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

FILE #:
APPLICATION #:

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:

NO REPRESENTATIVE OF RECORD[1]

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 18, 1015, we requested from 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 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 20, 2006 as an H-2B temporary worker petitioned for by The applicant filed the instant Application for T Nonimmigrant Status (Form I-914) with U.S. Citizenship and Immigration Services (USCIS) on January 10, 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 10, 2013 and May 20, 2014 affidavits, the applicant provided the following account of his journey to the United States and claimed trafficking by , and the .

In 2006, the applicant learned from a friend that a recruiting agency licensed by the 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 opportunity sounded good and he submitted his resume. The applicant recounted that he attended an orientation during which told him he was qualified for the position and 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 promised during the orientation that he and the other applicants would work as hotel housekeepers in Florida, lots of work awaited them there, they would work 40 hours per week plus overtime and be provided free transportation to and from the jobsite, free groceries in the apartment and free food occasionally at work, and they would be employed at the through which would renew their working visas for three years. The applicant added that owner, , verbally guaranteed employment for three years with automatic visa renewals, he never signed a contract with and he only signed a contract with after entering the United States and it was not explained to him in his native language. He stated that he paid more than $3,000 to which had referred him to a lender but he found more favorable repayment terms with his sister, from whom he borrowed 150,000 Philippines pesos to be repaid within five years at 4% annual interest. The applicant recounted that his H-2B visa was mailed to his home, valid from October 19, 2006 to July 1, 2007 and renewable; and after arriving in the United States on November 20, 2006 two representatives picked him and his colleagues up at the airport, drove them to the hotel where they spent their first night, and the next morning to their new apartment in , Florida.

The applicant stated that he and three other male Filipino workers shared a 2-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 crowded and 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 $90 per week and that additional payroll deductions were made for social security, state and federal taxes, and medical care. The applicant claimed he worked only two to three days per week and was paid $7.50 per hour. He learned from coworkers placed by other agencies that they were not being charged for rent or visa renewals. The applicant stated that he began working at one week after his arrival, he and his colleagues "were not being forced to work," and their worst problem was not being given a full 40 hours of work per week as promised. He asked if he could seek out part-time employment to supplement his income but was told that to do so would violate the terms of his H-2B visa. He also recalled that while he and his housemates were provided free transportation to work each day, they had to pay their own bus fare home. The applicant conceded that he held his own passport and H-2B visa approval notice but stated that when notified him that his temporary visa would not be extended or renewed, he independently sought a new H-2B petitioning employer which he found in the at , Florida ( ).

The applicant stated that allowed him to secure additional part-time work and he paid $500 for a visa renewal. He recounted that he independently secured successive H-2B visas/visa renewals through a man named who employed him in resorts in Missouri and Arizona. The applicant stated that on an unspecified date when he was earning a very meager income, he, a group of coworkers and a friend took a taxi to a bus station where "the right hand of Mr. ' called and told them to report to work or he would "call the immigration." They decided to board a bus to California, where the applicant found work as a caregiver. He stated that his current income is still very small but he is happy to have a job through which he can pay his debts. The applicant added that his father's death in August 2007, following the expiration of his initial H-2B visa, caused anxiety and sleepless nights because he did not have the financial resources to return to the Philippines and attend the funeral.

The applicant recounted financial, physical and emotional hardships during his employment with including missing his family in the Philippines, stress, anxiety and difficulty sleeping as a result of working fewer hours than he expected, and thus being unable to send money to support them and repay the loan from his sister. The applicant also claimed there were times he went without food because he sent all his earnings home, that being prohibited from securing part-time work outside his petitioning employer added to his anxiety, and borrowing money from his sister negatively affected their relationship. 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 license with 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. He added that he has suffered headaches and dizziness for which he participated in a free medical trial and that in the Philippines, the medical services and insurance

options are not as good as in the United States and he would have to pay more for medical treatment. The applicant submitted a medical letter, dated June 1, 2009, thanking him and others in the community for having undergone laboratory tests for cardiovascular risk factors a few days earlier.

