



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:

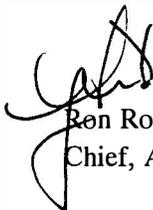
NO REPRESENTATIVE OF RECORD¹

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) 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

¹ 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.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:

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 last entered the United States on November 1, 2006 as an H-2B temporary worker petitioned for by [REDACTED] through [REDACTED]. The applicant filed the instant Application for T Nonimmigrant Status (Form I-914) with U.S. Citizenship and Immigration Services (USCIS) on January 13, 2014. 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 subsequently appealed. In his December 6, 2013 and May 27, 2014 affidavits, the applicant provided the following account of his journey to the United States and claimed trafficking by [REDACTED] and [REDACTED].

In 2006, the applicant heard from a friend that [REDACTED], a recruiting agency licensed by the [REDACTED], was seeking housekeepers to work in the United States. He stated that it was always a struggle in the Philippines to support his family, the [REDACTED] opportunity sounded good and he submitted his resume. The applicant recounted that he attended an orientation during which [REDACTED] indicated that he was qualified to work as a housekeeper in Florida, there would be plenty of work, and he would be required to pay a \$2,500 placement fee in installments, \$150 for his visa and an interview at the U.S. embassy in Manila, and once all fees were paid his visa would be processed. He stated that [REDACTED] "promised" he and the other applicants would be given 40-hour workweeks plus overtime, a salary of \$7.00 per hour, free transportation to and from work, free groceries in the apartment and free food occasionally at work, and that [REDACTED] would be their employer. The applicant added that [REDACTED] owner, [REDACTED] verbally guaranteed employment for three years with automatic visa renewals, he never signed a contract with [REDACTED] and he only signed the contract with [REDACTED] after entering the United States and it was not explained to him in his native language. The applicant recalled that he paid a total of \$3,000 to [REDACTED] which he borrowed from his aunt, [REDACTED]. On October 6, 2006, he received his H-2B temporary worker visa which was valid until July 31, 2007, and after arriving in the United States on November 1, 2006 a representative of [REDACTED] picked him and his colleagues up at the airport and drove them to their apartment in [REDACTED] Florida.

The applicant recounted that he and five other male Filipino workers shared a 3-bedroom, 2-bathroom, 2-comfort room apartment that came furnished with beds, dressers, television, and kitchen appliances and wares. He recalled that the apartment was not as nice as he expected and did not come equipped with a landline telephone, so the occupants would walk 20-25 minutes to a telephone

booth to call their families in the Philippines. Each man's share of the rent and utilities was deducted from his paycheck and the applicant noted that his deduction was \$122 per week and that additional payroll deductions were made for social security, state and federal taxes, and medical care. He stated that he began working at [REDACTED] on November 10, 2006 and continued until July 31, 2007, the end of his initial visa term. The applicant recounted that he was not always given 40 hours of work each week, particularly when there were only a few guests, and because transportation was not provided he and his housemates often had to walk nearly 30 minutes to work and 30 minutes home, a friend named [REDACTED] sometimes provided rides for \$1.99 each way, and after a couple of months the applicant and his housemates purchased bicycles. He claimed without explanation that he "did not escape for fear of deportation in case the company will catch us."

The applicant conceded that he held his own passport and H-2B visa approval notice. Before the end of his initial H-2B visa term, the applicant learned from [REDACTED] that the renewal would not be free so he contacted a visa processing agency called [REDACTED]. The applicant stated that he paid [REDACTED] \$700 per renewal to process three successive H-2B visas for him from July 31, 2007 to March 15, 2009. The first renewal extended his employment with [REDACTED] through December 31, 2007. He recounted that after leaving [REDACTED] he remained in Florida and [REDACTED] secured continual employment for him in two other hotels. The applicant recounted that he and six of his friends/co-workers rented a small apartment with [REDACTED] unspecified help, and in 2010 he took out a 5-year, \$10,000 loan, which he repays at \$240 per month to continue supporting his family in the Philippines. The applicant did not assert any difficulties with [REDACTED] or the three successive H-2B visas they secured for him. He noted, however, that the [REDACTED] representative named on his H-2B visa approval notices was sentenced to prison for alien smuggling and worker visa fraud.

