

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

**KURIAN DAVID, SONY VASUDEVAN
SULEKHA, PALANYANDI THANGAMANI,
MURUGANANTHAM KANDHASAMY,
HEMANT KHUTTAN, PADAVEETTIYIL
ISAAC ANDREWS, KECHURU
DHANANJAYA, SABULAL VIJAYAN,
KRISHAN KUMAR, JACOB JOSEPH
KADAKKARAPPALLY, KULDEEP SINGH,
and THANASEKAR CHELLAPPAN,
individually and for FLSA claims, on behalf of
similarly-situated individuals**

Plaintiffs,

-against-

**SIGNAL INTERNATIONAL, LLC, SIGNAL
INTERNATIONAL, INC., SIGNAL
INTERNATIONAL TEXAS GP, LLC,
SIGNAL INTERNATIONAL TEXAS, L.P.,
MALVERN C. BURNETT, GULF COAST
IMMIGRATION LAW CENTER, L.L.C.,
LAW OFFICES OF MALVERN C.
BURNETT, A.P.C., INDO-AMERI SOFT
L.L.C., KURELLA RAO, J & M
ASSOCIATES, INC. OF MISSISSIPPI,
BILLY R. WILKS, J & M MARINE &
INDUSTRIAL, LLC, GLOBAL RESOURCES,
INC., MICHAEL POL, SACHIN DEWAN,
and DEWAN CONSULSTANTS PVT. LTD
(a/k/a MEDTECH CONSULTANTS).**

Defendants.

CIVIL ACTION

No. 08-1220-SM-DEK

SECTION "E"

Related Case:

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

Plaintiffs,

and

SABULAL VIJAYAN, *et al.*

**Plaintiffs-
Intervenors**

-against-

**SIGNAL INTERNATIONAL, LLC,
Defendant.**

CIVIL ACTION

No. 12-557-SM-DEK

SECTION “E”

Related Case:

LAKSHMANAN PONNAYAN ACHARI, *et al.*
Plaintiffs,

-against-

SIGNAL INTERNATIONAL, LLC, *et al.*,
Defendants

CIVIL ACTION

**No. 13-6218-SM-DEK
(c/w 13-6219, 13-6220, 13-6221, 14-
472)**

SECTION “E”

Applies To: *David*, No. 08-1220

SIXTH AMENDED COMPLAINT

1. In the aftermath of Hurricane Katrina, Plaintiffs and similarly situated workers, approximately 590 Indian men, were trafficked into the United States through the federal government’s H-2B guestworker program to provide labor and services to Defendants Signal International L.L.C., Signal International Texas GP, LLC and Signal International Texas, L.P. (Reference to “Signal” throughout this Complaint includes these three entities as well as their corporate parent, Signal International, Inc.). Recruited to perform welding, pipefitting, and other marine fabrication work, Plaintiffs were

subjected to forced labor and other serious abuses at Signal operations in Pascagoula, Mississippi and Orange, Texas.

2. Plaintiffs bring this action to recover for damages inflicted by Defendants Signal, J&M Associates, Inc. of Mississippi (“J&M”), Indo Ameri-Soft, LLC (“IAS”) and these employers’ recruiters, agents, alter egos, and successors operating in India, the United Arab Emirates, and the United States. Defendants have collectively exploited and defrauded Plaintiffs by fraudulently recruiting them to work in the United States and effectuating a broad scheme of psychological coercion, threats of serious harm and physical restraint, and threatened abuse of the legal process to maintain control over Plaintiffs.

3. Lured by Defendants’ fraudulent promises of legal and permanent work-based immigration to the United States for themselves and their families, Plaintiffs plunged themselves and their families into debt and/or sold or pawned property to take advantage of these seemingly promising opportunities. Plaintiffs undertook these transactions to pay mandatory recruitment, immigration processing, and travel fees charged by Defendants totaling as much as \$11,000 – \$25,000 per worker. Trusting in the veracity of the immigration and work benefits promised by Defendants, Plaintiffs further relinquished stable employment opportunities in India and as guestworkers in the Persian Gulf and other locations.

4. Defendants and their agents threatened, coerced, and defrauded Plaintiffs into paying extraordinary fees for recruitment, immigration processing, and travel, including by Dewan Consultants holding Plaintiffs’ passports and visas. Defendants breached agreements with Plaintiffs that had promised green cards and under which Plaintiffs had performed. Signal and its agents further caused Plaintiffs to believe that if

they did not work for Signal under the auspices of temporary, Signal-restricted H-2B guestworker visas, they would suffer abuse or threatened abuse of the legal process, physical restraint, and/or other serious harm.

5. The false promises, collection of exorbitant recruiting fees, and strong-arm tactics of Defendants and/or their agents were, upon information and belief, authorized by Defendants Signal, J&M, and IAS. In any event, while there is evidence that Defendant Signal was aware of the false promises from the start of its relationship with the Recruiter Defendants and Legal Facilitator Defendants, there can be no doubt that Defendant Signal learned these facts in detail from the very first Indian H-2B workers who arrived at Signal's facilities in the United States as early as late October 2006. Far from taking any corrective measures, Defendant Signal ratified and perpetuated the scheme by continuing to facilitate the transportation of further waves of Indian H-2B workers, including Plaintiffs herein, from November 2006 through April 2007.

6. Upon Plaintiffs' arrival in the United States, Defendant Signal required them to live in guarded, overcrowded, and isolated labor camps. Signal and its agents further deceived Plaintiffs regarding their visa status, threatened Plaintiffs with loss of immigration status and deportation, and generally perpetrated a campaign of psychological abuse, coercion, and fraud designed to render Plaintiffs afraid, intimidated, and unable to leave Signal's employ.

7. On March 9, 2007, Defendant Signal, using private security guards, attempted to forcibly and unlawfully deport Plaintiffs Sabulal Vijayan and Jacob Joseph Kadakkarappally in retaliation for speaking out against discriminatory and abusive conditions in Signal's labor camp in Pascagoula, Mississippi and for seeking counsel to

understand their legal rights. Signal similarly attempted to forcibly and unlawfully deport Plaintiffs Kuldeep Singh, Thanasekar Chellappan, and Krishan Kumar.

8. Terrified by the threat of imminent deportation, the security guards pursuing him and the other security guards detaining his fellow Indian workers, Plaintiff Vijayan attempted suicide and had to be taken to a local hospital. During the same morning, Signal personnel and security guards successfully forced Plaintiffs Kadakkarappally, Chellappan, and Kumar into a trailer under guard. There, Signal detained Plaintiffs Kadakkarappally, Chellappan, and Kumar for several hours without food or water or bathroom facilities. Amidst the chaos of the pre-dawn raid, Plaintiff Singh hid and subsequently escaped from the Signal labor camp.

9. Having witnessed and/or heard of the events of March 9, 2007, the remaining Plaintiffs at Signal's operations in Mississippi and Texas reasonably feared that they would suffer serious harm, physical restraint, and/or abuse of legal process if they were to leave Signal's employ. Deeply indebted, fearful, isolated, disoriented, and unfamiliar with their rights under United States law, these workers felt compelled to continue working for Signal.

10. Plaintiffs assert claims against Defendants arising from violations of their rights under the Victims of Trafficking and Violence Protection Act ("TVPA"); the Racketeer Influenced and Corrupt Organizations Act ("RICO"); the Civil Rights Act of 1866 (42 U.S.C. § 1981); the Ku Klux Klan Act of 1871 (42 U.S.C. § 1985); collective action claims under the Fair Labor Standards Act ("FLSA"); and claims for damages arising from fraud, negligent misrepresentation, and breach of contract. Plaintiffs Sabulal Vijayan and Jacob Joseph Kadakkarappally bring individual claims arising from retaliation in violation of the Civil Rights Act of 1866 (42 U.S.C. § 1981). Plaintiffs

Sabulal Vijayan, Jacob Joseph Kadakkarappally, Kuldeep Singh, Krishan Kumar, and Thanasekar Chellappan also bring individual claims based on violations of, and attempted violations of, the Ku Klux Klan Act of 1871 (42 U.S.C. § 1985), false imprisonment, assault, battery, intentional infliction of emotional distress and/or negligent infliction of emotional distress.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 (federal question jurisdiction), 18 U.S.C. § 1595(a) (civil trafficking), 18 U.S.C. § 1964(c) (RICO), 28 U.S.C. § 1343 (civil rights), and 29 U.S.C. § 216(b) (FLSA).

12. This Court has supplemental jurisdiction over Plaintiffs' causes of action based on the laws of U.S. states and foreign states pursuant to 28 U.S.C. § 1367(a), as these claims arise out of the same nucleus of facts which support the federal claims.

13. Venue in the Eastern District of Louisiana is proper under 18 U.S.C. § 1965 and 28 U.S.C. § 1391 in that various Defendants and/or agents of Defendants, including Malvern C. Burnett, the Law Offices of Malvern C. Burnett, A.P.C., Gulf Coast Immigration Law Center L.L.C., Kurella Rao, and Indo-Amerisoft, L.L.C., resided and/or may be found in New Orleans during the relevant time periods.

PARTIES

Plaintiffs

14. Plaintiffs are Indian nationals and former H-2B guestworkers who were recruited from India and/or the United Arab Emirates by Defendants at various times between 2003 and 2007.

15. Plaintiffs are of South Asian Indian descent and are Indian nationals.

16. At all relevant times, Plaintiffs were “persons” within the meaning of that term as defined by RICO, 18 U.S.C. § 1961(3).

17. At all relevant times, Plaintiffs were employed by Signal as defined by the FLSA, 29 U.S.C. § 203(g).

18. At all relevant times, Plaintiffs were engaged in interstate commerce and/or in the production of goods for sale in interstate commerce.

19. Plaintiff Kechuru Dhananjaya was recruited in 2003 from the United Arab Emirates and India for work in the United States. After arriving in the United States in 2007, Dhananjaya worked at Signal’s Orange, Texas facility.

20. Plaintiff Andrews Issac Padavettiyil was recruited in 2004 from the United Arab Emirates and India for work in the United States. After arriving in the United States in 2006, Padavettiyil worked at Signal’s Pascagoula, Mississippi facility.

21. Plaintiff Kurian David was recruited in 2006 from the United Arab Emirates and India for work in the United States. After arriving in the United States in 2007, David worked at Signal’s Orange, Texas and Pascagoula, Mississippi facilities.

22. Plaintiff Sony Vasudevan Sulekha was recruited in 2006 from India for work in the United States. After arriving in the United States in 2006, Sulekha worked at Signal’s Pascagoula, Mississippi facility.

23. Plaintiff Muruganantham Kandhasamy was recruited in 2006 from India for work in the United States. After arriving in the United States in 2007, Kandhasamy worked at Signal’s Orange, Texas and Pascagoula, Mississippi facilities.

24. Plaintiff Palanyandi Thangamani was recruited in 2006 from India for work in the United States. After arriving in the United States in 2006, Thangamani worked at Signal’s Pascagoula, Mississippi facility.

25. Plaintiff Hemant Khuttan was recruited in 2006 from India for work in the United States. After arriving in the United States in 2007, Khuttan worked at Signal's Pascagoula, Mississippi facility.

26. Plaintiff Sabulal Vijayan was recruited beginning in late 2003 from the United Arab Emirates and India for work in the United States. Vijayan worked for Defendant Signal in Pascagoula, Mississippi from late 2006 until Signal terminated his employment on March 9, 2007.

27. Plaintiff Jacob Joseph Kadakkarappally was recruited beginning in late 2003 from India and Saudi Arabia for work in the United States. Kadakkarappally worked for Defendant Signal in Pascagoula, Mississippi from late 2006 until Signal terminated his employment on March 9, 2007.

28. Plaintiff Thanasekar Chellappan was recruited beginning in 2006 from India for work in the United States. Chellappan worked for Defendant Signal in Pascagoula, Mississippi from early 2007 until Signal terminated his employment on March 9, 2007.

29. Plaintiff Kuldeep Singh was recruited beginning in 2006 from India for work in the United States. Singh worked for Defendant Signal in Pascagoula, Mississippi from early 2007 until Signal terminated his employment on March 9, 2007.

30. Plaintiff Krishan Kumar was recruited beginning in 2006 from India for work in the United States. Kumar worked for Defendant Signal in Pascagoula, Mississippi from early 2007 until Signal terminated his employment on March 9, 2007.

Defendants

The Employer Defendant

31. Defendants Signal International, L.L.C., Signal International Texas GP, LLC, and Signal International Texas, L.P. are corporate entities organized under the laws of Delaware, whose global parent, Signal International, Inc., is organized under the laws of Delaware and provides marine and fabrication services in the Gulf Coast region, with operations in Orange, Texas; Pascagoula, Mississippi; and Mobile, Alabama (collectively, these four entities are referred to as “Signal”). At all relevant times, Signal’s decision-making headquarters was located in Pascagoula, Mississippi.

Recruiter Defendants

32. Defendant Global Resources, Inc. (“Global”) is or was a corporation organized under the laws of Mississippi and engaged in the business of recruiting workers from India for employment in the United States.¹ At all relevant times, Global Resources conducted the recruiting in question from an office located in Mississippi.

33. Defendant Dewan Consultants Pvt. Ltd. (a/k/a Medtech Consultants) (“Dewan Consultants”) is a private limited liability company organized under the laws of India, which maintains offices in Mumbai (Bombay), India, and Dubai, United Arab Emirates.

34. Dewan Consultants’ decision making headquarters is located in Mumbai, India.

¹ Claims against Michael Pol, the President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Plaintiffs will seek leave to amend the Sixth Amended Complaint if and when the stay is lifted.

35. Defendant Sachin Dewan (“Dewan”) is the Director of Dewan Consultants. Dewan resides in India and is a citizen of India.

36. Upon information and belief, Defendants Dewan and Dewan Consultants have authorized and utilized Defendant Global and the Legal Facilitator Defendants described below, to act as their United States-based operations and/or agents.

37. Upon information and belief, Defendants Global and the Legal Facilitator Defendants described below, have authorized and utilized Defendants Dewan and Dewan Consultants to act as their India and United Arab Emirates based operations and/or agents.

38. Upon information and belief, Defendants Dewan, Dewan Consultants, and Global, and the Legal Facilitator Defendants described below, acted as a joint venture with respect to the recruitment, contracting, and provision of Plaintiffs for labor or services except for with regard to recruitment by Defendants Indo-Amerisoft and Rao prior to mid-2006. Prior to approximately mid-2006, on information and belief, Global was not involved in the recruitment conducted by Defendants Dewan, Dewan Consultants, and the Legal Facilitator Defendants on behalf of Indo-Amerisoft and Rao

39. Defendant Global Resources, and the Legal Facilitator Defendants described below, utilized Defendants Dewan and Dewan Consultants to conduct and carry out their shared business interests and activities in India and the United Arab Emirates. Among other things, Defendant Global Resources has shared offices with Defendants Dewan and Dewan Consultants in India and the United Arab Emirates.

40. Upon information and belief, Defendants Dewan and Dewan Consultants have utilized Defendants Global Resources and the Legal Facilitator Defendants

described below, to conduct and effectuate their shared business interests and activities in the United States.

41. Defendant Global conducted its business almost entirely in United States dollars. Nearly every payment made to Defendant Global described herein was by cashier's check drawn on United States banks and deposited in United States bank accounts.

42. Throughout this Complaint, Plaintiffs refer to Defendants Dewan, Dewan Consultants, and Global collectively as "Recruiter Defendants."

Legal Facilitator Defendants

43. Defendant Malvern C. Burnett ("Burnett") is an attorney who resides in and maintains offices in New Orleans, Louisiana and Ocean Springs, Mississippi.

44. Defendant Gulf Coast Immigration Law Center L.L.C. ("GCILC") is a limited liability corporation organized under the laws of Louisiana and located in New Orleans, Louisiana. Upon information and belief, Defendant Burnett serves as its sole registered agent, member, and/or corporate officer.

45. Defendant Law Offices of Malvern C. Burnett, A.P.C. ("Burnett Law Offices") is a professional law corporation organized under the laws of Louisiana and located in New Orleans, Louisiana. Upon information and belief, Defendant Burnett serves as its sole registered agent, member, and/or corporate officer.

46. Upon information and belief, Defendants Burnett, GCILC, and Burnett Law Offices are engaged in a joint venture and/or are alter egos in that all entities have the same corporate mailing address, intermingle business assets, fail to operate at arms' length, and Defendant Burnett serves as the registered agent and sole member and/or corporate officers for GCLIC and Burnett Law Offices.

47. Upon information and belief, Defendant Burnett, GCILC, and the Burnett Law Offices have the same business objectives and Defendant Burnett uses GCILC and the Burnett Law Offices to conduct and effectuate shared business objectives.

48. Throughout this Complaint, Plaintiffs refer to Defendants Burnett, GCILC, and Burnett Law Offices collectively as “Legal Facilitator Defendants.”

49. The Legal Facilitator Defendants engaged in a joint venture with Defendants Kurella Rao and Indo-Ameri Soft, L.L.C., described below, to conduct and carry out their shared business interests and activities in India and the United Arab Emirates. This joint venture is in addition to the joint venture described above between the Legal Facilitator Defendants and the Recruiter Defendants.

50. The Legal Facilitator Defendants conducted their business almost entirely in United States dollars. Nearly every payment made to the Legal Facilitator Defendants described herein was by cashier’s check drawn on United States banks and deposited in United States bank accounts.

Labor Broker Defendants

51. Defendant Indo-Amerisoft, L.L.C., (“Indo-Amerisoft”)² a corporation organized under the laws of Louisiana and headquartered in New Orleans, Louisiana, at all relevant times was engaged in the business of recruiting and providing Indian laborers to United States companies and selling opportunities for United States immigration and employment to such laborers.

² Plaintiffs’ claims against Indo-Amerisoft are stayed pending the outcome of its bankruptcy proceedings. Plaintiffs will seek to pursue those claims if and when the stay is lifted. Therefore, all factual assertions made herein regarding Indo-Amerisoft are included only in support of allegations against Defendants other than Indo-Amerisoft.

52. At all relevant times, Defendant Kurella Rao (“Rao”)³ was the Chairman and Director of Indo-Amerisoft, L.L.C., and maintained offices in the New Orleans, Louisiana metropolitan area. Rao has or had, at the relevant times, business contacts in the New Orleans, Louisiana area.

53. Defendants Indo-Amerisoft and Rao conducted their business almost entirely in United States dollars. Nearly every payment made to Defendants Indo-Amerisoft and Rao described herein was by cashier’s check drawn on United States banks and deposited in United States bank accounts.

54. Defendant J & M Associates of Mississippi, Inc. (“J & M”), a corporation organized under the laws of Mississippi, was at all relevant times engaged in the business of recruiting and providing Indian laborers to United States companies and selling opportunities for United States immigration and employment to such laborers. At all relevant times, J & M operated its labor brokerage services from its headquarters in Mississippi.

55. Defendant Billy R. Wilks (“Wilks”) was the founder and general manager of J & M and currently acts as a consultant for the company. Wilks is personally liable for the conduct of J & M as discovery subsequent to the filing of the First Amended Complaint, and outlined in paragraphs 55-68 below, has established that Wilks had full control and decision-making authority over J & M such that J & M and Wilks were alter egos of one another. At all relevant times, Wilks lived in Moss Point, Mississippi.

³ Plaintiffs’ claims against Rao are stayed pending the outcome of his bankruptcy proceedings. Plaintiffs will seek to pursue those claims if and when the stay is lifted. Therefore, all factual assertions made herein regarding Rao are included only in support of allegations against Defendants other than Rao.

56. Wilks is the founder of J & M. He incorporated it in 1996. The main corporate office of J & M is Wilks's home. J & M, during the time relevant to this litigation, was entirely beholden to Wilks for its business activity. Further, Wilks has testified that, during the time relevant to this litigation, all of J & M's decisions and policy changes would have to be approved by him. He was the main decision-maker with regard to all of the company's relevant business activity. Both Wilks and his former lawyer describe Wilks as the only person who knows anything about the company and that it is indeed his company, even though Wilks' sons also participated substantially in the conduct of the company.

