U.S. Department of Homeland Security
U.S. Citizenship and Immigration Services
Administrative Appeals Office (AAO)
20 Massachusetts Ave., N.W., MS 2090
Washington, DC 20529-2090

(b)(6)

U.S. Citizenship and Immigration Services

DATE: MAR 19 2015 Office: VERMONT SERVICE CENTER FILE:

IN RE: Applicant:

APPLICATION: Application for T Nonimmigrant Status under section 101(a)(15)(T)(i) of the Immigration and Nationality Act, 8 U.S.C. § 1101(a)(15)(T)(i).

ON BEHALF OF APPLICANT:

INSTRUCTIONS:

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

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

Thank you,

Ron Rosenberg
Chief, Administrative Appeals Office

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

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

Applicable Law

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

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

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

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

The regulation at 8 C.F.R. § 214.11(l) prescribes, in pertinent part, the standard of review and the applicant's burden of proof in these proceedings:

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

(1) *De novo review*. The Service shall conduct a de novo review of all evidence submitted and is not bound by its previous factual determinations as to any essential elements of the T nonimmigrant status application. . . . The Service will determine, in its sole discretion, the evidentiary value of previously or concurrently submitted evidence.

(2) *Burden of proof*. At all stages of the processing of an application for any benefits under T nonimmigrant status, the burden shall be on the applicant to present to the Service evidence that fully establishes eligibility for the desired benefit.

Pertinent Facts and the Applicant's Claims

The applicant is a citizen of the Philippines who last entered the United States on November 2, 2008 as an H-2B temporary worker petitioned for by [redacted] in care of [redacted]. The applicant filed the instant Application for T Nonimmigrant Status (Form I-914) with U.S. Citizenship and Immigration Services (USCIS) on January 21, 2014. The director issued a Request for Evidence (RFE) of the applicant's claim to being a victim of trafficking, to which the applicant responded with additional evidence. The director ultimately denied the applicant's Form I-914 and the applicant subsequently appealed. In her January 31 and May 20, 2014 affidavits, the applicant provided the following account of her journey to the United States and claimed trafficking by [redacted] and [redacted].

In 2008, the applicant was introduced by a friend to [redacted] and [redacted] of [redacted], a recruiting agency licensed by the Philippine Overseas Employment Agency (POEA). The applicant recounted that she was told [redacted] was hiring housekeeping room attendants at a salary of $8.00 per hour to work 40 hours per week, with overtime pay provided for additional hours, plus discounted meals and a free uniform. The applicant stated that she paid [redacted] nearly $4,000 for placement fees, airfare, and other unspecified costs and that she borrowed the money from family whom she repaid in less than two years. The applicant successfully passed an interview at the U.S. Embassy and received a visa valid until July 31, 2009. She stated that after arriving in the United States on November 2, 2008, two [redacted] representatives brought her to their office and her new apartment. She recounted that she shared the two-bedroom, one-bathroom furnished apartment with three other women and that $75 weekly was deducted from her paycheck for her portion of the rent. The applicant stated that she also had to pay her own telephone bill, commuting expenses and food costs. She claimed "the agency" required notification when she left her apartment, placed her under an unspecified curfew, and held her H-2B approval notice and passport. The applicant stated that she was often given less than 40 hours of work each week and her paychecks were further reduced by deductions for social security, medicare, and federal and state taxes.

The applicant asserted that before coming to the United States, the [redacted] of [redacted] verbally promised she would be given 40 hours of work per week plus overtime, free housing, free transportation to and from work, free or discounted meals at work, and three years of employment with automatic renewals of her visa. The temporary employment contract the applicant entered into on November 4, 2008 with [redacted] shows that she agreed to perform hotel housekeeping duties at a rate of $7.50 per hour up to 40 hours per week and $11.25 for each hour beyond that

during a single weekly pay period. The contract noted that the applicant would be offered an average of 35 to 40 hours per week but no specific number of hours could be guaranteed, and that all applicable federal, state and local taxes would be deducted. The contract specifies that other costs would be deducted from the applicant's paycheck including $75 per week for housing, $7 per week for utilities, and $15 per week for transportation to and from the workplace. The applicant claimed that the contract was not explained to her in her native language, she had no idea it did not reflect her understanding of the terms she agreed to, and she was not given it to sign until after she entered the United States. Though raised by the director in her denial decision, the applicant has not addressed the letters from she submitted, dated June 24, 2008, which explained in detail that she would be required to reside in housing secured by her employer and $100-$110 per week would be deducted weekly from her paycheck for rent, furniture, utilities and incidentals. The letter further explained that H-2B visa workers are permitted to extend their visa for up to three years and may request an extension at the end of their first contract.