The applicant recounted financial, physical and emotional hardships during his employment with [REDACTED] including missing his family in the Philippines, initially having to walk nearly 30 minutes to work and 30 minutes home, helping his colleagues with their work when he finished his early, and not earning enough money to support his family and extended family financially to the extent he had hoped. The applicant stated that he still has "not paid off" his aunt the \$3,000 he borrowed for his [REDACTED] placement fees and that three years after the completion of his initial H-2B visa period, he took out an additional \$10,000 loan to support his family and extended family in the Philippines, and pay his children's tuition and the mortgage on his house there. He added that he would have difficulty finding work in the Philippines because of his age, and still has to pay his mortgage, tuition for his two sons, support his wife and parents, and pay back his loans. The applicant stated that he currently resides in [REDACTED], California where his job is easier and he can save "a little" as he works as a caregiver in a home care facility and enjoys free meals and accommodations. He recounted the following fears if returned to the Philippines: he will be unable to secure employment due to age discrimination; the typhoon of 2013 has made it even more difficult to find work and has taken a toll on the economy; even though [REDACTED] license with [REDACTED] was cancelled, it continued to do business and may retaliate against him and his family; and potential employers in the Philippines would think unfavorably of him for not succeeding in the United States. The applicant also wishes to remain to assist in any prosecution of his claimed traffickers.

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 agreed to pay fees to a recruiter in the Philippines for a temporary job opportunity in the United States, was employed in the position he pursued and for which he was provided an H-2B visa, was paid at a higher hourly rate than agreed, and after completing the initial duration of his visa independently secured its renewal through an agency of his choosing, later secured his own independent housing, and because his recruiters did not engage the applicant's services through force, fraud or coercion.

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 [REDACTED] obtained the applicant's services as a housekeeping room attendant, 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 her recruitment and employment with [REDACTED]" 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 the applicant's eligibility. The record shows that [REDACTED] recruited the applicant and [REDACTED] petitioned for his H-2B visa and employed him as a housekeeping room attendant, 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 [REDACTED] pursuant to a temporary contract as a housekeeping room attendant from October 1, 2006 to July 31, 2007 when the applicant left [REDACTED] employ and continued working at [REDACTED] as the beneficiary of an approved H-2B visa petition secured by [REDACTED]. 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 a temporary employment contract he entered into with [REDACTED] on August 31, 2006, two months before he traveled to the United States. The contract shows that the applicant was offered temporary employment as a housekeeping room attendant from October 1, 2006 to August 1, 2007 at a rate of \$7.00 per hour. The applicant subsequently entered into a payroll deduction agreement, dated November 29, 2006, for housing costs and utilities, deductions generally authorized at 29 C.F.R. § 503.16(c). The agreement noted that \$102 had been deducted weekly from the applicant's paychecks for four weeks and that \$118.92 would be deducted thereafter for 25 consecutive weeks from December 5, 2006 to July 3, 2007. The applicant submitted his two final paystubs while with [REDACTED], one dated July 27, 2007 and the other August 3, 2007. Both confirm the deductions and deduction amounts and show that he was actually paid \$7.50 per hour, 50 cents per hour more than he was initially offered. The earlier check shows that the applicant worked 42 ½ hours that week and was paid \$11.25 per hour for his 2 ½ hours of overtime. The latter check was for 39 ½ hours at \$7.50 per hour.

