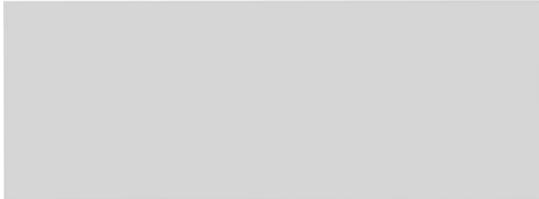




U.S. Citizenship  
and Immigration  
Services

(b)(6)



DATE: APR 22 2015

FILE #: [REDACTED]

APPLICATION #: [REDACTED]

IN RE: Applicant: [REDACTED]

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:

NO REPRESENTATIVE OF RECORD<sup>1</sup>

INSTRUCTIONS:

Enclosed is the non-precedent decision of the Administrative Appeals Office (AAO) for your case.

If you believe we incorrectly decided your case, you may file a motion requesting us to reconsider our decision and/or reopen the proceeding. The requirements for motions are located at 8 C.F.R. § 103.5. Motions must be filed on a Notice of Appeal or Motion (Form I-290B) **within 33 days of the date of this decision**. The Form I-290B web page ([www.uscis.gov/i-290b](http://www.uscis.gov/i-290b)) contains the latest information on fee, filing location, and other requirements. **Please do not mail any motions directly to the AAO.**

Thank you,

Ron Rosenberg  
Chief, Administrative Appeals Office

<sup>1</sup> On March 16, 2015, we requested from [REDACTED] the filing of new Notice of Entry of Appearance as Attorney (Form G-28) because the associate who had been handling the applicant's appeal was no longer employed by the firm. On March 24, 2015, we received a letter from [REDACTED] requesting seven (7) days to submit a new Form G-28, but we have not received such document as of the date of this decision.

**DISCUSSION:** The Acting Director, Vermont Service Center, (“the director”) denied the application for T nonimmigrant status and the matter is now before the Administrative Appeals Office (AAO) on appeal. The appeal will be dismissed.

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 appeal, the applicant 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;
- (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.<sup>1</sup>

The regulation at 8 C.F.R. § 214.11(1) prescribes, in pertinent part, the standard of review and the applicant’s burden of proof in these proceedings:

<sup>1</sup> 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*

The applicant is a citizen of Philippines who entered the United States in 2007 as an H-1B nonimmigrant to be employed as a teacher by the [REDACTED]

The applicant claims to have entered into successive, school-year employment contracts as a teacher with [REDACTED]. She signed the master employment contract on an unspecified day in August of 2007. Although she did not submit any other contracts, two Form I-797 approval notices of [REDACTED] extension petitions and the applicant's corresponding Form I-94s show that her H-1B nonimmigrant status was extended from July 1, 2008 to June 30, 2013, permitting her to continue working for [REDACTED]. The applicant filed the instant Application for T Nonimmigrant Status (Form I-914) with U.S. Citizenship and Immigration Services (USCIS) on May 17, 2013. The director issued a Request for Evidence (RFE) of the applicant's claim to being a victim of trafficking, to which the applicant responded with additional evidence. The director ultimately denied the applicant's Form I-914 and the applicant has subsequently appealed. In her May 9 and October 18, 2013 affidavits, the applicant provided the following account of her employment with and claimed trafficking by [REDACTED] and her recruiters in the Philippines.

The applicant recalled that in June 2005, she heard through a colleague that the [REDACTED] a recruiting agency in the Philippines, was seeking teachers for positions overseas. The applicant submitted her resume and paid \$20.00 to attend a seminar. In March 2007, the applicant was interviewed by two representatives of [REDACTED]. The applicant passed the interview, and the [REDACTED] human resources director gave the applicant a job offer, which she immediately accepted and signed. The applicant attended an orientation with [REDACTED] for all teachers who passed their interviews. Ms. [REDACTED] told the teachers they would leave in early August 2007 as soon as all papers and payments were processed, and gave the teachers a list of fees and schedule of payments, the total cost of which was \$8,750.00.