The applicant stated that only shortly before leaving the Philippines, she was notified that she would not be working at the in , Georgia as petitioned for by but at a hotel in Florida. She recounted that she "usually" worked there from 7:00 a.m. to 3:00 p.m. as a housekeeping room attendant; the hotel had less guests during the "off season" when she worked as few as 25 hours weekly; and sometimes the agency called her to work at other hotels so she could earn additional income. The applicant stated that she "decided to escape" from her employer under unspecified circumstances and she relocated with a friend to West Virginia where she found a new employer to file an H-2B visa petition on her behalf. This statement is inconsistent with another statement by the applicant that she moved to West Virginia to find work after notified her that her visa would not be renewed. The applicant recalled that working at a chicken processing plant in West Virginia was very strenuous and the climate too cold so she relocated to California where she moved in with a cousin.[2]

The applicant recounted financial, emotional and physical hardships during her initial employment in the United States. She stated that it took her nearly two years to repay the money she borrowed from her family and it was difficult being away from her four children and other loved ones in the Philippines. The applicant claimed that as a result of "stressful conditions" in the United States she suffered panic attacks, headaches, arthritis and shortness of breath. No medical documentation has been submitted and the applicant separately attributed her headaches to having fallen in the shower

[2] The applicant submitted documents confirming that she secured consecutive H-2B employment through three different employers. These include approval notices for H-2B petitions by from October 1, 2008 to July 31, 2009; West Virginia, from July 13, 2009 to December 1, 2009; and West Virginia, from December 3, 2009 to August 1, 2010. The applicant also submitted individual federal income tax return transcripts on which she claimed to have earned $1,153 in 2008 (filed while residing in Florida); $9,253 in 2009 (filed while residing in West Virginia); and $18,189 in 2010 (filed while residing in California). The applicant's income tax returns for 2011 and 2012 have not been submitted. In addition, she submitted an earnings statement from California showing earnings of $792 for the week of January 18-24, 2014 with year-to-date income of $4,180.

in 2012. The applicant expressed concern that she would have difficulty finding a better paying job in the Philippines to support her family, as she is "quite old already" in her 40s.

The applicant recounted additional hardship and disappointment when told her that her H-2B visa would not be renewed after she believed that had promised her "free and automatic" renewals for three years. She stated that after receiving this news, she worked in a West Virginia chicken processing plant and later in California where she resides with her cousin. The applicant has not reconciled this account with her discrepant statement that she relocated to West Virginia "to escape" her employer. The applicant recounted the following fears if returned to the Philippines: she will be unable to secure employment due to age discrimination; the typhoon of 2013 has made it even more difficult to find work and has taken a toll on the economy; even though license with POEA was cancelled, it continued to do business and may retaliate against her; and potential employers in the Philippines would think unfavorably of her for having failed to succeed in the United States. She added that she fell in the shower in 2012, has suffered headaches since then and medical treatment and insurance is not as good in the Philippines as the United States. The applicant also wishes to remain to assist in any prosecution of her claimed traffickers.

Victim of a Severe Form of Trafficking in Persons

On appeal, the applicant claims that she was the victim of labor trafficking because her recruiters forced her into involuntary servitude and peonage. After reviewing the applicant's initial submission and response to a request for further evidence, the director determined the applicant was not a victim of a severe form of trafficking in persons because the record showed that she entered into a voluntary employment agreement with her recruiters to perform housekeeping room services in a hotel, was in fact employed in such capacity and paid according to the agreement, satisfied the debt she incurred to pay her recruitment fees within two years, and because her recruiters did not engage the applicant's services through force, fraud or coercion.

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

On appeal, the applicant claims that she "experienced Coercion, Peonage and Threatened Abuse of Law or Legal Process during her recruitment and employment with [," which "fraudulently induced [her] to take on substantial debt . . . with promises of a better life and the prospect of at least three years of steady, full-time employment. . . ." The applicant's claims and the additional evidence submitted on appeal do not establish the applicant's eligibility. The record shows that recruited the applicant and petitioned for her H-2B visa and employed her as

a housekeeping hotel room attendant, but the relevant evidence does not establish that they did so through fraud or coercion for the purpose of subjecting the applicant to peonage.