The record shows that the applicant's first H-2B visa expired on July 31, 2007, he stated that he was told by [REDACTED] that the renewal of his H-2B would not be free so he independently secured the renewal through another agency called [REDACTED] and paid the agent \$700. The record shows that the applicant became the beneficiary of an approved H-2B visa petition by [REDACTED] from August 29, 2007 to November 30, 2007 and [REDACTED] from December 7, 2007 to August 15, 2008, both through an agent of [REDACTED]. The applicant recounted that through [REDACTED] he continued working at [REDACTED] from July 31, 2007 to January 1, 2008, then renewed his H-2B visa again through [REDACTED] and worked at a different hotel from January 19, 2008 to May 13, 2008 and another hotel from May 18, 2008 to March 15, 2009. He stated that after the completion of his initial H-2B visa term with [REDACTED], he and six of his friends/co-workers rented a small apartment on their own. Nonetheless, the applicant claimed that his employment with [REDACTED] and the housing provided for him did not mirror his understanding of claimed verbal promises by [REDACTED]. However, the only two paycheck stubs submitted by the applicant show that during one of the two weeks he worked 39 ½ hours, and during the other he worked 40 hours plus 2 ½ hours overtime, for which he was compensated at 1 ½ times his normal rate of pay, which itself was 50 cents more per hour than the salary he agreed to before coming to the United States.

The applicant completed his contract with [REDACTED] and stated that he declined [REDACTED] offer to renew his visa at an unspecified cost, choosing instead to pay \$700 to an agency called [REDACTED] to process his H-2B visa renewal. The applicant stated that he secured three successive H-2B visas/visa renewals through [REDACTED] and the record shows that his first renewal allowed him to continue at [REDACTED] despite his decision to leave [REDACTED]. The applicant stated that he had to take out a \$10,000 loan to help support his family and extended family in the Philippines and pay his children's tuition expenses and the mortgage on his house there. However, loan documents show that the loan commenced on August 8, 2010, more than three years after the applicant completed the term of his H-2B temporary visa with [REDACTED] and left [REDACTED]. As noted by the director in her denial decision, the applicant submitted federal income tax returns for 2008, 2009, 2011 and 2012 but the returns appear to have been submitted in error as they bear the name of an individual

with no specified relation to the applicant. The applicant has not submitted his own income tax returns or W-2 wage and earning statements on appeal. Paystubs submitted by the applicant show that he earned \$7.50 per hour while employed by [REDACTED], which is 50 cents per hour more than the salary offered in his temporary employment contract, and that for the two weeks represented he worked 39 ½ hours one week and 42 ½ the other with overtime paid at \$11.25 per hour. 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. His affidavits, payment receipts, and a self-certification of loan indicate that the applicant borrowed \$3,000 from his aunt on March 12, 2006 and used the funds to pay [REDACTED] for its placement fee, recruitment fees, and travel-related expenses to the United States. While the applicant stated that he still has “not paid off” his aunt the \$3,000 he borrowed, he did not describe any repayment terms associated with the loan or explain what portion of the borrowed funds remains unpaid. The applicant stated, and [REDACTED] receipts show, that he paid all of [REDACTED] required fees before leaving the Philippines for the United States. The applicant stated that after his arrival in the United States, he paid the costs for his housing rental and utilities through payroll deductions and transportation expenses on his own, though he believed these would be provided to him free of charge. He recounted financial pressures related to having incurred these unanticipated expenses, to sometimes working less than 40 hours weekly and consequently earning less money, and thus being unable to provide the amount of support he hoped for his family and extended family in the Philippines. In August 2010, three years after the applicant severed ties with [REDACTED] he took out a 5-year \$10,000 bank loan which he stated he has used to support his family in the Philippines, but he did not submit any evidence showing that he has had difficulty repaying this or any other loan, was in arrearages on any debt, or otherwise could not meet his financial obligations.

The preponderance of the evidence shows that [REDACTED] advised the applicant of the costs associated with his recruitment, visa petition and processing, travel to and pre-arranged housing in the United States. The applicant voluntarily secured a family loan to pay some of his costs. Other than a \$10,000 bank loan he took out three years after he completed his initial H-2B visa term and severed his tie with [REDACTED] the applicant has not indicated that he took on any additional debt and the record does not show that any account is in arrears or that [REDACTED] or [REDACTED] induced him to obtain any personal loan. While his recruiters improperly required the applicant to pay the fees for his H-2B visa petition, the relevant evidence does not show that [REDACTED] or [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, as supplemented on appeal, 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.

