U.S. Department of Homeland Security
U.S. Citizenship and Immigration Services
Administrative Appeals Office (AAO)
20 Massachusetts Ave., N.W., MS 2090
Washington, DC 20529-2090

(b)(6)

U.S. Citizenship and Immigration Services

DATE: DEC 0 1 2014 Office: VERMONT SERVICE CENTER FILE:

IN RE: Applicant:

APPLICATION: Application for T Nonimmigrant Status under section 101(a)(15)(T)(i) of the Immigration and Nationality Act, 8 U.S.C. § 1101(a)(15)(T)(i).

ON BEHALF OF APPLICANT:

INSTRUCTIONS:

Enclosed please find the decision of the Administrative Appeals Office (AAO) in your case.

This is a non-precedent decision. The AAO does not announce new constructions of law nor establish agency policy through non-precedent decisions. If you believe the AAO incorrectly applied current law or policy to your case or if you seek to present new facts for consideration, you may file a motion to reconsider or a motion to reopen, respectively. Any motion must be filed on a Notice of Appeal or Motion (Form I-290B) within 33 days of the date of this decision. **Please review the Form I-290B instructions at http://www.uscis.gov/forms for the latest information on fee, filing location, and other requirements.** *See also* 8 C.F.R. § 103.5. **Do not file a motion directly with the AAO**.

Thank you,

Ron Rosenberg
Chief, Administrative Appeals Office

DISCUSSION: The Acting Director, Vermont Service Center, ("the director") denied the application for T nonimmigrant status and certified her decision to the Administrative Appeals Office (AAO) for review. The director's decision will be affirmed.

The applicant seeks nonimmigrant classification under section 101(a)(15)(T)(i) of the Immigration and Nationality Act ("the Act"), 8 U.S.C. § 1101(a)(15)(T)(i), as a victim of a severe form of trafficking in persons. The director denied the application for failure to establish that the applicant was a victim of a severe form of trafficking in persons, was physically present in the United States on account of such trafficking and had complied with any reasonable request for assistance in the investigation or prosecution of such trafficking. On certification, counsel submits a brief and additional evidence.

Applicable Law

Section 101(a)(15)(T)(i) of the Act provides, in pertinent part, that an applicant may be classified as a T-1 nonimmigrant if he or she:

> (I) is or has been a victim of a severe form of trafficking in persons, as defined in section 103 of the Trafficking Victims Protection Act of 2000,
>
> (II) is physically present in the United States . . . on account of such trafficking, including physical presence on account of the alien having been allowed entry into the United States for participation in investigative or judicial processes associated with an act or a perpetrator of trafficking;
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> (III) (aa) has complied with any reasonable request for assistance in the Federal, State, or local investigation or prosecution of acts of trafficking or the investigation of crime where acts of trafficking are at least one central reason for the commission of that crime . . . ; and
>
> (IV) the alien would suffer extreme hardship involving unusual and severe harm upon removal . . . .

The term "severe forms of trafficking in persons" is defined, in pertinent part, as:

> the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.[1]

The regulation at 8 C.F.R. § 214.11(l) prescribes, in pertinent part, the standard of review and the applicant's burden of proof in these proceedings:

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[1] This definition comes from section 103(8) of the Trafficking Victims Protection Act of 2000 (TVPA), Pub. L. No. 106-386 (Oct. 28, 2000), which has been codified at 22 U.S.C. § 7102(8) and incorporated into the T nonimmigrant regulation at 8 C.F.R. § 214.11(a).

(1) *De novo review.* The Service shall conduct a de novo review of all evidence submitted and is not bound by its previous factual determinations as to any essential elements of the T nonimmigrant status application. . . . The Service will determine, in its sole discretion, the evidentiary value of previously or concurrently submitted evidence.

(2) *Burden of proof.* At all stages of the processing of an application for any benefits under T nonimmigrant status, the burden shall be on the applicant to present to the Service evidence that fully establishes eligibility for the desired benefit.

Pertinent Facts and the Applicant's Claims

The applicant is a citizen of the Philippines who entered the United States on August 31, 2007 as an H-1B nonimmigrant petitioned for by the City of County, . The applicant entered successive, school-year employment contracts as a teacher with commencing in September 2007 and ending in August 2013. In her April 15 and December 4, 2013 affidavits, the applicant provided the following account of her employment with and claimed trafficking by and its recruiters in the Philippines.

