**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: APR 22 2015 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 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.[1]

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:

[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*

The applicant is a citizen of the Philippines who entered the United States on October 11, 2006, June 5, 2008 and March 30, 2010 as an E-2 nonimmigrant treaty investor employee to be employed as a pipefitter by On September 26, 2011, a Form I-130 petition to classify the applicant as the spouse of a U.S. citizen was filed on his behalf concurrently with a Form I-485 application to adjust status to lawful permanent residency. The application and petition were denied on April 26, 2013 following the withdrawal of the petition by the petitioner. On October 28, 2013, the applicant filed the instant Application for T Nonimmigrant Status (Form I-914) with U.S. Citizenship and Immigration Services (USCIS). 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 his initial affidavit, the applicant provided the following account of his employment with and claimed trafficking by and its recruiter, in the Philippines.

While working in Saudi Arabia, he learned from a friend that a recruiting agency licensed by the , was sending workers to the United States to be employed by The applicant stated that he had been working in the Middle East and various Asian countries because he could not find a job in the Philippines that paid enough to support his family, working for seemed like a good opportunity and so he submitted an application. He recounted that falsely promised he could apply for a "green card" after five years, his pay would be guaranteed even if there was no work, his accommodations would be comfortable and nice, and his pay rate would increase over time. He recalled that in total, he paid 100,000 Philippine pesos for recruiting/placement-related fees and borrowed the money to do so from a relative. The applicant stated that he received an E-2 visa valid for five years, from October 5, 2006 to October 3, 2011, with which he first entered the United States on October 11, 2006. He recalled being met at the Airport by an employee who drove him and his fellow E-2 workers to an office, photocopied their legal documents and then drove the group to a hotel. The applicant recounted that they moved to an apartment, participated in a safety orientation to prepare to work in plants and refineries, and when assigned to different worksites they would stay with one another in hotels and when not working, they would stay in often cramped apartments he found "disgustingly filthy" but did not otherwise describe. He stated that their transportation "was somewhat provided" for them, recalling that when took them to the grocery store their time there

was limited and the driver would leave them behind if they were late. The applicant stated that they were paid an $84 weekly stipend when not working, but claimed kept them "like prisoners" in the apartments and if they were not present for weekly Thursday headcounts, or if did not see them during holidays, they would sometimes not be given work or their stipend for that week.

According to the applicant, "barely took care of" him and his coworkers when they were in Texas during an unspecified period. He recalled that while in the Philippines, made it seem that work in the United States was bountiful but in reality, the applicant and his coworkers found themselves sitting around the apartment waiting for to give them a project. The applicant claimed the jobs were sporadic and unreliable, he waited anywhere from a week to a couple months without work, and showed favoritism toward certain employees, all of which caused him stress over being unable to financially support his family. He stated that when he was working, would deduct the previous stipends from his salary so after long periods of not working there would be no money left in his paychecks. The applicant recounted that he "escaped" from IPS on an unspecified date under unspecified circumstances along with two coworkers, and they stayed with some former coworkers who lent them money to buy a used car. He recalled that he was hired by an unspecified company that was also employing his former coworkers. The applicant claimed that he has not returned to the Philippines since his "escape" because he cannot afford to go back.

The applicant recounted financial, psychological and emotional hardships during his employment with He stated that he lived in constant worry and anxiety about his responsibilities to his family in the Philippines and his debt, and since leaving he is afraid the company will find him and retaliate. The applicant expressed the following fears if returned to the Philippines: he will face unspecified "extreme hardship" and debtor's prison due to the loan he took out from his family to pay fees to work abroad; he would experience shame from being fooled by his alleged traffickers; he would be unable to secure work due to age discrimination; and his children would have to leave school because he would be unable to pay their tuition.

In response to the RFE, the applicant submitted a second affidavit in which a number of statements seem to contradict his initial affidavit. For instance, while the applicant stated in his first affidavit that he is divorced, he asserted in his second that he is "currently married to [E-M-[2]]." This statement is inconsistent with a Final Decree of Divorce he submitted showing that he and E-M- divorced in Nevada on , 2011, and a marriage certificate showing that he subsequently married A-B-F-[3] in Nevada on 2011. The applicant stated in his first affidavit that he borrowed 100,000 Philippines pesos from a relative to pay his placement fees. Loan documents confirm that the applicant borrowed P100,000 from on October 1, 2006. In the applicant's second affidavit, however, he stated that he had to borrow money from a lending agency to pay P100,000 fee. He did not identify the lender, the amount or repayment terms of loan or its current status and submitted no loan documents related thereto.

