
- b. Forced labor in violation of 18 U.S.C. § 1589;
- c. Trafficking persons with respect to modern day slavery, involuntary servitude, and forced labor in violation of 18 U.S.C. § 1590;
- d. Mail fraud in violation of 18 U.S.C. § 1341; and
- e. Wire fraud in violation of 18 U.S.C. § 1343.

255. Defendants' engagement in the above-listed predicate acts in the conduct of affairs of RICO Enterprise II resulted in the individual financial gain of each Defendant at the expense of business, property, and personal injury to Plaintiffs.

Predicate Acts

Document Servitude: 18 U.S.C. § 1592

256. As set forth in the preceding paragraphs and Exhibit 1, Defendants, through RICO Enterprises I and II, knowingly and intentionally confiscated and possessed Plaintiffs' visa and immigration documents in violation of the TVPRA.

257. Defendants, through Enterprises I and II, willfully, knowingly, and intentionally committed and conspired to commit multiple predicate acts of document servitude in violation of 18 U.S.C. § 1592 and as set forth in Plaintiffs' First Claim for Relief.

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

258. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, through RICO Enterprises I and II, intentionally made and conspired to make false promises regarding green cards and other benefits in a scheme calculated to defraud Plaintiffs out of large sums of money.

259. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, through RICO Enterprises I and II, made and conspired to make false statements related to applications submitted to the U.S. Government for H-2B visas and false promises to Plaintiffs regarding green cards and other benefits in a scheme calculated to defraud Plaintiffs out of large sums of money.

260. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, through RICO Enterprises I and II, used the mails and wire communications, including communications via telephone, fax, internet and e-mail, on numerous occasions to further these fraudulent schemes.

261. As set forth in the preceding paragraphs and in Exhibit 1, Plaintiffs reasonably relied on these false statements made by Defendants through RICO Enterprises I and II, and Plaintiffs suffered injury as a result of such reliance and Defendants' ensuing conduct.

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

Pattern of Related Racketeering Acts

263. Defendants engaged in the racketeering activity and commission of predicate acts described in this Complaint repeatedly, beginning in 2003 and continuing at least through January 2009 with respect to approximately 590 Indian workers.

264. As set forth in the preceding paragraphs and in Exhibit 1, Defendants have committed at least two acts of racketeering activities in the past 10 years.

265. Upon information and belief, Defendant Signal sought new Indian temporary workers for employment at Signal who were potentially subject to similar racketeering activities.

266. Defendants, through RICO Enterprises I and II, implemented the racketeering acts

described in this Complaint to conduct their regular business activities.

267. Defendants' racketeering acts have or had similar purposes: to profit from the fraudulent recruitment and forced labor of Plaintiffs and other Indian workers, and to recruit, obtain, provide and maintain a consistent, submissive, isolated, and compliant Indian H-2B Worker labor force at Signal's operations.

268. Defendants' acts yielded similar results and caused similar injuries to Plaintiffs, including payment of high fees, assumption of significant interest-bearing debt, loss of real and personal property, lost work opportunities, lost or unpaid wages, and related legal fees.

269. As set forth in the preceding paragraphs and in Exhibit 1, Defendants' racketeering acts have or had similar participants: Recruiter Defendants, Facilitator Defendants, and Defendant Signal.

270. As set forth in the preceding paragraphs and in Exhibit I, Defendants, through RICO Enterprises I and II, directed their racketeering activities at similar victims: Indian workers who responded to Recruiter Defendants in search of promised green cards, economic opportunity, and stable employment in the United States.

271. Defendants' acts have or had similar methods of commission, such as common recruitment tactics, relatively consistent practices with respect to collecting payments from Plaintiffs and other Indian workers, and the use of similar employment practices and policies with respect to Plaintiffs and other Indian workers.

Injury

272. As a direct and proximate result of Defendants' willful, knowing, and intentional acts discussed in this section, Plaintiffs have suffered injuries to their persons and property including, but not limited to: exorbitant fees paid by Plaintiffs for green cards, visas, and other

immigration and recruitment-related services; interest on debts assumed by Plaintiffs to pay such fees; losses of personal and real property incurred in reliance on Defendants' fraudulent acts; lost and unpaid wages, lost employment opportunities, and other pecuniary losses to real or personal property.

273. Plaintiffs are entitled to an award of damages in an amount to be determined at trial, including treble damages and attorneys' fees and costs associated with this action.

THIRD CLAIM FOR RELIEF

FRAUD

All Defendants

274. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs.

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

276. As set forth in the preceding paragraphs, Defendants, individually and through their agents, employees and/or representatives, knowingly and/or recklessly failed to disclose material facts to Plaintiffs regarding the nature and terms and conditions of applications and opportunities for immigration status and employment in the United States.

277. Defendants and/or their agents, employees and/or representatives made these false statements with the intention that they induce Plaintiffs to pay the exorbitant fees requested by Recruiter Defendants and/or Facilitator Defendants and cause Plaintiffs to leave their homes and jobs in India and Singapore to travel to the United States to work for Defendant Signal.

278. In reasonable reliance upon Defendants' material misrepresentations regarding green cards and employment opportunities, Plaintiffs paid large sums of money to Dewan Consultants and/or Recruiter Defendants and/or Facilitator Defendants.

279. In reliance or reasonable reliance upon Defendants' material misrepresentations regarding green cards and employment opportunities, Plaintiffs sold and pawned personal and real property, took out interest-bearing loans, broke their existing employment contracts, and surrendered other employment opportunities in India.

