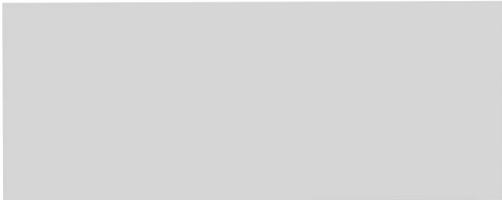




U.S. Citizenship
and Immigration
Services

(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 October 31, 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 February 25, 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 her initial affidavit, the applicant provided the following account of her journey to the United States and claimed trafficking by [REDACTED], [REDACTED] and [REDACTED].

The applicant read in a newspaper advertisement that [REDACTED], a recruiting agency licensed by the [REDACTED] was seeking workers to be deployed abroad. Upon inquiry, she was told that she would earn a good income in the United States including overtime pay and tips, and would have good accommodations. The applicant stated that she paid \$500 and "some other fees" to [REDACTED] for which she took out a six-month loan from a lender referred to her by [REDACTED]. She recounted that she received her H-2B visa and passport on October 6, 2006, the visa was valid for ten months but renewable for up to three years, and [REDACTED] provided an airline ticket to the United States. The applicant recalled that she and other Filipino workers were driven from the airport to their three-bedroom apartment in [REDACTED] Florida. She described the residence as spacious and noted that she shared it with three other women and two men. The applicant noted that each occupant's share of the rent was deducted from their paychecks and they were also responsible for their own unspecified provisions.

The applicant recounted that she began working at [REDACTED] on November 3, 2006 and was tasked with cleaning 3 ½ villas per day, which her supervisor "pushed" her to complete as early as possible even if it meant being "barely able to reach the guaranteed 40 working hours per week." She recalled one occasion when she finished later than her housemates and walked home rather than wait several hours for a bus. The applicant stated that her cleaning shifts left her body aching and tired and noted that she was not provided a mask to wear when working with chemicals. She recounted that to complete her shifts as quickly as possible, she would sometimes skip meals and to save money, she sometimes took the guests' leftover meals. The applicant stated that a coworker named [REDACTED] regularly gave her and her housemates rides to and from work for one dollar each way. She stated that [REDACTED] offered to renew her visa but indicated that she would have to apply for a tourist visa first. Around this time, the applicant met a Filipino man named [REDACTED] who

offered to secure an H-2B visa for her for \$750. The applicant left [REDACTED] and borrowed \$500 toward the fee from her cousin. She and several others travelled with Mr. [REDACTED] to South Carolina where the applicant worked as a pool ambassador from August 3, 2007 to September 14, 2007. She noted that the job required her to remain outside in the sun and she lived in a trailer. Thereafter, the applicant returned with Mr. [REDACTED] to Florida and then went to Chicago and later Nevada for work. She recalled securing a fast-food restaurant job in Chicago that required her to stand all day and a nanny/housekeeper job in Nevada for which she does not believe she was sufficiently compensated. The applicant stated that because of stress in Nevada, she barely ate, became very thin and once was taken to the emergency room. Medical records show that on March 1, 2008, in Nevada, the applicant experienced abdominal pain attributed to diverticulitis for which she was prescribed pain medication and advised to increase her daily intake of fiber. She later returned to Chicago where she secured employment as a live-in caregiver for a patient with dementia. The applicant stated that when she needed unspecified medical attention in Chicago, she was taken by a church friend to the community center and a friend paid for a tooth extraction and a new set of dentures for her as well.

The applicant recounted financial, physical and emotional hardships during her employment with [REDACTED] including missing her family in the Philippines and not earning enough money to support them financially, having to sell their house in the Philippines as her husband had lost his job, and doing physically strenuous tasks and working with cleaning chemicals without being provided safety equipment. The applicant stated that if she returned to the Philippines, her family would have no source of income, her adult children would be forced to leave college as she pays for their tuition, and they would all die of hunger because her husband is still unemployed and they would both face age discrimination.

In response to the RFE, the applicant submitted a second affidavit in which she made numerous assertions not included in her first. The applicant recounted that [REDACTED] the owner of [REDACTED], told her verbally that she would be provided with 40 hours of work per week plus overtime, discounted housing, free transportation to and from work, frequent free meals at work and at home, and three years of employment with automatic renewals. No such assertions were made in her first affidavit, in which the applicant stated that she was told she would earn a good income in the United States including overtime pay and tips, would have good accommodations, and that her visa was valid for ten months but renewable for up to three years. She added that she paid more than \$3,000 to [REDACTED] for placement and other fees. In her initial affidavit, the applicant stated that she paid [REDACTED] \$500 and "some other fees," all of which she borrowed from an [REDACTED]-referred lender. The lender's certification of full payment notes that the applicant borrowed a total of 80,000 Philippine pesos (PHP), or approximately \$1,815 U.S.D. The applicant recalled that she did not sign a contract with [REDACTED] evidencing the claimed assurances by Mr. [REDACTED] and she signed a contract with [REDACTED] only after arriving in the United States and its contents were not explained to her in her native language. The applicant asserted that her apartment was not as nice as she expected, and very crowded. However, in her initial affidavit she stated that the three-bedroom apartment "had enough space for all the occupants." The applicant recounted that \$102 was deducted weekly from her paychecks for rent and utilities, decreasing the income available to repay her loans and support her family, and that she did not receive free meals, groceries or transportation as expected, often having to use public transportation. The applicant added that she barely worked 40 hours per week and never worked overtime. She asserted that though she held her own passport and H-2B visa approval