According to the applicant, [REDACTED] indicated that they had initially planned to apply for J-1 nonimmigrant exchange visitors' visas for the teachers, but would consider H-1B specialty occupation visas because they permitted the teachers to have dual nonimmigrant and immigrant intent and thus would not preclude them from seeking permanent residency.

The applicant recounted she paid [REDACTED] \$300.00 on March 26, 2007 for evaluation of her transcript, and \$3,800 for visa-related fees, including \$1,000.00 in cash and \$2,800.00 that she

financed through a loan. Specifically, the recruiters advised her to obtain a loan from [REDACTED] and as soon as the agency received the approval notice for the applicant's visa, [REDACTED] would pay [REDACTED] 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 [REDACTED] as a guarantee for the loan. The applicant opened an account with her cousin. The agreement was that upon arrival in the United States, the applicant would open a checking account and send [REDACTED] 9 checks of \$977.06 each and one check of \$982.58. Upon receipt of the applicant's U.S. checks, the guaranteed checks from her account in the Philippines would be returned to her.

The applicant recounted that her "Notice of Action was approved" on August 1, 2007. She explained that [REDACTED] staff advised that she would share a room in a rented, pre-furnished apartment with other Filipino teachers in the United States, and gave her a list of related fees, which the applicant paid. The applicant passed her interview with the U.S. Embassy in Manila and traveled to the United States.

Upon arrival in the United States, the applicant and two other Filipino teachers were met by the human resources director for [REDACTED] 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 \$190.00 more than the actual rent for their apartment until their fourth roommate arrived, but when they asked if the extra charges could be refunded to them, [REDACTED] declined. The applicant stated that "I was not threatened nor has anybody threatened me to be deported." In September of 2007, the applicant received two advance payments of her salary from [REDACTED] to cover her expenses. She explained that after three months in the United States, the applicant and her roommates returned their rented furniture and housewares and obtained their own furniture and housewares in order to save money.

The applicant's initial H-1B nonimmigrant status was granted only until June 30, 2008. [REDACTED] told her she would have to pay \$1,000.00 for the visa to be renewed, but [REDACTED] 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.

In December 2010, [REDACTED] notified the applicant and other Filipino teachers that it was time to extend their H-1B nonimmigrant status again, but this time the teachers would have to pay the fee in full to [REDACTED] attorney. The applicant paid the fee of \$1,210.00 on January 13, 2011. In the third week of August 2011, the applicant learned her visa petition was approved and her H-1B nonimmigrant status was extended.

The applicant recounted emotional, physical, psychological and financial hardships during her employment with [REDACTED]. 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. The applicant estimated that she paid \$10,000 to her recruiter by obtaining loans and still had to support her ailing parents in the Philippines.

The applicant recounted additional hardship and disappointment after [REDACTED] 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 stated that she did not learn of the termination until close to the expiration of her H-1B nonimmigrant status, which gave her little time to secure new employment.

*Victim of a Severe Form of Trafficking in Persons*

The applicant claimed that she was the victim of labor trafficking because [REDACTED] and its recruiters forced her into involuntary servitude and peonage. After reviewing her initial submission and response to a request for evidence (RFE), 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 [REDACTED] was paid according to her contracts, satisfied the debt she incurred to pay her recruitment fees, and because [REDACTED] 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 [REDACTED] 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"). Although it is clear that SCSD 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 appeal, the applicant claims she "experienced Coercion, Peonage and Threatened Abuse of Law or Legal Process during her recruitment and employment with the District [REDACTED]," which "fraudulently induced [her] to take on substantial debt . . . with promises of a better life and the prospect of permanent residence." The applicant's assertions and the additional evidence submitted on appeal do not establish her eligibility. The record shows that [REDACTED] petitioned for the applicant's H-1B nonimmigrant 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.* "Involuntary servitude" is also commonly understood as the condition of being a servant or slave, or a prisoner sentenced to forced labor. *See, e.g., Black's Law Dictionary*, 1493 (9th ed. 2009) (defining "involuntary servitude" as "[t]he condition of one forced to labor - for pay or not - for another by coercion or imprisonment). In this

case, the relevant evidence shows that the applicant was employed and compensated by [REDACTED] as a teacher pursuant to successive employment contracts from September 2007 to June 2013. The record lacks evidence that [REDACTED] or its recruiters ever subjected the applicant to any “condition of servitude,” the underlying requisite to involuntary servitude and peonage.

