

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEBRASKA

FREDY ALVARADO CONTRERAS,  
SERGIO ESCOBAR GONZALEZ, AND  
DENNIS NAJERA BARILLAS,

Plaintiffs,

vs.

BRUCE LIVINGSTON, an individual;  
LIVINGSTON ENTERPRISES INC., a  
Nebraska corporation; WORLDWIDE  
FARMERS EXCHANGE, a California  
nonprofit corporation; ASHLEY  
MEDULAN, an individual; MARIA LOS  
ANGELES CIFUENTES MORAN, an  
individual,

Defendants.

Case No. 4:24-cv-03155-SMB-JMD

**FIRST AMENDED COMPLAINT FOR  
DAMAGES AND JURY TRIAL  
DEMAND**

**FIRST AMENDED COMPLAINT**

1. In the summer of 2022, Plaintiffs Fredy Alvarado Contreras, Sergio Escobar Gonzalez, and Dennis Najera Barillas (“Plaintiffs”) were presented with what they thought was the opportunity of a lifetime. Plaintiffs had recently completed coursework at the San Carlos University in Guatemala in Agronomy when United States-based Worldwide Farmers Exchange (WFE) recruited them to participate in a cultural exchange program through the J-1 visa process. Plaintiffs understood this would provide them with the opportunity to live and train at Livingston Enterprises Inc. (LEI), a swine production facility with sites in Nebraska and Kansas.

2. To entice Plaintiffs to enroll, WFE and LEI made binding promises about the nature of the J-1 visa program: Plaintiffs would be enrolled in a year-long internship program at LEI’s swine operations where they would be trained by experts in the nuts and bolts of the industry, from

the day-to-day operation of the farm to the marketing and distributing processes; they would partake in American cultural activities; and they would earn a stipend of around \$2500 a month, paid on a weekly basis, working a Monday to Friday, 45-hour week, with the opportunity to earn more. Plaintiffs Alvarado Contreras and Escobar Gonzalez were told they would have the opportunity to take agronomy classes at a nearby university, and that housing and work-related transportation would be provided at no cost and that they would receive free meals at work. Plaintiffs would learn about American culture and gain skills they could take back to Guatemala. All Plaintiffs had to do was pay what WFE told them would be the upfront costs of the program and immigration-related expenses.

3. In reliance upon and in consideration of these promises, Plaintiffs left their homes in Guatemala and spent considerable money and effort to travel to Nebraska and participate in what they understood was the cultural exchange program at LEI. They used up their savings and took out loans. Plaintiffs undertook these expenses to pay mandatory recruitment, immigration processing, and travel fees charged by Defendants, which totaled upwards of \$3,200 each.

4. But the cultural exchange program was a sham. Upon Plaintiffs' arrival in Nebraska, LEI put them to work performing unskilled and often dangerous labor for low wages in its confined animal feeding operations (CAFOs). Plaintiffs were not trained by experts, as promised, but by fellow J-1 visa trainees. Instead of the stipend paid on a weekly basis, they were paid \$11.50 an hour before deductions, once a month. They were charged monthly for makeshift windowless rooms in a former Walmart and told not to complain lest they be sent home without pay. There were no cultural activities or university classes, just work that sometimes extended through the weekends for ten straight days. When they were injured on the job, as they sometimes were due to lack of training and appropriate personal protective equipment ("PPE"), LEI managers

told them not to avail themselves of workers' compensation benefits because it would drive up LEI's insurance costs.

5. Worked to the bone, exhausted, and afraid of being deported if he were to speak up for his rights, Plaintiff Najera Barillas fled LEI after roughly five weeks of employment. WFE's response to his departure was to warn the remaining interns, including Plaintiffs Alvarado Contreras and Escobar Gonzalez, not to try to leave the program lest they become "fugitives" and banned from ever returning to the U.S. Cowed by WFE's threats, and still in debt from the pre-employment costs, Plaintiffs Alvarado Contreras and Escobar Gonzalez tried to stick it out. They pleaded with LEI and WFE managers to adhere to the J-1 visa program requirements and promises LEI and WFE made about the work, wages, and housing. LEI and WFE retaliated by assigning Plaintiffs Alvarado Contreras and Escobar Gonzalez worse and more dangerous jobs, threatening to send them home without pay, separating them, and eventually terminating them on false pretenses.

6. Plaintiffs continued to suffer harassment and threats even after leaving LEI. WFE harassed and threatened Plaintiff Najera Barillas and his family, and threatened to cancel the visas of Plaintiffs Alvarado Contreras and Escobar Gonzalez if they continued to complain or did not leave the country immediately.

7. Defendants' misrepresentations and abuse of the J-1 visa program were deliberate. As longtime users of the J-1 visa program, Defendants were intimately familiar with the program requirements, including its regulatory imperative that it "not be used as [a] substitute[] for ordinary employment or work purposes" or "be used under any circumstances to displace American workers." 22 C.F.R. § 62.22(b)(1)(ii). Indeed, year after year, in documents submitted to the U.S. government to gain issuance of the J-1 visas, Defendants LEI and WFE certified under penalty of

perjury that the J-1 visa trainees would not “displace full- or part-time, seasonal or permanent American workers, or serve to fill a labor need.” *See* Exhibit A (“LEI Training Plan”) at 2, pt. 3(d) (WFE), 4, pt. 4 (LEI). WFE further certified that the positions the trainees would fill “exist[] primarily to assist [them] in achieving the objectives of their participation in [this] training [or] internship program,” *id.* at 2, pt. 3(d), while LEI pledged to “actively support the Sponsor by adhering to all applicable regulatory provisions that govern this program (see 22 CFR Part 62).” *Id.* at 4, pt. 3.

8. Defendants’ lies to Plaintiffs and to the U.S. government were made to procure cheaper labor. In luring Plaintiffs to their operations under the false guise of a learning experience, Defendants were in fact increasing their profits by paying Plaintiffs and other J-1 visa holders far less than American and other workers doing the same work. Defendants were also increasing their profits by charging Plaintiffs for substandard housing. Having recruited from Guatemala for several years prior to Plaintiffs’ arrival, Defendants were likewise aware that \$3,000 in upfront costs was a significant undertaking for Guatemalan undergraduates. Defendants also knew that the low pay, made even lower by deductions and paid only once a month, would make it very difficult for Plaintiffs to leave.