In February 2007, the applicant heard through a friend that the a recruiting agency in the Philippines was seeking teachers for positions overseas. The applicant submitted her resume and in March 2007 she paid $20 to attend a seminar and was interviewed by two representatives of The applicant passed the interview and attended an orientation with the owner of a recruiting company based in the United States, for all teachers who had passed their interviews. told the teachers they would leave in early August 2007 as soon as all papers and payments were processed. gave the teachers a list of fees and schedule of payments, the total cost of which was $8,750.

The human resources director gave each of the teachers a job offer, which the applicant immediately accepted and signed. The teachers were asked to state which grade level they preferred and the applicant picked middle school. indicated that they had initially planned to apply for J-1 exchange visitors' visas for the teachers, but would consider H-1B specialty occupation visas because they would last longer and lead to permanent residency. The applicant and the other teachers all requested H-1B visas even though they knew the cost would be more than that for a J-1.

The applicant recounted that her husband had recently left his job and she used his severance pay to cover the cost of having her transcript evaluated and part of her U.S. documentation fees. Although the applicant and her husband had originally planned to use his severance pay for their other financial obligations, they decided it was better for their family's future to pursue the applicant's employment with because the salary was almost ten times higher than her earnings in the Philippines. The applicant made the first payment of $875 in March 2007 and also paid for a training course the recruiters required the teachers to attend. To meet her subsequent scheduled payments, the applicant pawned her jewelry, withdrew funds from her credit cooperative and a credit card and borrowed money from her sister.

In May 2007, the applicant was told that was changing the visa application from a J-1 to an H-1B and she would have to pay the remaining fees of $6,000. The recruiters advised her to obtain a loan from and as soon as the agency received the approval notice for the applicant's visa, would pay the fees. The applicant was also told that she would have to open a joint checking account with a family member in the Philippines and issue 10 checks to as a guarantee for the loan. Rather than using the bank recommended by , the applicant opened an account with her sister in another province. The agreement was that upon arrival in the United States, the applicant would open a checking account and send nine checks of $977.14 each and one check of $983.01 beginning in October 2007 and ending in July 2008. Upon receipt of the applicant's U.S. checks, the guarantee checks from her account in the Philippines would be returned to her.

From June to August 2007 the applicant recounted suffering stress and anxiety because she had not received her visa petition approval notice, but had to file for a leave of absence from her teaching position in the Philippines where she was close to a promotion and a corresponding raise. The applicant repeatedly called the recruiters, but received no news regarding her visa petition until she went to their office in the third week of August and was told the approval notice had arrived three weeks ago. The applicant was told to immediately schedule her visa interview at the U.S. embassy and pay her departure fee of $875 so the recruiters could purchase her airline ticket.

On August 25, 2007, the applicant met with two staff who told her that she would share a room in a rented apartment with other Filipino teachers in the United States and gave her a list of related fees that had to be paid by the end of the next day. That afternoon, the applicant paid $1,206.73 and the next day gave her her passport and airline ticket. They told her and other teachers about the procedures at the airport and reminded them to make sure their salaries matched the salary schedule had stated in their job offers.

Upon arrival in the United States, the applicant and two other Filipino teachers were met by an representative who took them to their apartment. The applicant and two other teachers lived in a two-bedroom apartment and were later joined by a fourth teacher. The applicant indicated that she and her roommates paid $190 more than the actual rent for their apartment, but when they asked if the extra charges could be refunded to them, declined. In September, the applicant received two advance payments of her salary from to cover her expenses. After three months, the applicant and her roommates returned their rented furniture and housewares and obtained their own to save money. The applicant became depressed by the difficulties of her job and separation from her family in the Philippines and in December 2007, her husband joined her and in June 2008, their two children arrived.

The applicant's initial H-1B visa was issued only until June 30, 2008 and told her she would have to pay $1,000 for the visa to be renewed, but would deduct the money from her salary. Ten deductions were made from the applicant's salary from March to August 2008 for a total of $1,169.96. The applicant later realized that her new visa petition was not submitted until three months after began making deductions from her salary. The second visa petition was approved and the applicant's H-1B status was extended from July 1, 2008 to June 30, 2011.