The applicant submitted her initial master employment contract from August of 2007, but it does not reflect her proffered salary. An attached letter dated June 25, 2007 from the [REDACTED] representative to the recruiter in the Philippines indicates that the salary for the applicant and other teachers would be between \$36,000.00 and \$45,000.00, “based on [the teachers’] academic preparation and teaching experience.” An accompanying letter from the [REDACTED] Human Resources Department indicated that the applicant’s “minimum salary is \$33,475.” The applicant did not submit a copy of her ultimate [REDACTED] contract or any document reflecting her actual salary, although she submitted some of her payroll records from 2008 showing that she received an income, and contributed to health insurance and a pension plan. The evidence that the applicant provided shows that she willingly entered into an employment agreement with [REDACTED] and agreed to be paid for her work accordingly. Based on her statements and Form I-797 approval notices, it appears that the applicant also entered into successive employment agreements with [REDACTED]. The record lacks any evidence that [REDACTED] or its recruiters actually or intended to subject the applicant to a condition of servitude.

The record also does not show that [REDACTED] 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 \$8,750.00. The applicant explained that she paid all of the fees with loans from her father, cousin, a friend, and a private lender, [REDACTED]. In her May 9, 2013 statement, the applicant stated that she “was able to survive my first year and was able to pay the [REDACTED]” which has a one year repayment contract. The applicant further indicated that “[t]he rest of my debts were settled the next year.” The applicant submitted an October 3, 2013 letter from her friend, [REDACTED] who stated that the applicant borrowed \$500 from her “to help her finance her visa fees and other expenses,” and paid the money back in 2011.

The applicant stated that after her arrival in the United States, she also paid the costs for her subsequent visa petitions, first through payroll deductions and then through direct payments. She recounted enduring financial pressures related to her family’s medical expenses abroad as well as her own living expenses during her employment with [REDACTED].

The preponderance of the evidence shows that [REDACTED] 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 two years in the United States. The record does not show that any of the applicant’s accounts are in arrears or that [REDACTED] induced her to obtain personal loans. Although the applicant asserts that [REDACTED] improperly required her to pay the fees for her H-1B nonimmigrant visa petitions, the relevant evidence does not show that [REDACTED] forced the applicant into indebtedness to cover those costs. Consequently, the record does not demonstrate that [REDACTED] 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 fails to show any actual or intended condition of servitude or real or alleged indebtedness to [REDACTED] 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. The applicant claims that [REDACTED] 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).

The applicant maintains that [REDACTED] and its recruiters coerced her by violating Department of Labor regulations regarding the H-1B program. The applicant submitted receipts, bank statements, and a [REDACTED] account statement show that the applicant paid the costs for her initial and subsequent H-1B nonimmigrant visa petitions; however, she also explained that she was able to pay all of her initial debt within the first two years in the United States. The applicant also stated that she and other teachers were not paid for the furloughed days. However, as explained above, these actions did not compel the applicant to work by inducing her indebtedness. Rather, the applicant paid for her H-1B visa and petitions through personal loans, which she repaid within her first two years of employment. Moreover, media reports that the applicant provided show that all [REDACTED] teachers were furloughed for three days in 2009 and five days in 2010, not just the applicant and her H-1B nonimmigrant coworkers. The relevant evidence does not show that any of [REDACTED] or its recruiters' actions amounted to coercion through the abuse or threatened abuse of the legal process against the applicant.