9. To remedy Defendants’ unlawful acts and ensure that Defendants do not subject other J-1 visa trainees to future illegal conduct, Plaintiffs bring claims under the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, *et seq.*; the Trafficking Victims Protection Act (“TVPRA”), 18 U.S.C. § 1589; the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. §1961, *et seq.*; the Migrant and Seasonal Agricultural Worker Protection Act (“AWPA”), 29 U.S.C. § 1801 *et seq.*; Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), 42 U.S.C. § 2000e-2; the Nebraska Wage Payment and Collection Act (“NWPCA”), Neb.

Rev. Stat. § 48-1228, *et seq.*; and the Nebraska Fair Employment Practice Act (“NFEPA”), Neb. Rev. Stat. § 48-1104 *et seq.* Plaintiffs seek economic, non-economic, liquidated, and punitive damages, as well as declaratory relief.

### **JURISDICTION**

10. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 (federal question); 28 U.S.C. § 1337 (commerce); 18 U.S.C. § 1595(a) (TVPRA), 18 U.S.C. § 1964, (RICO), 29 U.S.C. § 216(b) (FLSA), and 29 U.S.C. § 1854 (AWPA).

11. This Court has supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. § 1367 because the claims are so related to the federal claims that they form part of the same case or controversy.

12. The Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

13. Plaintiffs submit themselves to the jurisdiction of this Court.

14. This Court has personal jurisdiction over Defendants because they are domiciled in this district, their principal place of business is in this district, and/or the acts and omissions described herein occurred in this district.

### **VENUE**

15. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b).

### **PARTIES**

16. Plaintiffs Alvarado Contreras, Escobar Gonzalez, and Najera Barillas are Guatemalan citizens and of Guatemalan national origin who entered the United States on J-1 visas.

17. At all relevant times, Plaintiffs were not citizens of the United States.

18. At all times relevant to this action, Plaintiffs were employees of the LEI Defendants Bruce Livingston and Livingston Enterprises, Inc. (collectively, “the LEI Defendants”) within the meaning of the FLSA, 29 U.S.C. § 203(e)(1).

19. Plaintiffs were engaged in interstate commerce or in the production of goods for commerce while they were the LEI Defendants’ employees.

20. Each Plaintiff is a “person” within the meaning of that term as defined by the RICO, in that each Plaintiff was an individual capable of holding a legal or beneficial interest in property. *See* 18 U.S.C. § 1961(3).

21. Defendant Livingston Enterprises Inc. (“LEI”) is a Nebraska corporation that conducts substantial business in the states of Nebraska and Kansas.

22. Defendant Bruce Livingston is an individual residing in Mahaska, Kansas, who conducts significant business in Nebraska. He is the owner of LEI.

23. The LEI Defendants are an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A).

24. At all times relevant to this action, the LEI Defendants employed Plaintiffs within the meaning of the FLSA, 29 U.S.C. § 203(g).

25. The LEI Defendants exercised control over the work Plaintiffs performed.

26. The LEI Defendants had the power to establish, and did establish, the terms of Plaintiffs’ employment.

27. The LEI Defendants determined the wages to be paid to Plaintiffs.

28. The LEI Defendants had the power to hire and fire Plaintiffs.

29. Defendant Bruce Livingston exercised operational control over significant aspects of the day-to-day functions of Defendant LEI.

30. Defendant Bruce Livingston actively managed, supervised, and directed the business operations of Defendant LEI.

31. Defendant Worldwide Farmers Exchange (“WFE”) is a California organization certified by the U.S. State Department as a Mutual Education and Cultural Exchange Act program, which permits WFE to recruit and mentor trainees from foreign countries, issue and complete immigration forms required to facilitate the entry of trainees, and vet host employers.

32. Ashley Medulan, an individual, was the President and Program Director of WFE at all times relevant to this Complaint.

33. Maria de Los Angeles Cifuentes Moran (“Cifuentes”), an individual, was a recruiting agent for WFE at all times relevant to this Complaint.

34. At all relevant times, Defendants Medulan and Cifuentes were acting as agents of Defendant WFE and within the scope and authority of their agency.

35. Plaintiffs herein will refer to Defendants WFE, Medulan, and Cifuentes as “the WFE Defendants.”

36. Each Defendant is a “person” within the meaning of that term as defined by the RICO, in that each Defendant was an individual or entity capable of holding a legal or beneficial interest in property. *See* 18 U.S.C. § 1961(3).

37. All Defendants comprise a “venture” as that term is used in the TVPRA, in that they are an undertaking and/or enterprise involving risk and profit. *See* 18 U.S.C. §§ 1589 and 1595.

38. Defendants LEI and WFE comprise a “venture” as that term is used in the TVPRA, in that they are an undertaking and/or enterprise involving risk and profit. *See* 18 U.S.C. §§ 1589 and 1595.

39. The foregoing ventures are ongoing business relationships that have continued for at least ten years.

### **THE RICO ENTERPRISES**

40. All Defendants are associated in fact, though not a legal entity, and therefore are an enterprise (“RICO Enterprise I”) as that term is used in the RICO, 18 U.S.C. § 1961(4).

41. All Defendants were associated with RICO Enterprise I.

42. All Defendants and the U.S. Department of State are associated in fact, though not a legal entity, and therefore are an enterprise (“RICO Enterprise II”) as that term is used in the RICO, 18 U.S.C. § 1961(4).

43. All Defendants were associated with RICO Enterprise II.

44. Defendants LEI and WFE are associated in fact, though not a legal entity, and therefore are an enterprise (“RICO Enterprise III”) as that term is used in the RICO, 18 U.S.C. § 1961(4).

45. All Defendants were associated with RICO Enterprise III.

46. RICO Enterprises I, II, and III (collectively, “the RICO Enterprises”) are engaged in, or their activities affect, interstate or foreign commerce.

47. The RICO Enterprises are ongoing organizations with a framework, either formal or informal, for carrying out their common purposes.

48. The associations comprising the RICO Enterprises began on or before January 1, 2020, and continue to the present.

49. The members of the RICO Enterprises I and III associated with each other for the common purpose of recruiting foreign university undergraduates or graduates to work as laborers at the LEI Defendants’ hog farms.

50. The members of the RICO Enterprise II associated with each other for the common purpose of recruiting, transporting, providing, processing, and obtaining foreign undergraduates or graduates to come to the U.S. on J-1 visas, including at LEI's operations.

51. As set forth herein, Defendants conducted or participated, directly or indirectly, in the conduct of the RICO Enterprises' affairs through a pattern of racketeering activity. *See* 18 U.S.C. § 1962(c).

52. As set forth herein, Defendants used the RICO Enterprises to defraud Plaintiffs and the U.S. government.

53. As set forth herein, Defendants used the RICO Enterprises to subject Plaintiffs to forced labor and trafficking for forced labor.