In December 2010, notified the applicant and other Filipino teachers that it was time to extend their H-1B status again, but this time the teachers would have to pay the fee in full to attorney. The applicant paid the fee of $1,520 for herself and her family on January 18, 2011. The applicant contacted the attorney twice in April and May to check on the status of her and her family's petitions, but he responded in a rude manner. Two days before her status expired, the applicant contacted the attorney and decided to pay an additional $1,325 for premium processing on June 30, 2011. On August 17, 2011, the applicant learned her visa petition was approved and her H-1B nonimmigrant status was extended from July 1, 2011 to June 30, 2013.

The applicant recounted emotional, physical, psychological and financial hardships during her employment with . The applicant stated she frequently worked over eight hours a day and on weekends, breaks and days when the teachers were furloughed. The applicant recounted that her students were disrespectful, threatening, and prejudiced against her. On two occasions, students physically assaulted her and she had to attend juvenile court proceedings against them although her assistant principal thought the second incident was her fault and made her attend a classroom management course. The applicant's son and husband also experienced health problems requiring hospitalizations and surgeries, some of which were not covered by insurance. The applicant estimated that she paid $10,000 to her recruiters and had to obtain loans and credit cards to support her family during their first year in the United States. The applicant frequently wanted to quit her job, but could not because she had to support her family since her husband was unable to work while in H-4 nonimmigrant status as her dependent.

The applicant recounted additional hardship and disappointment after gave her and the other Filipino teachers hope of obtaining permanent employment and residency in the United States, but then terminated their sponsorship. The applicant did not learn of the termination until close to the expiration of her H-1B status, which gave her little time to secure new employment.

Victim of a Severe Form of Trafficking in Persons

Counsel claimed that the applicant was the victim of labor trafficking because and its recruiters forced her into involuntary servitude and peonage. After reviewing counsel's initial submission and response to a request for further evidence, the director determined the applicant was not a victim of a severe form of trafficking in persons because the record showed that she entered into a voluntary employment agreement with , was paid according to her contracts, satisfied the debt she incurred to pay her recruitment fees and because did not engage the applicant's services through force, fraud or coercion.

To establish that she was a victim of a severe form of trafficking by or its recruiters, the applicant must show that they recruited, harbored, transported, provided or obtained her for her labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery. *See* 22 U.S.C. § 7102(8); 8 C.F.R. § 214.11(a) (defining the term "severe forms of trafficking in persons"). While it is clear that obtained the applicant's services as a teacher, to establish a severe form of human trafficking, she must also demonstrate two essential elements: a means (force, fraud or coercion) and an end (involuntary

servitude, peonage, debt bondage or slavery). The record in this case fails to establish either of these elements.

On certification, counsel claims the applicant "experienced Coercion, Peonage and Threatened Abuse of Law or Legal Process during her recruitment and employment with the District ," which "fraudulently induced [her] to take on substantial debt . . . with promises of a better life and the prospect of permanent residence." Counsel's claims and the additional evidence submitted on certification do not establish the applicant's eligibility. The record shows that petitioned for the applicant's H-1B visa and employed her as a teacher, but the relevant evidence does not establish that they did so through fraud or coercion for the purpose of subjecting the applicant to peonage.

No End: No Peonage or Involuntary Servitude

As used in section 101(a)(15)(T)(i) of the Act, the term peonage is defined as "a status or condition of involuntary servitude based upon real or alleged indebtedness." 8 C.F.R. § 214.11(a). Involuntary servitude is defined, in pertinent part, as "a condition of servitude induced by means of any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such condition, that person . . . would suffer serious harm or physical restraint; or the abuse or threatened abuse of legal process." *Id.* Servitude is not defined in the Act or the regulations, but is commonly understood as the condition of being a servant or slave, or a prisoner sentenced to forced labor. *See* BLACK'S LAW DICTIONARY (B.A. Garner, ed.) (9th ed. 1999). In this case, the relevant evidence shows that the applicant was employed and compensated by as a teacher pursuant to successive employment contracts from September 2007 to June 2013. The record lacks evidence that or its recruiters ever subjected the applicant to any "condition of servitude," the underlying requisite to involuntary servitude and peonage.