57. At some point prior to 2007, J & M was sued in unrelated litigation. In response to that lawsuit, Wilks set up a new corporation domiciled and incorporated in Mississippi – J & M Marine & Industrial LLC (“J & M Marine”) – primarily to avoid the litigation then pending against J & M, but also to continue the work that was underway with J & M.

58. Wilks used the contractual arrangements and relationships he had set up between J & M and the Recruiter Defendants to create profitable opportunities for his new J & M Marine entity. In other words, Wilks harvested the value that remained in J & M and transferred it to J & M Marine with no regard to the independent corporate identity of J & M. Such a transition is not reflective of the action of a corporate entity; rather, it indicates an action done for the convenience and singular strategy of the principal, Wilks.

59. In 2007, Wilks put J & M into dormancy. This purported change of corporate status was, upon information and belief, done without any formal shareholder vote or board member meeting. Further, J & M is undercapitalized; it has, according to Wilks, approximately \$300,000 in debt. Additionally, Wilks, in yet another indication of

the absence of corporate formalities between him and J & M, has represented to this Court that he intends to borrow money so that he is able to personally fund J & M's legal defense.

60. A "Notice to Dissolve/Revoke" with respect to J & M was filed with Mississippi Secretary of State on or about September 12, 2010, and J & M was administratively dissolved on or about December 7, 2012, according to the Mississippi Secretary of State's Business Services website.

61. In short, there is no independence between Defendant Wilks and J & M. J & M was simply used as the corporate entity to facilitate Wilks's personal business and that of his family. He testified during his deposition that he did everything for the company. Indeed prior to incorporating J & M in 1996, Wilks was doing exactly the same work, as the 100% owner, under a "doing/business/as" rubric. Once Wilks incorporated in 1996 there was no change to the company activity or purpose, and J & M certainly did not obtain an identity independent from its founder.

62. Defendant J & M Marine, a limited liability company organized under the laws of Mississippi, is engaged in the business of recruiting and providing labor to United States companies. As discovery subsequent to the filing of the First Amended Complaint demonstrates, and as outlined in paragraphs 62-68 here below, J & M Marine is a mere continuation of J & M with no substantial difference in management, personnel, and corporate purpose. As the successor corporation to J & M, it is therefore liable for any judgment entered against J & M.

63. The primary reason that J & M Marine came into existence is because Wilks's other entity, J & M, was being sued. To evade that litigation Wilks created J & M Marine in 2006.

64. Once Wilks created J & M Marine, he simply shifted his employee, Nicole Homel-Tellier, from J & M over to J & M Marine. As he had done with J & M, he listed himself as the registered agent and his home address as the company's principal address with the Mississippi Secretary of State.

65. Both J & M and J & M Marine clearly share the same initials, which reference the same individuals: John and Michael Wilks.

66. Both corporations perform the same work: recruit laborers to then sub-contract them out to other companies for a profit. Given both entities were in the same business and both operated out of the same address, it is likely that whatever assets were held by J & M (e.g. computers, printers) were at the disposal of J & M Marine both during the time that both companies existed and also once J & M was put into dormancy.

67. More importantly, with respect to the "asset" crossover between the two companies, Defendant Wilks moved the recruited laborers from J & M, who they contracted with, over to J & M Marine. In other words, the very revenue source of J & M became the revenue for J & M Marine.

68. In bringing the candidates over to J & M Marine, after they had signed agreements with J & M, Defendant Wilks was unequivocally holding J & M Marine out, at the very least to Plaintiffs Padavettiyil and Kadakkarappally, as the successor company of J & M. Further, this transition of recruited laborers, in conjunction with avoiding the litigation then pending against J & M, exemplifies the taking of the benefits of the predecessor company while leaving its liabilities behind. Wilks acknowledges that J & M has a \$100,000 judgment against it, an obvious liability that has not tracked across to J & M Marine.

69. Throughout this Complaint, Plaintiffs refer to Defendants Indo-Amerisoft, Rao, J & M, Wilks and J & M Marine collectively as “Labor Broker Defendants.”

All Defendants

70. At all relevant times, Defendants Dewan, Dewan Consultants, Global, Burnett, Burnett Law Offices and GCILC acted as agents of Defendants Signal, J & M, Indo-Amerisoft and/or Rao for the purposes of recruiting, obtaining, contracting, transportation and/or providing Plaintiffs for labor or services (except that Global did not recruit for Indo-Amerisoft or Rao).

71. Individually and through their agents, associates, attorneys, and/or employees, all Defendants have contacts with New Orleans, Louisiana.

72. At all relevant times, Defendants were “persons” within that term as defined by RICO, 18 U.S.C. § 1961(3).

73. Upon information and belief, Defendants have been engaged in contacts with Plaintiffs, including recruiting, obtaining, labor contracting, providing immigration-related services to, transporting, harboring, providing and/or employing Plaintiffs.

74. At all relevant times, Defendants operated enterprises engaged in interstate commerce or in the production of goods for interstate commerce.

75. At all relevant times, Defendant Signal employed Plaintiffs for the purposes of the FLSA, 29 U.S.C. § 203.

FLSA COLLECTIVE ACTION ALLEGATIONS

76. All claims set forth in the Seventh Claim for Relief are brought against Defendant Signal by the Plaintiffs on behalf of themselves and all other similarly situated persons pursuant to the collective action provisions of 29 U.S.C. § 216(b) of the FLSA.

77. Plaintiffs seek to represent a FLSA class consisting of all Indian H-2B workers employed by Defendant Signal at its Orange, Texas and Pascagoula, Mississippi facilities at any time from October 1, 2006 to January 2009.

78. The proposed FLSA class members are similarly situated in that they have been subject to uniform practices by Defendant Signal which violated the FLSA, including:

a. Signal's systematic unlawful payroll deductions for room and board and work-related tools;

b. Signal's workforce-wide failure to pay class members overtime wages based on one-and-one-half times their regular rate of pay during workweeks when Signal credited class members with a "safety bonus."

c. Signal's workforce-wide failure to reimburse class members for travel, immigration processing, visa, recruitment, and other immigration-related expenses to the extent necessary to ensure that class members earned the required minimum and overtime wages during their first workweek.

STATEMENT OF FACTS

The Recruitment Process

Recruitment of the Group I Plaintiffs

79. Beginning in late 2003 and continuing through at least 2004, Recruiter Defendants (Defendants Dewan, Dewan Consultants, and Global) placed ads in various newspapers across India and the United Arab Emirates, seeking welders, fitters, and other

marine fabrication workers on behalf of various U.S.-based companies and individuals, including Labor Broker Defendants (Defendants Indo-Amerisoft, Rao, and J & M).⁴

80. Upon information and belief, Recruiter Defendants placed such ads in coordination and agreement with Legal Facilitator Defendants (Defendants Burnett, GCILC, and Burnett Law Offices), and Labor Broker Defendants.

81. Upon information and belief, since at least December 2003 through at least mid-2004, Legal Facilitator Defendants and Labor Broker Defendants frequently communicated and consulted frequently via mail, fax, e-mail and/or telephone communications to coordinate and direct Recruiter Defendants' activities, including advertising efforts on behalf of Labor Broker Defendants.

82. The advertisements placed by Recruiter Defendants promised that qualified candidates could obtain legal permanent residence (green cards) and thereby legally and permanently immigrate to the United States with their families.

83. In response to these advertisements, Plaintiffs Kechuru Dhananjaya, Andrews Issac Padavettiyil, Sabulal Vijayan, and Jacob Joseph Kadakkarappally (hereinafter "Group I Plaintiffs") contacted Recruiter Defendants by telephone, and/or attended meetings and testing sessions organized by Recruiter Defendants, Legal Facilitator Defendants, and Labor Broker Defendants and their agents, employees and/or representatives at several locations throughout India and the United Arab Emirates.

⁴ As set forth in paragraph 70, *supra*, Defendant Global did not recruit for Defendants Indo-Amerisoft or Rao. As such, on information and belief, Defendant Global did not communicate with Plaintiffs Vijayan and Dhananjaya or Defendants Indo-Amerisoft and Rao until the initial steps of the recruitment process for Defendant Signal began. On information and belief, Defendant Global did not take money from Plaintiffs Vijayan and Dhananjaya until approximately that same time. For the purpose of this pleading, this exception is incorporated by reference into paragraphs 79-81, 83, 85-87, 90-102, 104-107.

84. Specific facts relevant to the experiences of Group I Plaintiffs are set forth in the chart attached to this Complaint as Exhibit 1 (“RICO Fraud Chart”), which is incorporated herein by reference, and which is incorporated into Plaintiffs’ RICO Case Statement.

85. Upon information and belief, prior to attending these meetings and testing sessions, Labor Broker Defendants, Recruiter Defendants, and Legal Facilitator Defendants conferred in late 2003 and early 2004 by phone, mail, fax and or e-mail to organize, plan, and coordinate the logistics and substantive content of these meetings and testing sessions.

86. In telephone communications, in-person meetings, faxes, contracts, and other written documents transmitted by mail and/or wire in the first half of 2004, Recruiter Defendants, Legal Facilitator Defendants, and/or Defendants Rao and Indo-Amerisoft personally and through employees, agents and/or associates, told Group I Plaintiffs that if Group I Plaintiffs successfully passed skills tests administered in the United Arab Emirates or India and paid fees totaling approximately 5 to 8 lakh⁵ rupees (approximately \$12,000 to \$20,000), then Group I Plaintiffs would be able to apply for permanent resident (green card) status in the United States with Labor Broker Defendants.

87. On information and belief, all statements the Recruiter Defendants and the Legal Facilitator Defendants made to Plaintiffs in the course of recruiting Plaintiffs for J & M were within the scope of the agency agreements between Defendant J & M and Recruiter Defendants and Legal Facilitator Defendants.

⁵ A “lakh” is a term used in India to refer to one hundred thousand of any item, thus 5 “lakh” rupees would be the equivalent of 500,000 rupees.

88. In these communications occurring during the first half of 2004, Recruiter Defendants and Legal Facilitator Defendants further explained to Plaintiffs Padavettiyil and Kadakkarappally that the installment payments would be divided among Recruiter Defendants and Legal Facilitator Defendants.

89. In these communications occurring during the first half of 2004, Defendants Dewan Consultants, Dewan, Legal Facilitator Defendants, and Defendants Rao and Indo-Amerisoft further explained to Plaintiffs Vijayan and Dhananjaya that the installment payments would be divided among Defendants Dewan, Dewan Consultants, Rao, and Indo-Amerisoft.

90. In telephone communications, in-person meetings, faxes, written agreements, and/or other written communications, transmitted, upon information and belief, by mail and/or wire in the first half of 2004, Recruiter Defendants, Legal Facilitator Defendants, and/or Defendants Rao and Indo-Amerisoft instructed Group I Plaintiffs that the total fees to work for the Labor Broker Defendants would be paid in a series of approximately three installments.

91. In these conversations in the first half of 2004, Group I Plaintiffs were informed on several occasions by Recruiter Defendants and/or Legal Facilitator Defendants that in exchange for an additional fee of approximately \$1,500 per family member, Group I Plaintiffs would be able to obtain legal permanent residence for their spouses and children.

92. At informational meetings and in telephone conversations, faxes, agreements, and other written documents transmitted in late 2003 through approximately mid-2004, Recruiter Defendants, Legal Facilitator Defendants, and/or Defendants Rao and Indo-Amerisoft, personally and/or through their agents, representatives, and/or

employees, represented to Group I Plaintiffs that Labor Broker Defendants were stable and reputable U.S. companies offering lawful and ample employment opportunities, and that Labor Broker Defendants would obtain for Group I Plaintiffs green cards enabling Group I Plaintiffs to permanently and legally immigrate to the United States with their family members.

93. At informational meetings and in telephone conversations, faxes, agreements, and other written documents transmitted in late 2003 through approximately mid-2004, the Recruiter Defendants, Legal Facilitator Defendants, and Labor Broker Defendants, personally and/or through their agents, employees and/or representatives, told Group I Plaintiffs that the green card process, once commenced, would be completed within 18 to 24 months.

94. In such communications with Plaintiffs, Recruiter Defendants, Legal Facilitator Defendants, and Defendants Rao and Indo-Amerisoft further promised to act diligently and do everything necessary to obtain green cards for employment with Labor Broker Defendants for Group I Plaintiffs in the timelines stipulated.

95. Based on these and other promises made to them regarding green cards and work opportunities in the United States, Group I Plaintiffs (with the exception of Plaintiff Padavettiyil) signed agreements (hereinafter “the green card agreements”) at various times in early to mid-2004 with Recruiter Defendants, Legal Facilitator Defendants, and Labor Broker Defendants.

96. Agreements signed by Plaintiffs and other documents provided to the Group I Plaintiffs by Legal Facilitator Defendants, Recruiter Defendants, and Labor Broker Defendants personally and/or through their agents, representatives, and/or employees, through the use of mail and/or wire transmissions in and around early to mid-

2004, further promised that Group I Plaintiffs would promptly receive a refund of all or nearly all of their payments if these Defendants did not succeed in securing green cards for Group I Plaintiffs as promised.

97. Legal Facilitator Defendants, Recruiter Defendants, and Labor Broker Defendants knew or should have known that they and/or their agents would not refund Group I Plaintiffs' money as promised in written agreements and other documents.

98. Legal Facilitator Defendants, Recruiter Defendants and Labor Broker Defendants personally and/or through their agents, representatives, and/or employees, induced the Group I Plaintiffs to enter into the green card agreements without intent to diligently pursue Group I Plaintiffs' green card applications; knowingly representing without any basis whatsoever, *inter alia*, that the companies and/or entities purportedly sponsoring Group I Plaintiffs' applications were financially solvent and had reliable and stable employment opportunities to provide Group I Plaintiffs; that green card applications sponsored by such companies would be valid and bona fide under U.S. immigration law; and that such applications were likely to be successfully completed and approved within the promised timelines.

99. In reasonable reliance on Legal Facilitator Defendants, Recruiter Defendants and Labor Broker Defendants' explicit and repeated promises made personally and/or through their agents, representatives, and/or employees regarding green cards, family members' ability to immigrate to the United States, and lawful and legitimate employment opportunities in the United States, Group I Plaintiffs undertook considerable economic, social, familial and personal sacrifices, including payment of high fees, assumption of significant interest bearing debt, loss of real and personal property, lost work opportunities, and/or lost or unpaid wages.

100. Group I Plaintiffs signed agreements with Recruiter Defendants, Legal Facilitator Defendants, and/or Labor Broker Defendants and made the first round of installment payments required by these agreements.

101. After Group I Plaintiffs signed agreements with Recruiter Defendants, Legal Facilitator Defendants, and/or Labor Broker Defendants and paid the first installment payments required by the agreements, these Defendants failed to provide Group I Plaintiffs with updates regarding the progress of their green card applications for extended periods of time.

102. When Group I Plaintiffs contacted Recruiter Defendants, Legal Facilitator Defendants, and/or Defendants Rao and Indo-Amerisoft by phone, mail, and/or e-mail at various times between the last half of 2004 and mid-2006 to check on the progress of their green card applications with Labor Broker Defendants, these Defendants falsely assured them that the green card process was going forward. Defendants also falsely told Plaintiffs that their applications had been delayed through no fault of Defendants but assured Plaintiffs that their applications were on “fast track” processing.

103. While awaiting the processing of their green cards, Group I Plaintiffs continued to accrue substantial interest on the money they had borrowed for the purpose of making the first installment payment to these Defendants.

104. In or around January 2006, Recruiter Defendants, Legal Facilitator Defendants and Labor Broker Defendants, personally and/or through their agents, employees and/or representatives notified Group I Plaintiffs via telephone, e-mail, and/or mail communications that the labor certification required for their green card applications had been approved by the U.S. government.

105. After this notification, Recruiter Defendants, Legal Facilitator Defendants and Labor Broker Defendants personally and/or through their agents, representatives, and/or employees, used wire and/or mail communications to collect the second and/or third installment payments from the Group I Plaintiffs.

106. By spring 2006, after the 18 to 24 month processing period promised by Recruiter Defendants, Legal Facilitator Defendants, and Labor Broker Defendants and/or their agents had elapsed, the Group I Plaintiffs had still not received their green cards.

107. By spring of 2006, Recruiter Defendants, Legal Facilitator Defendants, and Labor Broker Defendants and/or their agents had yet to refund Group I Plaintiffs' payments as promised by Plaintiffs' green card agreements.

108. In late May and early June of 2006, the Legal Facilitator Defendants, on behalf of Defendant Signal, filed with the Mississippi Department of Employment Security, the Texas Workforce Commission, and the United States Department of Labor by mail, electronic transmission, and/or fax the completed forms ETA 750 and attachments seeking permission to import and hire 590 foreign guestworkers under the auspices of 8 U.S.C. § 1101(a)(15)(H)(ii)(b), attendant regulations 8 C.F.R. § 214.2(h)(6) and 20 C.F.R. § 655.3, and associated administrative letters and/or guidance (commonly known as "the H-2B guestworker program").

109. Knowing that Signal's labor need was projected to be at least two to three years, the Legal Facilitator Defendants and Defendant Signal stated in these applications to the state workforce commissions and forms ETA 750 that Signal would employ workers from October 1, 2006 to July 31, 2007. These applications to the United States government and the state governments of Mississippi and Texas were furnished with

signatures by Signal executives swearing, under pain of perjury, to the veracity of the information in these applications.

110. Defendant Signal sought these workers to perform various jobs essential to its marine fabrication services business, including welding and fitting.

111. The H-2B guestworker program permits U.S. employers to import foreign workers on short-term temporary visas to meet labor needs when employers attest that they cannot find U.S. workers to perform the available jobs.

112. H-2B visas are non-immigrant visas, are only valid for work with the specific employer listed on the visa, and do not provide portable and/or transferable employment authorization for the visa bearer.

113. Defendant Signal stated in the ETA 750 forms that its need for H-2B guestworkers was “peak load and a one-time occurrence” and that “the temporary workers will work for the length of the prescribed dates of need, will be paid in accordance with the prevailing wage, and will return to their home country at the end of employment.”

114. In the ETA 750 forms, Defendant Signal named Legal Facilitator Defendants as its agents for the purposes of preparing and submitting these applications to import H-2B guestworkers. Legal Facilitator Defendants prepared and submitted these applications on behalf of Signal.

115. At the time of filing the ETA 750 forms and attachments with the Mississippi Department of Employment Security, the Texas Workforce Commission, and the United States Department of Labor, Defendant Signal and the Legal Facilitator Defendants knew that Signal projected the labor need that it sought to fill with foreign workers to be at least two to three years.

116. Defendant Signal and Legal Facilitator Defendants, at or around the time they filed the ETA 750 forms in May and June 2006, repeatedly communicated by telephone, mail, e-mail, and/or fax to direct and coordinate recruitment of Indian workers to fill the anticipated H-2B guestworker jobs. Upon information and belief, Signal and/or Legal Facilitator Defendants repeatedly communicated with Recruiter Defendants by telephone, mail, e-mail, and/or fax to direct and coordinate recruitment of Indian workers to fill the anticipated H-2B guestworker jobs.

117. Upon information and belief, in the course of telephone, fax, e-mail and/or mail communications occurring in or around May or June 2006, Defendant Signal authorized Recruiter Defendants to act as their agents in India and the United Arab Emirates for the purposes of recruiting Indian welders and fitters to fill the anticipated H-2B guestworker jobs at Signal operations.

118. Upon information and belief, in the course of these communications, Defendant Signal further authorized Recruiter Defendants and Legal Facilitator Defendants to represent that Signal would assume sponsorship of the pending and as-yet-unsuccessful green card applications on behalf of, among others, Group I Plaintiffs.

119. Upon information and belief, in the course of these communications, Defendant Signal further authorized Recruiter Defendants and Legal Facilitator Defendants to represent that Signal would apply for at least two to three H-2B visa extensions on behalf of all the Indian H-2B workers, including Plaintiffs, to allow them to remain in the United States working for Signal while Plaintiffs' green card applications were simultaneously being processed.