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 that while some fraud may have been involved in the recruitment process, the applicant did not establish that he was a victim of a severe form of trafficking in persons. We find no error in the director's determination as the record shows that the applicant 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 accordingly, and after completing the initial duration of his visa he independently secured a new H-2Bvisa/visa renewal through an agency of his choosing, secured several successive H-2B visas/renewals thereafter, 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 and obtained the applicant's services as a hotel housekeeper, 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 ," 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 recruited the applicant and petitioned for his H-2B visa and employed him with assistance as a hotel housekeeper, 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 a temporary contract he signed on August 22, 2006, offering him work as a hotel housekeeper from October 20, 2006 to July 20, 2007. While still under this contract, the applicant voluntarily left employ and independently signed a contract on May 19, 2007 to work as a housekeeper for through which he became the beneficiary of another approved H-2B visa, valid from June 8, 2007 to October 31, 2007. The record lacks evidence that or its agents or 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 on August 22, 2006, nearly three months before he departed the Philippines. The contract shows that the applicant was offered temporary employment as a hotel housekeeper from October 20, 2006 to July 20, 2007 at a rate of $7.50 per hour. The applicant did not submit the contract he claimed to have subsequently entered into with after entering the United States or any payroll deduction agreements or paystubs demonstrating his hourly wage, the number of hours he worked, or his payroll deductions while employed by Rather, in response to the RFE, he submitted a letter by in which they briefly stated that the applicant told them he has no paystubs from his employment with and asked them to verify that they "cannot make a 40 hours, and 2 to 3 days work only in a week," which they did. added that their apartment, transportation and food costs were not shouldered by but instead deducted from their paychecks. The applicant did not himself assert that transportation and food costs were deducted from his paychecks and the evidence submitted does not probatively demonstrate the number of hours the applicant generally worked during the approximately eight-month period he was employed by or what payroll deductions he incurred.

The record shows that the applicant's initial H-2B temporary visa expired on July 1, 2007 and he stated that told him that his visa would not be extended or renewed so he independently secured H-2B employment elsewhere. The applicant submitted an employment contract he entered into with on May 19, 2007, while still under contract with and a Form I-797A approval notice showing that he became the beneficiary of an approved H-2B visa, petitioned for by , and valid from June 8, 2007 to October 31, 2007.[2] He stated that charged $500 to subsequently renew his H-2B visa, and he later secured successive H-2B employment through an agent, Mr. to work as a hotel housekeeper in Missouri and Arizona and paid $600 per H-2B

[2] The record also contains two additional Form I-797A approval notices demonstrating that the applicant secured successive H-2B employment through from December 6, 2007 to June 30, 2008, and from July 2, 2008 to December 31, 2008. The applicant additionally submitted two paystubs from dated August 8 and August 22, 2008; federal income tax returns for 2010 indicating that he worked as a caregiver in Illinois; and federal income tax return transcripts for 2011 and 2012, bearing an Illinois mailing address. The record does not contain a federal tax return or return transcript for 2007 or 2008 demonstrating his income while employed by during his initial H-2B temporary visa period.

visa/visa renewal. The record lacks any evidence that or its agents or recruiters actually or intended to subject the applicant to a condition of servitude.

The record also does not show that or its agents or 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 loan agreement and demand letter indicate that the applicant borrowed 150,000 Philippine pesos from his sister, because the repayment terms were more favorable than those offered by an -referred lender. The loan agreement, executed on October 25, 2006, shows that the applicant agreed to repay the loan within five years at an interest rate of four percent per year. The document does not delineate any particular payment installment interval or amount, but rather states that the loan is to be paid in full by November 2011. The applicant stated that his sister was very angry at him and threatened legal action in a demand letter because he was not able to pay the loan "within the appointed time." However, the letter is dated October 30, 2007, less than one year after the loan was executed, and demands that the applicant pay the entire debt within thirty days. The applicant has not addressed this discrepancy, and further stated that he "was able to pay her after two years." Whether the applicant paid off the loan to his sister within two years of October 25, 2006 or two years of October 30, 2007, he appears to have fulfilled his obligation well before the November 2011 repayment deadline. The record shows that the applicant used the funds borrowed from his sister to pay for its placement fee, recruitment fees, and travel-related expenses to the United States. The applicant stated, and receipts show, that he paid all of 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 while transportation to the job site was provided free of charge, he paid his own bus fare home from work though he believed his transportation, food, and lodging would all be provided for free. He recounted financial pressures related to having incurred these unanticipated expenses, to 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 in the Philippines. The applicant indicated that he had difficulty repaying the loan to his sister, though he also stated that he paid the loan off within two years despite its repayment terms providing him with five. The applicant did not state that he took out any other loans, and he did not submit any evidence showing that he has had difficulty repaying any such loan, was in arrearages on any debt, or otherwise could not meet his financial obligations.