#### **STATUTORY AND REGULATORY STRUCTURE**

54. To administer the Mutual Educational and Cultural Exchange Act of 1961 (The Fulbright-Hays Act), the State Department oversees an Exchange Visitor Program through which U.S. communities, academic institutions, and businesses host thousands of visitors each year from countries around the world.

55. These educational and cultural exchanges help the State Department further the nation's foreign policy objectives, "promot[ing] international cooperation for educational and cultural advancement" and "assist[ing] in the development of friendly, sympathetic, and peaceful relations between the United States and the other countries of the world." 22 U.S.C. § 2451; 22 C.F.R. § 62.1.

56. Exchange visitors who come to the United States under the J-1 visa category may study at colleges and universities, work as au pairs or camp counselors, or pursue internships and specialized training for a specified duration.

57. Within the “trainee/intern” category of exchange visitors, interns are foreign college and university students or recent graduates who come to the U.S. to “gain exposure to U.S. culture” as they experience “U.S. business practices in their chosen occupational field,”<sup>1</sup> through “participation in structured and guided work-based training and internship programs.” 22 C.F.R. § 62.22(b)(1)(i).

58. These internships are meant to foster intercultural understanding and learning. *Id.* The program is *not* meant to be a source of cheap labor for American employers. Indeed, the “programs must not be used as substitutes for ordinary employment or work purposes; nor may they be used under any circumstances to displace American workers.” *Id.* § 62.22(b)(1)(ii). Their use “for ordinary employment or work purposes is strictly prohibited.”<sup>2</sup>

59. “To distinguish between a period of work-based learning in the intern’s academic field, which is permitted (and which requires a substantial academic framework in the participant’s field), and unskilled labor, which is not,” § 62.22(b)(1)(ii), the State Department has set forth detailed requirements. The bulk of these apply to organizations that sponsor the interns, while others apply to the businesses that host interns.

60. Sponsors bear legal responsibility for carefully vetting potential interns and their hosts. *Id.* § 62.22(f). Sponsors must, among other things, be available to interns and hosts to assist as facilitators, counselors, and information resources; to ensure the appropriate placement, supervision, and evaluation of interns; and to ensure the programs are striking “a balance between the . . . interns’ learning opportunities and their contributions to the” host. *Id.*

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<sup>1</sup> U.S. Dep’t of State, *Intern*, BridgeUSA, <https://j1visa.state.gov/programs/intern> (last visited Nov. 13, 2024).

<sup>2</sup> U.S. Dep’t of State, *Trainee*, BridgeUSA, <https://j1visa.state.gov/programs/trainee> (last visited Nov. 13, 2024).

61. Sponsors must make clear to hosts “the goals, objectives, and regulations of the Exchange Visitor Program,” and exercise close oversight to ensure that hosts adhere to those objectives and regulations. *Id.* § 62.22(f)(1).

62. Sponsors bear direct responsibility to the exchange visitors as well. As the party that conducts the recruitment of interns, the sponsor must ensure that all prospective exchange visitors are provided accurate program information and materials “at the time of recruitment and before exchange visitors enter into agreements and/or pay non-refundable fees.” *Id.* § 62.9(d)(3). Such information and materials must provide a clear explanation of “the terms and conditions of any employment activities (job duties, number of work hours, wages and compensation, and any typical deductions for housing and transportation),” and must have an “itemized list of all fees charged to the exchange visitor (*i.e.*, fees paid to the sponsor or a third party, including the host employer), insurance costs, other typical costs, conditions, and restrictions of the exchange visitor program(s), and the type, duration, nature and importance of the cultural components of the program.” *Id.*

63. The culmination of the sponsor’s vetting and matching process is the creation of an individualized Training/Internship Placement Plan (State Dep’t Form DS-7002) (“T/IPP”) for each trainee or intern. 22 CFR § 62.2.<sup>3</sup> Its purpose is to weed out and distinguish permissible “bona fide . . . work-based learning for interns” from impermissible “unskilled or casual labor positions.” *Id.* § 62.22(i)(2).

64. The T/IPP does so by requiring the sponsor and host to set out “specific goals and objectives,” “knowledge, skills, or techniques” the intern will gain, “methods of performance

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<sup>3</sup> See U.S. Dep’t of State, Training/Internship Placement Plan (State Dep’t Form DS-7002), <https://j1visa.state.gov/wp-content/uploads/2018/03/ds7002-updated.pdf> (last visited Nov. 13, 2024).

evaluation,” and details of supervision, for each phase of the internship. *Id.* The T/IPP provides a timeline of specific tasks the intern will complete. *Id.* § 62.22(i)(4).

65. In the T/IPP, sponsors must certify that they will ensure that the host follows the plan and that the intern receives “continuous on-site supervision and mentoring . . . by experienced and knowledgeable staff.” *Id.* § 62.22(f)(2)(ii).

66. Sponsors must also aver that the intern will “not displace full- or part-time or temporary or permanent American workers or serve to fill a labor need,” and that the positions the intern will fill “exist primarily to assist [them] in achieving the objectives of their participation in [this] training [or] internship program[],” rather than for a business reason. *id.* § 62.22(f)(2)(v).

67. Sponsors must promise to make sure the intern gains the skills and knowledge the T/IPP describes. *Id.* § 62.22(f)(2)(iii). Finally, sponsors certify that they will ensure that the internship complies with the Fair Labor Standards Act (FLSA) and the Migrant and Seasonal Agricultural Worker Protection Act (AWPA). *Id.* § 62.22(f)(2)(vi).

68. Hosts bear obligations under the Exchange Visitor program, too. Hosts must “notify sponsors promptly of any concerns about, changes in, or deviations from T/IPPs” during the internship. *Id.* § 62.22(h)(2).

69. And, like sponsors, hosts certify that the intern will “not displace full-or part-time, seasonal or permanent American workers, or serve to fill a labor need,” and that the host is participating in the Exchange Visitor program to provide the J-1 visa holder with the internship delineated in the T/IPP. Finally, both the sponsor and the host certify that the internship meets “all the requirements” of the FLSA and the AWPA.<sup>4</sup>

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<sup>4</sup> *Id.*, at 2, pt. 3(e); 5, pt. 10.