The record also does not support the applicant's claim that [REDACTED] or its recruiters secured her 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, Ms. [REDACTED] 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 nonimmigrant visas and because H-1B nonimmigrant status allowed for dual intent and would not preclude a subsequent application for permanent resident status. However, none of the documents the applicant submitted from [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] offering the applicant a teaching position

(b)(6)

Page 8

for the 2007-2008 school year as well as her master employment contract also contain no reference or promise to file an immigrant petition that would lead to lawful permanent residency for the applicant.

On appeal, the applicant nonetheless asserts that [REDACTED] “dangled the prospect of a green card before her to secure her labor, knowing that such a possibility would coerce her to continue working for the District.” The record does not show that [REDACTED] engaged in fraud or coercion regarding the permanent residency process. The relevant evidence shows that [REDACTED] initially intended to petition for and employ certain H-1B teachers’ on a permanent basis but was ultimately unable to do so because unanticipated numbers of qualified U.S. teachers applied for the positions. Consequently, [REDACTED] 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 [REDACTED] meeting of the [REDACTED] and an October [REDACTED] article from the [REDACTED] 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 [REDACTED] attorney also advised them of the status of the prevailing wage determinations and labor certification process.

Despite these initial efforts, [REDACTED] was ultimately unable to secure the labor certification prerequisite to obtaining permanent residency for the foreign teachers it initially intended to hire on a permanent basis. The applicant provided electronic mail correspondence dated in the spring of 2012 between [REDACTED] counsel and an attorney representing the H-1B teachers as well as an October 22, 2012 newspaper article. These documents confirm the ultimately unfavorable prevailing wage determinations and show that when [REDACTED] advertised for the teaching positions, an unanticipated number of U.S. teachers applied and the [REDACTED] could not certify that there were no qualified U.S. applicants for the positions. The record thus shows that [REDACTED] did not engage in fraud to obtain the services of its foreign teachers, but that it initially appropriated funds and began the process to secure permanent residency for several other teachers, never guaranteed success, and was ultimately unable to complete the process.

Finally, the record does not support the applicant’s claim that [REDACTED] trafficked her through force or coercion involving physical restraint by restricting her movement and preventing her from seeking employment elsewhere. The applicant claims [REDACTED] retained her Form I-797 approval notice. The record contains a copy of the applicant’s passport and her Form I-94s 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 counsel, she did not indicate that she ever asked for copies. Moreover, in her May 9, 2013 declaration, the applicant explained that she used her 2011 Form I-797 approval notice to renew her driver’s license. Accordingly, it appears that the applicant was in possession of evidence of her extended H-1B status that allowed her to renew her driver’s license.

The applicant also claims that [REDACTED] 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 [REDACTED] three H-1B visa petitions filed on her behalf and the attorneys who filed the visa petitions were retained by [REDACTED] in its capacity as the petitioner, not by 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). Regardless, other evidence that the applicant provided contradicts these assertions. In her May 9, 2013 statement, the applicant stated that she sought and obtained an offer of employment from another entity, but turned the position down because she still hoped that [REDACTED] would seek to employ her on a permanent basis. Moreover, according to a July 15, 2012 electronic mail that the applicant provided, she and numerous other teachers were offered the opportunity to use the [REDACTED] Board of Education attorney or to retain their own private attorneys.

The record also lacks any evidence that [REDACTED] or its recruiters otherwise controlled the applicant's movement and personal freedom. The applicant claimed [REDACTED] 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 her initial lease was up, and did not indicate that [REDACTED] ever forcibly restrained her by other means. The record thus does not show that [REDACTED] 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 [REDACTED], but does not establish that [REDACTED] 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 nonimmigrant status would be renewed, the hardships and challenges of her job, commute to work, and her family's illnesses, the applicant was under considerable financial pressure to support herself and her family overseas. She recounted that she suffered from stress and muscle spasms in her back due to "too much depression and stress." There is no evidence that [REDACTED] ever subjected or intended to subject the applicant to involuntary servitude or peonage. The record shows that [REDACTED] petitioned for the applicant's H-1B nonimmigrant status three times and employed her as a teacher from 2007 to 2013. Although the applicant did not submit copies of her [REDACTED] employment contracts reflecting her salary, she provided some evidence of her wages in the form of 2008 payroll statements. The relevant evidence does not establish that [REDACTED] 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).