The applicant recounted that did not pay his travel expenses when he was assigned to work in different states, he was promised $1,000 per month when he did not work, deducted $40 per day

[2] Name withheld to protect the individual's identity.

[3] Name withheld to protect the individual's identity.

from his stipend when he was sick for a few days, told him he could not work for any other companies in the United States, and paid for him to travel twice to the Philippines, first from April 29 to June 5, 2008 and again from December 29, 2009 to March 20, 2010. While the applicant characterized the first trip as a "forced vacation," he stated that the second was at his request because his mother was gravely ill and died a few days after his arrival. He claimed that upon arrival in the Philippines on both occasions, an representative took his passport and retained it until he departed for the United States. The applicant recounted that since leaving on an unspecified date, he has been desperately trying to find work which he sometimes secures and sometimes does not, many former coworkers joined a class action lawsuit against which he claimed retaliated by reporting to "all of the workers who escaped," he had no way of returning to the Philippines to defend himself and because he did not answer an unspecified complaint, he may have been placed on a "blacklist," and thus if he returns to the Philippines he will not be allowed to work outside the country anymore which is the only way he can support his family. The applicant added that in addition to supporting his family, he wishes to remain in the United States to assist in any criminal prosecution of and and to pursue a civil case against them.

*Victim of a Severe Form of Trafficking in Persons*

On appeal, the applicant claims that he was the victim of labor trafficking because his recruiters forced him into involuntary servitude and peonage. After reviewing the applicant'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 he was recruited for a position as a pipefitter with which he successfully obtained, was promised an hourly pay and regular work and received the promise pay and worked on a continuous basis, and because the record did not satisfactorily demonstrate that his recruiters secured the applicant's service by force, fraud or coercion for the purpose of forced labor.

To establish that he was a victim of a severe form of trafficking by his recruiters, the applicant must show that they recruited, harbored, transported, provided or obtained him for his 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 and obtained the applicant's services as a pipefitter, to establish a severe form of human trafficking, he 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 that he "experienced Coercion, Peonage and Threatened Abuse of Law or Legal Process during his recruitment and employment with [ ," which "fraudulently induced [him] to take on substantial debt . . . with promises of a better life and the prospect of at least three years of steady, full-time employment. . . ." The applicant's claims and the additional evidence submitted on appeal do not establish his eligibility. The record shows that recruited the applicant and petitioned for his E-2 visa and employed him as a pipefitter, 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 pursuant to the E-2 nonimmigrant visa secured on his behalf and successive one-year employment contracts, only one of which he submitted for the record. That contract, dated June 3, 2008, offers the applicant a temporary position as a pipefitter in , Texas, travel date June 5, 2008, at a salary of $20 per hour, plus overtime, and contains numerous detailed terms. For example, the contract specifies that by signing the applicant agreed to a "no work – no pay" policy, i.e., that he was not entitled to any salary if he did not render any work service while in the workplace provided rendered free food and accommodation and a minimum $1,000 monthly salary with or without work. The applicant also agreed that if he resigned before the end of the one-year term, his visa would be cancelled, he would be held liable for his ticket, visa and other related deployment costs, he could not employ himself in any company in the United States for two years, and if he "ran away" ("absented himself continuously for 1 week without any justification"), had the right to cancel his visa and sue him for breach of contract before the for blacklisting. The contract further specifies that regular working hours would be eight hours per day; periods of time when the applicant is on standby or being transferred from one job assignment to another would not be considered working hours; would provide him roundtrip economy class airline transportation from Manila to accommodation and local group transportation for the duration of the assignment, and both medical insurance and personal life and accident insurance; his take home net salary would be split into two amounts – 25% by paycheck or cash paid in the United States and 75% remitted through payroll transfer to his home account number in the Philippines at the end of the month following the month of work, less required taxes withheld by on the applicant's behalf. The contract specifies that the applicant agreed not to "moonlight" for other companies while working for and could not employ himself with any other company in the United States until two years after the date of his visa cancelation.