(b)(6)

Page 8

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 a "psychologically coercive and financially ruinous trafficking scheme that subjected him to exorbitant debt and forced labor." He adds that they 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." The applicant has not provided any examples showing that he was isolated, segregated, or forced to serve [REDACTED]. Rather, the record shows that while his apartment was not "as nice" as he had hoped, [REDACTED] did indeed provide an apartment for him to share with other Filipino workers employed temporarily in accordance with their H-2B visas. He stated that the apartment was also stocked with free groceries upon arrival which lasted several days. There is no assertion or indication that the applicant was not free to come and go as he liked outside of work, and in fact he and his housemates went shopping for and purchased bicycles and later, after the duration of their initial H-2B visa was complete, they secured an apartment of their own. And while the applicant claimed that [REDACTED] did not always offer him 40 hours of work per week, the two paystubs he submitted show that during one of the two weeks he worked 39 ½ hours, and the other he worked 42 ½ and was paid time and a half for the overtime hours, and throughout his initial H-2B visa term with [REDACTED] he was paid at a higher hourly rate than that to which he initially agreed.

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 [REDACTED] and its recruiters coerced him by violating Department of Labor regulations regarding the H-2B program. The record shows that the applicant paid the costs for his H-2B visa petition. Media reports show that the [REDACTED] ordered [REDACTED] closure after it continued doing business following the cancellation of its license in 2012 for violating various unspecified recruitment rules. The record thus indicates that [REDACTED] and [REDACTED] may have violated Department of Labor regulations by requiring the applicant to pay the costs for his H-2B visa petition. However, as explained above, these violations did not compel the applicant to work by inducing his indebtedness. Rather, the applicant paid for his H-2B visa and petition through personal funds and a personal loan he secured from his aunt under unspecified repayment terms. Upon completion of his initial H-2B visa term, the applicant left his petitioning agent and employer, secured a subsequent H-2B visa with another agent yet was permitted to continue working at the same hotel, secured two successive H-2B visas and later entered a series of voluntary employment arrangements in various states and fields of work. The relevant evidence does not show that any of [REDACTED] or its recruiters' violations of the H-2B program regulations amounted to coercion through the abuse or threatened abuse of the legal process against the applicant. Media reports also show that agents of [REDACTED] were sentenced in 2012 to prison terms for alien smuggling and worker visa fraud. However, the subject of the within Form I-914, Application for T Nonimmigrant Status concerns the applicant's claimed trafficking by [REDACTED] and [REDACTED] not [REDACTED] whose services he independently sought out toward the end of his initial H-2B visa term and continued doing business with thereafter.

The record also does not support the applicant's claim that [REDACTED] or its recruiters secured his services through fraudulent promises of long-term full-time employment. In his second affidavit, the applicant claimed that [REDACTED] verbally promised he would have three years of employment, at least 40 hours per week plus overtime, and automatic renewals of his visa. However, none of the documents the applicant submitted from [REDACTED], [REDACTED] or [REDACTED] reference any promise or obligation to secure three years of full-time employment or "automatic renewals" of his H-2B visa in the United States. The [REDACTED] letter, dated August 1, 2006, states that the applicant is being conditionally offered temporary employment contingent on approval by the U.S. Department of Labor, the US. Embassy, and a negative drug test, and specifies the housekeeping position as temporary from November 1, 2006 to August 1, 2007 at a salary of \$7.00 per hour. The letter states that by "signing below, you acknowledge that you have read and agree to the terms of this offer, as well as the terms of the housing arrangements that are being provided." The applicant signed the letter on August 31, 2006 but has not submitted a copy of the housing arrangements provided with it. A payroll deduction promissory form, dated November 29, 2006, references the applicant's employment through the housekeeping department, the prorated housing charge (5 days at \$14.57/per day or \$72.85), the standard housing charge (\$102 per week), a security/cleaning deposit (\$375), the amount paid to date (housing \$408, deposit \$0), and the new weekly deductions (housing \$118.92 and deposit \$12.10). An unsigned [REDACTED] promissory note, also dated November 29, 2006, references the housing deposit of \$375 and that it will be repaid over 31 consecutive weeks from December 5, 2006 to July 3, 2007 along with other terms and conditions. A payroll deduction authorization, dated November 29, 2006, authorizes [REDACTED] to deduct from the applicant's paychecks \$118.92 for 31 weeks, totaling \$3,686.52 for the "International Program – Housing." None of the documents submitted reference free housing, free groceries or meals, free transportation, continued employment beyond the term agreed upon, or free and/or "automatic" visa renewals.