120. Defendant Signal authorized its agents to make these representations even though it knew or had reason to know that such H-2B guestworker visa extensions and

simultaneous green card applications would not be bona fide and valid under United States immigration law. Moreover, Defendant Signal authorized its agents to make these misrepresentations even though it did not have the intention at that time to apply for such visa extensions and/or green cards on behalf of all of the Indian H-2B workers, including Plaintiffs.

121. In July and August of 2006, with specific dates and assertions as set out in Ex. 1, the Legal Facilitator Defendants on behalf of Defendant Signal filed with the United States Citizenship and Immigration Service by mail, electronic transmission, and/or fax the completed I-129 forms and attachments seeking 590 H-2B visas.

122. Knowing that Signal's labor need was projected to be at least two to three years, in these H-2B visa applications Defendant Signal attested to a 10-month labor need running from October 1, 2006 – July 31, 2007. Signal falsely represented to the United States government that at the end of this 10 month period, it intended to return all H-2B beneficiaries back to India. The Legal Facilitator Defendants declared that the applications were based on all information of which Defendant Burnett had any knowledge despite the fact that the Legal Facilitator Defendants believed that Signal's labor need for these workers exceeded ten months.

123. In spring and summer of 2006, Group I Plaintiffs who had already initiated the green card process spoke with Recruiter Defendants, Legal Facilitator Defendants, and/or Defendants Rao and Indo-Amerisoft over the phone and in person regarding their long-pending green card applications with Labor Broker Defendants.

124. In these communications, Recruiter Defendants, Legal Facilitator Defendants, and/or Defendants Rao and Indo-Amerisoft offered Group I Plaintiffs the opportunity to pursue their green cards under the sponsorship of Defendant Signal.

Plaintiffs were told that for an additional sum of approximately 35,000 to 45,000 rupees (\$800 to \$1,100), they could quickly obtain H-2B visas to go to the United States for work at Defendant Signal's operations.

125. Defendant Global and Defendants Rao and Indo-Amerisoft agreed that Global would take over the recruitment process started by Rao if Rao paid Global a substantial portion of the recruitment fees he had collected from Plaintiffs Vijayan and Dhananjaya, and other Indian workers, in the first and second installment payments.

126. On information and belief, Defendant Rao paid to Defendant Global the collected recruitment fees, and Global began communicating with former Rao recruits, including Plaintiff Vijayan.

127. In these communications, Recruiter Defendants and Legal Facilitator Defendants falsely assured Group I Plaintiffs that Defendant Signal would seek at least two extensions of the temporary H-2B visas with which Plaintiffs would gain admittance to the United States, and that Plaintiffs' H-2B visas would thereafter be converted to permanent green cards.

128. Upon information and belief, prior to these communications with Group I Plaintiffs, Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal communicated and consulted frequently via mail, fax, e-mail and/or telephone communications regarding the issues to be discussed and representations to be made to Group I Plaintiffs.

129. In their communications with Group I Plaintiffs, Recruiter Defendants and Legal Facilitator Defendants further failed to disclose material facts regarding the H-2B visa, including the fact that H-2B visas confer only a temporary non-immigrant status which does not allow the bearer to adjust to permanent residency status and the fact that

applying for H-2B visa status is fundamentally incompatible with simultaneously applying for a green card.

130. Group I Plaintiffs, unaware of U.S. immigration law and the temporary, nonimmigrant character of H-2B visas and desperate not to forfeit the substantial fees that they had already paid, agreed, in reliance on the representations of Recruiter Defendants, Legal Facilitator Defendants, and/or Defendants Rao and Indo-Amerisoft, to transfer their green card applications to Defendant Signal's sponsorship and further agreed to work for Defendant Signal under H-2B visas pursuant to the terms explained by Recruiter Defendants and Legal Facilitator Defendants.

131. In reliance on the representations of Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal, Group I Plaintiffs entered the United States on H-2B guestworker visas in late 2006 and early 2007 for the purposes of working for Defendant Signal at its Pascagoula, Mississippi and Orange, Texas facilities.

132. Group I Plaintiffs would not have paid the extraordinary fees charged by Recruiter Defendants, Legal Facilitator Defendants, and/or Labor Broker Defendants for travel, green cards, visas, and work opportunities had they known that these Defendants' promises and representations were false.

133. Group I Plaintiffs would not have paid the extraordinary fees charged by the Recruiter Defendants, Legal Facilitator Defendants, and/or Labor Brokers Defendants for travel, green cards, visas, and employment opportunities had they known that these Defendants had failed to disclose material facts concerning the nature and terms and conditions of the immigration and work opportunities offered.

Recruitment of the Group II Plaintiffs

134. Acting as Defendant Signal's recruiting agent for the purposes of facilitating the recruitment of Indian workers for employment at Signal, the Recruiter Defendants (Defendants Global Resources, Inc., Dewan Consultants Pvt. Ltd., and Sachin Dewan) placed advertisements in newspapers throughout India and the United Arab Emirates in spring, summer, and fall 2006 offering opportunities for welders and fitters to immigrate permanently to the United States under the auspices of Defendant Signal, "a leading marine and fabrication company in Mississippi and Texas."

135. Recruiter Defendants' advertisements and other recruiting efforts were undertaken on behalf of, at the direction of, and/or in coordination and consultation with Defendant Signal and the Legal Facilitator Defendants (Defendants Malvern Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

136. In response to the advertisements posted by Recruiter Defendants, Plaintiffs Kurian David, Sony Vasudevan Sulekha, Muruganantham Kandhasamy, Palanyandi Thangamani, Hemant Khuttan, Krishan Kumar, Kuldeep Singh, and Thanasekar Chellappan (hereinafter "Group II Plaintiffs") contacted Recruiter Defendants in spring, summer and fall 2006 via telephone and at in-person meetings.

137. Specific facts relevant to the experiences of Group II Plaintiffs Kurian David, Sony Vasudevan Sulekha, Muruganantham Kandhasamy, Palanyandi Thangamani, Hemant Khuttan, Krishan Kumar, Kuldeep Singh, and Thanasekar Chellappan are set forth in the chart attached to this Complaint as Exhibit 1, which is incorporated herein by reference, and which is incorporated into Plaintiffs' RICO Case Statement.

138. Upon information and belief, Defendant Signal's direction of and coordination of Recruiter Defendants' and Legal Facilitator Defendants' recruitment efforts was effectuated by the use of numerous telephone, fax, e-mail, and/or mail communications occurring from spring of 2006 through at least January 2007.

139. In these communications Defendant Signal authorized Recruiter Defendants and Legal Facilitator Defendants to act as their agents for the purposes of recruiting and providing Indian welders and fitters to fill anticipated H-2B guestworker jobs at Signal operations.

140. In these communications, Defendant Signal further authorized Recruiter Defendants and Legal Facilitator Defendants to falsely represent that Signal would agree to sponsor bona fide green card applications for the Group II Plaintiffs and obtain at least two H-2B visa extensions on behalf of Group II Plaintiffs to allow them to remain in the United States working for Signal while their green card applications were being processed.

141. Defendant Signal authorized these representations even through it knew or had reason to know that such visa extensions and green card applications would not be bona fide, valid, or lawful under United States immigration law and even though Signal did not have the intention at that time to apply for visa extensions and/or green cards on behalf of all the Indian H-2B workers, including Group II Plaintiffs.

142. Defendant Signal further learned from the first Indian H-2B workers to arrive at Signal's facilities in late October 2006 that those workers had paid exorbitant recruitment fees to Signal's agents – the Recruiter Defendants and Legal Facilitator Defendants – and had made those payments on the basis of promises, namely that the workers would receive green cards, that Signal knew to be false. Defendant Signal

nonetheless continued to facilitate the transportation, to Signal worksites, of hundreds of more Indian H-2B workers, including Plaintiffs, because it was in Signal's financial interest to do so.

143. In spring, summer, and fall of 2006, Group II Plaintiffs attended meetings at which Recruiter Defendants and Legal Facilitator Defendants, acting on Signal's behalf, informed Group II Plaintiffs of the opportunity to work for Defendant Signal on H-2B visas which would lead to permanent resident (green card) status.

144. Upon information and belief, prior to attending these meetings and testing sessions, Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants conferred in spring, summer, and fall 2006 by phone, mail, fax and/or e-mail to organize, plan, and coordinate the logistics and substantive content of these meetings.

145. Recruiter Defendants and Legal Facilitator Defendants traveled across state and international lines to attend meetings with Group II Plaintiffs in India and the United Arab Emirates in spring, summer, and fall of 2006.

146. According to the statements made at these meetings and in communications effected by wire and mail during this time period, Defendant Signal would sponsor Group II Plaintiffs' green card applications and extend their H-2B visas multiple times to enable Group II Plaintiffs to work in the United States while their green card applications were pending. In exchange, Group II Plaintiffs would have to pay fees totaling as much as 11.5 lakh rupees (\$25,000) each in a series of approximately three installments.

147. Group II Plaintiffs were further informed by Recruiter Defendants and/or Legal Facilitator Defendants that in exchange for an additional fee of approximately

\$1,500 per family member, Plaintiffs would be able to obtain legal permanent residence for their spouses and children.

148. At informational meetings and in telephone conversations, faxes, written agreements, and other written documents transmitted through the use of mail and wire communications occurring during the spring and summer of 2006, Recruiter Defendants and Legal Facilitator Defendants personally and/or through their agents, representatives, and/or employees, represented to Group II Plaintiffs that Signal would provide lawful, stable, and ample employment opportunities, that working under an H-2B visa for Signal was not inconsistent with applying for permanent immigration status sponsored by Signal, and that Signal would obtain for Group II Plaintiffs work-authorized green cards enabling the Group II Plaintiffs to permanently and legally reside in the United States with their families.

149. Such assurances were within the scope of the agency agreements between Signal and Recruiter Defendants and Legal Facilitator Defendants.

150. In such communications with Plaintiffs, Recruiter Defendants, and Legal Facilitator Defendants further promised to act diligently and do everything necessary to ensure that Plaintiffs obtain green cards within 24 months of initiating the green card process.

151. Such promises were within the scope of the agency agreements between Signal and Recruiter Defendants and Legal Facilitator Defendants.

152. Reasonably relying on these and other promises made to them regarding green cards and work opportunities in the United States, Group II Plaintiffs signed green card agreements at various points from mid-2006 to early 2007 with Recruiter

Defendants and Legal Facilitator Defendants in which they promised to pay the fees charged by these Defendants.

153. Written agreements signed by Plaintiffs and other documents provided to Group II Plaintiffs by Legal Facilitator Defendants and Recruiter Defendants through the use of mail and/or wire transmissions in and around mid-2006 through at least early 2007, further promised that Group II Plaintiffs would promptly receive a refund of all or nearly all of their payments if these Defendants did not succeed in securing green cards for Group II Plaintiffs as promised.

154. Legal Facilitator Defendants and Recruiter Defendants knew or should have known, however, that they would not refund Group II Plaintiffs' money as promised in the written agreements and other documents.

155. Legal Facilitator Defendants and Recruiter Defendants induced Group II Plaintiffs to enter the green card agreements without intent to diligently pursue Group II Plaintiffs' applications and without any basis whatsoever for representing, inter alia, that Defendant Signal had lawful long-term employment opportunities to provide Group II Plaintiffs; that Defendant Signal could legally apply for numerous H-2B visa extensions to maintain Group II Plaintiffs' presence in the United States; that working under an H-2B visa for Signal was not inconsistent with applying for permanent immigration status sponsored by Signal; that green card applications sponsored by Defendant Signal would be valid and bona fide under U.S. immigration law; and that such applications were likely to be successfully completed and approved within the promised timelines.

156. In reasonable reliance on Recruiter Defendants and Legal Facilitators' explicit and repeated promises regarding green cards and employment opportunities in the United States, Group II Plaintiffs undertook considerable personal and familial

sacrifices, including the mortgaging and/or sale of personal property and incurrence of debt, in order to amass the funds necessary to initiate the green card process with Defendant Signal.

157. In reasonable reliance on the promises of Recruiter Defendants and Legal Facilitator Defendants, Group II Plaintiffs signed written agreements with these Defendants and made the payments required by these agreements.

158. Group II Plaintiffs would not have paid the extraordinary fees charged by Recruiter Defendants and Legal Facilitator Defendants for green cards, visas, and employment opportunities had they known that these Defendants' promises and representations were false.

159. Group II Plaintiffs would not have paid the extraordinary fees charged by the Recruiter Defendants and Legal Facilitator Defendants for green cards, visas, and employment opportunities had they known that these Defendants had failed to disclose material facts concerning the nature and terms and conditions of the immigration and work opportunities offered.

Preparations and Departure for Signal Operations in the United States (All Plaintiffs)

160. At various times during the spring, summer, and fall 2006, employees of Defendant Signal traveled to various locations in India and the United Arab Emirates and tested Plaintiffs' welding and pipefitting skills in anticipation of employing them in the United States.

161. Plaintiffs paid costs necessary to travel to the cities where these tests were held.

162. Plaintiffs paid admission fees charged to take these tests.

163. Plaintiffs attended and passed these tests, which were overseen and graded by Defendant Signal's and/or Defendant Dewan's agents, employees, and/or representatives.

164. Upon information and belief, prior to attending these meetings and testing sessions, Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants conferred in spring, summer, and fall 2006 by phone, mail, fax and or e-mail to organize, plan, and coordinate the logistics and substantive content of these testing sessions.

165. On or about July 20, 2006 and August 17, 2006, the United States Department of Labor approved Signal's labor certification applications for 590 H-2B workers for the period of October 1, 2006 through July 31, 2007.

166. In approving these labor certification applications, the United States Department of Labor relied on the accuracy of the applications' stated 10-month period of labor need.

167. On information and belief, the Department of Labor is prohibited by its internal guidelines to grant labor certification applications without relying on the application's statement of temporary labor need.

168. In late August and early September 2006, the United States Citizenship and Immigration Service approved Signal's H-2B visa petitions for 590 H-2B workers for the period of October 1, 2006 through July 31, 2007.

169. In approving these visa petitions, the United States Citizenship and Immigration Service relied on the accuracy of the petitions' stated 10-month period of labor need and the representation that Defendant Signal's need was based on a one time peak-load temporary demand.

170. The United States Citizenship and Immigration Service must, according to regulation, rely on the stated period of the petitioner's labor need, see 8 C.F.R.214.2(h)(6)(ii)(B) (2006).

171. Defendant Signal, Legal Facilitator Defendants, and Recruiter Defendants knew that the stated period of need in Signal's applications for labor certifications and for H-2B visas were inconsistent with Signal's projected actual labor need and therefore Defendants knew these statements to the government were false

172. The Recruiter Defendants and the Legal Facilitator Defendants used the H-2B visas, obtained from the U.S. Government on the basis of false statements by Defendant Signal and the Legal Facilitator Defendants, to elicit payments of the second and/or third installment from Plaintiffs and other class members.

173. Plaintiffs entered the United States on H-2B guestworker visas, issued by the U.S. Government on the basis of false statements made by Defendant Signal and the Legal Facilitator Defendants, in late 2006 and early 2007 for the purposes of working for Defendant Signal at its Pascagoula, Mississippi and Orange, Texas facilities.

174. From the beginning of the recruitment process, Defendant Signal, the Legal Facilitator Defendants, and the Recruiter Defendants represented to Plaintiffs and/or by omission caused Plaintiffs to believe that they were processing the green card applications concurrently with the H-2B applications.

175. Plaintiffs relied on these representations and omissions when they made installment payments on their recruitment fees.

176. Defendant Signal, the Legal Facilitator Defendants, and the Recruiter Defendants did not process green card applications concurrently with the H-2B applications. In fact, these Defendants did not submit green card applications until after

Plaintiffs already were in the United States, if at all. Defendants' representations to the contrary were false when made.

177. Around the time of USCIS's visa approval, Plaintiffs made necessary preparations in order to travel to the United States on H-2B visas to work for Signal, including: paying to obtain necessary travel and legal documents; making payments to the United States consulate, Recruiter Defendants and Legal Facilitator Defendants for mandatory H-2B visa and consular processing fees; attending H-2B visa interviews; and paying Recruiter Defendants for travel arrangements.

178. In order to secure H-2B visas to work for Signal, Plaintiffs were required to be interviewed by United States Consular offices in Indian cities.

179. These consular interviews necessitated that Plaintiffs pay the costs of travel from their homes and/or current places of employment to various large Indian cities including Chennai (Madras) and Mumbai (Bombay).

180. Recruiter Defendants and/or Legal Facilitator Defendants, acting as Defendant Signal's agents, required that Plaintiffs meet with Recruiter Defendants and/or the Legal Facilitator Defendants in these Indian cities prior to attending their consular interviews.

181. Upon information and belief, prior to these meetings Recruiter Defendants and Legal Facilitator Defendants discussed amongst themselves and with Defendant Signal by e-mail, telephone, or in-person communications the topics to be discussed and instructions to be given to Plaintiffs at these meetings.

182. At these pre-interview meetings, Recruiter Defendants and Legal Facilitator Defendants ensured that Plaintiffs were up-to-date on paying the fee installments required by their green card agreements.

183. Defendants further required that Plaintiffs pay an additional 35,000 to 45,000 rupees (\$800 to \$1,100) fee for H-2B visa processing.

184. Recruiter Defendants and/or Legal Facilitator Defendants required Plaintiffs to sign documents permitting Defendant Sachin Dewan to receive their visa-stamped passports from the Consulate on Plaintiffs' behalves.

185. Recruiter Defendants and/or Legal Facilitator Defendants also coached the Plaintiffs on what to say during consular interviews.

186. Recruiter Defendants and/or Legal Facilitator Defendants told Plaintiffs that if they did not follow these instructions regarding the interviews, Plaintiffs would not receive their visas and would forfeit the all moneys they had previously paid to Defendants, in addition to losing their opportunity to permanently immigrate to the United States.

187. During Plaintiffs' consular interviews, the consular officials took Plaintiffs' passports from them.

188. Once Plaintiffs' visas were approved, consular officials sent their passports, with H-2B visas affixed, directly to Defendant Dewan.

189. After receiving word that Plaintiffs' visas were approved, Recruiter Defendants made travel arrangements for Plaintiffs' departures to the United States.

190. Before Plaintiffs could leave for the United States, however, Plaintiffs were required to attend final meetings in Recruiter Defendants' Mumbai (Bombay) office.

191. Such meetings typically took place mere hours before Plaintiffs' scheduled departures to the United States, when Recruiter Defendants' office was teeming with anxious fellow Indian workers awaiting departure to the United States.

192. At these meetings, Recruiter Defendants collected final installment payments required by Plaintiffs' green card agreements.

193. Recruiter Defendants also required that Plaintiffs, some of whom did not proficiently read or speak English, sign English language documents with little or no time for review.

194. Recruiter Defendants refused to return Plaintiffs' passports -- which had been in Defendant Sachin Dewan's possession since after Plaintiffs' H-2B visas were approved by Consular Officials -- until after Plaintiffs had paid the final installments and signed the mandatory paperwork.

195. In forceful tones, Recruiter Defendants or their staff demanded that Plaintiffs quickly sign the mandatory documents, lest they miss the flights to the United States which Recruiter Defendants had scheduled for them.

196. Without possession of their passports and within this rushed and hostile atmosphere, Plaintiffs had no reasonable opportunity to review, negotiate, and/or make any changes to the documents presented them.

197. On occasions when workers who appeared at the Mumbai office failed to present sufficient funds to pay the final installment required by the green card agreements, Defendant Dewan and his associates threatened to destroy and/or deface these workers' passports.

198. Such threats were uttered in the presence of other workers, causing these workers to reasonably believe that they had no choice but to pay the final installments in full.

199. Based on the Recruiter Defendants' threatening and coercive behavior during these pre-departure meetings in Mumbai and the extraordinary and increasing

levels of debt they had incurred to pay the Recruiter Defendants and Legal Facilitator Defendants for green card and H-2B visa arrangements, Plaintiffs reasonably believed that they had no choice but to make the payments required by the Recruiter Defendants and to travel to the United States to work for Defendant Signal.