The record shows that after entering the United States and receiving the required safety training, the applicant was provided with full-time employment. His "October 2006 Payslip" indicates that from October 15-29, 2006, he worked 97 hours at his regular wage of $20 per hour, and 80 ½ overtime hours for which he was paid $30 per hour. The applicant has submitted only three monthly earnings statements for the period he was employed by These show that from December 3-30, 2007 he worked 120 regular hours and 43 ¾ overtime hours; from December 1, 2008 to January 1, 2009 he worked 118 ½ regular hours and 18 overtime hours; and from October 1-31, 2009 he worked 200 regular hours and 69.60 overtime hours; and he was paid $20 per regular hour and $30 per overtime

hour. On appeal, the applicant states that he was placed on standby by from November 5, 2006 to March 22, 2007; September 6, 2007 to November 8, 2007; April 13, 2008 to February 26, 2009; September 13, 2009 to October 18, 2009; and from December 30, 2009 "until he finally escaped in late April, 2010." He adds that he can only submit paystubs for periods he worked, suggesting that no documentation exists for periods he did not. However, an document titled "October 2006 Payslip," names the applicant, identifies his position, lists every day of the month and specifies at each Sunday the number of manhours, straight time, and overtime he worked the previous week, the salary he earned, his deductions, cash advances and per diem. The document also delineates every pay period during the month even when the applicant did not work or receive a paycheck (*see* entries for "1-Oct-06" and "8-Oct-06"). Moreover, some of the standby dates contradict the three paystubs submitted by the applicant. For instance, the applicant asserts he was on standby from April 13, 2008 to February 26, 2009 and September 13, 2009 to October 18, 2009. However, paystubs show that the applicant worked 118 ½ regular hours and 18 overtime hours from December 1, 2008 to January 1, 2009 and 200 regular hours and 69.60 overtime hours from October 1-31, 2009.

The applicant stated that did not pay him the $1,000 monthly salary promised, but rather only an $84 weekly stipend or $364 per month. However, this assertion does not take into consideration the complex compensation model agreed to in the contract. The contract states that deductions would be taken from the applicant's pay for all required taxes, only 25 percent would be paid to him directly by check or cash and 75 percent would be deposited into an account in the Philippines. He did not specify whether the stipend he received was paid in cash or by check, whether another portion was deposited abroad, or whether the amount he received represented a net payment after tax deductions. The applicant did not submit any bank statements from his account in the Philippines. There appears to have been a misunderstanding or miscommunication concerning the stipends/monthly salary the applicant would be paid while not working. Although he believed these monies would constitute income beyond that earned for hours worked, the contract states that follows a "no work - no pay" policy. It appears that treated the $1,000 minimum monthly salary" as a cash advance, provided to the applicant during periods he was without work, to be repaid through payroll deductions when he was working/earning again.

The record shows that the applicant's initial E-2 nonimmigrant visa was valid from October 5, 2006 to October 30, 2011, a period during which he entered into multiple successive one-year employment contracts with provided the applicant with work as a pipefitter, compensated him at the hourly wage to which he agreed, paid him time and a half for overtime hours worked, and provided him with free medical, life and accident insurance, housing, food, transportation, and roundtrip air travel between the Philippines and the United States. Although there were periods during which the applicant was placed on standby when was unable to assign him work, for these he was provided a cash advance stipend by The record shows that the applicant traveled twice to the Philippines while employed by the first time at request and the second at his, and provided his roundtrip airfare on both occasions at no expense to him. The applicant asserts on appeal that he "was forced" and "did not choose" to return to the Philippines in December 2009. However, this assertion is inconsistent with his earlier statement that the trip was at his request because his "mother was very ill, and actually passed away a few days after [he] arrived." 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 record also does not show that actually or intended to subject the applicant to peonage through involuntary servitude based on real or alleged indebtedness. His initial affidavit and loan documents indicate that the applicant paid a total of 100,000 Philippine pesos to for all recruitment-related fees associated with his E-2 temporary employment in the United States before departing the Philippines in October 2006, and that to do so, he borrowed the full amount from his relative, . While the initial loan certification specifies that the debt was to be repaid within six months, a subsequent certification states that the loan was fully paid on June 24, 2014 and the applicant has no monetary obligation effective the same date. Although the applicant stated in his second affidavit that he "had to borrow money from a lending agency" to pay P100,000 placement fee, this statement is inconsistent with his first affidavit, no explanation has been provided for the discrepancy, and the applicant has not named the claimed lending agency, specified the amount or repayment terms of the loan, or submitted any loan documents related thereto. The applicant asserts on appeal that he was forced "to take on additional debt while here in the United States." Details concerning the claimed obligation have not been provided. The applicant recounted in his affidavits financial pressures related to being placed on standby, during which he did not earn his regular and overtime wages, but instead was provided a modest stipend in the form of a cash advance he would later repay through payroll deductions when he returned to work, consequently earning less money than he anticipated and being unable to provide the amount of support he hoped for his family in the Philippines. He indicated that he had difficulty repaying the loan he borrowed from his relative, and it appears that it took several years longer to satisfy the debt than expected. The evidence does not show that the applicant took out any other loans in the United States and he did not submit any evidence showing that he has had difficulty repaying any other loan, was in arrearages on any debt, or otherwise could not meet his financial obligations.