Finally, the record does not support the applicant's claim that his recruiters trafficked him through force or coercion involving physical restraint by restricting his movement and preventing him from seeking employment elsewhere. The applicant conceded that he retained his own passport, visa and the Form I-797A approval notice of his initial H-2B visa petition, but claimed he "was still trapped" in a "part-time job making very little money." As discussed, the paystubs submitted by the applicant show that he worked 39 ½ hours one of the two weeks and 40 hours plus 2 ½ hours overtime the other, and that he was paid a higher hourly salary than initially offered. Moreover, when the term of his initial H-2B visa was coming to a close, [REDACTED] offered to extend his visa and the applicant voluntarily declined, choosing instead to retain [REDACTED] through whom he secured three successive H-2B visas, the first allowing him to continue working at [REDACTED] despite his having severed his employment relationship with [REDACTED].

The record also lacks any evidence that [REDACTED] or its recruiters otherwise controlled the applicant's movement and personal freedom. Although the applicant claimed that he was "forced" to stay in the housing provided and for which his share of the rent and utilities were deducted from his paychecks, the three-bedroom furnished apartment was provided in accordance with the terms of his 9-month employment agreement as an H-2B temporary worker. The applicant was free to come and go as he liked and to engage in social and other activities outside of working hours. The applicant claimed without explanation that he "did not escape for fear of deportation in case the company will catch us." However, he successfully arranged his own transportation to and from work, he and his

housemate/colleagues shopped for and purchased bicycles presumably outside of working hours, and when he declined [REDACTED] services in the renewal of his H-2B visa, he was free to obtain employment with the help of [REDACTED] which not only secured a new H-2B visa/visa renewal for the applicant, but one which allowed him to continue with the same employer, [REDACTED] despite his having voluntarily severed ties with [REDACTED] [REDACTED] thereafter obtained two additional successive H-2B visas for the applicant at two different hotels, during which the applicant and his friends secured an apartment of their own choosing. The record 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 him to a severe form of trafficking in persons. The record indicates that the applicant did not earn as much money working as an H-2B temporary employee in the United States as he anticipated. He claimed that he did not anticipate the costs of his housing, food and transportation, and he experienced physical challenges related to his job and the difficulty of being separated from his family in the Philippines and unable to support them to the extent he anticipated, resulting in considerable financial pressure, stress and anxiety.

The record also indicates that [REDACTED] and its recruiters may have violated certain provisions of the Department of Labor regulations regarding the H-2B 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 [REDACTED] petitioned for the applicant's H-2B temporary status and employed him as a housekeeping room attendant from November 2006 through July 2007 pursuant to its temporary employment offer and employment agreements. 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 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). Counsel submitted an unsigned copy of a letter and a follow-up electronic mail message addressed on the applicant's behalf to the U.S. Department of Justice, Civil Rights Division seeking law enforcement certification as a victim of human trafficking and reporting a claimed violation of the H-2B provisions. These documents evidence the applicant's attempts to notify this 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 [REDACTED]. 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.