



U.S. Citizenship  
and Immigration  
Services

(b)(6)

DATE: MAR 19 2015 Office: VERMONT SERVICE CENTER

FILE: [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:

INSTRUCTIONS:

Enclosed please find the decision of the Administrative Appeals Office (AAO) in your case.

This is a non-precedent decision. The AAO does not announce new constructions of law nor establish agency policy through non-precedent decisions. If you believe the AAO incorrectly applied current law or policy to your case or if you seek to present new facts for consideration, you may file a motion to reconsider or a motion to reopen, respectively. Any motion must be filed on a Notice of Appeal or Motion (Form I-290B) within 33 days of the date of this decision. **Please review the Form I-290B instructions at <http://www.uscis.gov/forms> for the latest information on fee, filing location, and other requirements. See also 8 C.F.R. § 103.5. Do not file a motion directly with the AAO.**

Thank you,

Ron Rosenberg  
Chief, Administrative Appeals Office

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

The applicant seeks nonimmigrant classification under section 101(a)(15)(T)(i) of the Immigration and Nationality Act (“the Act”), 8 U.S.C. § 1101(a)(15)(T)(i), as a victim of a severe form of trafficking in persons. The director denied the application for failure to establish that the applicant was a victim of a severe form of trafficking in persons, was physically present in the United States on account of such trafficking and had complied with any reasonable request for assistance in the investigation or prosecution of such trafficking. On appeal, the applicant submits a brief and additional evidence.

*Applicable Law*

Section 101(a)(15)(T)(i) of the Act provides, in pertinent part, that an applicant may be classified as a T-1 nonimmigrant if he or she:

- (I) is or has been a victim of a severe form of trafficking in persons, as defined in section 103 of the Trafficking Victims Protection Act of 2000,
- (II) is physically present in the United States . . . on account of such trafficking, including physical presence on account of the alien having been allowed entry into the United States for participation in investigative or judicial processes associated with an act or a perpetrator of trafficking;
- (III) (aa) has complied with any reasonable request for assistance in the Federal, State, or local investigation or prosecution of acts of trafficking or the investigation of crime where acts of trafficking are at least one central reason for the commission of that crime . . . ; and
- (IV) the alien would suffer extreme hardship involving unusual and severe harm upon removal . . . .

The term “severe forms of trafficking in persons” is defined, in pertinent part, as:

the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.<sup>1</sup>

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:

<sup>1</sup> This definition comes from section 103(8) of the Trafficking Victims Protection Act of 2000 (TVPA), Pub. L. No. 106-386 (Oct. 28, 2000), which has been codified at 22 U.S.C. § 7102(8) and incorporated into the T nonimmigrant regulation at 8 C.F.R. § 214.11(a).

- (1) *De novo review.* The Service shall conduct a de novo review of all evidence submitted and is not bound by its previous factual determinations as to any essential elements of the T nonimmigrant status application. . . . The Service will determine, in its sole discretion, the evidentiary value of previously or concurrently submitted evidence.
- (2) *Burden of proof.* At all stages of the processing of an application for any benefits under T nonimmigrant status, the burden shall be on the applicant to present to the Service evidence that fully establishes eligibility for the desired benefit.

*Pertinent Facts and the Applicant's Claims*

The applicant is a citizen of the Philippines who last entered the United States on August 26, 2007 as an H-1B nonimmigrant petitioned for by the [REDACTED] Georgia School District [REDACTED]. The applicant entered successive, school-year employment contracts as a teacher with [REDACTED] commencing in September 2007 and ending in June 2013. In his June 1 and October 26, 2013 affidavits, the applicant provided the following account of his employment with and claimed trafficking by [REDACTED], its attorney, and its recruiters in the Philippines.

The applicant heard through his aunt that [REDACTED] a recruiting agency based in California, was seeking international teachers for positions in the United States. He contacted [REDACTED] which referred him to its partner agency in the Philippines, [REDACTED]. In January 2006, the applicant paid to attend a seminar conducted by Mrs. [REDACTED] after which he submitted his resume, transcripts and teaching certifications for consideration. He was later interviewed by [REDACTED] and submitted an online application and a personal video to [REDACTED]. The applicant was then interviewed by three representatives of [REDACTED]. He stated that teaching overseas appealed to him first for the financial gain, as teachers in the Philippines earn considerably less than other professions, and second to develop his skills as a special education teacher as students with special needs have been mainstreamed in the United States.