70. For their part, the intern avers that they understand and will follow their T/IPP and that they are entering the exchange program to be interns; “not simply to engage in labor or work within the United States.”<sup>5</sup> Interns must acknowledge their understanding of the program’s cultural exchange purpose (“to allow me to enhance my skills and gain exposure to U.S. culture and business in a way that will be useful to me when I return home.”).<sup>6</sup>

71. In addition to these requirements—specific to the trainee/intern category of Exchange Visitors—sponsors must also “offer or make available to exchange visitors . . . a variety of appropriate cross-cultural activities.” 22 C.F.R. § 62.8(d)(1).

72. Although “[t]he extent and type” of these activities will vary, sponsors must “determin[e] the appropriate types and numbers of such cross-cultural programs,” and are encouraged “to give their exchange visitors the broadest exposure to American society, culture and institutions.” *Id.* Thus, the T/IPP calls for sponsors and hosts to describe the “plans . . . in place for the Trainee/Intern to participate in cultural activities while in the United States.”<sup>7</sup>

73. Only once the sponsor, host, and intern/trainee have signed a T/IPP may the sponsor issue a Certificate of Eligibility for Exchange Visitor (J-1) Status (State Dep’t Form DS-2019) for the intern or trainee. 22 § C.F.R. 62.22(m).

74. Because abuse of the Exchange Visa Program by unscrupulous sponsors and hosts undermines the program’s cultural exchange and foreign policy purposes, the State Department requires sponsors and program participants to notify it at the earliest possible opportunity of any “serious problem or controversy” involving the intern or trainee “that could bring the Exchange Visitor Program or the Department into notoriety or disrepute.” 22 C.F.R. §§ 62.13(d); 62.22(j)(2).

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<sup>5</sup> *Id.* at 1, pt. 2.

<sup>6</sup> *Id.*, pt. 3.

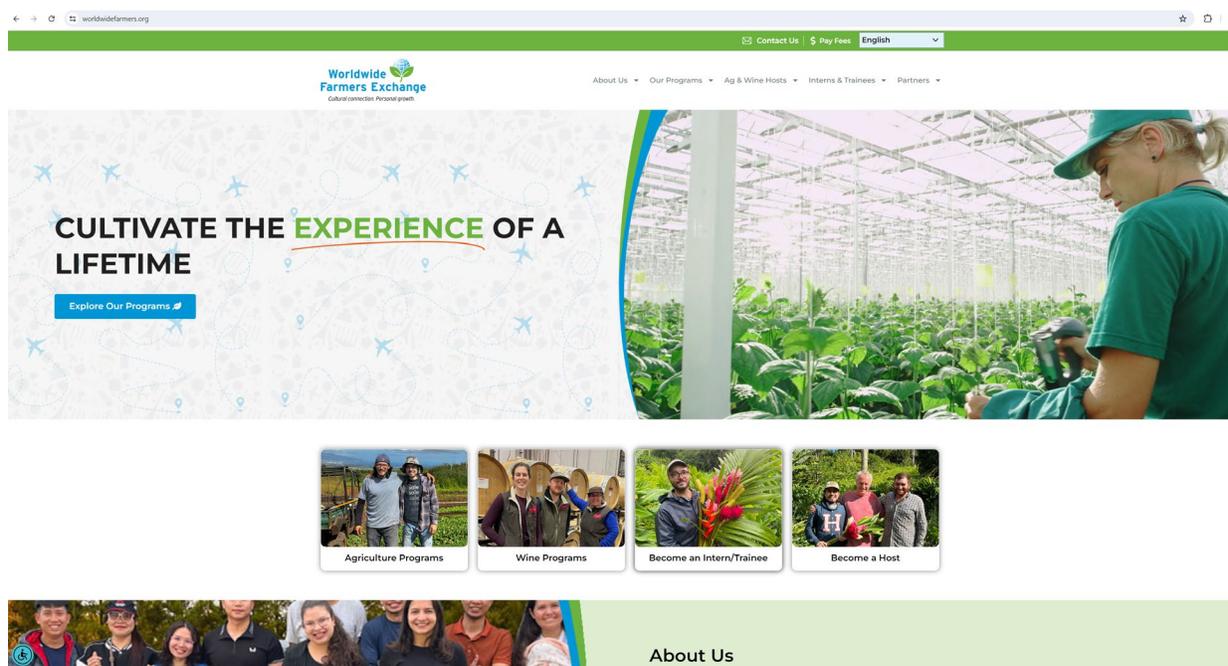
<sup>7</sup> *Id.*, at 4.

This includes if the “sponsor or supervisor [] is not providing [the intern] with a legitimate internship or training, as delineated on [their] T/IPP.”<sup>8</sup>

### Worldwide Farmers Exchange as Sponsor

75. WFE is an Exchange Visitor Program “sponsor,” defined as “a legal entity designated by the Secretary of State to conduct an exchange visitor program.” 22 C.F.R. § 62.2.

76. Under the tagline, “Cultivate the Experience of a Lifetime,” WFE advertises internship and trainee programs in agriculture and wine production to prospective interns and trainees around the world.<sup>9</sup>



77. WFE states that it “bring[s] together the benefits of paid agricultural training and the value of cultural exchange,” and that it provides “personalized support and transparent fee structures.”<sup>10</sup>

<sup>8</sup> *Id.*, at 1, pt. 8.

<sup>9</sup> Worldwide Farmers Exchange, <https://worldwidefarmers.org/> (last visited Nov. 13, 2024).

<sup>10</sup> *Id.*

78. As to the latter, WFE states that interns/trainees can expect to pay WFE's program fees, which consist of a U.S. consulate Machine Readable Visa fee of \$185 and a \$220 Student and Exchange Visitor Program (SEVIS) fee, travel costs, co-pays for medical treatment in the U.S. (typically \$50 to 100), and what it describes as "[p]artner fees."<sup>11</sup> WFE tells prospective interns there are "no application or participation fees" for its General Agriculture Program.<sup>12</sup>

79. WFE also represents on its website that interns and trainees will receive housing, which is "included in the program fee,"<sup>13</sup> during their internships and tells hosts the same: that they must provide interns "housing with utilities and access to a phone or internet."<sup>14</sup>

80. WFE specifies the housing standards it purports to require hosts to meet for WFE interns.<sup>15</sup> Among other things, housing must be "clean," have "secure, locking . . . windows," provide bedrooms with a "maximum of 2 Trainees/Interns per 10x10 room," and provide access to kitchen facilities, including a stove and oven.<sup>16</sup> WFE further instructs hosts that they may charge a "small fee" for "utilities or other services," but that such fees must be disclosed and agreed to by the participant prior to participation in the program.<sup>17</sup>

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<sup>11</sup> *Intern/Trainee FAQs*, Worldwide Farmers Exchange, <https://worldwidefarmers.org/general-faqs/#intern-trainee-faqs> (last visited Nov. 13, 2024) ("What Fees do I need to pay for WFE programs?"); *Intern/Trainee Application & Fees*, Worldwide Farmers Exchange, <https://worldwidefarmers.org/interns-and-trainees-application-and-fees/#intern-fee> (last visited Nov. 13, 2024) (page linked as description of "program fees").