The applicant submitted copies of five school-year employment contracts between her and All five contracts state that the applicant would be paid semi-monthly on a twelve-month basis pursuant to the salary schedule approved by the Georgia Board of Education based on the applicant's certification level and years of experience as noted on the contract. Copies of the applicant's federal income tax returns and Forms W-2, Wage and Tax Statements show that she earned $15,184 in September through December 2007; $49,349 in 2008; $47,561 in 2009; $46,949 in 2010; $48,396 in 2011; and $48,924 in 2012. The contracts show that when she began her employment with in 2007, the applicant had 13 years of experience and she was credited with an additional year of experience upon each successive employment agreement. The applicant's contracts, income tax returns and wage statements show that she entered into successive employment agreements with and was paid for her work accordingly. In her affidavits and her Employee Personal Interview Statement to the Department of Labor, the applicant also indicated that she received health insurance for herself and family and was offered the same benefits as other employees. The record lacks any evidence that or its recruiters actually or intended to subject the applicant to a condition of servitude.

The record also does not show that or its recruiters actually or intended to subject the applicant to peonage through involuntary servitude based on real or alleged indebtedness. In her affidavits, the applicant stated that her recruiters gave her a list of fees totaling $8,750, but that

because salary offer was almost ten times her earnings in the Philippines, she and her husband decided that it was best for their family's future for her to accept the offer. The applicant explained that she paid all of the fees with personal funds and private loans. The applicant's bank statements and a letter from her sister show that she timely repaid her loan from within her first year in the United States. A notarized letter from the applicant's sister-in-law also states that in August 2007, the applicant repaid their personal loan to her to cover some of her fees before she left the Philippines. The applicant further recounted that she paid her recruiters for all of her initial housing costs shortly before and after her arrival in the United States and that she eventually obtained her own housing when her family joined her.

The applicant stated that after her arrival in the United States, she also paid the costs for her and her family's subsequent visa petitions, first through payroll deductions and then through direct payments. She recounted enduring financial pressures related to her family's medical and other living expenses during her employment with and the applicant submitted credit union and loan statements indicating that she obtained four personal loans, two of which are identified as vehicle loans. The statements show that the applicant made her payments as scheduled and do not show any arrearages.

The preponderance of the evidence shows that recruiters advised her of all the costs associated with her recruitment, visa petition and application, travel to and initial housing in the United States. The applicant voluntarily secured loans to pay some of her costs and the record shows that she was able to timely repay her initial loans within her first year in the United States. The applicant took on additional personal loans to cover her and her family's living expenses in the United States, but the record does not show that any of her accounts are in arrears or that induced her to obtain those personal loans. While improperly required the applicant to pay the fees for her H-1B visa petitions, the relevant evidence does not show that forced the petitioner into indebtedness to cover those costs. Consequently, the record does not demonstrate that or its recruiters subjected or intended to subject the applicant to peonage through involuntary servitude based on real or alleged indebtedness.

De novo review of the record, as supplemented on certification, fails to show any actual or intended condition of servitude or real or alleged indebtedness to or its recruiters. Consequently, the record does not demonstrate the claimed end of the alleged trafficking: peonage.

No Means: No Force, Fraud or Coercion

The record also does not evidence the means requisite to the applicant's trafficking claim. Counsel claims that and its recruiters engaged in coercion through their abuse of U.S. immigration law "by improperly using the H-1B visa system to force [the applicant] to take on a huge amount of debt." Coercion is defined as: "threats of serious harm to or physical restraint against any person; any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or the abuse or threatened abuse of the legal process." 8 C.F.R. § 214.11(a).

Counsel asserts that and its recruiters coerced the applicant by violating Department of Labor regulations regarding the H-1B program. Receipts, bank statements and a account statement show that the applicant paid the costs for her initial and subsequent H-1B visa petitions. Media reports show that all teachers were furloughed for three days in 2009 and five days in 2010. The applicant also stated that she and other teachers were not paid for the furloughed days and that they were not granted a step increment in their salaries during those years. Her tax returns and wage statements show her income decreased from $47,561 in 2009 to $46,949 in 2010. The record thus indicates that and its recruiters may have violated Department of Labor regulations by requiring the applicant to pay the costs for her H-1B visa petitions and by not compensating her for the days she was furloughed. *See* 20 C.F.R. § 655.731(c)(7) (employer must pay employee for time when employee is not working due to a decision of the employer); *Id.* at § 655.731(c)(9)(iii)(C) (employer not authorized to deduct H-1B visa petition and attorney's fees or related costs from the employee's wages). However, as explained above, these violations did not compel the applicant to work by inducing her indebtedness. Rather, the applicant paid for her H-1B visa and petitions through personal funds and a personal loan, which she repaid within her first year of employment. The relevant evidence does not show that any of or its recruiters' violations of the H-1B program regulations amounted to coercion through the abuse or threatened abuse of the legal process against the applicant.