The preponderance of the evidence shows that advised the applicant of the costs associated with his placement and recruitment fees. The applicant voluntarily secured a family loan to pay these costs. The record does not indicate that the applicant took on any additional debt or show that any account is in arrears or that induced him to obtain any personal loan. And while required the applicant to pay his recruitment-related fees before departing the Philippines, the relevant evidence does not show that forced the applicant 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 appeal, 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. The applicant claims that his recruiters engaged in a "psychologically coercive and financially ruinous trafficking scheme that subjected him to exorbitant debt and forced labor," that and its recruiters used a variety of coercive tactics, "including abuse of the legal process, isolation, and segregation to

attempt to control his actions and to force him to provide service to them," and that that his recruiters trafficked him through force or coercion involving physical restraint by controlling his movement. The applicant has not provided any examples showing that he was isolated, segregated, or forced to serve Rather, the record shows that when assigned to various jobsites, the applicant and his coworkers stayed in hotel rooms and during periods of standby, in apartments, all of which were provided to him free of charge. While the applicant claimed his accommodations were "cramped" and "disgustingly filthy," he offered no probative details identifying or describing any particular housing location. The applicant asserted that he and his colleagues were kept in the apartments "like prisoners," but he did not describe any forced detention, specifying that when provided free transportation for them to the grocery store, those who were not ready on time were left behind. Moreover, the applicant stated that would "look for" him and his colleagues during holidays, conduct "head counts every Thursday," and that anyone who was missing risked not receiving his stipend for that week. However, the applicant's contract specifies that IPS has the right to cancel the visa of an employee who "ran away," a term defined as having "absented himself continuously for 1 week without any justification. . . ." A weekly headcount is consistent with this provision and the payment of cash advances by to employees on standby. The record does not indicate that the applicant was restricted from coming and going as he liked or engaging in social and other activities outside of working hours, provided he was present for a weekly headcount. The applicant also asserted as restrictive that would not permit him to seek other employment. However, the terms of his contract include that as provided free training, seminar, testing, and examination, the applicant agreed not to "moonlight" for other companies while working for and would not employ himself with any company in the United States until two years after the cancellation of his visa.

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 asserts that committed numerous violations under the , resulting in its license being cancelled such that it can no longer recruit workers for United States employment. The applicant submitted an internet printout dated April 29, 2014 confirming that license, valid June 4, 2010 to June 3, 2014, was cancelled by the on an unspecified date, for an unspecified duration, under unspecified circumstances. A current internet search of website under "status of recruitment agencies," shows that is now operating under a valid license, valid from June 4, 2014 to June 3, 2018. The record does not demonstrate that any unspecified violation by compelled the applicant to work by inducing his indebtedness. Rather, the applicant paid his E-2 visa placement/recruitment fees and related expenses through personal funds and a personal loan he secured from a relative before departing the Philippines. During the course of his E-2 nonimmigrant employment with , the applicant and entered into a number of successive employment contracts under which he was compensated financially as agreed and provided free housing, food, transportation, insurance and roundtrip airfare between the Philippines and the United States. While still under a valid E-2 nonimmigrant visa and contract with the applicant left its employ and found other work. The applicant suggested that may have filed a complaint against him or reported and blacklisted him to consequences of "running away" as detailed in his contract. He further asserted that if returned to the Philippines, he could be put in debtor's prison for having an unpaid debt. However,