<sup>12</sup> *Intern/Trainee Application & Fees*, Worldwide Farmers Exchange, <https://worldwidefarmers.org/interns-and-trainees-application-and-fees/> (last visited Nov. 13, 2020).

<sup>13</sup> *Intern/Trainee FAQs*, Worldwide Farmers Exchange, <https://worldwidefarmers.org/general-faqs/#intern-trainee-faqs> (last visited Nov. 13, 2020) (listing "Housing" as an item "included in the Program Fee" in response to question "What will I receive in the program?"); *General Agriculture*, Worldwide Farmers Exchange, <https://worldwidefarmers.org/general-agriculture/> (last visited Nov. 13, 2024) (stating that WFE Hosts provide "Housing for intern/trainee").

<sup>14</sup> *Host FAQs*, Worldwide Farmers Exchange, <https://worldwidefarmers.org/general-faqs/#host-faqs> (last visited Nov. 13, 2024) ("What Fees do I need to pay for WFE programs?").

<sup>15</sup> Worldwide Farmers Exchange, *Housing Standards*, <https://worldwidefarmers.org/pdf/host-housing-standards.pdf> (last visited Nov. 13, 2024).

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

81. WFE gives prospective interns a timeline of steps from application to placement in the U.S., including the preparation of their T/IPP. “If there will be any deductions from pay, fees charged by the host, or other supplemental information,” WFE tells prospective interns, “WFE will share these at the same time” that the T/IPP is prepared.<sup>18</sup>

82. Finally, WFE tells hosts that the J-1 visas it helps interns and trainees obtain “are not work visas.”<sup>19</sup> Instead, they “allow trainees and interns to participate in cultural exchange through work experience (with WFE hosts) as part of the training/internship program.”

#### LEI’s “Trainee Program”

83. LEI describes itself as “one of the largest, family-owned pork producers in Nebraska,” and includes swine production facilities, a transportation division, and a feed mill division. LEI has twelve swine production facilities in the surrounding areas and five sow farms. In total, it has 32,000 sows and produces 1 million weaned pigs yearly.

84. In January of 2023, LEI had approximately 185 “team members,” including 14 individuals from Guatemala who were training under the J-1 work and study-based exchange program.

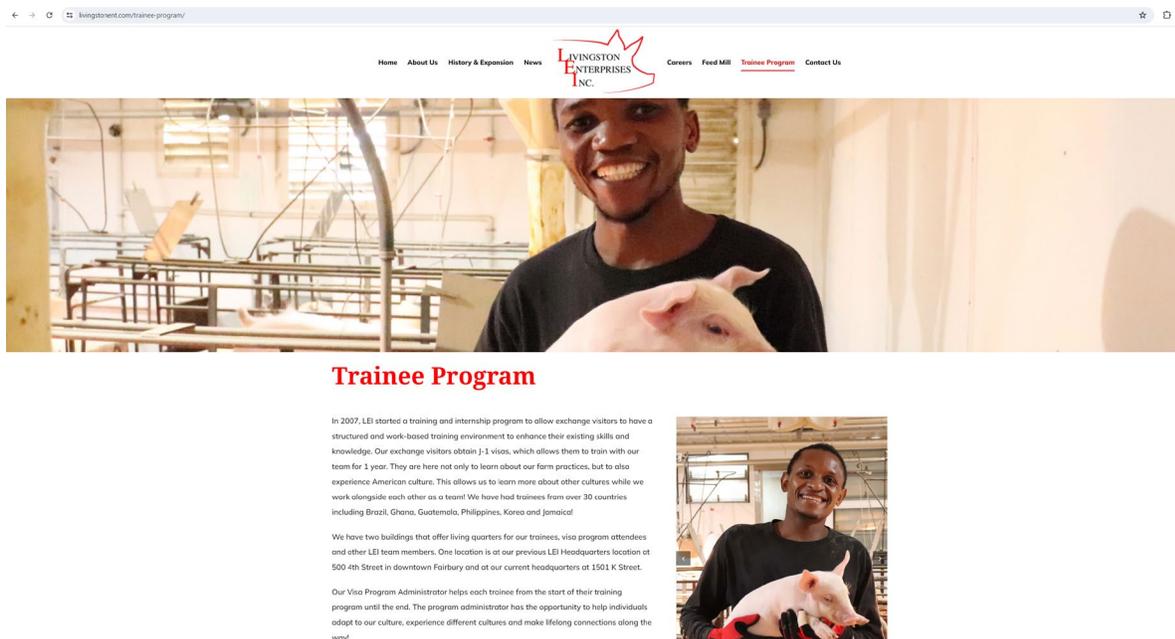
85. LEI advertises itself as a host of J-1 exchange visitor trainees and interns, describing on its website its “structured and work-based training environment” in which exchange visitors “enhance their existing skills and knowledge.”<sup>20</sup>

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<sup>18</sup> Worldwide Farmers Exchange, *J-1 Visa Application Process Guide for General Agriculture Exchange Visitor (EV) (Intern/Trainee)* at 2, <https://worldwidefarmers.org/pdf/intern-trainee-general-ag-j1visa-application-guide.pdf> (last visited Nov. 13, 2024).

<sup>19</sup> *Host FAQs*, Worldwide Farmers Exchange, <https://worldwidefarmers.org/general-faqs/#host-faqs> (last visited Nov. 13, 2024) (“Do trainees and interns have a work visa?”).

<sup>20</sup> *Trainee Program*, Livingston Enterprises Inc., <https://perma.cc/S3KT-PPMZ> (last visited Nov. 13, 2024).



**Trainee Program**

In 2007, LEI started a training and internship program to allow exchange visitors to have a structured and work-based training environment to enhance their existing skills and knowledge. Our exchange visitors obtain J-1 visas, which allows them to train with our team for 1 year. They are here not only to learn about our farm practices, but to also experience American culture. This allows us to learn more about other cultures while we work alongside each other as a team! We have had trainees from over 30 countries including Brazil, Ghana, Guatemala, Philippines, Korea and Jamaica!