The record also does not support counsel's claim that or its recruiters secured the applicant's services through fraudulent promises of lawful permanent residency. In her affidavits, the applicant recounted that at the time of her job offer in the Philippines, a representative expressed hope that they could obtain H-1B visa petitions for the teachers because they would be valid for a longer period of time than J-1 visas and because the H-1B leads to permanent residency. However, none of the documents the applicant submitted from or its recruiters reference any promise or obligation to secure lawful permanent residency for the applicant in the United States. The recruiter's statement of account and list of fees only reference costs associated with the nonimmigrant H-1B visa, the recruiter's fee, documentation, airfare to and housing in the United States. An pamphlet entitled "International Teacher Placement Program" only discusses the recruiter's services in identifying candidates and preparing selected individuals for teaching positions in the United States through nonimmigrant J-1 or H-1B visas. In addition, a February 9, 2007 letter from requests the recruiter's assistance in finding candidates for teaching positions for the 2007-2008 school year only and does not mention subsequent temporary or permanent employment for any selected teachers. The March 17, 2007 letter from offering the applicant a teaching position for the 2007-2008 school year as well as her subsequent employment contracts also contain no reference or promise to file an immigrant petition that would lead to lawful permanent residency for the applicant.

On certification, counsel nonetheless asserts that "dangled the prospect of a green card before [the applicant] to secure her labor, knowing that such a possibility would coerce her to continue working for the District." The record does not show that engaged in fraud or coercion regarding the permanent residency process. The relevant evidence shows that initially intended to petition for the H-1B teachers' permanent residency, but was ultimately unable to do so because unanticipated numbers of U.S. teachers applied for the positions and was unable to obtain the requisite labor certification showing that there were no qualified U.S. applicants for the

teaching jobs. Minutes from the October 5, 2011 meeting of the and an October 17, 2011 article from the show that the Board passed a measure to spend $186,600 to sponsor permanent residency for the foreign teachers. The Board meeting minutes specified the procedures, but Board members also stated: "There is no guarantee that LPR [lawful permanent residency] will be granted at the conclusion of the process," and affirmed "this is a necessary decision that we must base on the needs of our students and the fact that these folks have given good service to us at a time when we needed it. We will continue to support [sic] if we are not able to fulfill those needs through the national searches." A February 3, 2012 letter addressed to "International Teachers" from attorney also advised them of the status of the prevailing wage determinations and labor certification process.

Despite these initial efforts, was ultimately unable to secure the labor certification prerequisite to obtaining permanent residency for the foreign teachers. The applicant submitted two letters from dated May 14 and June 4, 2012 explaining that had received unfavorable prevailing wage determinations regarding the teaching positions, the initial step in the labor certification process required before the corresponding employment-based immigrant visa petitions could be filed with U.S. Citizenship and Immigration Services (USCIS). The letters stated that the unfavorable determinations "did not necessarily mean" that would not pursue further employment or permanent residence for the teachers upon expiration of their H-1B status and that was considering its options and would inform the teachers of their decision as soon as possible. Electronic mail correspondence dated in the Spring of 2012 between counsel and an attorney representing some of the H-1B teachers as well as an October 22, 2012 newspaper article also confirm the unfavorable prevailing wage determinations and show that when advertised for the teaching positions, an unanticipated number of U.S. teachers applied and could not certify that there were no qualified U.S. applicants for the positions. The record thus shows that did not engage in fraud to obtain the applicant's services, but that it initially appropriated funds and began the process to secure permanent residency for the H-1B teachers, but never guaranteed success and was ultimately unable to complete the process.

Finally, the record does not support counsel's claim that trafficked the applicant through force or coercion involving physical restraint by restricting her movement and preventing her from seeking employment elsewhere. The applicant claims retained the Form I-797 approval notice of her initial H-1B visa petition, but the record contains a copy of the applicant's passport and all the Form I-797 approval notices of H-1B petitions for the applicant dated August 3, 2007, October 17, 2008 and August 16, 2011 and showing that she was granted continuous H-1B nonimmigrant status for six years since her entry on August 31, 2007 through June 30, 2013. Even if the applicant obtained the notices after retaining present counsel, she did not indicate that she ever asked for copies and she recounted contacting USCIS to inquire on the status of her final petition, indicating that she was aware of the process and how to obtain information regarding her status.