After being informed that [REDACTED] was interested in hiring him, the applicant attended a talk given by its Human Resources Director, who asked the teachers if they would prefer J-1 or H-1B visas. The applicant explained that he and the others chose H-1B visas because this allowed for the possibility of applying for lawful permanent residence status in the future. The applicant stated that he was given a statement of account, the total cost of which was \$9,580.15 to be paid to the [REDACTED]. He borrowed the entire amount from his parents and wondered whether he would be successful as a teacher in the United States, whether he would be sent home early, and how he would repay the loan if he did not ultimately secure a "green card." The applicant recounted that he had to resign from his teaching position in the Philippines before leaving for the United States and if he were to later return, he would have difficulty finding suitable employment as he would have to compete with younger applicants. The applicant stated that after paying all fees before leaving for the United States, the [REDACTED] returned his passport and those of his fellow teachers. He noted that [REDACTED] offered them all an early one-year contract with a minimum salary of \$33,475.

The applicant recounted that he arrived in the United States on August 26, 2007 with a few other Filipino teachers; for the first year, he shared a furnished apartment with three other teachers; and

after three months, they returned the rented furniture and purchased their own. The applicant stated that his family knew he would be unable to repay any of the money he borrowed during his first year in the United States because he was just starting out. He added that he had additional expenses after the 2007-2008 school year, including relocating to his own apartment and renewing his H1-B visa. The applicant stated that his main tasks were working with special needs students and making sure the accommodations and modifications described in their individualized education plans were being implemented and followed. He recalled being shocked that some students disrespected him by not listening to or following his directions, and some even used profanity and inappropriate comments. The applicant stated that during his first year, he told his wife and parents he wanted to quit his job as he did not know what to do with unmotivated and disrespectful students.

The applicant stated that his salary ranged from \$900 in 2007 to \$1,200 in 2013. This statement is inconsistent with paystubs showing that the applicant earned \$1,607.84 per pay period or approximately \$3,216 per month/\$35,588 per year during his first school year in the United States. The applicant did not submit income tax returns or W-2 wage and earnings statements for any year from which his salary and annual salary increases could be definitively determined. The applicant claimed that although he received the salary he expected, he thinks teachers should be offered more as an incentive to work in the United States and he earned just enough to pay his living expenses and basic necessities but not to repay his parents on a regular basis. The applicant stated that he took an advance to pay the fees associated with his first H-1B visa renewal, which he agreed to repay through a six-month payroll deduction totaling \$1,170. He recalled that in 2011, he paid \$1,500 directly to a law firm for his second H-1B visa renewal and the renewal of his wife's H-4 visa. The applicant stated that in his opinion, [REDACTED] began renewing his visa late on both occasions and though they offered him expedited processing he declined the additional fee and thus incurred "mental and emotional stress" related to being unable to lawfully drive in Georgia while awaiting his visa, and having to rely instead on rides from friends and public transportation.

The applicant recounted financial, mental and emotional hardships during his employment with [REDACTED]. He stated that he had to borrow funds to pay the necessary placement, visa and other fees before departing the Philippines, costs associated with his two H-1B renewals and his wife's H-4 renewal in 2011, the [REDACTED] program expenses in 2010, housing costs, a vehicle purchase, and automobile and renters insurance, all of which prevented him from leaving [REDACTED] or repaying his parents. The applicant stated that by not beginning the renewal process for his visas until March 2008 and January 2011, [REDACTED] caused him to worry that he would not be authorized to work during the coming school years. In addition, he read in a newspaper in October 2012 that [REDACTED] was having difficulty obtaining a favorable prevailing wage determination and might halt plans to sponsor international teachers for permanent residency. He recalled that his initial "depression" over the news turned to disgust as he felt that [REDACTED] merely strung him along until his H-1B eligibility expired.

The applicant stated that he and his wife have no employment to return to in the Philippines and no way of supporting themselves or repaying their loans because they would have to compete with younger job applicants. He added that he would have to pay for their return airfare and travel expenses and his family would view him as a failure because he wasted an opportunity for a better life in the United States. The applicant recounted additional hardship and disappointment after

gave him and other teachers hope of obtaining permanent employment and residency in the United States, but then terminated their sponsorship. The applicant did not learn of the termination until close to the expiration of his H-1B status, which gave him little time to secure new employment. He added that school districts in Virginia, New York and Alaska were interested in hiring him and that his wife has an unspecified medical condition that is not fully covered by health insurance in the Philippines.