No End: No Peonage or Involuntary Servitude

As used in section 101(a)(15)(T)(i) of the Act, the term peonage is defined as "a status or condition of involuntary servitude based upon real or alleged indebtedness." 8 C.F.R. § 214.11(a). Involuntary servitude is defined, in pertinent part, as "a condition of servitude induced by means of any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such condition, that person . . . would suffer serious harm or physical restraint; or the abuse or threatened abuse of legal process." *Id.* Servitude is not defined in the Act or the regulations, but is commonly understood as the condition of being a servant or slave, or a prisoner sentenced to forced labor. *See* BLACK'S LAW DICTIONARY (B.A. Garner, ed.) (9th ed. 1999). In this case, the relevant evidence shows that the applicant was employed and compensated by as a housekeeping room attendant pursuant to detailed explanatory letters and a subsequent voluntary employment contract, from November 2008 to sometime prior to July 2009 when the applicant left employ and became the beneficiary of an approved H-2B visa petition by The record lacks evidence that or its recruiters ever subjected the applicant to any "condition of servitude," the underlying requisite to involuntary servitude and peonage.

The applicant submitted copies of two letters from , both titled " Important Information for H-2B Applicants" and dated June 24, 2008 – more than four months before she travelled to the United States. One letter contains a detailed explanation of expectations and requirements for applicants participating in its H-2B placement program, including the payment of a job offer deposit fee, participation in a U.S. Embassy interview, notification concerning the success or failure of the interview, and travel and airfare arrangements. As described previously, the other letter details that the applicant would be required to reside in housing secured by her employer and $100-$110 per week would be deducted weekly from her paycheck for rent, furniture, utilities and incidentals, deductions generally authorized at 29 C.F.R. § 503.16(c). The letter further explains that H-2B visa workers are permitted to extend their visa for up to three years and may request an extension at the end of their first contract. Nevertheless, the applicant claimed that the employment contract she entered into with on November 4, 2008, shortly after entering the United States, did not reflect her understanding. However, the contract is consistent with previous letters to the applicant. It provides that the applicant would perform hotel housekeeping duties at a rate of $7.50 per hour up to 40 hours per week and $11.25 for each hour beyond that during a single weekly pay period; to pay her share of housing rental costs ($75 per week) through payroll deduction, as well as an additional deduction of $7 per week for utilities, and $15 per week for transportation to and from the jobsite.

The applicant has not provided the exact dates of her hotel employment through only that on an unspecified date she alternately "escaped" to West Virginia with a friend, or left employ to seek employment through another H-2B petitioner in West Virginia. The applicant submitted federal income tax return transcripts on which she claimed to earn $1,153 in 2008 and $9,253 in 2009, but neither her employers nor dates of employ are specified thereon and accompanying W-2 wage and earnings statements have not been provided. The applicant submitted only one paystub for

the entirety of her employment through It covers a single week from December 1 to December 7, 2008, during which she earned $186.25 for working 24 ½ hours at $7.50 per hour. Deductions included rent ($75) and utilities ($7). As stated in the director's decision, a single paystub is insufficient to establish the applicant's claim that she rarely worked 40 hours per week. The paystub submitted by the applicant and the corresponding federal income tax return shows that she worked for for less than seven months during which she entered into a temporary employment contract that reflects the terms of two detailed letters provided to her well in advance of her entry into the United States and that she was paid for her work accordingly. The record lacks any evidence that or its recruiters actually or intended to subject the applicant to a condition of servitude.

The record also does not show that or its recruiters actually or intended to subject the applicant to peonage through involuntary servitude based on real or alleged indebtedness. Her affidavits, payment receipts, and a letter from her mother indicate that the applicant borrowed less than $4,000 from family in the Philippines to pay placement and visa processing fees, air travel and other expenses to before leaving for the United States, and that the applicant was able to repay the entirety of the loan within two years.[3] The applicant stated that after her arrival in the United States, she paid the costs for her furnished housing rental, utilities and transportation to and from work through payroll deductions though she believed these would all be provided to her free of charge. This asserted belief contradicts the letters she received from before leaving the Philippines. She recounted financial pressures related to having incurred these unanticipated expenses, to sometimes working less than 40 hours weekly and consequently earning less money, and thus being unable to provide the amount of support she hoped for her four children in the Philippines. Payment receipts show that the applicant remitted $2,950 U.S. dollars plus 5,350 Philippines pesos to from May to October 2008, and a letter from the applicant's mother indicates that she lent the required funds to the applicant who repaid the loan within two years. The applicant did not submit any evidence showing that she had difficulty repaying any other loan, was in arrearages on any debt, or otherwise could not meet her financial obligations.