We have two buildings that offer living quarters for our trainees, visa program attendees and other LEI team members. One location is at our previous LEI Headquarters location at 500 4th Street in downtown Fairbury and at our current headquarters at 1501 K Street.

Our Visa Program Administrator helps each trainee from the start of their training program until the end. The program administrator has the opportunity to help individuals adapt to our culture, experience different cultures and make lifelong connections along the way!

86. LEI says exchange visitors “are here not only to learn about our farm practices, but to also experience American culture” and to teach Americans about their cultures.<sup>21</sup> It advertises “trainee programs” through both WFE and another sponsor, WISE Foundation.

87. Elsewhere on its website, LEI describes its “production team” as “made up of local individuals, TN visa team members<sup>22</sup> and trainees from numerous countries throughout the world.”<sup>23</sup>

<sup>21</sup> *Id.*

<sup>22</sup> The TN visa is a nonimmigrant visa classification created through NAFTA, which “permits qualified Canadian and Mexican citizens to seek temporary entry into the United States to engage in business activities at a professional level.” See *TN NAFTA Professionals*, U.S. Citizen and Immigr. Servs. (last updated Feb. 24, 2021), <https://www.uscis.gov/working-in-the-united-states/temporary-workers/tn-nafta-professionals>. Only professionals such as engineers, lawyers, and scientists are eligible for these visas; general farm labor is ineligible. *Id.* And eligible Mexican or Canadian nationals may only be granted a TN visa to fill a position in the U.S. that requires a NAFTA professional. *Id.*; 8 C.F.R. § 214.6 (defining “business activities at a professional level” as “those undertakings which require that, for successful completion, the individual has a least a baccalaureate degree or appropriate credentials demonstrating status as a professional in” one of the specified professions).

<sup>23</sup> Livingston Enterprises Inc., <https://perma.cc/8ST9-9Y3Y> (last visited Nov. 13, 2024) (under “Global Opportunities”).

88. According to WFE’s website, for each “trainee” LEI hosts, LEI pays WFE \$600 per month in program fees.<sup>24</sup>

### **PLAINTIFFS’ EMPLOYMENT AT LEI**

#### **Plaintiffs’ Recruitment to the J-1 Visa Program by WFE and LEI**

89. In the Spring of 2022, Plaintiffs were nearing the end of their studies at San Carlos University in Guatemala City, where each of them majored in Agronomy.

90. Shortly before Plaintiffs completed their coursework, Defendant Cifuentes, a Guatemalan agent of WFE, recruited them for the J-1 visa program.

91. Defendant Cifuentes described the J-1 program as a cultural exchange program that would give Plaintiffs the opportunity to experience American culture while providing them training in a field related to their studies, allowing them to return to Guatemala with expertise and higher earning power.

92. Despite Defendant WFE’s website advertisement that costs for the J-1 agricultural program would be in the range of a few hundred dollars, Defendant Cifuentes told Plaintiffs they would need around \$3,000 to enroll in the program. However, Defendant Cifuentes assured Plaintiffs that they would receive a stipend of around \$2,500 per month after taxes for work they would perform as part of their training during a Monday to Friday work week, plus the opportunity to work extra hours (and earn more money) if desired. Defendant Cifuentes told Plaintiffs the stipend would be paid on a weekly basis. She told Plaintiff Najera Barillas he would be paid \$14 per hour and work eight-hour days, and she told all three Plaintiffs they would have a Monday to Friday schedule with weekends off.

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<sup>24</sup> *Become A Host*, Worldwide Farmers Exchange, <https://worldwidefarmers.org/become-a-host/> (last visited Nov. 13, 2024).

93. Defendant Cifuentes also told Plaintiffs Alvarado Contreras and Escobar Gonzalez that housing and transportation to cultural activities, as well as meals during the workdays would be provided at no charge by the employer, and she told Plaintiff Najera Barillas that housing would be provided for a nominal monthly charge. Defendant Cifuentes told Plaintiffs they would be housed in rooms with no more than two people with one shared bathroom. Finally, she promised Plaintiffs Alvarado Contreras and Escobar Gonzalez that they would have opportunities to take classes at a local university, and she told all three Plaintiffs they would participate in cultural activities on the weekends.

94. Defendant Cifuentes asked Plaintiff Escobar Gonzalez how he planned to pay for the program fees. He told her he would use his savings and sell his car.

95. Plaintiff Escobar Gonzalez sold his car for approximately \$4,000. He also took out a roughly \$3,000 loan from a Guatemalan lender that accrued a monthly interest of about 15%.

96. Plaintiff Alvarado Contreras used all the savings he had from working as a teaching assistant at his university, amounting to around \$3,000; he borrowed another \$1,500 from his parents, and put about \$500 on a credit card.

97. Plaintiff Najera Barillas borrowed around \$4,800 from a close friend in the United States; he agreed to pay it back with an extra \$500 as interest.

98. On June 27, 2022, Defendant Cifuentes emailed Plaintiffs and four other Guatemalan applicants a copy of a T/IPP that listed LEI as the host organization for their internship placement. *See* Ex. A, LEI Training Plan. In the LEI Training Plan, the sponsoring agent (WFE), host organization (LEI), and trainees (Plaintiffs) were required to certify that they would abide by all program rules, as required under 22 C.F.R. § 62. *Id.* at 2 (WFE); 4 (LEI); 1 (trainee). The LEI

Training Plan that Plaintiffs received that day had been signed by Defendant Medulan on behalf of WFE. *Id.* at 2.

99. Each Plaintiff's LEI Training Plan contained the same substantive information, stating that the Plaintiff would receive training in Swine Production in three phases. Phase I—Farrowing (introduction to farm practices, animal handling, tending to birthing sows, record keeping)—would run from September 1, 2022 to March 1, 2023. Phase 2—Farrowing Intermediate/ Barn (monitoring the health of the sows and litter; weaning; power washing and preparing rooms for loading of animals)—would run from March 1, 2023 to September 1, 2023. Phase 3—Breeding (artificial insemination procedures, caring for gestating sows)—would run from August 1, 2023 to September 1, 2023.<sup>25</sup> Each phase was drafted to incorporate experience gained in the previous phase and allow for hands-on experience and direct supervision. The LEI Training Plan also guaranteed periodic reviews of each trainee to determine skill level and add responsibilities as appropriate. *Id.* at 3-8.

100. In the LEI Training Plan, LEI also promised to provide opportunities for Plaintiffs to experience American culture, including trips to museums, flea markets, movie theaters, and county fairs. *Id.* at 3, 5, and 7.