200. Plaintiffs and up to 578 other Indian H-2B workers traveled from Mumbai to Defendant Signal's operations in the U.S. at various times from late October 2006 to approximately April 2007 on tickets arranged by the Recruiter Defendants.

201. Pursuant to Defendant Signal's instructions and arrangements, approximately 300 workers were to be sent to Signal's Pascagoula, Mississippi facility and approximately 290 workers were to be sent to Signal's Orange, Texas facility upon arrival in the United States, although Signal's Orange, Texas facility began turning away workers in February 2007.

202. The Plaintiffs had no choice but to use the Recruiter Defendants and the Legal Facilitator Defendants to secure employment at Defendant Signal's operations.

203. The Plaintiffs had no choice but to pay the fees the Recruiter Defendants and the Legal Facilitator Defendants charged to secure employment at Defendant Signal's operations.

204. Management personnel at Defendant Signal made the conscious and deliberate decision to prohibit the Plaintiffs from securing employment at Signal's operations either through another recruiter or by bypassing recruiters altogether and applying directly with Defendant Signal.

Conditions at the Signal Facilities in Pascagoula and Orange

205. Upon arrival at Defendant Signal's facilities in Pascagoula and Orange, Plaintiffs were shocked to discover that they were to be living in unsanitary, isolated, and overcrowded labor camps comprised of trailer-like bunkhouses.

206. Defendant Signal's labor camps were located in isolated, industrial areas miles removed from shopping areas, places of worship, and residential communities. The camps were enclosed by fences and accessible only by a single guarded entrance.

207. The labor camp gates were constantly monitored by security guards retained by Defendant Signal. Upon information and belief, some or all of these guards may have been obtained by Signal through the Swetman Security company.

208. Signal's security guards monitored Plaintiffs' comings and goings by requiring them to show their employee identification badges and/or recording when Plaintiffs entered and/or exited the camps. Signal's security guards also searched Plaintiffs' packages and bags when they entered the camps.

209. Except on rare occasions, Plaintiffs were not permitted to receive visitors in the labor camps.

210. Up to twenty-four men were housed in each bunkhouse and made to sleep in two-tiered bunk beds. The bunk beds were so tightly packed in the bunkhouses that it was difficult for workers to move about in the narrow passageways between bunks. These housing conditions, inter alia, violated the OSHA.

211. The Signal labor camp bunkhouses had insufficient toileting and bathing facilities for twenty-four men, resulting in long lines for the bathrooms before and after work shifts, as well as unsanitary conditions in the bathrooms and showers.

212. Privacy was non-existent, and Plaintiffs often experienced extreme difficulty sleeping due to the constant noise resulting from the close quarters and the comings and goings of workers who worked on different day or night shifts.

213. Defendant Signal's personnel and/or security guards conducted surprise searches of the dormitory areas of the bunkhouses, including searches of workers' personal belongings.

214. Plaintiffs took their meals in Defendant Signal's mess halls, which were only open during limited hours and were dirty and unsafe. Due to unhygienic kitchen conditions and living, Indian H-2B Workers, including Plaintiffs, frequently became ill, sometimes requiring hospitalization.

215. Upon information and belief, Defendant Signal did not obtain the required permit(s) to furnish the board at their Texas and Mississippi man camps, and the condition and sanitation of the board further violated federal, state, and/or local law including, inter alia, the U.S. Food and Drug Administration Food Code, as adopted and modified by Mississippi Department of Health Food Regulations (Mississippi man camp residents) and Texas Food Establishment Rules (Texas man camp residents).

216. Defendant Signal deducted labor camp fees of approximately \$35 per day (\$245 per week, or approximately \$1,050 per month) from Plaintiffs' paychecks for these substandard accommodations and meals. This money was deducted for every day and irrespective of the number of paid hours Plaintiffs worked. It was deducted irrespective of whether injury or inclement weather prevented Plaintiffs from working, or whether Signal only provided Plaintiffs a limited number of work hours during a given pay period.

217. When Plaintiffs complained and asked to live outside the labor camps, Defendant Signal initially refused. Subsequently, Signal told workers that if they tried to live outside the camps Signal would still deduct the labor camp fees from Plaintiffs' wages. As a result, Plaintiffs reasonably felt that they had no choice but to continue living in the Signal camps.

218. Defendant Signal only housed Indian H-2B workers such as Plaintiffs in its labor camps, which non-Indian employees and management at Signal referred to as the "reservation(s)". Upon information and belief, workers of non-Indian descent were neither required nor allowed to live in and/or pay for accommodations in Defendant Signal's labor camps.

219. Defendant Signal subjected Plaintiffs to skills testing and re-testing, on-the-job discipline, layoffs, periods without work, lack of safety precautions, unfavorable job assignments, evaluation processes, and other adverse employment actions to which non-Indian and U.S. citizen workers were not similarly subjected.

220. In addition, Signal camp personnel and supervisors frequently used offensive language in speaking with and/or referring to Plaintiffs and other Indian H-2B workers and regularly insulted Plaintiffs and other Indian H-2B workers on the basis of their race, national origin, and/or alienage.

221. During the first week of employing Plaintiffs and others similarly situated in the United States, Defendant Signal did not reimburse Plaintiffs and others similarly situated for any of the expenses that Plaintiffs and others similarly situated were required to incur as a pre-condition of seeking employment with Signal.

222. During the first two weeks of employing Plaintiffs and others similarly situated in the United States, Defendant Signal deducted approximately \$100 to \$200

each week from Plaintiffs' and other similarly situated workers' checks for job-related tool kits which they were required to purchase from Defendant Signal.

223. Over the course of their employment at Defendant Signal, Plaintiffs and others similarly situated were routinely awarded a fifty cent per hour "safety bonus" for workweeks when they met Defendant Signal's safety rules.

224. The safety bonus Defendant Signal paid the Plaintiffs and others similarly situated was in addition to their regular hourly wage.

225. Upon information and belief, the safety bonus was non-discretionary with respect both to the decision to pay the bonus and to the amount of the bonus.

226. Defendant Signal paid the safety bonus to the Plaintiffs and others similarly situated pursuant to a prior agreement or promise causing the Plaintiffs and others similarly situated to expect the bonus payments regularly if they met the required safety criteria.

227. During workweeks when the Plaintiffs and others similarly situated worked more than 40 hours, Defendant Signal did not pay one and one-half times the amount of the safety bonus for all overtime hours worked.

228. Signal personnel and management regularly threatened Plaintiffs and other H-2B workers that if they did not continue working for Signal, or did not work according to Signal's specifications, Plaintiffs and other Indian H-2B workers would be deported back to India.

229. In the isolated and guarded atmosphere of the labor camps and grappling with the crushing debts they had incurred to come to the United States, Plaintiffs reasonably felt that Signal's statements were threatening and felt forced to continue working for Signal despite terrible working and living conditions.

230. At regular meetings and in one-on-one or small group conversations with Signal camp personnel and management, some workers, including Plaintiffs Vijayan and Kadakkarappally, voiced complaints regarding the discriminatory and abusive treatment to which Indian H-2B workers were subject.

231. Plaintiffs Vijayan and Kadakkarappally took leading roles in voicing others' complaints to Defendant Signal's personnel in camp meetings.

232. When Indian workers, including Vijayan and Kadakkarappally, voiced grievances regarding housing, food, and wages, Defendant Signal's personnel warned them to stop complaining.

233. When Signal took no action in response to workers' complaints, numerous Indian H-2B workers living at the Pascagoula labor camp, including Plaintiffs Vijayan and Kadakkarappally, began meeting collectively to discuss how to persuade Signal to improve conditions in its labor camps, including meeting with third parties to discuss how best to address their concerns.

234. Defendant Signal became aware of these meetings, such as a meeting between workers -- including Plaintiffs Vijayan and Kadakkarappally-- and third parties whom Signal believed to be attorneys.

235. Defendant Signal, through its employees and/or agents, contacted the Recruiter Defendants and Legal Facilitator Defendants to express its concerns about worker organizing efforts and the specific involvement of Plaintiffs Vijayan and Kadakkarappally.

236. Upon information and belief, during these conversations Recruiter Defendants, Legal Facilitator Defendants, and Signal reached an agreement regarding steps that they would take to discourage further worker organizing efforts and to ensure

that the majority of the Indian H-2B workforce continued to work at Signal without complaint, as well as to prevent the Indian H-2B workforce from exercising their legal rights.

237. Upon information and belief, Signal management and camp personnel conferred and planned internally and with the private Swetman security firm to respond to workers' organizing activities and to take actions to ensure that the majority of the Indian H-2B workforce continued to work at Signal without complaint, as well as to prevent the Indian H-2B workforce from exercising their legal rights.

238. On or about March 7, 2007, Defendant Sachin Dewan called Plaintiff Vijayan's wife at her home in India and warned her that Plaintiff Vijayan must stop making trouble at Signal.

239. Plaintiff Vijayan's wife informed Plaintiff Vijayan of this call, and Vijayan called Defendant Dewan on or about March 8, 2007. During that conversation, Defendant Dewan told Plaintiff Vijayan that Dewan had learned from Defendant Signal that Vijayan was organizing the workers and making trouble. Defendant Dewan told Plaintiff Vijayan that if the organizing continued, all the workers would be sent back to India.

240. Plaintiff Vijayan informed other Indian workers about his conversation with Defendant Dewan and the call his wife had received from Defendant Dewan, and word spread quickly through the Pascagoula and Orange camps regarding the threats against Vijayan.

241. News about the calls between Defendant Dewan, Plaintiff Vijayan, and Vijayan's wife substantially heightened the reasonable fears of Plaintiffs in the Pascagoula and Orange camps that if they complained about or tried to leave the

discriminatory and substandard working and living conditions at Signal, the Recruiter Defendants, Legal Facilitator Defendants, and Signal would retaliate against Plaintiffs or their families with acts of violence or by arranging for Plaintiffs' deportation to India.

242. Defendant Signal called a workforce-wide meeting on or about March 8, 2007 in the Pascagoula camp, attended by Signal management and Defendant Burnett.

243. At this meeting, Signal management told Plaintiffs and other H-2B workers that Signal would fight back against organizing efforts by the workers.

244. Signal management further threatened that Signal would not extend Plaintiffs' and all other Indian H-2B workers' visas if any of the workers took legal action against Signal. At that same meeting Defendant Burnett told the workers that they were ineligible for other kinds of immigration relief and could depend only on Signal to maintain their H-2B immigration status and pursue their green card applications.

245. At or about the same time as this camp-wide meeting in Pascagoula, Mississippi, Signal management made the decision to terminate and forcibly deport Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan, and to do so by means that would make an example of them for the other Indian workers in order to keep those workers in line.

246. Early on the morning of March 9, 2007, Signal locked the gate to its Pascagoula labor camp, thereby obstructing the sole means of direct entry to and exit from the camp.

247. Around this same time, Signal camp coordinator Darrell Snyder, and approximately five security guards, some or all of whom were obtained through the private Swetman Security firm, swept through the bunkhouses carrying pictures of Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan.

248. Security guards began accosting workers to determine whether they were the individuals shown in the pictures.

249. Plaintiffs and other Indian H-2B workers became increasingly frightened and confused by these activities, particularly when word spread that Signal had locked the gate that served as the sole exit from the labor camp.

250. Around 5:15 AM that morning, Plaintiff Vijayan was walking towards the dining area. On his way, he saw that two of his fellow workers had been detained by security guards. When he attempted to make contact with them, a security guard denied him entry. Subsequently, after arriving in the mess hall, a security guard and Darrell Snyder, a Signal employee, aggressively confronted Vijayan and instructed him that he was in their custody.

251. Based upon the threats Signal executives made at the meeting on March 8, 2007, Plaintiff Vijayan's recent phone call with Sachin Dewan, and Plaintiff Vijayan's observation of security guards detaining fellow Indian workers against their will and denying himself and other workers access to them, Vijayan feared what Defendant Signal might do to him.

252. Plaintiff Vijayan began to panic, thinking of the enormous quantity of money he had spent to come to the United States and the massive debts he owed in India. Vijayan knew that he would not be able to repay such debts if he were deported and no longer employed by Signal.

253. These feelings, combined with Plaintiff Vijayan's reasonable fear that Snyder and the security guards might physically hurt him, drove Vijayan to attempt suicide. Vijayan had to be transported from the labor camp to a local hospital for immediate medical attention.

254. While attempting to assist Plaintiff Vijayan in obtaining medical attention, Plaintiff Kadakkarappally was grabbed by Darrell Snyder and/or one or more of the security guards.

255. Plaintiff Kadakkarappally was marched into a communal room in the labor camp referred to by workers as “the TV room.”

256. Upon arriving in the TV room, Kadakkarappally found two workers already held inside. Earlier that morning, Darrell Snyder and the security guards had grabbed Plaintiff Chellappan in the communal eating area and Plaintiff Kumar in his bunkhouse and forced both of them into the TV room, where they were kept under guard and prevented from leaving.

257. In the TV room, Darrell Snyder informed Plaintiff Kadakkarappally that he and Plaintiffs Kumar and Chellappan were fired and would be taken to the airport to be deported to India. Snyder demanded that Plaintiff Kadakkarappally stay inside the TV room, and Kadakkarappally was prevented from leaving the TV room by security guards.

258. Plaintiff Singh, upon realizing Snyder and the security guards were looking for him and intended to apprehend and detain him, hid himself and later fled the camp via an adjacent work area.

259. Plaintiffs Kadakkarappally, Kumar, and Chellappan were detained in the TV room, under guard, from approximately 6 a.m. for several hours.

260. Several security guards watched over Plaintiffs Kadakkarappally, Kumar, and Chellappan while they were detained. Over the course of several hours, security guards denied Kadakkarappally, Kumar, and Chellappan’s repeated requests to be let out of the TV room, to get something to drink, or to use the bathroom.

261. When Plaintiff Kadakkarappally, Kumar, and Chellappan's co-workers attempted to come into the TV room to talk to the three workers kept inside, the security guards pushed them back.

262. Confused and frightened, workers assembled outside the TV room to protest the treatment of Plaintiffs Kadakkarappally, Kumar, and Chellappan.

263. At around 10 AM, Signal camp personnel finally permitted Plaintiffs Kadakkarappally, Kumar, and Chellappan to use the bathroom accompanied by security guards, one at a time.

264. Around noon, Darrell Snyder and a Pascagoula police officer entered the TV room and the officer questioned why Plaintiffs Kadakkarappally, Kumar, and Chellappan were there. Snyder said that these workers had been fired and would be sent back to India.

265. By early afternoon on March 9, 2007, local media, religious advocates, and other individuals had gathered outside the camp gate to express their concern over the attempted suicide of Plaintiff Vijayan and the forced detention of Plaintiffs Kadakkarappally, Kumar, and Chellappan.

266. Faced with growing protests by community members and Signal employees, Defendant Signal decided not to forcibly transport Plaintiffs Kadakkarappally, Kumar, and Chellappan to the airport for deportation to India, and instead escorted them from the Pascagoula labor camp.

267. Plaintiffs David and Kandhasamy and other Indian H-2B workers working at Signal's Orange facilities rapidly learned of the events at the Pascagoula labor camp on March 9, 2007. In response and out of fear for their continued well-being, some workers surreptitiously fled both camps.

268. Within a few days of Plaintiffs' and other Indian H-2B workers' arrival at its labor camps in late 2006 and early 2007, Signal personnel had conducted meetings at the labor camps between Plaintiffs and representatives from specific banks. In Pascagoula, these meetings were with representatives from M & M Bank.

269. At the instruction of Defendant Signal, Plaintiffs at these respective locations had opened accounts with the designated banks and agreed to directly deposit their wages in these accounts. Defendant Signal's establishment of Plaintiffs' accounts with these banks gave it unique access to and control over Plaintiffs' funds.

270. At some point before April 10, 2007, after some Indian H-2B workers had fled Signal's Pascagoula camp, M & M Bank denied these departed workers access to their bank accounts and invalidated their ATM cards.

271. Upon information and belief, M & M Bank refused the departed workers access to their own bank accounts at Defendant Signal's behest.

272. Indian H-2B workers still working at Signal labor camps heard about the difficulty departed Signal workers had in accessing their funds through Signal-established bank accounts and reasonably believed that similar action might be taken against them should they try to leave Defendant Signal's employ.

273. The information about workers' inability to access their money, combined with other factors described herein, contributed to the reasonable beliefs of Plaintiffs and the other remaining Indian H-2B workers that if they tried to leave the employ of Defendant Signal they would face serious harm and/or threatened or actual abuse of the legal process.

274. Defendant Signal's actions on and after March 9, 2007 significantly intensified the reasonable fears of the remaining Plaintiffs and other Indian H-2B workers

in the Pascagoula and Orange camps that if they tried to leave Signal's employ or oppose unlawful and coercive employment conditions at Signal, including by consulting with counsel, they faced the threat of physical restraint, detention, forced deportation, or other serious harms and/or abuses of the legal process.

275. Throughout the spring and summer of 2007, Signal personnel in the Mississippi and Texas camps held various meetings with the remaining Plaintiffs and other Indian H-2B workers to discuss the status of Plaintiffs' and other Indian H-2B workers' visas and green card applications.

276. Upon information and belief, during spring and summer 2007 Signal personnel conferred amongst themselves and with the Recruiter Defendants and the Legal Facilitator Defendants via phone and/or e-mail to reach agreement on what should be said to workers attending the meetings.

277. Soon after March 9, 2007, Defendant Signal held a camp-wide meeting in Pascagoula. Signal personnel told the Indian H-2B workers that Signal would sponsor their green cards if they stayed at Signal and obeyed Signal's rules, and warned that if workers held any meetings against Signal's interests, they would be terminated.

278. In that same time period, Defendants Sachin Dewan and Burnett came to the Signal camp and again promised, in the presence of Signal personnel, that Signal, through its attorney Defendant Burnett, would make bona fide applications for green cards and obtain several H-2B visa extensions for the Plaintiffs who had not been terminated by Signal (Plaintiffs David, Sulekha, Thangamani, Kandhasamy, Khuttan, Padavettiyil and Dhananjaya), and the other Indian H-2B workers. Plaintiffs reasonably relied on these promises.

279. In meetings and conversations in spring and summer 2007, Defendant Signal, through its agents and employees at the Pascagoula and Orange facilities, continued to promise that Signal would arrange for the H-2B visa extensions and green cards originally promised Plaintiffs when they were recruited in India and the United Arab Emirates.

280. At the same time Defendant Signal was promising to arrange for H-2B visa extensions and green cards for the Plaintiffs who had not been terminated by Signal, as well as other Indian H-2B workers, Signal in fact was secretly evaluating all of the Indian workers with the intent of not applying for visa extensions for certain of the Indian H-2B workers.

281. Plaintiffs' continuing dependence on Defendant Signal for their present and future immigration status, their continuing high levels of indebtedness, as well as other factors reasonably led those Plaintiffs who had not been terminated by Signal to fear serious harm and/or abuse of the legal process if they left Signal's employ.

282. Under such circumstances, these Plaintiffs reasonably felt like they had no choice but to continue working for Signal.

283. At various times relevant to Plaintiffs' claims, Defendant Signal refused to confirm whether valid H-2B visa extensions had in fact been obtained for Plaintiffs, coercing Plaintiffs to continue working for Signal in the hope that Signal would finally resolve their uncertain immigration status.

284. Since first contracting with Defendants in India and the United Arab Emirates, Plaintiffs have yet to receive from Defendants the green cards Defendants promised them. Despite clear agreements requiring them to do so, the Recruiter Defendants, the Legal Facilitator Defendants, and the Labor Broker Defendants have

refused to refund any of the moneys Plaintiffs paid to them and/or their agents for unsuccessful green card and visa processing.

285. Defendants received advantage under their agreement with Plaintiffs. Specifically, Defendants reaped significant profits from recruitment fees Plaintiffs paid to the Defendants.

286. Defendant Signal received advantage under their agreement with Plaintiffs through payments Plaintiffs made for housing in Signal labor camps.