The preponderance of the evidence shows that advised the applicant of all the costs associated with her recruitment, visa petition and processing, travel to and pre-arranged housing in the United States. The applicant voluntarily secured loans to pay some of her costs and the record shows that she was able to timely repay her loans within her first two years in the United States. The applicant has not indicated that she took on any additional loans and the record does not show that any account is in arrears or that or induced her to obtain any personal loan. While her recruiters improperly required the applicant to pay the fees for her H-2B visa petition, the relevant evidence does not show that or forced the applicant into indebtedness to cover those costs. Consequently, the record does not demonstrate that or its recruiters subjected or intended to subject the applicant to peonage through involuntary servitude based on real or alleged indebtedness.

[3] The applicant claims in both affidavits that she borrowed the money for her recruitment, visa and travel expenses from her siblings and her sister-in-law. However, the applicant's mother states in her letter that the applicant borrowed the money from her and repaid it within two years.

De novo review of the record, as supplemented on appeal, fails to show any actual or intended condition of servitude or real or alleged indebtedness to or its recruiters. Consequently, the record does not demonstrate the claimed end of the alleged trafficking: peonage.

No Means: No Force, Fraud or Coercion

The record also does not evidence the means requisite to the applicant's trafficking claim. The applicant claims that and its recruiters engaged in a "psychologically coercive and financially ruinous trafficking scheme that subjected her to exorbitant debt and forced labor." She adds that they used a variety of coercive tactics, "including abuse of the legal process, isolation, and segregation to attempt to control her actions and to force her to provide service to them." The applicant has not provided any examples showing that she was isolated, segregated, or forced to serve Rather, the record shows that while her furnished apartment was not "as nice" as she had hoped, did indeed provide an apartment for her to share with three other female Filipino housekeepers employed temporarily in accordance with their H-2B visas. And while the hotel at which she worked could not always offer her 40 hours per week, particularly in the off season, the applicant stated that would call and offer her work at other hotels to supplement her income. In addition, the applicant asserts that "the agency" required notification before she or the others could leave their apartment and that they were not permitted to stay out late at night. However, the applicant did not identify the individual or circumstances under which this was communicated or provide any examples under which she was impacted by the alleged restrictions. In addition, the applicant's claim that she went to West Virginia to "escape" from her employer is unsupported by any details of the alleged escape and inconsistent with her subsequent statement that she relocated to find work only after told her that her H-2B visa would not be renewed.

Coercion is defined as: "threats of serious harm to or physical restraint against any person; any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or the abuse or threatened abuse of the legal process." 8 C.F.R. § 214.11(a). The applicant asserts that and its recruiters coerced her by violating Department of Labor regulations regarding the H-2B program. The record shows that the applicant paid the costs for her H-2B visa petition. Media reports show that the POEA ordered closure after it continued doing business following the cancellation of its license in 2012 for violating various unspecified recruitment rules. The record thus indicates that and may have violated Department of Labor regulations by requiring the applicant to pay the costs for her H-2B visa petition. *See* 29 C.F.R. § 503.16(o) (employer may not seek or receive payment from the worker for any activity related to obtaining H-2B labor certification or employment, including payment of the employer's attorney or agent fees, application and H-2B petition fees, recruitment costs, or any fees attributed to obtaining the approved application for temporary employment certification). However, as explained above, these violations did not compel the applicant to work by inducing her indebtedness. Rather, the applicant paid for her H-2B visa and petition through personal funds and personal loans, which she repaid within her first two years in the United States and during which she secured three consecutive H-2B visas with different employers. The relevant evidence does not show that any of s or its recruiters' violations of the H-2B program regulations amounted to coercion through the abuse or threatened abuse of the legal process against the applicant.

The record also does not support the applicant's claim that or its recruiters secured her services through fraudulent promises of long-term full-time employment. In her second affidavit, the applicant claimed that the verbally promised she would have three years of employment, at least 40 hours per week, and automatic renewals of her visa. However, none of the documents the applicant submitted from or reference any promise or obligation to secure three years of full-time employment or "automatic renewals" of her H-2B visa in the United States. One letter references costs associated with the temporary H-2B visa, the recruiter's fee, the U.S. Embassy interview, documentation and airfare to the United States. In another letter, thanks H-2B applicants for their interest in "seasonal work," explains why and how housing will be arranged for them, specifies the cost of housing to each H-2B applicant as between $100-$110 per week including rent, furniture, utilities and incidental items such as sheets, towels and dishes, and that the cost would be deducted from their weekly paychecks. While states that H-2B visas may be extended for up to three years, it makes no promise to file subsequent petitions for new or renewed H-2B visas. In the applicant's temporary employment contract, agrees to pay her $7.50 per hour for all hours worked up to 40 hours per week, and then $11.25 per hour for each hour worked above 40 hours during a single weekly pay period. It does not guarantee a 40-hour workweek and specifically states that overtime is not a common occurrence and should not be expected or relied upon. The contract also specifies the terms of the housing and transportation agreement consistent with the June 24, 2008 letters from and goes on to discuss sick day procedures, dress code/appearance, workplace injuries and other topics. It does not, however, reference or guarantee three years of continued employment or automatic visa renewals. Nevertheless, the applicant asserts on appeal that she was "shocked to learn that her visa was only valid for a few months, and that visa renewals were not free or guaranteed."