the loan certification submitted on appeal shows that his debt to Mr. was paid in full on June 24, 2014 which indicates that he had an unpaid debt in the Philippines while there from April to June 2008 and again from December 2009 to March 2010 without incident. The relevant evidence does not show that actions by 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 or its recruiters secured his services through fraudulent promises of long-term full-time employment. The applicant claimed that told him he could "apply for a green card after five years," promised "the prospect of at least three years of steady, full-time employment," and made it seem that work in the United States would be bountiful. The applicant provided no specific context under which these alleged promises were made and none of the documents he submitted from reference any such assurance. The employment contract, signed by the applicant and dated June 3, 2008, offers him employment for one year as a pipefitter in Texas at a regular hourly wage of $20 and higher compensation for overtime. The contract further states that the applicant agreed to a "no work – no pay policy," but would be provided free food and accommodations during his stay in the worksite, free local transportation, medical, life and accident insurance, and a minimum monthly salary of $1,000 with or without work, and the contract details the remittance of salary, division of gross and net pay, and explains that a percentage will be paid locally by cash or check and the remainder deposited into his account in the Philippines. The contract specifies the penalties for moonlighting, resigning or running away during the one-year term and contains additional provisions discussing per diem, event-of-death, discoveries and inventions, public disclosure, drug and alcohol testing and applicable law, among others. The applicant submitted no documents from and those submitted from do not reference lawful permanent residence or a guaranteed period of three years steady, full-time employment.

Finally, the record does not support the applicant's claim that his recruiters trafficked him through force or coercion involving physical restraint by controlling his movement. The applicant claimed that after returning twice to the Philippines while employed by , held his passport until he departed again to the United States. The applicant did not indicate that his activities or movement within the Philippines were restricted during these periods and he submitted copies of his passport and visa indicating that they are in his possession. Similarly, although the applicant was prohibited from "moonlighting" in the United States by both the terms of his E-2 nonimmigrant visa and the employment contracts he entered into with , the record does not show that he was restricted from engaging in social and other activities outside of working hours. The applicant asserts on appeal that after returning to the United States from the Philippines on March 30, 2010, he remained with for three more weeks and then "escaped" in late April 2010, while still under contract with He subsequently secured unspecified employment in unspecified locations. The applicant expressed fear of retaliation by or and referred to being financially unable to return to the Philippines to defend himself or answer an unspecified complaint. He submitted a complaint filed with the by , but the respondent named thereon is not the applicant and the evidence in the record does not show that or has taken any action against him after he left employ while still under contract. The record 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 him to a severe form of trafficking in persons. The record indicates that the applicant did not work as often or as many hours and did not earn as much money working as an E-2 temporary employee in the United States as he expected. He was dissatisfied with the accommodations provided for him and he experienced challenges being unable to support his family in the Philippines to the extent he anticipated, resulting in financial pressure, stress and anxiety.

The record indicates that held the applicant's passport when he was in the Philippines twice while employed by , but there is no evidence that they ever subjected or intended to subject the applicant to involuntary servitude or peonage. The record shows that the applicant was granted an E-2 nonimmigrant visa to work for valid from October 2006 to October 2011, during which he entered into multiple successive one-year employment contracts with and was compensated accordingly. 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 him to involuntary servitude, peonage, debt bondage, or slavery. Consequently, the applicant has not demonstrated that he 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 he 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 he consequently cannot show that he 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 he 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 a letter from counsel to U.S. Immigration and Customs and Enforcement (ICE) alleging that he and another individual are victims of human trafficking and requesting that an application for Continued Presence or Deferred Action be filed on their behalf. This document evidences the applicant's attempt to notify the agency of his 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 his eligibility for T nonimmigrant status. Section 291 of the Act, 8 U.S.C. § 1361; 8 C.F.R. § 214.11(l)(2). On appeal, the applicant has not met the eligibility criteria for T nonimmigrant classification at subsections 101(a)(15)(T)(i)(I)-(III) of the Act.

**ORDER:** The appeal will be dismissed. The application remains denied.