*Victim of a Severe Form of Trafficking in Persons*

On appeal, the applicant claims that he was the victim of labor trafficking because and its recruiters forced him into involuntary servitude and peonage. After reviewing the petitioner'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 entered into a voluntary employment agreement with was paid according to his contracts, was offered and accepted visa renewals and teaching renewal contracts, and because 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 or its recruiters, the applicant must show that they recruited, harbored, transported, provided or obtained him 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. 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 obtained the applicant's services as a teacher, to establish a severe form of human trafficking, he must also demonstrate two essential elements: a means (force, fraud or coercion) and an end (involuntary servitude, peonage, debt bondage or slavery). The record in this case fails to establish either of these elements.

On appeal, the applicant claims that he "experienced Coercion, Peonage and Threatened Abuse of Law or Legal Process during his recruitment and employment with the District ," which "fraudulently induced [him] to take on substantial debt . . . with promises of a better life and the prospect of permanent residence." The petitioner's claims and the additional evidence submitted on appeal do not establish the applicant's eligibility. The record shows that petitioned for the applicant's H-1B visa and employed him as a teacher, but the relevant evidence does not establish that they did so through fraud or coercion for the purpose of subjecting the applicant to peonage.

*No End: No Peonage or Involuntary Servitude*

As used in section 101(a)(15)(T)(i) of the Act, the term peonage is defined as "a status or condition of involuntary servitude based upon real or alleged indebtedness." 8 C.F.R. § 214.11(a). Involuntary servitude is defined, in pertinent part, as "a condition of servitude induced by means of any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such condition, that person . . . would suffer serious harm or physical restraint; or the abuse or threatened abuse of legal process." *Id.* 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] as a teacher pursuant to successive employment contracts from September 2007 to June 2013. The record lacks evidence that [REDACTED] or its recruiters ever subjected the applicant to any "condition of servitude," the underlying requisite to involuntary servitude and peonage.

The applicant submitted copies of seven school-year employment contracts between him and [REDACTED]. All seven contracts state that the applicant would be paid semi-monthly on a twelve-month basis pursuant to the salary schedule approved by the Georgia Board of Education based on the applicant's certification level and years of experience as noted on the contract. A letter from [REDACTED] dated March 17, 2007, indicated that the applicant would be paid a minimum of \$33,475 per year. As discussed, the applicant submitted copies of several paystubs from 2008 showing that he earned a gross salary of approximately \$35,588 during his first year teaching in the United States. The applicant has not disclosed his annual employment earnings for 2009 through 2013. The record lacks any evidence that [REDACTED] or its recruiters actually or intended to subject the applicant to a condition of servitude.

The record also does not show that [REDACTED] or its recruiters actually or intended to subject the applicant to peonage through involuntary servitude based on real or alleged indebtedness. In his affidavits, the applicant stated that his recruiters gave him a list of fees totaling \$9,580.15, but indicated that because [REDACTED] salary offer was substantially more than what he could earn teaching in the Philippines and because he would develop skills as a special education teacher in the United States, he accepted the offer. The applicant explained that he paid all of the fees up front with a loan from his parents. The applicant stated that after his arrival in the United States, he paid the costs for his and his wife's subsequent visa petitions and her travel expenses through payroll deductions, personal loans and direct payments. He recounted financial pressures related to his wife's travel and visa costs and their living expenses, during his employment with [REDACTED] and submitted a letter from his parents stating that they loaned him a total of \$10,000, and credit union statements showing that he borrowed approximately \$3,000, which he repaid in regular intervals. The applicant's affidavits and copies of residential leases show that he chose to relocate after one year from the shared-expense apartment arranged by his recruiters to an apartment of his own at a considerably higher monthly cost. The applicant stated that he could not regularly repay the loan from his parents, but he did not submit any evidence showing that he had difficulty repaying any other loan, was in arrearages on any debt, or otherwise could not meet his financial obligations.

The preponderance of the evidence shows that [REDACTED] recruiters advised the applicant of all the costs associated with his recruitment, visa petition and application, travel to and initial housing in the United States. The applicant voluntarily secured a loan from his parents and took on additional personal loans to cover his and his wife's living expenses in the United States and the cost of her travel hereto, but the record does not show that any of his accounts are in arrears or that [REDACTED] induced him to obtain those personal loans. While [REDACTED] improperly required the applicant to pay the fees for his H-1B visa petitions, the relevant evidence does not show that [REDACTED] forced the applicant into indebtedness to cover those costs. Consequently, the record does not demonstrate that [REDACTED] or its recruiters subjected or intended to subject the applicant to peonage through involuntary servitude based on real or alleged indebtedness.