Counsel also claims that did not permit the applicant to seek alternative employment or other legal counsel to assist in her visa processing. However, the applicant was the beneficiary of three H-1B visa petitions filed on her behalf and the attorneys who filed the visa petitions were retained by as the petitioner, not the applicant as the beneficiary. *See* 8 C.F.R. § 103.2(a)(3) (a petitioner may be represented by an attorney, but a beneficiary of a petition is not a recognized

party to the petition). In addition, the applicant was employed pursuant to yearly contracts with and she did not indicate that she ever sought or considered employment elsewhere before signing each successive contract, even after the serious difficulties she experienced on the job beginning in her first year.

The record also lacks any evidence that or its recruiters otherwise controlled the applicant's movement and personal freedom. The applicant claimed restricted her movement because during the periods when her subsequent H-1B petitions were pending, she was unable to renew her driver's license, yet the applicant recounted receiving rides from friends and taking public transportation during those times. The applicant also stated that she secured her own housing after her family joined her in the United States and did not indicate that ever forcibly restrained her by other means. The record thus does not show that or its recruiters secured the applicant's services through fraud, force or coercion through physical restraint.

Summary: No Severe Form of Trafficking in Persons

The record documents the applicant's employment with but does not establish that or its recruiters ever subjected the applicant to a severe form of trafficking in persons. The record indicates that due to the uncertainty of whether her employment contract and H-1B status would be renewed, the hardships and challenges of her job and her and her family's illnesses and medical treatment, the applicant was under considerable financial pressure to support herself and her family and she suffered from stress, insomnia, anxiety and depression. The record also indicates that and its recruiters may have violated certain provisions of the Department of Labor regulations regarding the H-1B program, but there is no evidence that they ever subjected or intended to subject the applicant to involuntary servitude or peonage. The record shows that petitioned for the applicant's H-1B nonimmigrant status three times and employed her as a teacher from 2007 to 2013 pursuant to yearly contracts under which she was paid between $46,949 and $49,349 each year. The relevant evidence does not establish that or its recruiters obtained the applicant's services through force, fraud or coercion for the purpose of subjecting her to involuntary servitude, peonage, debt bondage, or slavery. Consequently, the applicant has not demonstrated that she was the victim of a severe form of trafficking in persons, as required by section 101(a)(15)(T)(i)(I) of the Act.

Physical Presence in the United States on Account of Trafficking

The applicant has failed to overcome the director's determination that she is not physically present in the United States on account of the claimed trafficking. As discussed above, the record does not show that the applicant was the victim of a severe form of human trafficking and she consequently cannot show that she is physically present in the United States on account of such trafficking, as required by section 101(a)(15)(T)(i)(II) of the Act.

Assistance to Law Enforcement Investigation or Prosecution of Trafficking

The applicant has also not overcome the director's determination that she has not complied with any reasonable request for assistance in the investigation or prosecution of acts of trafficking or the investigation of associated crime, as required by section 101(a)(15)(T)(i)(III) of the Act. Primary

evidence of this compliance is an endorsement from a Law Enforcement Agency (LEA), although USCIS will consider credible secondary evidence where the applicant demonstrates his or her good-faith, but unsuccessful attempts to obtain an LEA endorsement. 8 C.F.R. § 214.11(h). Counsel submitted copies of letters sent on the applicant's behalf to U.S. Immigration and Customs Enforcement (ICE) requesting deferred action and to the U.S. Department of Labor seeking law enforcement certification for U nonimmigrant status and reporting a claimed violation of the H-1B provisions. The record also contains the applicant's Personal Interview Statement to the Wage and Hour Division of the U.S. Department of Labor (Form WH-31). These documents evidence the applicant's attempts to notify these agencies of her claims, but the record fails to establish that any severe form of human trafficking occurred in connection with the applicant's employment with Consequently, the applicant has not met the assistance requirement of subsection 101(a)(15)(T)(i)(III) of the Act.

Conclusion

The applicant bears the burden of proof to establish her eligibility for T nonimmigrant status. Section 291 of the Act, 8 U.S.C. § 1361; 8 C.F.R. § 214.11(l)(2). On certification, the applicant has not met the eligibility criteria for T nonimmigrant classification at subsections 101(a)(15)(T)(i)(I)-(III) of the Act. The director's decision denying her application will be affirmed.

ORDER: The April 2, 2014 decision of the Vermont Service Center is affirmed. The application is denied.