287. Defendant Signal received advantage under their agreement with Plaintiffs through increased profits brought about by having a captive work force Signal could pay significantly less than contract labor and by using the captive work force to complete projects it otherwise would not timely complete, thereby avoiding liquidated damages clauses in Signal's underlying contracts with its customers.

CLAIMS FOR RELIEF

288. Plaintiffs' specific claims for damages are set forth herein and in Exhibit 2 attached to this Complaint, which is incorporated herein by reference.

FIRST CLAIM FOR RELIEF

THE TRAFFICKING VICTIMS PROTECTION ACT OF 2003
Forced Labor (18 U.S.C. § 1589) and trafficking with respect to peonage, slavery,
involuntary servitude, or forced labor (18 U.S.C. § 1590)

*All Plaintiffs Against Defendants Signal, the Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants), and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, Gulf Coast Immigration Law Center)*⁶

289. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

290. Plaintiffs bring this claim against Defendants Signal, the Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants), and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

291. Plaintiffs are authorized to bring these civil claims against Defendants pursuant to the civil remedies provision of the Trafficking Victims Protection Reauthorization Act of 2003 (TVPA), 18 U.S.C. § 1595.

292. Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants attempted to and did subject Plaintiffs to forced labor in violation of 18 U.S.C. § 1589.

293. Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants knowingly attempted to and did physically restrain and/or threaten Plaintiffs with serious harm in order to obtain the labor and services of Plaintiffs in violation of 18 U.S.C. §1589(1).

⁶ Claims against Michael Pol, the President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Plaintiffs will seek leave to amend the Sixth Amended Complaint if and when the stay is lifted.

294. Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants knowingly attempted to and did obtain the labor and services of Plaintiffs using a scheme, plan, or pattern which, in the totality of the circumstances, was intended to coerce and did coerce Plaintiffs to believe that they would suffer serious harm if they were to leave the employ of Defendant Signal in violation of 18 U.S.C. § 1589(2).

295. Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants' scheme to isolate Plaintiffs, to coerce them to live in conditions causing psychological harm, and to limit their outside contacts, including unlawful discrimination in violation of 42 U.S.C. § 1981, was designed to convince Plaintiffs that they would suffer serious harm if they were to leave the employ of Defendant Signal.

296. Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants retaliated against Plaintiffs for attempts to exercise their legal rights, and threatened Plaintiffs with deportation and deceived Plaintiffs about the terms of their immigration status in a manner that constitutes an abuse of the legal process under 18 U.S.C. § 1589(3).

297. Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants knowingly recruited, transported, harbored, provided, and/or obtained the Plaintiffs so as to obtain their labor and services in violation of laws prohibiting peonage, slavery, involuntary servitude, and forced labor within the meaning of the provisions of the Trafficking Victims Protection Act, 18 U.S.C. § 1590 (TVPA).

298. In violation of 18 U.S.C. § 1590, and in addition to the violations of 18 U.S.C. § 1589 set forth above, Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants knowingly recruited, transported, harbored and/or obtained the

Plaintiffs for labor or services in furtherance of these Defendants' violations of the following provisions of Title 18, Chapter 77 of the U.S. Code:

a. enticing, persuading, or inducing the Plaintiffs to go on board an airliner and to go to various locations throughout the United Arab Emirates, India, and the United States, with the intent that they may be made or held in modern-day slavery, violating 18 U.S.C. § 1583;

b. knowingly and willfully holding Plaintiffs to involuntary servitude, as defined by the TVPA, 22 U.S.C. § 7102(5)(a) and (b), violating 18 U.S.C. § 1584;

c. removing, confiscating, or possessing Plaintiffs' passports and other immigration documents in the course of, or with the intent to violate 18 U.S.C. §§ 1583, 1584, 1589, and 1590, violating 18 U.S.C. § 1592(a); and

d. attempting to violate 18 U.S.C. §§ 1583, 1584, 1589, and 1590, thereby violating 18 U.S.C. § 1594(a).

299. As a proximate result of the conduct of Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants, Plaintiffs have suffered emotional injuries, injuries to their businesses and property, and other damages.

300. Under the TVPA, Plaintiffs are entitled to recover compensatory and punitive damages in an amount to be proven at trial, including but not limited to:

- a. compensation at the prevailing wage rate and all applicable overtime wages for the work done while at Signal;
- b. damages for emotional pain and suffering, including but not limited to fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or

ordeal experienced during the recruitment process up to the point at which each Plaintiffs' employment at Signal was terminated;

- c. compensation for all moneys paid during the recruitment process and in order to come to the United States to work for Signal, including, but not limited to: recruitment fees; travel expenses; legal fees; medical testing; skills testing and administrative fees; losses on any personal or real property sold or pawned for the purposes of making payments in connection with the recruitment described herein; and fees and interest paid on any loans incurred as a result of the recruitment process up to the point at which each Plaintiffs' employment at Signal was terminated;
- d. compensation of deductions taken from Plaintiffs' paychecks by Defendant Signal for room and board;
- e. punitive damages; and
- f. attorneys' and experts' fees and costs as authorized by 18 U.S.C. § 1595.

301. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

SECOND CLAIM FOR RELIEF

RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT
18 U.S.C. § 1962(c) and 18 U.S.C. § 1962(d)

*All Plaintiffs Against All Defendants*⁷

302. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

303. Plaintiffs' RICO Case Statement is incorporated herein by reference.

304. Plaintiffs bring these claims under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-68 ("RICO").

305. Group I Plaintiffs (Plaintiffs Kadakkarappally, Vijayan, Dhananjaya, and Padavettiyil) bring these claims against all Defendants, specifically: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); the Labor Broker Defendants (Indo-Amerisoft, Rao, J & M Associates, J & M Marine, and Wilks); and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

306. Group II Plaintiffs (Plaintiffs Thangamani, David, Kandhasamy, Khuttan, Chellappan, Singh, Kumar, and Sulekha) bring these claims against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

⁷ Claims against Michael Pol, the President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Further, claims against Indo-Amerisoft and Rao also have been stayed pending the outcome of their bankruptcy proceedings. Plaintiffs will seek leave to amend the Sixth Amended Complaint if and when these stays are lifted.

307. Plaintiffs are “persons” with standing to sue within the meaning of 18 U.S.C. § 1964(c).

308. Each of the Defendants is a “RICO person” within the meaning of 18 U.S.C. § 1963(1).

309. All Defendants and the United States Consular officers in India constitute an association-in-fact, and therefore an enterprise (the “RICO Enterprise I”), within the meaning of 18 U.S.C. § 1964(4).

310. Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal are an association-in-fact, and therefore an enterprise (the “RICO Enterprise II”), within the meaning of 18 U.S.C. § 1964(4).

311. Recruiter Defendants, Defendant Signal, Legal Facilitator Defendants, Swetman Security, and M & M Bank are an association-in-fact, and therefore an enterprise (the “RICO Enterprise III”) within the meaning of 18 U.S.C. § 1964(4).

The RICO Enterprises

RICO Enterprise I

312. RICO Enterprise I is an ongoing business relationship between all Defendants, and the United States Consular officers in India, with the common purpose of recruiting, transporting, providing, processing, and obtaining foreign workers to work on shipyards in the United States, including on Signal’s operations in Texas and Mississippi.

313. RICO Enterprise I is engaged in interstate commerce in that its activities and transactions relating to the international and interstate movement of workers affect

interstate commerce and frequently require travel and communications across state and international lines.

314. The members of RICO Enterprise I function as a continuing unit.

315. Defendants conducted or participated in, and/or conspired to conduct or participate in the affairs of RICO Enterprise I through a pattern of numerous acts of racketeering activity in violation of 18 U.S.C. § 1962(c) and 18 U.S.C. § 1962(d), related by their common goal to recruit, obtain, transport, process, and provide workers through the use of fraudulent promises, exorbitant fees, forced labor, and/or trafficking in persons.

316. Specifically, Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal conducted or participated in and/or conspired to conduct the affairs of RICO Enterprise I by engaging in the following predicate acts of racketeering activity under 18 U.S.C. § 1961(1):

- a. Enticement into modern day slavery in violation of 18 U.S.C. § 1583.
- b. Involuntary servitude in violation of 18 U.S.C. § 1584.
- c. Forced labor in violation of 18 U.S.C. § 1589;
- d. Trafficking in persons with respect to modern day slavery, involuntary servitude, and forced labor in violation of 18 U.S.C § 1590; and
- e. Unlawful document-related practices in furtherance of trafficking in violation of 18 U.S.C § 1592(a);

317. Specifically, all Defendants conducted or participated in and/or conspired to conduct the affairs of RICO Enterprise I by engaging in the following predicate acts of racketeering activity under 18 U.S.C. § 1961(1):

- a. Mail fraud to further their unlawful scheme in violation of 18 U.S.C. § 1341;
- b. Wire fraud to further their unlawful scheme in violation of 18 U.S.C. § 1343; and
- c. Immigration document fraud in violation of 18 U.S.C. § 1546.

RICO Enterprise II

318. RICO Enterprise II is an ongoing business relationship between Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal with the common purpose of selling United States green cards, visas, and work opportunities to Indian workers to convince such workers to pay fees and to travel to the United States to work for companies, including Signal.

319. The members of RICO Enterprise II operate as a continuing unit.

320. RICO Enterprise II is engaged in interstate commerce in that its activities and transactions relating to the sale of United States green cards, visas, and job opportunities affect interstate commerce.

321. Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal conducted or participated in and/or conspired to conduct or participate in, the affairs of RICO Enterprise II through a pattern of numerous acts of racketeering activity in violation of 18 U.S.C. § 1962(c) and 18 U.S.C. § 1962(d), related by their common goal to sell United States green cards and work opportunities to Indian workers for the purposes of furnishing such workers for employment at Signal's operations.

322. Specifically, the Recruiter Defendants, the Legal Facilitator Defendants, and Defendant Signal conducted or participated in the affairs of RICO Enterprise II by

engaging in the following predicate acts of racketeering activity under 18 U.S.C. § 1961(1):

- a. Enticement into modern day slavery in violation of 18 U.S.C. § 1583.
- b. Involuntary servitude in violation of 18 U.S.C. § 1584.
- c. Forced labor in violation of 18 U.S.C. § 1589;
- d. Trafficking persons with respect to modern day slavery, involuntary servitude, and forced labor in violation of 18 U.S.C § 1590;
- e. Unlawful document-related practices in furtherance of trafficking in violation of 18 U.S.C § 1592(a);
- f. Mail fraud in violation of 18 U.S.C. § 1341;
- g. Wire fraud in violation of 18 U.S.C. § 1343; and
- h. Immigration document fraud in violation of 18 U.S.C. § 1546.

RICO Enterprise III

323. RICO Enterprise III is an ongoing business relationship between the Recruiter Defendants, the Legal Facilitator Defendants, Defendant Signal, Swetman Security, and M&M Bank with the common purpose of providing and maintaining a consistent and acquiescent labor force at Signal operations.

324. RICO Enterprise III is engaged in interstate commerce in that its activities and transactions relating to maintaining and providing a consistent labor force at Signal occurred across state and international lines, and involve wages and working conditions at an employer engaged in interstate commerce (Signal).

325. The members of RICO Enterprise III function as a continuing unit.

326. Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal conducted, or participated in, and/or conspired to conduct or participate in, the affairs of RICO Enterprise III through a pattern of numerous acts of racketeering activity in violation of 18 U.S.C. § 1962(c) and 18 U.S.C. § 1962(d), related by their common goal to maintain a consistent and acquiescent H-2B Indian labor force at Signal through the use of fraudulent promises, forced labor, and trafficking.

327. Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal conducted, or participated in, and/or conspired to conduct or participate in, the affairs of RICO Enterprise III by engaging in the following predicate acts of racketeering activity under 18 U.S.C. § 1961(1):

- a. Enticement into modern day slavery in violation of 18 U.S.C. § 1583.
- b. Involuntary servitude in violation of 18 U.S.C. § 1584.
- c. Forced labor in violation of 18 U.S.C. § 1589;
- d. Trafficking persons with respect to modern day slavery, involuntary servitude, and forced labor in violation of 18 U.S.C § 1590;
- e. Unlawful document-related practices in furtherance of trafficking in violation of 18 U.S.C § 1592(a);
- f. Mail fraud to further their unlawful scheme in violation of 18 U.S.C. § 1341;
- g. Wire fraud to further their unlawful scheme in violation of 18 U.S.C. § 1343; and
- h. Immigration document fraud in violation of 18 U.S.C. § 1546.

Predicate Acts

Enticement into Slavery: 18 U.S.C. § 1583

328. Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal, through Enterprises I, II, and III willfully, knowingly, and intentionally committed and/or conspired to commit multiple predicate acts of enticement into modern-day slavery in violation of 18 U.S.C. § 1583, and as set forth in Plaintiffs' First Claim for Relief, ¶ 298(a), supra.

Involuntary Servitude: 18 U.S.C. § 1584

329. Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal, through Enterprises I, II, and III willfully, knowingly, and intentionally committed and/or conspired to commit multiple predicate acts of involuntary servitude in violation of 18 U.S.C. §1584, and as set forth in Plaintiffs' First Claim for Relief, ¶ 298(b), supra.

Forced Labor: 18 U.S.C. § 1589

330. Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal through RICO Enterprises I, II, and III willfully, knowingly, and intentionally committed and/or conspired to commit multiple predicate acts of forced labor in violation of 18 U.S.C. § 1589, and as set forth in Plaintiffs' First Claim for Relief, ¶¶ 292-296, supra.

Trafficking for the Purposes of Forced Labor and/or

Involuntary Servitude: 18 U.S.C. § 1590

331. As set forth in the preceding paragraphs, Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal through RICO Enterprises I, III, and III willfully, knowingly, and intentionally committed and/or conspired to commit multiple predicate acts of trafficking for the purposes of forced labor and/or involuntary servitude

in violation of 18 U.S.C. § 1590, and as set forth in Plaintiffs' First Claim for Relief, ¶¶ 297-298, supra.

Document Servitude: 18 U.S.C. § 1592

332. Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal, through Enterprises I, II, and III willfully, knowingly, and intentionally committed and/or conspired to commit multiple predicate acts of document servitude in violation of 18 U.S.C. § 1592, and as set forth in Plaintiffs' First Claim for Relief, ¶ 298(c), supra.

Mail and Wire Fraud: 18 U.S.C. §§ 1341 and 1343

333. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, through RICO Enterprise I, made and/or conspired to make false promises regarding green cards and other benefits in a scheme calculated to defraud Plaintiffs out of large sums of money.

334. As set forth in the preceding paragraphs and in Exhibit 1, Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal, through RICO Enterprises I, II, and III, made and/or conspired to make false statements related to applications submitted to the U.S. Government for H-2B visas and false promises to Plaintiffs regarding green cards and other benefits in a scheme calculated to defraud Plaintiffs out of large sums of money.

335. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, through RICO Enterprise I, used the mails and wire communications, including communications via telephone, fax, internet and/or e-mail, on numerous occasions to further these fraudulent schemes.

336. As set forth in the preceding paragraphs and in Exhibit 1, Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal, through RICO

Enterprises I, II, and III, used the mails and wire communications, including communications via telephone, fax, internet and/or e-mail on numerous occasions to further this fraudulent scheme.

337. These willful, knowing, and intentional acts constitute mail and wire fraud in violation of 18 U.S.C. §§ 1341 and 1343.

Immigration Document Fraud: 18 U.S.C. § 1546(a)

338. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, through RICO Enterprise I, fraudulently sold and/or conspired to sell H-2B visa extensions and green cards to Plaintiffs despite these Defendants' awareness that applications for these green cards and visa extensions were not bona fide or lawful under United States immigration law.

339. As set forth in the preceding paragraphs and in Exhibit 1, Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal, through RICO Enterprises I, II, and III, obtained, accepted, and/or received H-2B visas despite knowing these visas to have been procured through false statements and/or fraud on the U.S. Government.

340. As set forth in the preceding paragraphs and in Exhibit 1, Recruiter Defendants, Legal Facilitator Defendants, and Defendant Signal, through RICO Enterprises I, II, and III, fraudulently sold and/or conspired to sell H-2B visa extensions and green cards to Plaintiffs despite these Defendants' awareness that applications for these green cards and visa extensions were not bona fide or lawful under United States immigration law.

341. These willful, knowing, and intentional acts constitute immigration document fraud in violation of 18 U.S.C. § 1546(a).

Pattern of Related Racketeering Acts

342. Defendants engaged in the racketeering activity described in this Claim repeatedly starting in 2003 and continuing at least through January 2009 with respect to approximately 590 Indian workers.

343. Upon information and belief, Signal sought new Indian H-2B workers for employment at Signal who may be subject to similar racketeering activities, stopping this recruitment only upon the filing of this lawsuit.

344. Defendants, though the RICO enterprises, rely on the racketeering acts described in this Complaint to conduct their regular business activities.

345. Defendants' racketeering acts have or had similar purposes: to profit from the fraudulent recruitment and forced labor of Plaintiffs and other Indian workers, and to recruit, obtain, provide and maintain a consistent, submissive, and compliant Indian H-2B guestworker labor force at Signal's operations.

346. Defendants' acts yielded similar results and caused similar injuries to Plaintiffs, including payment of high fees, assumption of significant interest bearing debt, and/or loss of real and personal property.

347. As set forth in the preceding paragraphs and in Exhibit 1, the racketeering acts have or had similar participants: the Recruiter Defendants, the Legal Facilitator Defendants, the Labor Broker Defendants, and Signal.

348. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, though the RICO enterprises, directed their racketeering activities at similar victims: Indian workers who contacted the Recruiter Defendants in search of green cards, economic opportunity, and stable employment in the United States.

349. Defendants' acts have or had similar methods of commission, such as common recruitment tactics, relatively consistent practices with respect to collecting payments from Plaintiffs and other Indian workers, and use of similar employment practices and policies with respect to Plaintiffs and other Indian workers.

Injury

350. As a direct and proximate result of Defendants' willful, knowing, and intentional acts discussed in this section, Plaintiffs have suffered injuries to their property and/or business, including but not limited to: exorbitant fees paid by Plaintiffs for green cards, visas and other immigration and recruitment-related services; interest on debts assumed by Plaintiffs to pay such fees up to the point at which each Plaintiff's employment at Signal was terminated; losses of personal and real property up to the point at which each Plaintiff's employment at Signal was terminated incurred in reliance on Defendants' fraudulent acts; and other pecuniary and/or losses to real or personal property up to the point at which each Plaintiff's employment at Signal was terminated.

351. Plaintiffs are entitled to an award of damages in an amount to be determined at trial, including but not limited to:

- a. compensation for all moneys paid during the recruitment process and in order to come to the United States to work for Signal, including, but not limited to: recruitment fees; travel expenses; legal fees; medical testing; skills testing and administrative fees; losses on any personal or real property sold or pawned for the purposes of making payments in connection with the recruitment described herein; and fees and interest paid on any loans incurred as a result of the recruitment process and up to the point at which each Plaintiff's employment at Signal was terminated;

- b. compensation of deductions taken from Plaintiffs' paychecks by Defendant Signal for room and board;
- c. trebling of the damages set forth in subparagraphs (a) and (b), supra; and
- d. attorneys' and experts' fees and costs associated with this action, as authorized by 18 U.S.C. § 1964(c).

352. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

THIRD CLAIM FOR RELIEF

VIOLATIONS OF THE CIVIL RIGHTS ACT OF 1866
42 U.S.C. § 1981

All Plaintiffs Against Defendant Signal

353. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

354. Plaintiffs assert this claim pursuant to 42 U.S.C. § 1981 damages against Defendant Signal.

355. The actions of Defendant Signal, as set forth herein, violated Plaintiffs' rights to receive full and equal benefit of all laws as guaranteed by 42 U.S.C. § 1981, including Plaintiffs' rights to enjoy and benefit from non-discriminatory employment relationships with Defendant Signal.

356. Specifically, Defendant Signal subjected Plaintiffs to discriminatory and offensive mandatory room and board arrangements at Signal labor camps.

357. Defendant Signal did not subject its non-Indian and/or U.S. citizen employees to the same or similar room and board arrangements.