101. The LEI Training Plan guaranteed \$11.50 per hour for any work performed and \$3,023 in “non-monetary compensation.” The Plan made no mention of taxes, meals or housing and transportation costs. *Id.* at 1.

102. Each Plaintiff signed the LEI Training Plan on June 27, 2022, as requested by Defendant Cifuentes, and returned it to her by email.

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<sup>25</sup> The month overlap between Phase II and Phase III is not explained in the LEI Plan.

103. On June 28, 2022, Defendant Cifuentes sent a WhatsApp message to seven Guatemalan applicants, including Plaintiffs, to inform them that she was awaiting the remaining immigration forms from the central WFE offices, and that once she received them, the group would meet in person to sign them.

104. Defendant Bruce Livingston signed the LEI Training Plan forms on behalf of LEI on July 12, 2022, certifying, as required, that the trainee named in the form (in this case, Plaintiffs), would “not displace full- or part-time, seasonal or permanent American workers, or serve to fill a labor need;” and that the training program “meets all the requirements of the [FLSA] and the [AWPA].” *Id.* at 4, 6 and 8.

105. Two days later, on July 14, 2022, Defendant Cifuentes sent a message via WhatsApp to the Guatemalan LEI applicants, including Plaintiffs, notifying them that their immigration forms had arrived and informing them that they should plan to meet on July 19, 2022, to sign the forms and a contract with WFE.

106. That same day, Defendant Cifuentes sent an email to Plaintiffs and the other Guatemalan LEI applicants reiterating the WhatsApp message and providing an address for the meeting. In the email, Defendant Cifuentes outlined the costs of the program, totaling GTQ 18,000 (U.S. \$2,325.60).<sup>26</sup> The costs included:

- a. GTQ 15,000 (US \$1,938) for the LEI Training Plan (Form DS-7002) and another immigration form, DS-2019;
- b. GTQ 800 (US \$103.36) for the WFE agreement; and
- c. GTQ 2,200 (US \$284.24) for Student and Exchange Visitor Program (SEVIS) fees.

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<sup>26</sup> *Guatemala Quetzal to US Dollar Spot Exchange Rates for 2022*, Exchange Rates UK, <https://www.exchangerates.org.uk/GTQ-USD-spot-exchange-rates-history-2022.html> (last visited Nov. 13, 2024). The exchange rate on July 14, 2022, was 1 GTQ to U.S. \$0.1292.

107. In her July 14, 2022, email, Defendant Cifuentes also told Plaintiffs they would need to wire her the money for the costs before they met to sign the WFE agreement.

108. That same day, Defendant Cifuentes called each Guatemalan applicant, including Plaintiffs, to reiterate the information and stress that they needed to wire her the money ahead of the meeting.

109. Later that day, Defendant Cifuentes sent follow-up messages via WhatsApp to the group, including Plaintiffs, noting that, in addition to the program fees, each applicant would need to bring an extra GTQ 1,625 (US \$209.95) to pay an Embassy appointment fee (GTQ 1,256) (US \$162.27) and a processing fee (GTQ 350) (US \$45.22), bringing Plaintiffs' total program costs at that point to around US \$2,535.

110. On or before July 18, 2022, Plaintiffs each wired Defendant Cifuentes GTQ 18,000 (U.S. \$2,325.60)<sup>27</sup> for the visa-related fees.

111. The following day, July 19, 2022, Plaintiffs and the other Guatemalan LEI applicants met with Defendant Cifuentes and paid the remaining costs.

112. After collecting the payments, Defendant Cifuentes provided Plaintiffs and the other Guatemalan LEI applicants a pre-printed five-page document in Spanish ("WFE Document") that purported to lay out an agreement between each Plaintiff and WFE. Defendant Cifuentes told the LEI applicants she would summarize the contents so they would not have to read the whole document. Defendant Cifuentes's oral summary included:

- a. that Defendant Cifuentes was the official agent for WFE in Guatemala and that her authority would end as soon as the Guatemalans entered the U.S., at which point their WFE contact would be Defendant Medulan;

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<sup>27</sup> The exchange rate on July 18, 2022, was also 1 GTQ to U.S. \$0.1292.

- b. that each trainee agreed Defendant Cifuentes could not be held liable for any violation of law that might occur in relation to the program or immigration law;
- c. that, if a trainee ended their training early, for any reason, their visa would be cancelled immediately and they would have eight days to return to Guatemala at the risk of being permanently barred from returning to the U.S. on any visa, and/or being detained and deported by ICE; and
- d. that Plaintiffs must agree not to attempt to seek asylum or any other status while in the United States.

113. Defendant Cifuentes did not mention that the document also stated that \$345 in taxes would be deducted from the trainees' pay every month. Nor did Defendant Cifuentes mention that the WFE Document referred to a separate document supposedly pertaining to housing costs. Defendant Cifuentes did not provide Plaintiffs with any separate document.

114. As instructed, Plaintiffs signed the document based on Defendant Cifuentes's oral summary and without reading it independently.

115. Defendant Cifuentes also instructed Plaintiffs and the other applicants that they should take English classes to prepare them for their interviews with the U.S. Embassy. She gave them the contact information for a friend of hers who would conduct one-on-one classes for a fee.

116. Each Plaintiff signed up for the classes with Defendant Cifuentes's referral.

117. Plaintiff Najera Barillas took about eight English classes, Plaintiff Alvarado Contreras took about six classes, and Plaintiff Escobar Gonzalez took around two classes. Each paid around \$10 for each hour.

118. On July 21, 2022, Defendant Cifuentes sent WhatsApp messages to the Guatemalan trainees, including Plaintiffs, informing them of the dates of their consular interviews the following

week. She scheduled a meeting with the group on July 27, 2022, the day before the interviews began, to provide them with their application files and go over questions the Consulate might ask.

119. Defendant Cifuentes told Plaintiffs that under no circumstances should they tell the Consulate that they were going to the United States to work as regular employees—a statement that Plaintiffs believed was accurate.

120. Plaintiff Escobar Gonzalez attended a consular interview on July 28, 2022, and his visa was approved.

121. Plaintiffs Alvarado Contreras and Najera Barillas attended their consular interviews on August 1, 2022, and their visas were approved.

122. Defendant Cifuentes then put the group in contact with WFE's travel agent to find flights to Nebraska. Each flight offered was more than \$700. Defendant Cifuentes and the travel agent told Plaintiffs they had to pay for the flights in cash or they would incur an 8% credit card service fee. WFE's travel agent told the trainees that she would not reserve tickets unless they paid immediately. Many of the Guatemalan trainees, including Plaintiffs, were unable to get the cash in time to reserve a flight. Defendant Cifuentes then told the group that they could find their own flights with the following conditions: (1) all seven trainees had to fly together on the same flight; (2) they had to arrive in Lincoln, Nebraska, before 4 p.m. or get a hotel for the night because LEI would not pick them up from the airport after 4 p.m.; and (3) they could not arrive on a weekend. The rules conveyed to the trainees were for the convenience of LEI.