notice, she felt trapped because she was living in an employer-arranged apartment and was unfamiliar with U.S. immigration laws and feared being deported. The applicant stated that while [REDACTED] offered to renew her visa, the renewal was not free as she claimed she had been led to believe by [REDACTED]. She did not specify the renewal fee being charged by [REDACTED] or address why she paid \$750 to Mr. [REDACTED] to renew her visa instead. The applicant recounted that she went to South Carolina with Mr. [REDACTED] for work for six weeks and he “eventually” stopped providing her with work and responding to her telephone calls.

The applicant recounted additional hardships including that she had trouble repaying her initial loan, and was only able to do so by selling a house and land in the Philippines where her family now lives in an apartment, and it also took several years to repay the money borrowed from her cousin for her visa renewal fees. She recounted the following fears if returned to the Philippines: she 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 her and her family; and potential employers in the Philippines would think unfavorably of her for not succeeding in the United States. The applicant also wishes to remain to assist in any prosecution of her claimed traffickers.

Victim of a Severe Form of Trafficking in Persons

On appeal, the applicant claims that she was the victim of labor trafficking because her recruiters forced her 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 she agreed to pay fees to a recruiter in the Philippines for a temporary job opportunity in the United States, was employed in the position she pursued and for which she was provided an H-2B visa, was paid at a higher hourly rate than agreed, satisfied the debt she incurred to pay her recruitment fees within seven months, and because her recruiters did not engage the applicant’s services through force, fraud or coercion.

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

On appeal, the applicant claims that she “experienced Coercion, Peonage and Threatened Abuse of Law or Legal Process during her recruitment and employment with [REDACTED],” which “fraudulently induced [her] 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 her H-2B visa and employed her 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 August 1, 2007 when the applicant left [REDACTED] employ and became the beneficiary of an approved H-2B visa petition 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 she entered into with [REDACTED] on August 24, 2006, two months before she 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 December 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 \$119.39 would be deducted thereafter for 31 consecutive weeks from January 5, 2007 to August 3, 2007. Paystubs submitted by the applicant confirm the deductions and deduction amounts and show that she was actually paid \$7.50 per hour, 50 cents per hour more than she was initially offered, and she generally worked 38 or 39 hours per week. The record shows that the applicant’s first H-2B visa expired on July 31, 2007, she stated that though [REDACTED] offered to renew her visa she declined and instead paid a man named [REDACTED] \$750 to secure a new H-2B visa, and the applicant became the beneficiary of an approved H-2B visa petition by [REDACTED] on August 7, 2007. Nonetheless, the applicant claimed that her employment with [REDACTED] and the housing provided for her did not mirror her understanding of claimed verbal promises by [REDACTED]. However, paycheck stubs show that while the applicant may not have worked a full 40 hours each week, she generally worked 38 or 39 hours weekly and was paid a higher hourly rate than what she was initially offered.

The applicant appears to have completed her contract with [REDACTED] and stated that she declined [REDACTED] offer to renew her visa at an unspecified cost, choosing instead to pay \$750 to a man named [REDACTED] who offered to assist her in obtaining a new H-2B visa. The applicant stated that she borrowed \$500 of the fee from her cousin whom she repaid over several years. The record shows that the applicant secured a number of successive employment arrangements over the next several years, each time increasing her annual salary. The applicant submitted federal income tax

returns, and W-2 wage and earning statements and a 1099 miscellaneous income statement showing income of \$2,058 in 2006, \$13,478 in 2007, \$16,842 in 2008, and \$24,095 in 2009. Paystubs further show that the applicant earned \$7.50 per hour while employed by [REDACTED] and \$10.00 per hour immediately thereafter while employed by the [REDACTED] in South Carolina. The [REDACTED] paystubs show that the applicant generally worked 38 or 39 hours per week. The paystubs submitted by the applicant and the corresponding federal income tax return and her affidavits show that she worked for [REDACTED] for the agreed temporary term, was offered the opportunity to extend her visa but declined, and was paid a higher salary than that initially offered to her in the temporary contract provided well in advance of her entry into the United States, and that she was paid for her work accordingly. 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. Her affidavits, payment receipts, and loan fulfillment letter indicate that the applicant borrowed 80,000 Philippine pesos to pay placement and visa processing fees, air travel and other expenses to [REDACTED] in October 2006, and was able to repay the loan in full seven months later. The applicant stated that after her arrival in the United States, she paid the costs for her housing rental and utilities through payroll deductions and transportation expenses on her own, though she believed these would be provided to her free of charge. She 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 she hoped for her unemployed husband in the Philippines and college tuition for her adult children. The applicant stated that it took several years to repay the \$500 she borrowed from a cousin to process a new H-2B petition after she left [REDACTED] but she did not submit any evidence showing that she had difficulty repaying any other loan, was in arrearages on any debt, or otherwise could not meet her financial obligations.