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*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 petitioner 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 the District." The petitioner has not provided any examples showing that he was isolated, segregated, or forced to serve [REDACTED]. Rather, the record shows that the applicant initially resided in an apartment with three other Filipino teachers; after one year secured his own apartment which he shared with his wife who relocated to the United States to join him; he drove himself at times and at other times utilized public transportation and obtained rides from friends. 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 petitioner asserts that [REDACTED] and its recruiters coerced him by violating Department of Labor regulations regarding the H-1B program. The record shows that the applicant paid the costs for his initial and subsequent H-1B visa petitions. Media reports show that all [REDACTED] teachers (not just international teachers) were furloughed for three days in 2009 and five days in 2010. The record thus indicates that [REDACTED] and its recruiters may have violated Department of Labor regulations by requiring the applicant to pay the costs for his H-1B visa petitions and by not compensating him for the days he was furloughed. *See* 20 C.F.R. § 655.731(c)(7) (employer must pay employee for time when employee is not working due to a decision of the employer); *Id.* at § 655.731(c)(9)(iii)(C) (employer not authorized to deduct H-1B visa petition and attorney's fees or related costs from the employee's wages). However, as explained above, these violations did not compel the applicant to work by inducing his indebtedness. Rather, the applicant paid for his H-1B visa and petitions through personal funds and personal loans. The relevant evidence does not show that any of [REDACTED] or its recruiters' violations of the H-1B 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 his services through fraudulent promises of lawful permanent residency. In his affidavits, the applicant recounted that at the time of his job offer in the Philippines, [REDACTED] Human Resources Director explained that H-1B visas are preferable to J-1 visas as they afford the possibility of applying for permanent residence in the future. However, none of the documents the applicant submitted from [REDACTED] or its recruiters reference any promise or obligation to secure lawful permanent residency for the applicant in the United States. The recruiter's statement of account and list of fees only reference costs associated with the nonimmigrant H-1B visa, the recruiter's fee, documentation, airfare to and housing in the United States. An [REDACTED] pamphlet entitled '[REDACTED]' only discusses the recruiter's services in identifying candidates and preparing

selected individuals for teaching positions in the United States through nonimmigrant J-1 or H-1B visas. In addition, a February 9, 2007 letter from [REDACTED] requests the recruiter's assistance in finding candidates for teaching positions for the 2007-2008 school year only and does not mention subsequent temporary or permanent employment for any selected teachers. The March 17, 2007 letter from [REDACTED] offering the applicant a teaching position for the 2007-2008 school year as well as his subsequent employment contracts also contain no reference or promise to file an immigrant petition that would lead to lawful permanent residency for the applicant.

On appeal, the applicant nonetheless asserts that he was "fraudulently induced to take on substantial debt in order to come to the United States with promises of a better life and the prospect of permanent residence." The record does not show that [REDACTED] engaged in fraud or coercion regarding the permanent residency process. The relevant evidence shows that [REDACTED] initially intended to petition for the H-1B teachers' permanent residency, but was ultimately unable to do so because unanticipated numbers of U.S. teachers applied for the positions and [REDACTED] was unable to obtain the requisite labor certification showing that there were no qualified U.S. applicants for the teaching jobs. Minutes from the October 5, 2011 meeting of the [REDACTED] Georgia Board of Public Education and an [REDACTED] article from the [REDACTED] show that the Board passed a measure to spend \$186,600 to sponsor permanent residency for the foreign teachers. The Board meeting minutes specified the procedures, but Board members also stated: "There is no guarantee that LPR [lawful permanent residency] will be granted at the conclusion of the process," and affirmed "this is a necessary decision that we must base on the needs of our students and the fact that these folks have given good service to us at a time when we needed it. We will continue to support [sic] if we are not able to fulfill those needs through the national searches." A February 3, 2012 letter addressed to "International Teachers" from [REDACTED] attorney also advised them of the status of the prevailing wage determinations and labor certification process.

Despite these initial efforts, [REDACTED] was ultimately unable to secure the labor certification prerequisite to obtaining permanent residency for the foreign teachers. The petitioner submitted a document dated [REDACTED] and attributed to "Filipino Teachers in [REDACTED]" The document references a letter to special education teachers from "the HR director, Mr. [REDACTED] dated June 5, 2012 explaining difficulty in obtaining PWD (prevailing wage determination) with the assurance that the school district is still proceeding with the application and promised to send them updates." Although the applicant did not submit the actual letter, it is clear from the Filipino Teachers in [REDACTED] document that [REDACTED] conveyed to the teachers that they had received unfavorable prevailing wage determinations regarding the teaching positions, the initial step in the labor certification process required before the corresponding employment-based immigrant visa petitions could be filed with U.S. Citizenship and Immigration Services (USCIS). Electronic mail correspondence dated in the Spring of 2012 between [REDACTED]'s counsel and an attorney representing some of the H-1B teachers as well as an [REDACTED] newspaper article also confirm the unfavorable prevailing wage determinations and show that when [REDACTED] advertised for the teaching positions, an unanticipated number of U.S. teachers applied and [REDACTED] could not certify that there were no qualified U.S. applicants for the positions. The record thus shows that [REDACTED] did not engage in fraud to obtain the applicant's services, but that it initially appropriated funds and began the process to secure permanent residency for the H-1B teachers, but never guaranteed success and was ultimately unable to complete the process.