Finally, the record does not support the applicant's claim that her recruiters trafficked her through force or coercion involving physical restraint by restricting her movement and preventing her from seeking employment elsewhere. The applicant claims that retained the Form I-797A approval notice of her initial H-2B visa petition, but the record contains a copy of the applicant's passport, I-94 card with her U.S. entry stamp and H-2B visa, and her Form I-797A approval notice of DHI's H-2B petition dated July 22, 2008 and valid from October 1, 2008 to July 31, 2009.

The record also lacks any evidence that or its recruiters otherwise controlled the applicant's movement and personal freedom. Although the applicant claimed that "the agency" imposed a late night curfew and its permission was required to leave her apartment, she provided no probative details concerning any such restrictions, and she did not indicate that ever forcibly restrained her by any means. She also provided no details regarding her claimed "escape" to West Virginia. The record thus does not show that or its recruiters secured the applicant's services through fraud, force or coercion through physical restraint.

Summary: No Severe Form of Trafficking in Persons

The record documents the applicant's employment with but does not establish that or its recruiters ever subjected her to a severe form of trafficking in persons. The record indicates that the

applicant did not earn as much money working as an H-2B seasonal employee in the United States as she anticipated. Because she did not expect the costs of her housing, food and transportation, as well as state and federal taxes to be deducted from her paychecks and she was uncertain whether she would work 40 hours each week, the hardships and challenges of her job and a shared living situation, as well as being separated from her family in the Philippines and unable to support them to the extent she anticipated, the applicant was under considerable financial pressure and she experienced stress and anxiety. It also appears that the applicant later developed arthritis in her hands, and headaches following a fall in the shower in 2012.

The record also indicates that and its recruiters may have violated certain provisions of the Department of Labor regulations regarding the H-2B program, but there is no evidence that they ever subjected or intended to subject the applicant to involuntary servitude or peonage. The record shows that petitioned for the applicant's H-2B temporary status and employed her as a housekeeping room attendant in 2008 and 2009 pursuant to its explanatory letters and a subsequent detailed employment contract. The relevant evidence does not establish that or its recruiters obtained the applicant's services through force, fraud or coercion for the purpose of subjecting her to involuntary servitude, peonage, debt bondage, or slavery. Consequently, the applicant has not demonstrated that she was the victim of a severe form of trafficking in persons, as required by section 101(a)(15)(T)(i)(I) of the Act.

Physical Presence in the United States on Account of Trafficking

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

Assistance to Law Enforcement Investigation or Prosecution of Trafficking

The applicant has also not overcome the director's determination that she has not complied with any reasonable request for assistance in the investigation or prosecution of acts of trafficking or the investigation of associated crime, as required by section 101(a)(15)(T)(i)(III) of the Act. Primary evidence of this compliance is an endorsement from a Law Enforcement Agency (LEA), although USCIS will consider credible secondary evidence where the applicant demonstrates his or her good-faith, but unsuccessful attempts to obtain an LEA endorsement. 8 C.F.R. § 214.11(h). Counsel submitted an unsigned copy of a letter and a follow-up electronic mail message addressed on the applicant's behalf to the U.S. Department of Justice, Civil Rights Division seeking law enforcement certification as a victim of human trafficking and reporting a claimed violation of the H-2B provisions. These documents evidence the applicant's attempts to notify this agency of her claims, but the record fails to establish that any severe form of human trafficking occurred in connection with the applicant's employment with Consequently, the applicant has not met the assistance requirement of subsection 101(a)(15)(T)(i)(III) of the Act.

Conclusion

The applicant bears the burden of proof to establish her eligibility for T nonimmigrant status. Section 291 of the Act, 8 U.S.C. § 1361; 8 C.F.R. § 214.11(l)(2). On appeal, the applicant has not met the eligibility criteria for T nonimmigrant classification at subsections 101(a)(15)(T)(i)(I)-(III) of the Act.

ORDER: The appeal will be dismissed. The application remains denied.