The preponderance of the evidence shows that [REDACTED] advised the applicant of the costs associated with her recruitment, visa petition and processing, travel to and pre-arranged housing in the United States. The applicant voluntarily secured loans to pay some of her costs and the record shows that she was able to timely repay her initial loan within seven months. Other than a \$500 loan from her cousin to pay Mr. [REDACTED], the applicant has not indicated that she took on any additional debt and the record does not show that any account is in arrears or that [REDACTED] or [REDACTED] induced her to obtain any personal loan. While her recruiters improperly required the applicant to pay the fees for her 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.

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 her to exorbitant debt and forced labor." She adds that they used a variety of coercive tactics, "including abuse of the legal process, isolation, and segregation to attempt to control her actions and to force her to provide service to them." The applicant has not provided any examples showing that she was isolated, segregated, or forced to serve [REDACTED]. Rather, the record shows that while her apartment was not "as nice" as she had hoped, [REDACTED] did indeed provide an apartment for her to share with other Filipino workers employed temporarily in accordance with their H-2B visas. And while [REDACTED] could not always offer her 40 hours of work per week, paystubs show that the applicant generally worked 38 or 39 hours and earned 50 cents per hour more than the wage to which she 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 her by violating Department of Labor regulations regarding the H-2B program. The record shows that the applicant paid the costs for her 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 her H-2B visa petition. However, as explained above, these violations did not compel the applicant to work by inducing her indebtedness. Rather, the applicant paid for her H-2B visa and petition through personal funds and personal loans, which she repaid within her first seven months in the United States after which she left her petitioning employer, secured a subsequent H-2B visa with another employer, 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.

The record also does not support the applicant's claim that [REDACTED] or its recruiters secured her services through fraudulent promises of long-term full-time employment. In her second affidavit, the applicant claimed that [REDACTED] verbally promised she would have three years of employment, at least 40 hours per week plus overtime, and automatic renewals of her 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 her 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 October 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 24, 2006 but has not submitted a copy of the housing arrangements provided with it.

A payroll deduction promissory form, dated December 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 \$119.39 and deposit \$12.10). An unsigned [REDACTED] promissory note, also dated December 29, 2006, references the housing deposit of \$375 and that it will be repaid over 31 consecutive weeks from January 5, 2007 to August 3, 2007 along with other terms and conditions. A payroll deduction authorization, dated December 29, 2006, authorizes [REDACTED] to deduct from the applicant's paychecks \$119.39 for 31 weeks, totaling \$3,701.09 for the "International Program – Housing." None of the documents submitted reference free housing, free 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 her recruiters trafficked her through force or coercion involving physical restraint by restricting her movement and preventing her from seeking employment elsewhere. The applicant concedes that she retained her own passport, visa and the Form I-797A approval notice of her initial H-2B visa petition, but claimed she "was still trapped" in a "part-time job making very little money." As discussed, the applicant's paystubs show that she generally worked 38 or 39 per week and was paid a higher hourly salary than initially offered. Moreover, when the term of her initial H-2B visa was coming to a close, [REDACTED] offered to extend her visa and the applicant voluntarily declined, choosing instead to retain the service of a Mr. [REDACTED] through whom she secured a new H-2B visa with a new employer.

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 she was "forced" to stay in the housing provided and for which her share of the rent and utilities were deducted from her paychecks, the three-bedroom apartment she described in her first affidavit as spacious was provided in accordance with the terms of her 10-month employment agreement as an H-2B temporary worker. The applicant was free to come and go as she liked and to engage in social and other activities outside of working hours. The applicant claimed without explanation that she was told under unspecified circumstances that if she "tried to escape," she would be arrested and deported. She did not indicate when or by whom this alleged statement was made and whether it was in reference to her employment with [REDACTED] or at some later date. 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 her 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 she anticipated. She claimed that she did not anticipate the costs of her housing, food and transportation, and she experienced physical challenges in her job and the difficulty of being separated from her family in the Philippines and unable to support them to the extent she 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 her 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 her to involuntary servitude, peonage, debt bondage, or slavery. Consequently, the applicant has not demonstrated that she was the victim of a severe form of trafficking in persons, as required by section 101(a)(15)(T)(i)(I) of the Act.

Physical Presence in the United States on Account of Trafficking

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

Assistance to Law Enforcement Investigation or Prosecution of Trafficking

The applicant has also not overcome the director's determination that she has not complied with any reasonable request for assistance in the investigation or prosecution of acts of trafficking or the investigation of associated crime, as required by section 101(a)(15)(T)(i)(III) of the Act. Primary evidence of this compliance is an endorsement from a Law Enforcement Agency (LEA), although USCIS will consider credible secondary evidence where the applicant demonstrates his or her good-faith, but unsuccessful attempts to obtain an LEA endorsement. 8 C.F.R. § 214.11(h). Counsel submitted 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 her 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 her eligibility for T nonimmigrant status. Section 291 of the Act, 8 U.S.C. § 1361; 8 C.F.R. § 214.11(l)(2). On 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.