The applicant submitted copies of letters sent to U.S. Immigration and Customs Enforcement (ICE) on her behalf 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. These letters evidence the applicant's attempts to notify these agencies of the claimed trafficking, but the record fails to establish any severe form of human trafficking in connection with the applicant's employment with [REDACTED]. Consequently, the applicant has not met the assistance requirement of subsection 101(a)(15)(T)(i)(III) of the Act.

*Extreme Hardship Involving Unusual and Severe Harm Upon Removal*

As an additional matter, the record also fails to demonstrate that the applicant would suffer extreme hardship involving unusual and severe harm upon removal.<sup>2</sup> In her affidavits, the applicant claimed she would suffer extreme hardship if forced to return to the Philippines because she is older and it would be difficult for her to find work in the Philippines. She suggested that if she were forced to return to the Philippines, she might be unable to work off her current debt and "could face debtor's prison in the Philippines." In her October 18, 2013 affidavit, the applicant also asserted that she feared "retaliation from my traffickers if I return to the Philippines." The applicant suggested that if she were forced to leave the United States she would lose access to U.S. courts and agencies that could help her seek justice.

Extreme hardship involving unusual and severe harm may not be based on current or future economic detriment, or the lack of, or disruption to social or economic opportunities. 8 C.F.R. § 214.11(i)(1). In addition, five of the eight factors considered in the hardship determination relate to an applicant having been a victim of a severe form of human trafficking. *Id.* at § 214.11(i)(1)(iii)-(vii). The applicant in this case has not established that she was the victim of a severe form of human trafficking and she submitted no evidence to support her claims that difficulty in obtaining employment, health care, and the detriment to her children's education and medical treatment would cause her extreme hardship involving unusual and severe harm. The applicant has also not shown

<sup>2</sup> An application or petition that fails to comply with the technical requirements of the law may be denied by the AAO even if the Service Center does not identify all of the grounds for denial in the initial decision. See *Spencer Enterprises, Inc. v. United States*, 229 F. Supp. 2d 1025, 1043 (E.D. Cal. 2001), *aff'd*, 345 F.3d 683 (9th Cir. 2003).

(b)(6)

Page 11

that she would suffer such hardship under the remaining factors. The record contains a copy of a U.S. Department of Labor form on which the applicant's attorney claimed that [REDACTED] violated provisions of the H-1B program, but there is no evidence that the Department of Labor or any other U.S. government agency initiated an investigation or prosecution of [REDACTED] related to the applicant's employment. The record also lacks evidence that the crime rate or other conditions in the Philippines are equivalent to civil unrest or armed conflict resulting in the designation of Temporary Protected Status or other relevant protections under U.S. immigration law, as described at 8 C.F.R. § 214.11(i)(1)(viii).

The applicant described the financial and emotional difficulties she endured while employed by [REDACTED]. However, the relevant evidence does not establish that she would suffer extreme hardship involving unusual and severe harm upon removal from the United States under the standard and factors prescribed at 8 C.F.R. § 214.11(i)(1) and as required by section 101(a)(15)(T)(i)(IV) of the Act.

#### *Conclusion*

The appeal will be dismissed for the above stated reasons, with each considered as an independent and alternate basis for the decision. 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); *Matter of Otiende*, 26 I&N Dec. 127, 128 (BIA 2013); *Matter of Chawathe*, 25 I&N Dec. 369 (AAO 2010). Here, the applicant has not met that burden. Accordingly, the appeal will be dismissed.

**ORDER:** The appeal is dismissed.