358. As set forth in the preceding paragraphs, Defendant Signal also imposed discriminatory job-related requirements and adverse terms and conditions of employment to which non-Indian employees and/or U.S. citizen were not similarly subject.

359. As set forth in the preceding paragraphs, through the actions and statements of its personnel referring to and/or directed at Plaintiffs and other Indian H-2B workers, Defendant Signal maintained an objectively hostile and abusive work environment on account of Plaintiffs' race, national origin, and/or alienage.

360. As set forth in the preceding paragraphs, Defendant Signal's discriminatory and offensive treatment of Plaintiffs was sufficiently severe that it created a hostile work environment in violation of 42 U.S.C. § 1981.

361. Plaintiffs reasonably perceived their work environment to be hostile, abusive, and discriminatory on the basis of their race, national origin, and/or alienage.

362. Defendant Signal's hostile, abusive, and discriminatory treatment of Plaintiffs and other class members was unwelcome.

363. Defendant Signal knowingly, willfully, maliciously, intentionally, and without justification acted to deprive Plaintiffs of their rights.

364. As a result of Defendant Signal's unlawful acts, Plaintiffs have suffered injury to their property and/or persons.

365. Plaintiffs seek all appropriate relief in an amount to be determined at trial, including, but not limited to:

- a. compensatory damages for the deprivation of Plaintiffs' civil rights during their time in Signal's Pascagoula, Mississippi and/or Orange, Texas employment up to the point at which each Plaintiff's employment at Signal was terminated;

- b. compensation for money deducted from Plaintiffs' salary for the discriminatory room and board while at Signal;
- c. compensatory damages for emotional pain and suffering, including fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced as a result of the deprivation of Plaintiffs' civil rights, up to the point at which each Plaintiff's employment at Signal was terminated;
- d. punitive damages for Signal's malicious and reckless discriminatory conduct;
- e. attorneys' and experts' fees and costs of this action as set forth in 42 U.S.C. § 1988(b)-(c).

366. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

FOURTH CLAIM FOR RELIEF

VIOLATIONS OF THE KU KLUX KLAN ACT OF 1871
42 U.S.C. § 1985 and the Thirteenth Amendment

*All Plaintiffs Against Defendants Signal, the Recruiter Defendants (Global Resources, Inc., Sachin Dewan and Dewan Consultants), and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, Gulf Coast Immigration Law Center)*⁸

367. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

368. Plaintiffs assert this claim pursuant to 42 U.S.C. § 1985(3) for damages against Defendants Signal, the Recruiter Defendants (Global Resources, Inc., Sachin Dewan and Dewan Consultants), and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, Gulf Coast Immigration Law Center).

369. As set forth in the preceding paragraphs and Plaintiffs' First Claim for Relief, Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants, along with non-defendants, including the Swetman Security firm and M & M Bank, conspired, agreed, planned and coordinated for the purpose of depriving Plaintiffs of equal protection of their rights under the Thirteenth Amendment to the United States Constitution and its implementing and enforcing statutes (inter alia, 18 U.S.C. §§ 1589, 1590) to be free from forced labor, involuntary servitude, and trafficking in persons.

370. Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants were motivated by racial, anti-Indian, and/or anti-immigrant animus when they conspired

⁸ Claims against Michael Pol, the President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Further, claims against Indo-Amerisoft and Rao also have been stayed pending the outcome of their bankruptcy proceedings. Plaintiffs will seek leave to amend the Sixth Amended Complaint if and when these stays are lifted.

to deprive Plaintiffs of their rights and/or acted in furtherance of a conspiracy to deprive Plaintiffs of their rights.

371. Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants knowingly, willfully, maliciously, intentionally, and without justification planned and acted to deprive Plaintiffs of their rights.

372. As a result of the unlawful acts of Defendant Signal, Recruiter Defendants, and Legal Facilitator Defendants, Plaintiffs have suffered damages.

373. Plaintiffs seek all appropriate relief in an amount to be determined at trial, including, but not limited to:

- a. compensatory damages for deprivation of Plaintiffs' constitutional rights;
- b. damages for emotional pain and suffering, including fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced during the recruitment process and up to the point at which each Plaintiff's employment at Signal was terminated;
- c. compensation for all moneys paid during the recruitment process and in order to come to the United States to work for Signal, including, but not limited to: recruitment fees; travel expenses; legal fees; medical testing; skills testing and administrative fees; losses on any personal or real property sold or pawned for the purposes of making payments in connection with the recruitment described herein; and fees and interest paid on any loans incurred as a result of the recruitment process and up to the point at which each Plaintiff's employment at Signal was terminated;

- d. compensation of deductions taken from Plaintiffs' paychecks by Defendant Signal for room and board;
- e. punitive damages; and
- f. attorneys' and experts' fees and costs as authorized by 42 U.S.C. § 1988(b)-(c).

374. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

FIFTH CLAIM FOR RELIEF

INDIA FRAUD

*All Plaintiffs Against All Defendants*⁹

375. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs.

376. Group I Plaintiffs Kadakkarappally and Padavettiyil bring these claims under the Indian Contract Act of 1872, including §§ 17 and 65, as well as common law, equity, and case law regarding fraud (hereinafter “India fraud law”) against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); J & M Associates, J & M Marine, and Wilks; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

377. Group I Plaintiffs Vijayan and Dhananjaya bring these claims under India fraud law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); Indo-Amerisoft and Rao; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

378. Group II Plaintiffs (Plaintiffs Thangamani, David, Kandhasamy, Khuttan, Chellappan, Singh, Kumar, and Sulekha) bring these claims under India fraud law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan

⁹ Claims against Michael Pol, the President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Further, claims against Indo-Amerisoft and Rao also have been stayed pending the outcome of their bankruptcy proceedings. Plaintiffs will seek leave to amend the Sixth Amended Complaint if and when these stays are lifted.

Consultants); and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

379. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, individually and through their agents, employees, and/or representatives, engaged in acts of deliberate deception by making materially false and untrue statements and representations to Plaintiffs, with knowledge of their falsity, regarding the nature and terms and conditions of applications and opportunities for immigration status and employment in the United States.

380. Signal knew or should have known of its agents' misrepresentations, omissions, promises made without intent to perform, and other acts in violation of India fraud law.

381. Plaintiffs were ignorant of the falsity of these statements and representations.

382. Plaintiffs reasonably believed these statements and representations were true.

383. As set forth in the preceding paragraphs and in Exhibit 1, Defendants engaged in acts of deliberate deception by knowingly concealed material facts, with knowledge of the facts and their concealment, from Plaintiffs regarding the nature and terms and conditions of applications and opportunities for immigration status and employment in the United States.

384. Plaintiffs were ignorant of this deliberate concealment of these material facts.

385. As set forth in the preceding paragraphs and in Exhibit 1, Defendants made promises to Plaintiffs without any intention of performing the promises.

386. Defendants engaged in these acts of deliberate deception in order to take unfair advantage of Plaintiffs and to gain from Plaintiffs' loss.

387. Plaintiffs were ignorant of the Defendants' intent not to perform the promises.

388. Plaintiffs did not have the means to discover the truth with ordinary diligence.

389. As set forth in the preceding paragraphs and in Exhibit 1, Defendants committed other acts intended to deceive Plaintiffs.

390. Defendants intended that the false representations and concealments deliberately made by Defendants and/or their agents, employees, and/or representatives would be acted upon in the manner Defendants reasonably contemplated:

a. that the false statements and concealments would and did induce Plaintiffs to pay the exorbitant fees requested by the Labor Brokers, Recruiter Defendants, and/or Legal Facilitator Defendants;

b. that the false statements and concealments would and did induce Plaintiffs to leave their homes and, in many instances, jobs, in India and the United Arab Emirates and travel to the United States to work for the Labor Brokers and/or Defendant Signal.

391. Defendants willfully or recklessly caused Plaintiffs to believe and act upon Defendants' deliberate deception.

392. Plaintiffs were entitled to and did rely on Defendants' representations.

393. In reasonable reliance on Defendants' false representations and concealments regarding green cards and employment opportunities, Plaintiffs paid large

sums of money to Labor Brokers, Recruiter Defendants, and/or Legal Facilitator Defendants.

394. In reasonable reliance on Defendants' false representations and concealments regarding green cards and employment opportunities, Plaintiffs (with the exception of Plaintiff Padavettiyil) incurred substantial interest-bearing debts in order to pay recruitment, immigration-related, and travel fees charged by Defendants and their agents, employees and/or representatives.

395. In reasonable reliance on Defendants' false representations and concealments regarding green cards and employment opportunities, Plaintiffs (with the exception of Plaintiffs Khuttan, Kumar, and Singh) sold personal and real property.

396. In reasonable reliance on Defendants' false representations and concealments regarding green cards and employment opportunities, Plaintiffs left their homes and, in many instances, jobs, in India and other countries and traveled to the United States to work for Defendant Signal.

397. As a direct and proximate result of Defendants' knowing, willing, and intentional acts, Plaintiffs have been injured.

398. Plaintiffs are entitled to recover damages for injuries Plaintiffs suffered in an amount to be proven at trial, including but not limited to:

- a. compensation for all moneys paid during the recruitment process and in order to come to the United States to work for Signal, including, but not limited to: recruitment fees; travel expenses; legal fees; medical testing; skills testing and administrative fees; losses on any personal or real property sold or pawned for the purposes of making payments in connection with the recruitment described herein; and fees and interest

paid on any loans incurred as a result of the recruitment process up to the point at which each Plaintiff's employment at Signal was terminated;

b. refunds of recruitment fees, legal services fees, and other fees and costs that Defendants promised to pay Plaintiffs if Defendants failed to secure for Plaintiffs the promised visa extensions and green cards;

c. compensation of deductions taken from Plaintiffs' paychecks by Defendant Signal for room and board;

d. damages for emotional pain and suffering, including fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced during the recruitment process up to the point at which each Plaintiff's employment at Signal was terminated;

e. punitive damages; and

f. attorneys' and experts' fees and costs.

399. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

SIXTH CLAIM FOR RELIEF

MISSISSIPPI FRAUD

*All Plaintiffs Against All Defendants*¹⁰

400. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs.

401. Group I Plaintiffs Kadakkarappally and Padavettiyil bring these claims under Mississippi law against: Signal, Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); J & M Associates, J & M Marine, and Wilks; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

Group I Plaintiffs Vijayan and Dhananjaya bring these claims under Mississippi law against: Signal, Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); Indo-Amerisoft and Rao; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

402. Group II Plaintiffs (Plaintiffs Thangamani, David, Kandhasamy, Khuttan, Chellappan, Singh, Kumar, and Sulekha) bring these claims under Mississippi law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

¹⁰ Claims against Michael Pol, the President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Further, claims against Indo-Amerisoft and Rao also have been stayed pending the outcome of their bankruptcy proceedings. Plaintiffs will seek leave to amend the Sixth Amended Complaint if and when these stays are lifted.

403. Plaintiffs bring this claim in the alternative pursuant to Rule 8(d)(2) of the Federal Rules of Civil Procedure should the Court determine that India law, as set forth in the Fifth Claim for Relief, supra, does not apply.

404. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, individually and through their agents, employees, and/or representatives, made materially false and untrue statements and representations to Plaintiffs, with knowledge of their falsity or ignorance of their truth, regarding the nature and terms and conditions of applications and opportunities for immigration status and employment in the United States.

405. Plaintiffs were ignorant of the falsity of these statements and representations.

406. As set forth in the preceding paragraphs and in Exhibit 1, Defendants knowingly failed to disclose, with knowledge of this failure to disclose, material facts to Plaintiffs regarding the nature and terms and conditions of applications and opportunities for immigration status and employment in the United States.

407. Plaintiffs were ignorant of this failure to disclose material facts.

408. Defendants intended that the false representations and material omissions made by Defendants and/or their agents, employees, and/or representatives would be acted upon in the manner Defendants reasonably contemplated:

- a. that the false statements and material omissions would induce Plaintiffs to pay the exorbitant fees requested by the Labor Brokers, Recruiter Defendants, and/or Legal Facilitator Defendants;
- b. that the false statements and material omissions would induce Plaintiffs to leave their homes and, in many instances, jobs, in India and

the United Arab Emirates and travel to the United States to work for the Labor Brokers and/or Defendant Signal.

409. Plaintiffs were entitled to and did rely on Defendants' representations.

410. In reasonable reliance on Defendants' false representations and material omissions regarding green cards and employment opportunities, Plaintiffs paid large sums of money to Labor Brokers, Recruiter Defendants, and/or Legal Facilitator Defendants.

411. In reasonable reliance on Defendants' false representations and materials omissions regarding green cards and employment opportunities, Plaintiffs (with the exception of Plaintiff Padavettiyil) incurred substantial interest-bearing debts in order to pay recruitment, immigration-related, and travel fees charged by Defendants and their agents, employees and/or representatives.

412. In reasonable reliance on Defendants' false representations and material omissions regarding green cards and employment opportunities, Plaintiffs (with the exception of Plaintiffs Khuttan, Kumar, and Singh) sold personal and real property.

413. In reasonable reliance on Defendants' false representations and material omissions regarding green cards and employment opportunities, Plaintiffs left their homes and, in many instances, jobs, in India and other countries and traveled to the United States to work for Defendant Signal.

414. As a consequence and proximate result of Defendants' knowing, willful, and intentional acts and/or in reckless disregard of Plaintiffs' rights, Plaintiffs have been injured.

415. Plaintiffs are entitled to recover damages for injuries Plaintiffs suffered in an amount to be proven at trial, including but not limited to:

- a. compensation for all moneys paid during the recruitment process and in order to come to the United States to work for Signal, including, but not limited to: recruitment fees; travel expenses; legal fees; medical testing; skills testing and administrative fees; losses on any personal or real property sold or pawned for the purposes of making payments in connection with the recruitment described herein; and fees and interest paid on any loans incurred as a result of the recruitment process up to the point at which each Plaintiff's employment at Signal was terminated;
- b. refunds of recruitment fees, legal services fees, and other fees and costs that Defendants promised to pay Plaintiffs if Defendants failed to secure for Plaintiffs the promised visa extensions and green cards;
- c. compensation of deductions taken from Plaintiffs' paychecks by Defendant Signal for room and board;
- d. damages for emotional pain and suffering, including fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced during the recruitment process up to the point at which each Plaintiff's employment at Signal was terminated;
- e. punitive damages; and
- f. attorneys' fees and costs.

416. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

SEVENTH CLAIM FOR RELIEF

TEXAS FRAUD

*Individual Plaintiffs David, Kandhasamy, and Dhananjaya Against All Defendants*¹¹

417. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

418. Group I Plaintiff Dhananjaya brings these claims under Texas law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); Indo-Amerisoft and Rao; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

419. Group II Plaintiffs David and Kandhasamy bring these claims under Texas law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

420. For the purpose of this Claim for Relief, Plaintiffs Dhananjaya, David, and Kandhasamy shall be referred to as “the Texas Plaintiffs.”

421. The Texas Plaintiffs bring this claim in the alternative pursuant to Rule 8(d)(2) of the Federal Rules of Civil Procedure should the Court determine that India Law, as set forth in the Fifth Claim for Relief; and Mississippi law, as set forth in the Sixth Claim for Relief, supra, do not apply to the Texas Plaintiffs.

¹¹ Claims against Michael Pol, the President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Further, claims against Indo-Amerisoft and Rao also have been stayed pending the outcome of their bankruptcy proceedings. Plaintiffs will seek leave to amend the Sixth Amended Complaint if and when these stays are lifted.

422. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, individually and through their agents, employees, and/or representatives, made materially false and untrue statements and representations to the Texas Plaintiffs, with knowledge of their falsity or recklessly as a positive assertion without knowledge of their truth, regarding the nature and terms and conditions of applications and opportunities for immigration status and employment in the United States.

423. The Texas Plaintiffs were ignorant of the falsity of these statements and representations.

424. As set forth in the preceding paragraphs and in Exhibit 1, Defendants knowingly failed to disclose, with knowledge of this failure to disclose, material facts to the Texas Plaintiffs regarding the nature and terms and conditions of applications and opportunities for immigration status and employment in the United States.

425. The Texas Plaintiffs were ignorant of this failure to disclose material facts.

426. Defendants intended that the false representations and material omissions made by Defendants and/or their agents, employees, and/or representatives would induce the Texas Plaintiffs to act upon the false representations and material omissions in the manner Defendants reasonably contemplated:

- a. that the false statements and material omissions would induce the Texas Plaintiffs to pay the exorbitant fees requested by the Labor Brokers, Recruiter Defendants, and/or Legal Facilitator Defendants;
- b. that the false statements and material omissions would induce the Texas Plaintiffs to leave their homes and jobs in India and the United Arab Emirates and travel to the United States to work for the Labor Brokers and/or Defendant Signal.

427. The Texas Plaintiffs were justified to and did actually rely on Defendants' representations.

428. In reasonable reliance on Defendants' false representations and material omissions regarding green cards and employment opportunities, the Texas Plaintiffs paid large sums of money to Labor Brokers, Recruiter Defendants, and/or Legal Facilitator Defendants.

429. In reasonable reliance on Defendants' false representations and materials omissions regarding green cards and employment opportunities, the Texas Plaintiffs incurred substantial interest-bearing debts in order to pay recruitment, immigration-related, and travel fees charged by Defendants and their agents, employees and/or representatives.

430. In reasonable reliance on Defendants' false representations and material omissions regarding green cards and employment opportunities, the Texas Plaintiffs sold personal and real property.

431. In reasonable reliance on Defendants' false representations and material omissions regarding green cards and employment opportunities, the Texas Plaintiffs left their homes and, in some instances, their jobs in India and other countries and traveled to the United States to work for Defendant Signal.

432. As a direct and proximate result of Defendants' knowing, willing, and intentional acts, the Texas Plaintiffs have been injured.

433. The Texas Plaintiffs are entitled to recover damages for injuries the Texas Plaintiffs suffered in an amount to be proven at trial, including but not limited to:

- a. compensation for all moneys paid during the recruitment process and in order to come to the United States to work for Signal, including, but

not limited to: recruitment fees; travel expenses; legal fees; medical testing; skills testing and administrative fees; losses on any personal or real property sold or pawned for the purposes of making payments in connection with the recruitment described herein; and fees and interest paid on any loans incurred as a result of the recruitment process up to the point at which each of the Texas Plaintiff's employment at Signal was terminated;

b. refunds of recruitment fees, legal services fees, and other fees and costs that Defendants promised to pay the Texas Plaintiffs if Defendants failed to secure for the Texas Plaintiffs the promised visa extensions and green cards;

c. compensation of deductions taken from the Texas Plaintiffs' paychecks by Defendant Signal for room and board;

d. damages for emotional pain and suffering, including fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced during the recruitment process up to the point at which each of the Texas Plaintiff's employment at Signal was terminated;

e. punitive damages; and

f. attorneys' and experts' fees and costs.

434. For this cause of action, no Texas Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

EIGHTH, NINTH, AND TENTH CLAIMS FOR RELIEF, GENERALLY

NEGLIGENT MISREPRESENTATION

435. Plaintiffs bring claims of negligent misrepresentation in the alternative pursuant to Rule 8(d)(2) of the Federal Rules of Civil Procedure should the Court determine that Plaintiffs' claims of fraud, as set forth in the Fifth, Sixth, and Seventh Claims for Relief, supra, do not apply.

EIGHTH CLAIM FOR RELIEF

INDIA NEGLIGENT MISREPRESENTATION

*All Plaintiffs Against All Defendants*¹²

436. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs.

437. Group I Plaintiffs Kadakkarappally and Padavettiyil bring these claims under the Indian Contract Act of 1872 including §§ 18 and 65, as well as related common law, equity, and case law (hereinafter “India negligent misrepresentation law”) against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); J & M Associates, J & M Marine, and Wilks; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

438. Group I Plaintiffs Vijayan and Dhananjaya bring these claims under India negligent misrepresentation law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); Indo-Amerisoft and Rao; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

439. Group II Plaintiffs (Plaintiffs Thangamani, David, Kandhasamy, Khuttan, Chellappan, Singh, Kumar, and Sulekha) bring these claims under India negligent misrepresentation law against: Signal; Recruiter Defendants (Global Resources, Sachin

¹² Claims against Michael Pol, the President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Further, claims against Indo-Amerisoft and Rao also have been stayed pending the outcome of their bankruptcy proceedings. Plaintiffs will seek leave to amend the Sixth Amended Complaint if and when these stays are lifted.