Finally, the record does not support the petitioner's claim that [REDACTED] trafficked him through force or coercion involving physical restraint by restricting his movement and preventing him from seeking employment elsewhere. The applicant claims that [REDACTED] retained the Form I-797 approval notice of his initial H-1B visa petition, but the record contains a copy of the applicant's passport and all the Form I-797 approval notices of [REDACTED] H-1B petitions for the applicant dated July 31, 2007, August 29, 2008 and July 15, 2011 and showing that he was granted continuous H-1B nonimmigrant status for six years since his entry on August 26, 2007 through June 30, 2013. Even if the applicant obtained the notices after retaining present counsel, he did not indicate that he ever asked for copies.

The applicant also claims that [REDACTED] did not permit him to seek alternative employment or other legal counsel to assist in his visa processing. However, the applicant stated that he applied for teaching positions in Virginia, New York and Alaska and that he was offered a position in Alaska but was unable to accept it as the offer expired on May 31, 2013 and was contingent on his H-1B visa being renewed before then. Moreover, the applicant was the beneficiary of [REDACTED] three H-1B visa petitions filed on his behalf and the attorneys who filed the visa petitions were retained by [REDACTED] as the petitioner, not the applicant as the beneficiary. See 8 C.F.R. § 103.2(a)(3) (a petitioner may be represented by an attorney, but a beneficiary of a petition is not a recognized party to the petition). In addition, the applicant was employed pursuant to yearly contracts with [REDACTED] and he did not indicate that he ever sought employment elsewhere before signing each successive contract, even after the difficulties he experienced on the job beginning in his first year.

The record also lacks any evidence that [REDACTED] or its recruiters otherwise controlled the applicant's movement and personal freedom. The applicant recounted utilizing public transportation, receiving rides from friends, and purchasing his own automobile, and he did not indicate that [REDACTED] ever forcibly restrained him by any means. The record thus does not show that [REDACTED] or its recruiters secured the applicant's services through fraud, force or coercion through physical restraint.

*Summary: No Severe Form of Trafficking in Persons*

The record documents the applicant's employment with [REDACTED] but does not establish that [REDACTED] or its recruiters ever subjected him to a severe form of trafficking in persons. The record indicates that due to the uncertainty of whether his employment contract and H-1B status would be renewed, the hardships and challenges of his job, being separated initially from his wife in the Philippines, and the cost of securing his own apartment, purchasing and insuring an automobile, and securing his wife's visa and travel to the United States, the applicant was under considerable financial pressure and he suffered stress and emotional difficulties. The record also indicates that [REDACTED] and its recruiters may have violated certain provisions of the Department of Labor regulations regarding the H-1B 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-1B nonimmigrant status three times over six years and employed him as a teacher from 2007 to 2013 pursuant to yearly contracts under which his salary increased annually contingent on his additional years of experience and certifications. 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

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applicant has not demonstrated that he was the victim of a severe form of trafficking in persons, as required by section 101(a)(15)(T)(i)(I) of the Act.

*Physical Presence in the United States on Account of Trafficking*

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

*Assistance to Law Enforcement Investigation or Prosecution of Trafficking*

The applicant has also not overcome the director's determination that he has not complied with any reasonable request for assistance in the investigation or prosecution of acts of trafficking or the investigation of associated crime, as required by section 101(a)(15)(T)(i)(III) of the Act. Primary evidence of this compliance is an endorsement from a Law Enforcement Agency (LEA), although USCIS will consider credible secondary evidence where the applicant demonstrates his or her good-faith, but unsuccessful attempts to obtain an LEA endorsement. 8 C.F.R. § 214.11(h). The applicant submitted copies of letters sent by counsel on the applicant's behalf to U.S. Immigration and Customs Enforcement (ICE) requesting deferred action and to the U.S. Department of Labor seeking law enforcement certification for U nonimmigrant status and reporting a claimed violation of the H-1B provisions. These documents evidence the applicant's attempts to notify these agencies 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(1)(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.