The preponderance of the evidence shows that and 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. 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 or 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 or forced the applicant into indebtedness to cover those costs. Consequently, the record does not demonstrate that or its agents or 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 agents or 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." He adds that and their 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." The applicant has not provided any examples showing that he was isolated, segregated, or forced to serve or Rather, the record shows that while his apartment was not "as nice" as he had hoped, he was indeed provided with a two-bedroom, two-bathroom apartment to share with three other male Filipino workers employed temporarily in accordance with their H-2B visas. There is no assertion or indication that the applicant was not free to come and go as he liked outside of work. And while the applicant claimed that regularly offered him only two or three days of work per week instead of the 40 hours he had been promised, no paystubs or other probative evidence has been submitted from which an accurate determination can be made of the hours he generally worked during the duration of his H-2B temporary visa. And although would not permit the applicant to take on an additional part-time job to supplement his income, to do so would have violated the terms of his H-2B visa as conveyed.

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 and their 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 ordered 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 and 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 sister before departing the Philippines. Before completing his initial H-2B visa term, the applicant left his petitioning agent and employer, independently secured a subsequent H-2B visa to work at another hotel and then secured two other successive H-2B visas, and entered a series of voluntary employment arrangements in various states and fields of work. The relevant evidence does not show that any of or their recruiters' violations of the H-2B program regulations 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 agents or recruiters secured his services through fraudulent promises of long-term full-time employment. The applicant claimed that 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 or 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 letter, dated July 17, 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 October 20, 2006 to July 20, 2007 at a salary of $7.50 per hour. The applicant signed the letter on August 22, 2006 but has not submitted a copy of the contract he claimed to have entered into with after arriving in the United States or any other related documents common to H-2B employment such as payroll deduction agreements or authorizations. The applicant submitted no documents from and those from and do not 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 applicant submitted no paystubs and the letter from Mr. and Mrs. did not provide sufficient probative detail to demonstrate the applicant's usual working hours and additionally asserted that food and transportation expenses were deducted from the applicant's paychecks, an assertion the applicant did not himself make. Moreover, before the completion of his initial H-2B visa term, the applicant left employ and independently secured a new H-2B visa/visa renewal through which he worked at and then secured two additional successive H-2B visas through another agent of his choosing.

The record also lacks any evidence that or its agents or 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, such arrangements are generally authorized for H-2B temporary workers at 29 C.F.R. § 503.16(c). 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 that after four months working with Mr. he "decided to escape" to California. He recounted how he, some coworkers and a friend received a telephone call at the bus station from "Mr. right hand" who told them to report to work or he would "call the immigration." The applicant's "escape" from Mr. which occurred well after the completion of his initial H-2B temporary visa term with has no bearing on the within Form I-914 application. The applicant did not indicate that or offered any resistance when, while still in their employ, he independently entered a new employment contract with through which he became the beneficiary of an approved H-2B visa. Nor did the applicant assert that or took any action against him in the years that followed and during which the applicant secured employment in Missouri, Arizona, California and Illinois. The record does not show that , or their 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 agents or 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 financial pressure, stress and anxiety.

The record also indicates that and its agents and 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 petitioned for the applicant's H-2B temporary status and employed him as a hotel housekeeper from November 2006 to July 2007 pursuant to its temporary employment offer. The relevant evidence does not establish that or agents or 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 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.