Dewan, and Dewan Consultants); and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

440. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, individually and through their agents, employees, and/or representatives, made positive untrue assertions to Plaintiffs in a manner not warranted by the information, and in spite of the contrary information, available to the Defendants regarding the nature and terms and conditions of applications and opportunities for immigration status and employment in the United States.

441. Plaintiffs were ignorant of the untrue nature of these assertions.

442. As set forth in the preceding paragraphs and in Exhibit 1, Defendants breached their duty to Plaintiffs, which gained an advantage to Defendants by misleading Plaintiffs to Plaintiffs' prejudice regarding the nature and terms and conditions of applications and opportunities for immigration status and employment in the United States.

443. Plaintiffs were ignorant of the fact that Defendants were misleading them.

444. Defendants failed to exercise their duty to the Plaintiffs as to the fact that, without limitation:

a. the untrue statements and concealments would and did induce Plaintiffs to pay the exorbitant fees requested by the Labor Brokers, Recruiter Defendants, and/or Legal Facilitator Defendants;

b. the untrue statements and concealments would and did induce Plaintiffs to leave their homes and, in many instances, jobs, in India and the United Arab Emirates and travel to the United States to work for the Labor Brokers and/or Defendant Signal.

445. Plaintiffs were entitled to and did rely on and act upon Defendants' untrue statements and concealments, the Defendants' misrepresentations were not innocent, and Plaintiffs did not have any means to discover the truth with ordinary diligence.

446. In reasonable reliance on and acting upon Defendants' untrue statements and concealments regarding green cards and employment opportunities, Plaintiffs paid large sums of money to Labor Brokers, Recruiter Defendants, and/or Legal Facilitator Defendants.

447. In reasonable reliance on Defendants' untrue statements and concealments regarding green cards and employment opportunities, Plaintiffs (with the exception of Plaintiff Padavettiyil) incurred substantial interest-bearing debts in order to pay recruitment, immigration-related, and travel fees charged by Defendants and their agents, employees and/or representatives.

448. In reasonable reliance on Defendants' untrue statements and concealments regarding green cards and employment opportunities, Plaintiffs (with the exception of Plaintiff Khuttan, Kumar, and Singh) sold personal and real property.

449. In reasonable reliance on Defendants' untrue statements and concealments regarding green cards and employment opportunities, Plaintiffs left their homes and, in many instances, jobs, in India and other countries and traveled to the United States to work for Defendant Signal.

450. As a direct and proximate result of Defendants' knowing, willing, and intentional acts, Plaintiffs have been injured.

451. Plaintiffs are entitled to recover damages for injuries Plaintiffs suffered in an amount to be proven at trial, including but not limited to:

- a. compensation for all moneys paid during the recruitment process and in order to come to the United States to work for Signal, including, but not limited to: recruitment fees; travel expenses; legal fees; medical testing; skills testing and administrative fees; losses on any personal or real property sold or pawned for the purposes of making payments in connection with the recruitment described herein; and fees and interest paid on any loans incurred as a result of the recruitment process up to the point at which each Plaintiff's employment at Signal was terminated;
- b. refunds of recruitment fees, legal services fees, and other fees and costs that Defendants promised to pay Plaintiffs if Defendants failed to secure for Plaintiffs the promised visa extensions and green cards;
- c. compensation of deductions taken from Plaintiffs' paychecks by Defendant Signal for room and board;
- d. damages for emotional pain and suffering, including fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced during the recruitment process up to the point at which each Plaintiff's employment at Signal was terminated;
- e. punitive damages; and
- f. attorneys' fees and costs.

452. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

NINTH CLAIM FOR RELIEF

MISSISSIPPI NEGLIGENT MISREPRESENTATION

*All Plaintiffs Against All Defendants*¹³

453. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs.

454. Group I Plaintiffs Kadakkarappally and Padavettiyil bring these claims under Mississippi law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); J & M Associates, J & M Marine, and Wilks; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

455. Group I Plaintiffs Vijayan and Dhananjaya bring these claims under Mississippi law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); Indo-Amerisoft and Rao; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

456. Group II Plaintiffs (Plaintiffs Thangamani, David, Kandhasamy, Khuttan, Chellappan, Singh, Kumar, and Sulekha) bring these claims under Mississippi law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

¹³ Claims against Michael Pol, the President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Further, claims against Indo-Amerisoft and Rao also have been stayed pending the outcome of their bankruptcy proceedings. Plaintiffs will seek leave to amend the Sixth Amended Complaint if and when these stays are lifted.

457. Plaintiffs bring this claim in the alternative pursuant to Rule 8(d)(2) of the Federal Rules of Civil Procedure should the Court determine that India law as set forth in the Eighth Claim for Relief, supra, does not apply.

458. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, individually and through their agents, employees, and/or representatives, made material or significant misrepresentations and omissions of facts to Plaintiffs regarding the nature and terms and conditions of applications and opportunities for immigration status and employment in the United States.

459. Plaintiffs were ignorant of the falsity of these statements and representations.

460. Defendants made these materials or significant misrepresentations and omissions without exercising reasonable care Plaintiffs were entitled to expect of Defendants.

461. Defendants failed to exercise reasonable care as to the fact that:

- a. the misstatements and omissions would induce Plaintiffs to pay the exorbitant fees requested by the Labor Brokers, Recruiter Defendants, and/or Legal Facilitator Defendants;
- b. the misstatements and omissions would induce Plaintiffs to leave their homes and, in many instances, jobs, in India and the United Arab Emirates and travel to the United States to work for the Labor Brokers and/or Defendant Signal.

462. Plaintiffs were entitled to and did reasonably rely on Defendants' misrepresentations and omissions.

463. In reasonable reliance on Defendants' misrepresentations and omissions regarding green cards and employment opportunities, Plaintiffs paid large sums of money to the Labor Brokers, Recruiter Defendants, and/or Legal Facilitator Defendants.

464. In reasonable reliance on Defendants' misrepresentations and omissions regarding green cards and employment opportunities, Plaintiffs (with the exception of Plaintiff Padavettiyil) incurred substantial interest-bearing debts in order to pay recruitment, immigration-related, and travel fees charged by Defendants and their agents, employees and/or representatives.

465. In reasonable reliance on Defendants' misrepresentations and omissions regarding green cards and employment opportunities, Plaintiffs (with the exception of Plaintiff Khuttan, Kumar, and Singh) sold personal and real property.

466. In reasonable reliance on Defendants' misrepresentations and omissions regarding green cards and employment opportunities, Plaintiffs left their homes and, in many instances, jobs, in India and other countries and traveled to the United States to work for Defendant Signal.

467. As a direct result of Defendants' negligent misrepresentations and omissions and Plaintiffs reasonable reliance thereon, Plaintiffs have been injured.

468. As a proximate result of Defendants' negligent misrepresentations and omissions and Plaintiffs reasonable reliance thereon, Plaintiffs have been injured.

469. Plaintiffs are entitled to recover damages for injuries Plaintiffs suffered in an amount to be proven at trial, including but not limited to:

- a. compensation for all moneys paid during the recruitment process and in order to come to the United States to work for Signal, including, but not limited to: recruitment fees; travel expenses; legal fees; medical

testing; skills testing and administrative fees; losses on any personal or real property sold or pawned for the purposes of making payments in connection with the recruitment described herein; and fees and interest paid on any loans incurred as a result of the recruitment process up to the point at which each Plaintiff's employment at Signal was terminated;

b. refunds of recruitment fees, legal services fees, and other fees and costs that Defendants promised to pay Plaintiffs if Defendants failed to secure for Plaintiffs the promised visa extensions and green cards;

c. compensation of deductions taken from Plaintiffs' paychecks by Defendant Signal for room and board;

d. damages for emotional pain and suffering, including fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced during the recruitment process up to the point at which each Plaintiff's employment at Signal was terminated;

e. punitive damages; and

f. attorneys' fees and costs.

470. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

TENTH CLAIM FOR RELIEF

TEXAS NEGLIGENT MISREPRESENTATION AND OMISSION

*Individual Plaintiffs David, Kandhasamy, and Dhananjaya Against All Defendants*¹⁴

471. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

472. Plaintiff Dhananjaya brings these claims under Texas law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); Indo-Amerisoft and Rao; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

473. Plaintiffs David and Kandhasamy bring these claims under Texas law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

474. For the purpose of this Claim for Relief, Plaintiffs Dhananjaya, David, and Kandhasamy shall be referred to as “the Texas Plaintiffs.”

475. The Texas Plaintiffs bring this claim in the alternative pursuant to Rule 8(d)(2) of the Federal Rules of Civil Procedure should the Court determine that India law, as set forth in the Eighth Claim for Relief; and Mississippi law, as set forth in the Ninth Claim for Relief, supra, do not apply to the Texas Plaintiffs.

¹⁴ Claims against Michael Pol, the President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Further, claims against Indo-Amerisoft and Rao also have been stayed pending the outcome of their bankruptcy proceedings. Plaintiffs will seek leave to amend the Sixth Amended Complaint if and when these stays are lifted.

476. As set forth in the preceding paragraphs and in Exhibit 1, Defendants, individually and through their agents, employees, and/or representatives, made material or significant misrepresentations and omissions of facts to the Texas Plaintiffs regarding the nature and terms and conditions of applications and opportunities for immigration status and employment in the United States.

477. Defendants' misrepresentations and omissions were made in the course of their business or in transactions in which they had pecuniary interests.

478. Defendants supplied the false information and made the omissions for the guidance of the Texas Plaintiffs in their business.

479. The Texas Plaintiffs were ignorant of the falsity of these statements and representations.

480. Defendants made these materials or significant misrepresentations and omissions without exercising that degree of diligence and expertise Texas Plaintiffs were entitled to expect of Defendants.

481. Defendants failed to exercise reasonable care or competence in obtaining or communicating the information to the Texas Plaintiffs, and to the fact that:

- a. the misstatements and omissions would induce the Texas Plaintiffs to pay the exorbitant fees requested by the Labor Brokers, Recruiter Defendants, and/or Legal Facilitator Defendants;
- b. the misstatements and omissions would induce the Texas Plaintiffs to leave their homes and jobs in India and the United Arab Emirates and travel to the United States to work for the Labor Brokers and/or Defendant Signal.

482. The Texas Plaintiffs were justified to and did reasonably rely on Defendants' misrepresentations and omissions.

483. In reasonable and justifiable reliance on Defendants' misrepresentations and omissions regarding green cards and employment opportunities, the Texas Plaintiffs paid large sums of money to the Labor Brokers, Recruiter Defendants, and/or Legal Facilitator Defendants.

484. In reasonable and justifiable reliance on Defendants' misrepresentations and omissions regarding green cards and employment opportunities, the Texas Plaintiffs incurred substantial interest-bearing debts in order to pay recruitment, immigration-related, and travel fees charged by Defendants and their agents, employees and/or representatives.

485. In reasonable and justifiable reliance on Defendants' misrepresentations and omissions regarding green cards and employment opportunities, the Texas Plaintiffs sold personal and real property.

486. In reasonable and justifiable reliance on Defendants' misrepresentations and omissions regarding green cards and employment opportunities, the Texas Plaintiffs left their homes and, in some instances, jobs in India and other countries and traveled to the United States to work for Defendant Signal.

487. As a direct result of Defendants' negligent acts, the Texas Plaintiffs suffered pecuniary losses and been injured.

488. As a proximate result of Defendants' negligent acts, the Texas Plaintiffs suffered pecuniary losses and been injured.

489. The Texas Plaintiffs are entitled to recover damages for injuries the Texas Plaintiffs suffered in an amount to be proven at trial, including but not limited to:

- a. compensation for all moneys paid during the recruitment process and in order to come to the United States to work for Signal, including, but not limited to: recruitment fees; travel expenses; legal fees; medical testing; skills testing and administrative fees; losses on any personal or real property sold or pawned for the purposes of making payments in connection with the recruitment described herein; and fees and interest paid on any loans incurred as a result of the recruitment process up to the point at which each of the Texas Plaintiff's employment at Signal was terminated;
- b. refunds of recruitment fees, legal services fees, and other fees and costs that Defendants promised to pay the Texas Plaintiffs if Defendants failed to secure for the Texas Plaintiffs the promised visa extensions and green cards;
- c. compensation of deductions taken from the Texas Plaintiffs' paychecks by Defendant Signal for room and board;
- d. damages for emotional pain and suffering, including fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced during the recruitment process up to the point at which each of the Texas Plaintiff's employment at Signal was terminated;
- e. punitive damages; and
- f. attorneys' fees and costs.

490. For this cause of action, no Texas Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

ELEVENTH AND TWELFTH CLAIMS FOR RELIEF, GENERALLY

BREACH OF CONTRACT AND QUASI-CONTRACT CLAIMS

491. Plaintiffs bring claims of breach of contract and quasi-contract claims in the alternative pursuant to Rule 8(d)(2) of the Federal Rules of Civil Procedure should the Court determine that Plaintiffs' claims of fraud, as set forth in the Fifth, Sixth, and Seventh Claims for Relief, supra, and negligent misrepresentation, as set forth in the Eighth, Ninth, and Tenth Claims for Relief, supra, do not apply.

ELEVENTH CLAIM FOR RELIEF

INDIA BREACH OF CONTRACT AND QUASI-CONTRACT CLAIMS

All Plaintiffs Against All Defendants¹⁵

492. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

493. Group I Plaintiffs Kadakkarappally and Padavettiyil bring these claims under the Indian Contract Act of 1872, §§ 2-10, 25, 37-58, 63, and 73-74; Indian Evidence Act of 1872, § 115; as well as related common law, equity, and case law ("India contract law"), against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); J & M Associates, J & M Marine, and Wilks; and the

¹⁵ Claims against Michael Pol, the President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Further, claims against Indo-Amerisoft and Rao also have been stayed pending the outcome of their bankruptcy proceedings. Plaintiffs will seek leave to amend the Sixth Amended Complaint if and when these stays are lifted.

Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

494. Group I Plaintiffs Kadakkarappally and Padavettiyil bring these claims under India contract, common, and equity law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); Indo-Amerisoft and Rao; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

495. Group II Plaintiffs (Plaintiffs Thangamani, David, Kandhasamy, Khuttan, Chellappan, Singh, Kumar, and Sulekha) bring these claims under India contract, common, and equity law, against Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

496. As set forth in the preceding paragraphs, Defendants, individually and through their agents, employees and/or representatives, communicated to Plaintiffs and with the knowledge of Plaintiffs a proposal offering to obtain permanent residence and immigration status for Plaintiffs in the United States within 18 to 24 months. Defendants also offered to provide, visa extensions prior to permanent residence, as well as steady work opportunities in the United States with Defendant Signal and/or Defendants Indo-Amerisoft, Rao, J & M Associates, J & M Marine, and Wilks (Labor Broker Defendants). Defendants made these offers in exchange for Plaintiffs' payment of exorbitant fees to Defendants and their employees, agents and/or representatives and agreement to work for Defendant Signal and/or Labor Broker Defendants. Defendants also promised to refund all or most of the fees Plaintiffs paid for the promised permanent residence and

immigration status if Defendants failed to secure the permanent residence and immigration status for Plaintiffs.

497. Plaintiffs accepted and relied on Defendants' offers and the Defendants had knowledge of the Plaintiffs' acceptance.

498. Plaintiffs provided consideration and performed or tendered reasonable performance of their obligations under the contract by paying the agreed upon fees, and there was mutual consent to the terms of the contract.

499. Plaintiffs performed or tendered performance of their obligations under the contract by working for Signal.

500. Defendants breached their contracts with Plaintiffs by failing to comply with their binding promises regarding permanent residence and immigration status and by failing to refund Plaintiffs' payments to them, in breach of their contractual promises to Plaintiffs.

501. Defendants breached their contracts with Plaintiffs by not fulfilling within a reasonable time their binding promises regarding permanent residence and immigration status.

502. In reliance on their agreements with Defendants and Defendants' promises, Plaintiffs paid large sums of money and entered into substantial debts, surrendered other employment opportunities in the UAE and/or in India, and/or incurred other financial losses.

503. Defendants received advantage under their agreement with Plaintiffs. Specifically, Defendants reaped significant profits from recruitment fees Plaintiffs paid to the Defendants.

504. Defendant Signal received advantage under their agreement with Plaintiffs through payments Plaintiffs made for housing in Signal labor camps.

505. Defendant Signal received advantage under their agreement with Plaintiffs through increased profits brought about by having a captive work force Signal could pay significantly less than contract labor and by using the captive work force to complete projects it otherwise would not timely complete, thereby avoiding liquidated damages clauses in Signal's underlying contracts with its customers.

506. As a direct result of Defendants' breach, Plaintiffs have suffered damages which naturally arose in the usual course of things from such breach, or which Plaintiffs and Defendants knew when they made the agreement to be the likely result of the breach.

507. If the Court determines that the green card and immigration status agreements do not constitute enforceable contracts in part or in full, Plaintiffs are entitled to recover relief pursuant to the following equitable claims in quasi-contract:

- a. Unjust enrichment. Defendants should be required to disgorge money which Defendants received from Plaintiffs to Defendants' benefits and which in good conscience and justice Defendants should not retain.
- b. Promissory estoppel. Defendants promised Plaintiffs they would reimburse recruitment fees if Defendants failed to obtain green cards, Defendants intended that Plaintiffs rely upon that promise and Plaintiffs did in fact rely upon that promise and altered their position in doing so, and a refusal to enforce this promise would virtually sanction the perpetuation of fraud or would result in other inequities.

508. Plaintiffs therefore are entitled to recover damages under contract or quasi-contract in an amount to be proven at trial, including but not limited to:

- a. compensation for all moneys paid during the recruitment process and in order to come to the United States to work for Signal, including, but not limited to: recruitment fees; travel expenses; legal fees; medical testing; skills testing and administrative fees; losses on any personal or real property sold or pawned for the purposes of making payments in connection with the recruitment described herein; and fees and interest paid on any loans incurred as a result of the recruitment process and up to the point at which each Plaintiff's employment at Signal was terminated;
- b. refunds of recruitment fees, legal services fees, and other fees and costs that Defendants promised to pay Plaintiffs if Defendants failed to secure for Plaintiffs the promised visa extensions and green cards;
- c. compensation of deductions taken from Plaintiffs' paychecks by Defendant Signal for room and board;
- d. disgorgement of profits received by advantage of Defendants' agreements with Plaintiffs, including profits from recruitment fees Plaintiffs paid to the Defendants, Signal's profits from payments Plaintiffs made for room and board at Signal's labor camps, and increased profits Signal obtained by having a captive work force Signal could pay significantly less than contract labor and by using the captive work force to complete projects it otherwise would not timely complete, thereby avoiding liquidated damages clauses in Signal's underlying contracts with its customers;
- e. punitive damages; and
- f. attorneys' fees and costs.

509. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

TWELFTH CLAIM FOR RELIEF

MISSISSIPPI BREACH OF CONTRACT AND QUASI-CONTRACT CLAIMS

*All Plaintiffs Against All Defendants*¹⁶

510. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

511. Group I Plaintiffs Kadakkarappally and Padavettiyil bring these claims under Mississippi state law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); J & M Associates, J & M Marine, and Wilks; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

512. Group I Plaintiffs Vijayan and Dhananjaya bring these claims under Mississippi state law against: Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan Consultants); Indo-Amerisoft and Rao; and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

513. Group II Plaintiffs (Plaintiffs Thangamani, David, Kandhasamy, Khuttan, Chellappan, Singh, Kumar, and Sulekha) bring these claims under Mississippi state law against Signal; Recruiter Defendants (Global Resources, Sachin Dewan, and Dewan

¹⁶ Claims against Michael Pol, the President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Further, claims against Indo-Amerisoft and Rao also have been stayed pending the outcome of their bankruptcy proceedings. Plaintiffs will seek leave to amend the Sixth Amended Complaint if and when these stays are lifted.