280. In reliance or reasonable reliance upon Defendants' material misrepresentations regarding green cards and employment opportunities, Plaintiffs left their homes and jobs in India and Singapore to travel to the United States to work for Defendant Signal.

281. As a direct and proximate result of Defendants' negligent actions, Plaintiffs have been injured.

282. Plaintiffs are entitled to recover compensatory and punitive damages in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF

NEGLIGENT MISREPRESENTATION

All Defendants

283. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs.

284. As set forth in the preceding paragraphs, Defendants, individually and through their agents, employees, and/or representatives, supplied materially false information to Plaintiffs regarding the nature and terms and conditions of applications and opportunities for immigration status and employment in the United States.

285. Defendants supplied this information negligently, without exercising reasonable

care in communicating the information. Defendants had no reason to believe their representations about green cards and employment opportunities were true.

286. Defendants and/or their agents, employees, and/or representatives made these false statements with the intention that they induce Plaintiffs to pay the exorbitant fees requested by Recruiter Defendants and/or Facilitator Defendants and cause Plaintiffs to leave their homes and jobs in India and Singapore to travel to the United States to work for Defendant Signal.

287. Plaintiffs were entitled to rely upon Defendants' representations.

288. In reliance or reasonable reliance upon Defendants' material misrepresentations regarding green cards and employment opportunities, Plaintiffs paid large sums of money to Dewan Consultants and/or Recruiter Defendants and/or Facilitator Defendants.

289. In reliance or reasonable reliance upon Defendants' material misrepresentations regarding green cards and employment opportunities, Plaintiffs sold and pawned personal and real property, took out interest-bearing loans, broke their existing employment contracts, and surrendered other employment opportunities in India.

290. In reliance or reasonable reliance upon Defendants' material misrepresentations regarding green cards and employment opportunities, Plaintiffs left their homes and jobs in India and Singapore to travel to the United States to work for Defendant Signal.

291. As a direct and proximate result of Defendants' negligent actions, Plaintiffs have been injured.

292. Plaintiffs are entitled to recover compensatory and punitive damages in an amount to be proven at trial.

FIFTH CLAIM FOR RELIEF

BREACH OF CONTRACT

All Defendants

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

294. As set forth in the preceding paragraphs, Defendants, individually and through their agents, employees and/or representatives, offered to obtain permanent residence and immigration status for Plaintiffs in the United States within 18 to 24 months as well as steady work opportunities in the United States with Defendant Signal in exchange for (i) Plaintiffs' payment of exorbitant fees to Defendants and their employees, agents and/or representatives, and (ii) Plaintiffs' agreement to work for Defendant Signal.

295. Plaintiffs accepted Defendants' offers, paid the agreed upon fees and performed the agreed-upon work.

296. Defendants breached their contracts with Plaintiffs by failing to comply with their binding promises regarding permanent residence and immigration status.

297. In reliance upon these agreements, Plaintiffs paid large sums of money, incurred substantial debts, broke their existing employment contracts, surrendered other employment opportunities, and incurred other financial losses.

298. As a direct result of Defendants' breach, Plaintiffs have suffered damages.

299. Plaintiffs are entitled to recover compensatory damages in an amount to be proven at trial.

SIXTH CLAIM FOR RELIEF

DECLARATORY JUDGMENT

All Defendants

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

301. Defendants Signal International, L.L.C. and Signal International, Inc., are and function as, the alter egos of Signal International Texas, G.P. and Signal International Texas, L.P.

302. Defendant Global Resources is, and functions as, the alter ego of Defendant Pol.

303. Defendant Dewan Consultants is, and functions as, the alter ego of Defendant Dewan.

304. Defendants Burnett Law Offices and Gulf Coast Immigration are, and function as, the alter ego of Defendant Burnett.

305. A real and actual controversy exists between Plaintiffs and Defendants, which is justiciable in character and concerns the trafficking of Plaintiffs, breach of contract, fraud and negligent misrepresentation. Plaintiffs are entitled to a judgment under 28 U.S.C. § 2201 declaring the alter egos referenced above.

306. A declaratory judgment is necessary to preserve the rights of the Plaintiffs who were victims of Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request the following relief:

- a. Declaratory relief;
- b. Compensatory relief, including prejudgment interest;
- c. Punitive damages;

- d. Treble damages as authorized by RICO, 18 U.S.C. § 1964(c);
 - e. An award of reasonable Plaintiffs' costs, including attorneys' fees and costs;
 - f. A finding of alter ego between Signal International Texas, G.P., and Signal International Texas, L.P.;
 - g. A finding of alter ego between Signal International Texas, L.P., and Signal International, L.L.C.;
 - h. A finding that Signal International, Inc., is the successor in interest to Signal International, L.L.C., or in the alternative, a finding of alter ego between Signal International, L.L.C., and Signal International, Inc.;
 - i. A finding of alter ego among Malvern C. Burnett, Gulf Coast Immigration Law Center, L.L.C., and Law Offices of Malvern C. Burnett, A.P.C.;
 - j. A finding of alter ego between Global Resources, Inc., and Michael Pol;
 - k. A finding of alter ego between Sachin Dewan and Dewan Consultants Pvt. Ltd.;
- and
- l. Such additional and further relief as the Court may deem proper and just.

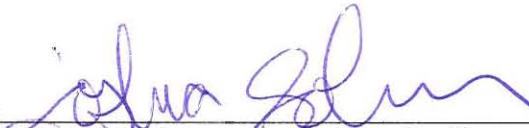
DEMAND FOR JURY TRIAL

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 7, 2013

Respectfully submitted,

DLA PIPER LLP (US)

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