Consultants); and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, and Gulf Coast Immigration Law Center).

514. Plaintiffs bring this claim in the alternative pursuant to Rule 8(d)(2) of the Federal Rules of Civil Procedure should the Court determine that India law as set forth in the Eleventh Claim for Relief, supra, does not apply.

515. As set forth in the preceding paragraphs, Defendants, individually and through their agents, employees and/or representatives, offered to obtain permanent residence and immigration status for Plaintiffs in the United States within 18 to 24 months. Defendants also offered to provide visa extensions prior to permanent residence status and steady work opportunities in the United States with Defendant Signal and/or Defendants Indo-Amerisoft, Rao, J & M Associates, J & M Marine, and Wilks (Labor Broker Defendants). Defendants made these offers in exchange for Plaintiffs' payment of exorbitant fees to Defendants and their employees, agents and/or representatives and agreement to work for Defendant Signal and/or Labor Broker Defendants. Defendants also promised to refund all or most of the fees Plaintiffs paid for the promised permanent residence, visa extensions, and immigration status if Defendants failed to secure the permanent residence and immigration status for Plaintiffs.

516. Plaintiffs accepted and relied on Defendants' offers.

517. Plaintiffs proffered consideration and performed or tendered reasonable performance of their obligations under the contract by paying the agreed upon fees.

518. Plaintiffs performed or tendered performance of their obligations under the contracts by working for Signal.

519. There was mutual assent as to the terms of the contract.

520. Defendants received advantage under their agreement with Plaintiffs. Specifically, Defendants reaped significant profits from recruitment fees Plaintiffs paid to the Defendants.

521. Defendant Signal received advantage under their agreement with Plaintiffs through payments Plaintiffs made for housing in Signal labor camps.

522. Defendant Signal received advantage under their agreement with Plaintiffs through increased profits brought about by having a captive work force Signal could pay significantly less than contract labor and by using the captive work force to complete projects it otherwise would not timely complete, thereby avoiding liquidated damages clauses in Signal's underlying contracts with its customers.

523. Defendants breached their contracts with Plaintiffs by failing to comply with their binding promises regarding applying for and otherwise making best efforts to obtain permanent residence and immigration status and by failing to refund Plaintiffs' payments to them, in breach of their contractual promises to Plaintiffs.

524. Defendants breached their contracts with Plaintiffs by delaying and otherwise failing to perform their binding promises regarding permanent residence and immigration status.

525. In reliance on their agreements with Defendants and Defendants' promises, Plaintiffs paid large sums of money and entered into substantial debts, surrendered other employment opportunities in the UAE and/or in India, and/or incurred other financial losses.

526. As a direct result of Defendants' breach, Plaintiffs have suffered damages.

527. As a proximate result of Defendants' breach, Plaintiffs have suffered damages.

528. If the Court determines that the green card agreements do not constitute enforceable contracts in part or in full, Plaintiffs are entitled to recover relief pursuant to the following equitable claims in quasi-contract:

- a. Unjust enrichment. Defendants should be required to disgorge money which Defendants received from Plaintiffs to Defendants' benefit and which in good conscience and justice Defendants should not retain.
- b. Promissory estoppel. Defendants promised Plaintiffs they would reimburse recruitment fees if Defendants failed to obtain green cards, Defendants intended that Plaintiffs rely upon that promise and Plaintiffs did in fact rely upon that promise, and a refusal to enforce this promise would virtually sanction the perpetuation of fraud or would result in other injustice.

529. Plaintiffs therefore are entitled to recover damages in contract or quasi-contract in an amount to be proven at trial, including but not limited to:

- a. compensation for all moneys paid during the recruitment process and in order to come to the United States to work for Signal, including, but not limited to: recruitment fees; travel expenses; legal fees; medical testing; immigration processing fees; skills testing and administrative fees; losses on any personal or real property sold or pawned for the purposes of making payments in connection with the recruitment described herein; and fees and interest paid on any loans incurred as a result of the recruitment process and up to the point at which each Plaintiff's employment at Signal was terminated;

b. refunds of recruitment fees, legal services fees, immigration processing fees, and other fees and costs that Defendants promised to pay Plaintiffs if Defendants failed to secure for Plaintiffs the promised visa extensions and green cards;

c. compensation of deductions taken from Plaintiffs' paychecks by Defendant Signal for room and board; disgorgement of profits received by advantage of Defendants' agreements with Plaintiffs, including profits from recruitment fees Plaintiffs paid to the Defendants, Signal's profits from payments Plaintiffs made for room and board at Signal's labor camps, and increased profits Signal obtained by having a captive work force Signal could pay significantly less than contract labor and by using the captive work force to complete projects it otherwise would not timely complete, thereby avoiding liquidated damages clauses in Signal's underlying contracts with its customers.

d. Punitive damages; and

e. attorneys' fees and costs.

530. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

THIRTEENTH CLAIM FOR RELIEF

FAIR LABOR STANDARDS ACT ("FLSA")
COLLECTIVE ACTION

All Plaintiffs Against Defendant Signal

531. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

532. The named Plaintiffs assert this claim for damages against Defendant Signal pursuant to the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq.

533. Pursuant to 29 U.S.C. § 216(b), the named Plaintiffs have consented in writing to be Plaintiffs in this FLSA action. Their written consents are attached to the original and First Amended Complaints.

534. Defendant Signal violated 29 U.S.C. § 206 by failing to pay Plaintiffs and others similarly situated the applicable minimum wage for every compensable hour of labor they performed.

535. The violations of the FLSA minimum wage requirement set forth in the preceding paragraph resulted from Defendant Signal's unlawful deductions from the wages of Plaintiffs and others similarly situated including, inter alia:

a. Expenses and fees for point-of-hire travel, visa and other immigration-related matters, and recruitment, all of which were services furnished primarily for the benefit or convenience of Defendant Signal. These expenses and fees also were services furnished in violation of federal, state, or local law, including, inter alia, the TVPA and the RICO as set forth supra including in ¶ 221.

b. Tools of the trade that were furnished primarily for the benefit or convenience of Defendant Signal as set forth in ¶ 218, supra.

c. Housing furnished primarily for the benefit or convenience of Defendant Signal. The conditions and overcrowding of the housing also violated federal, state, and/or local law, including, inter alia, the OSHA as set forth supra, including in ¶¶ 205-218.

d. Board furnished primarily for the benefit or convenience of Defendant Signal. Upon information and belief, Defendant Signal did not obtain the required permit(s) to furnish the board at their Texas and Mississippi man camps, and the condition and sanitation of the board further violated federal, state, and/or local law including, inter alia, the U.S. Food and Drug Administration Food Code, as adopted and modified by Mississippi Department of Health Food Regulations (Mississippi man camp residents) and Texas Food Establishment Rules (Texas man camp residents), as set forth in ¶¶ 214-216, supra.

536. Defendant Signal violated 29 U.S.C. § 207 by failing to pay Plaintiffs and others similarly situated the applicable overtime wage for every compensable hour of labor they performed.

537. The violations of the FLSA overtime requirement set forth in the preceding paragraph resulted from, inter alia:

a. Defendant Signal's failure to pay one and one-half the regular rate of pay for overtime hours during workweeks when Plaintiffs and others similarly situated received a safety bonus premium, as set forth in ¶¶ 222-227, supra.

b. Unlawful deductions from the wages of Plaintiffs and others similarly situated including, inter alia:

(i) Expenses and fees for point-of-hire travel, visa and other immigration-related matters, and recruitment, all of which were services furnished primarily for the benefit or convenience of Defendant Signal. These expenses and fees also were services furnished in violation of federal, state, or local law, including, inter alia, the TVPA and the RICO as set forth supra including in ¶ 221.

(ii) Tools of the trade that were furnished primarily for the benefit or convenience of Defendant Signal as set forth in ¶ 222, supra.

(iii) Housing furnished primarily for the benefit or convenience of Defendant Signal. The condition and overcrowding of the housing also violated federal, state, and/or local law, including, inter alia, the OSHA as set forth supra including in ¶¶ 205-218.

(iv) Board furnished primarily for the benefit or convenience of Defendant Signal. Upon information and belief, Defendant Signal did not obtain the required permit(s) to furnish the board at their Texas and Mississippi man camps, and the condition and sanitation of the board further violated federal, state, and/or local law including, inter alia, the U.S. Food and Drug Administration Food Code, as adopted and modified by Mississippi Department of Health Food Regulations (Mississippi man camp residents) and Texas Food Establishment Rules (Texas man camp residents) as set forth in ¶¶ 214-216, supra.

538. For the purpose of the preceding paragraphs, the term “deductions” shall include both withholdings Defendant Signal made from the wages of Plaintiffs and out-of-pocket costs Plaintiffs paid that amounted to de facto deductions.

539. Defendant Signal’s failure to pay Plaintiffs and others similarly situated the federally mandated minimum and overtime wages were willful violations of the FLSA within the meaning of 29 U.S.C. § 255(a).

540. As a consequence of Defendant Signal’s violations of the FLSA, Plaintiffs and others similarly situated are entitled to recover the following damages, including but not limited to:

- a. reimbursement of Plaintiffs' unpaid minimum wages;
- b. reimbursement of Plaintiffs' unpaid overtime wages;
- c. an additional equal amount in liquidated damages;
- d. costs of suit; and
- e. reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 216(b).

541. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

FOURTEENTH CLAIM FOR RELIEF

VIOLATIONS OF THE CIVIL RIGHTS ACT OF 1866
42 U.S.C. § 1981 (Retaliation)

Individual Plaintiffs Vijayan and Kadakkarappally Against Defendant Signal

542. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

543. Individual Plaintiffs Vijayan and Kadakkarappally assert this claim pursuant to 42 U.S.C. § 1981 against Defendant Signal for damages.

544. The actions of Defendant Signal violated Plaintiffs Vijayan's and Kadakkarappally's rights to receive full and equal benefit of all laws as guaranteed by 42 U.S.C. § 1981, by, inter alia, threatening, assaulting, battering, falsely imprisoning, causing emotional distress to, and terminating the employment of Plaintiffs Vijayan and Kadakkarappally as a direct response to and in retaliation for their legally protected opposition to Defendant Signal's discriminatory practices.

545. Defendant Signal knowingly, willfully, maliciously, intentionally, and without justification acted to deprive Plaintiffs Vijayan and Kadakkarappally of their rights.

546. As a result of Defendant Signal's unlawful acts, Plaintiffs Vijayan and Kadakkarappally have suffered injury.

547. Plaintiffs Vijayan and Kadakkarappally seek all appropriate relief, including but not limited to:

- a. compensatory damages for emotional pain and suffering, including fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced based on the retaliatory discharge and other retaliatory acts up to the point at which each Plaintiff's employment at Signal was terminated;
- b. punitive damages
- c. attorneys' and experts' fees and costs of this action, as authorized by 42 U.S.C. § 1988(b)-(c).

548. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

FIFTEENTH FIRST CLAIM FOR RELIEF

VIOLATIONS OF THE KLU KLUX KLAN ACT OF 1871
(42 U.S.C. § 1985) (Thirteenth Amendment and Constitutional Right to Travel)

Individual Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar and Chellappan Against Defendants Signal, the Recruiter Defendants (Global Resources, Inc., Sachin Dewan and Dewan Consultants), and the Legal Facilitator Defendants (Malvern C. Burnett, Law Offices of Malvern C. Burnett, Gulf Coast Immigration Law Center)¹⁷

549. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

550. Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar and Chellappan assert this claim pursuant to 42 U.S.C. § 1985(3) for damages against Defendant Signal, the Recruiter Defendants, and the Legal Facilitator Defendants.

551. As set forth in the preceding paragraphs and the First and Second Claims for Relief, Defendant Signal, the Recruiter Defendants, the Legal Facilitator Defendants, and the Swetman Security firm conspired, agreed, planned, and coordinated the March 9, 2007 kidnapping and detention of Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan for the purpose of depriving these Plaintiffs of equal protection of their rights under the Thirteenth Amendment to the United States Constitution and its implementing and enforcing statutes (inter alia 18 U.S.C. §§ 1589, 1590) to be free from forced labor and trafficking in persons and to exercise their Constitutional right to travel.

552. As set forth in the preceding paragraphs and the First and Second Claims for Relief, Defendant Signal, the Recruiter Defendants, and the Legal Facilitator Defendants, along with the Swetman Security firm, acted in furtherance of their

¹⁷ Claims against Michael Pol, President of Recruiter Defendant Global Resources, have been stayed pending the outcome of his bankruptcy proceedings. Plaintiffs will seek leave to amend the Fourth Amended Complaint if and when the stay is lifted.

conspiracy for the purpose of depriving Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar and Chellappan of equal protection of their rights under the Thirteenth Amendment to the United States Constitution and its implementing and enforcing statutes (inter alia 18 U.S.C. §§ 1589, 1590) to be free from trafficking in persons.

553. Defendant Signal, the Recruiter Defendants, and the Legal Facilitator Defendants were motivated by racial, anti-Indian, and/or anti-immigrant animus when they conspired to deprive the Individual Plaintiffs of their rights and/or acted in furtherance of a conspiracy to deprive the Individual Plaintiffs of their rights.

554. Defendant Signal, the Recruiter Defendants, and the Legal Facilitator Defendants knowingly, willfully, maliciously, intentionally, and without justification planned and acted to deprive the Individual Plaintiffs of their rights.

555. As a result of the unlawful acts by Defendant Signal, the Recruiter Defendants, and the Legal Facilitator Defendants, the Individual Plaintiffs have suffered injury.

556. Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan seek all appropriate relief in an amount to be determined at trial, including but not limited to:

- a. compensatory damages for Signal's, the Recruiter Defendants' , and the Legal Facilitator Defendants' deprivation of Plaintiffs' constitutional rights on March 9, 2007;
- b. damages for emotional pain and suffering, including but not limited to fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced as a result of Signal's, the

Recruiter Defendants', and the Legal Facilitator Defendants' deprivation of Plaintiffs' constitutional rights on March 9, 2007;

c. punitive damages; and

d. attorneys' and experts' fees and costs of this action, as authorized by 42 U.S.C. § 1988(b)-(c).

557. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

SIXTEENTH CLAIM FOR RELIEF

MISSISSIPPI FALSE IMPRISONMENT

Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan Against Defendant Signal

558. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

559. Individual Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan bring this claim for damages resulting from their false imprisonment, and attempted false imprisonment, by Defendant Signal.

560. Defendant Signal acted to unlawfully and unreasonably detain the Individual Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan against their will and consent.

561. Defendant Signal acted with malice, gross negligence, and/or reckless disregard.

562. Individual Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan suffered injury as a result of Defendant Signal's actions.

563. Defendant Signal is liable to the Individual Plaintiffs for damages, including but not limited to:

- a. compensatory damages for the false imprisonment;
- b. damages for emotional pain and suffering, including but not limited to fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced as a result of the false imprisonment or attempted false imprisonment; and
- c. punitive damages.

564. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

SEVENTEENTH CLAIM FOR RELIEF

MISSISSIPPI ASSAULT AND BATTERY

Plaintiffs Vijayan, Kadakkarappally, Kumar, Singh and Chellappan against Defendant Signal

565. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

566. Individual Plaintiffs Vijayan, Kadakkarappally, Kumar, Singh and Chellappan assert this claim for damages resulting from their assault and battery, or assault and attempted battery, by Defendant Signal on March 9, 2007

567. Defendant Signal intentionally acted with intent to cause harmful or offensive contact with Individual Plaintiffs Vijayan, Kadakkarappally, Kumar, Singh, and Chellappan.

568. Defendant Signal intentionally placed Individual Plaintiffs Vijayan, Kadakkarappally, Kumar, Singh, and Chellappan in apprehension of imminent harmful or offensive contact.

569. Defendant Signal's actions resulted in harmful or offensive contact with Plaintiffs Vijayan, Kadakkarappally, Kumar, and Chellappan.

570. Defendant Signal acted with malice, gross negligence, and/or reckless disregard.

571. Plaintiffs Vijayan, Kadakkarappally, Kumar, Singh and Chellappan suffered injury as a result of Defendant Signal's actions.

572. Defendant Signal is liable to the Plaintiffs Vijayan, Kadakkarappally, Kumar, Singh and Chellappan for damages, including but not limited to:

- a. compensatory damages for emotional pain and suffering, including fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced as a result of the assault and battery or assault and attempted battery; and
- b. punitive damages.

573. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

EIGHTEENTH CLAIM FOR RELIEF

MISSISSIPPI INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

*Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan against
Defendant Signal*

574. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

575. Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan bring this claim for damages resulting from Defendant Signal's intentional infliction of emotional distress on March 9, 2007.

576. Defendant Signal's actions to assault, batter, and falsely imprison Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan were extreme and outrageous.

577. Defendant Signal undertook this conduct with the intent to cause, or with disregard of, the reasonable foreseeability of causing severe emotional distress.

578. Defendant Signal's conduct was intentional, willful, and/or wanton.

579. Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan suffered severe emotional distress as a result of Defendant Signal's actions.

580. Defendant Signal is liable to the Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan for damages in an amount to be determined at trial, including but not limited to:

- a. compensatory damages for emotional pain and suffering, including fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced as a result of the false imprisonment and assault and battery; and
- b. punitive damages.

581. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

NINETEENTH CLAIM FOR RELIEF

MISSISSIPPI NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

Individual Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, Chellappan, Sulekha, Padavettiyil, Khuttan and Thangamani Against Defendant Signal

582. Plaintiffs re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

583. Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan, Sulekha, Padavettiyil, Khuttan and Thangamani bring this claim for damages resulting from Defendant Signal's negligent infliction of emotional distress on March 9, 2007.

584. Defendant Signal negligently inflicted emotional distress on each of these Plaintiffs through its actions or attempt to assault, batter, and falsely imprison Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan. Signal carried out these acts publicly and with the stated intention of intimidating all of the H-2B workers. It made an example out of Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan to demonstrate what would happen to the other H-2B workers if they complained about Signal or took steps to seek legal assistance. Plaintiffs Sulekha, Padavettiyil, Khuttan and Thangamani witnessed the event in all or in part and suffered emotional distress as a result.

585. The emotional distress suffered by Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, and Chellappan as a result of Defendant Signal's actions or attempt to assault, batter and falsely imprison them was a reasonably foreseeable consequence of Defendant Signal's conduct. The emotional distress suffered by Plaintiffs Sulekha, Padavettiyil, Khuttan and Thangamani, who witnessed the events in all or in part, was a reasonably foreseeable consequence of Defendant Signal's conduct.

586. Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, Chellappan, Sulekha, Padavettiyil, Khuttan and Thangamani suffered severe emotional injury as a result of Defendant Signal's actions.

587. Defendant Signal is liable to Plaintiffs Vijayan, Kadakkarappally, Singh, Kumar, Chellappan, Sulekha, Padavettiyil, Khuttan and Thangamani for damages, including:

- a. compensatory damages for emotional pain and suffering, including fright, nervousness, grief, anxiety, depression, worry, mortification, shock, humiliation, indignity, embarrassment, panic, apprehension, terror, or ordeal experienced as a result of the false imprisonment and assault and battery; and
- b. punitive damages.

588. For this cause of action, no Plaintiff seeks damages from any Defendants relating to events that occurred after his employment with Signal ended.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request the following relief:

- a. Certifying the claims set forth in Plaintiffs' Thirteenth Claim for Relief as a collective action pursuant to 29 U.S.C. § 216(b);
- b. Compensatory damages;
- c. Punitive damages;
- d. Treble damages as authorized by RICO, 18 U.S.C. § 1964(c)
- e. Liquidated damages as authorized by the FLSA, 29 U.S.C. § 216;
- f. An award of all prevailing party costs authorized by law, including attorney fees;
- g. A finding of alter ego between Billy R. Wilks and J & M Associates thus piercing J & M Associate's corporate veil;
- h. A finding that J & M Marine is the successor of J & M Associates; and
- i. Such other relief as the Court deems just and appropriate.

Respectfully submitted this 4th day of August, 2014,

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