123. Plaintiffs were able to use their credit cards to purchase flights leaving Guatemala on August 24, 2022, and arriving in Lincoln, Nebraska, the following day.

124. The flights cost around U.S. \$660 each.

125. On August 16, 2022, Defendant Cifuentes sent a WhatsApp message to the Guatemalan group, including Plaintiffs, to schedule a meeting on August 23, 2022, the night before departure. She told the group they would discuss the following topics: (1) health insurance; (2) the J-1 visa stipend, including federal state and tax deductions; (3) opening a bank account in the United States; and (4) their assigned schedules.

126. Plaintiffs and the other Guatemalan interns met with Defendant Cifuentes on August 23, 2022, the day before their departure.

127. At this meeting, Defendant Cifuentes told Plaintiffs and the other interns that, unless an injury was severe, they should not seek medical treatment, because it would be too costly for both Plaintiffs and LEI. She did not provide them with information about LEI's workers' compensation carrier.

128. Defendant Cifuentes also provided the group, including Plaintiffs, with a document typed on LEI's letterhead entitled "Living Expense Deduction Form" ("LEI Expense Form").

129. The LEI Expense Form stated that Plaintiffs' rate of compensation would be \$11.50 per hour and that the "training" schedule would be a minimum of 45 hours per week. Contrary to WFE's assurances to Plaintiffs Alvarado Contreras and Escobar Gonzalez throughout the recruitment process that they would not pay for housing or transportation, the LEI Expense Form also indicated that LEI would deduct \$285 from each trainee's paycheck for housing and internet, for transportation to the hog operations from the housing, and for "weekly shopping/excursions." Of that, \$279 would go toward housing and \$6 would go toward transportation. This amount also exceeded the amount Defendant Cifuentes had earlier told Plaintiff Najera Barillas he would have to pay. The LEI Expense Form also noted that taxes would be deducted from Plaintiffs' wages.

130. The LEI Expense Form further indicated that “LEI Enterprises pays a fee of \$500 per month directly to WFE to host each J1 participant.” Finally, the LEI Expense Form, which contained a signature line only for the trainee, stated, “This letter is not a contract, and since you are not eligible for permanent employment status in the United States, this is not an offer of permanent employment. This outline is provided to clarify financial details not outlined in your [LEI Training Plan].”

131. When Plaintiffs and other J-1 visa applicants balked at signing a document requiring them to pay for living and transportation expenses after being promised both for free (in Plaintiffs Alvarado Contreras and Escobar Gonzalez’s case) or given a different price (in Plaintiff Najera Barillas’s case), Defendant Cifuentes told them they could not go to LEI if they did not sign. Plaintiffs, who had gone into debt to apply for the position with LEI, felt they had no choice but to sign.

132. In total, Plaintiffs estimate they each spent more than \$3,260 before setting foot in the U.S.

133. No portion of the expenses Plaintiffs incurred was ever reimbursed to Plaintiffs.

#### **Plaintiffs’ Arrival at LEI**

134. Plaintiffs arrived at LEI on August 25, 2022.

135. Upon arrival, Plaintiffs immediately noticed the housing was not as WFE had promised. The dorm-like housing was a former Walmart, converted into bedrooms and common areas for 45-60 residents, including other J-1 visa holders from various countries and Mexican workers on TN visas (an employment visa category limited to professionals from Mexico and Canada).

136. Plaintiffs were placed in windowless bedrooms with four people to a room—not two, as promised. The rooms contained only a small closet or nightstand for storing each occupant’s belongings. Plaintiffs were roomed with strangers.

137. Bathrooms were not shared by two roommates, as WFE had promised. Instead, there were roughly seven full bathrooms with toilets, sinks and showers, and two half bathrooms with just toilets and sinks for around 40 men—nearly three times the number of people per full bathroom that WFE had promised. The bathrooms, like the bedrooms, lacked windows.

138. There was one kitchen in the entire residence. The kitchen frequently had only one working stove for 45 to 60 people, the vast majority of whom worked the same schedules and therefore needed to cook at the same time.

139. The kitchen also lacked supplies. Plaintiffs and their co-trainees had to purchase pots, pans, silverware, plates, and bowls using the money they had when they arrived. Because the kitchen was communal, supplies were frequently stolen, requiring Plaintiffs to purchase new supplies.

140. The only cleaning appliance was a single vacuum. Plaintiffs and their co-trainees had to purchase all other cleaning supplies, like hand and dish soap, detergent, and carpet cleaner because the carpet often smelled bad.

141. Common areas, including bathrooms, hallways, the laundry room, parking lots, main doors and the kitchen, were monitored 24/7 via video cameras throughout the housing.

142. There were only three washers and three dryers for the entire crew of 45-60 residents, most of whom worked the same schedule. Plaintiffs would scramble to wash their clothes and make dinner with dozens of other workers at the same time, sometimes unable to do

either. The shortage of laundry facilities meant that sometimes they would borrow each other's clothes.

143. In addition to having virtually no natural light in their living facilities, as illustrated below, Plaintiffs' only access to fresh air (besides the parking lot) was a small outdoor break area adjoined to the building and enclosed by a chain-link fence:



144. Within the first day of their arrival, Plaintiffs sent a WhatsApp message to Defendant Cifuentes about the housing being different than promised, telling her that LEI was putting them in rooms with four people instead of two. Defendant Cifuentes expressed surprise.

145. Shortly after their arrival, Plaintiffs and other trainees attended an introductory meeting with LEI's Visa Program Administrator/ HR Assistant Administrator, Angela Troxel. At this meeting, Troxel informed them of their placements at one of LEI's hog operations. She also told them they would be receiving their stipends on a monthly basis. Plaintiffs told both Defendant Cifuentes and Troxel that they had been promised weekly payments. In his conversation with Troxel, Plaintiff Najera Barillas added that it would be very difficult financially for him to go a

full month without pay because he had taken out loans and incurred significant expenses in getting to LEI. Troxel responded that LEI only used monthly payment schedules and there was nothing she could do.

146. Throughout their time at LEI, Plaintiffs received monthly paychecks beginning on September 6, 2022. The paychecks indicated that Plaintiffs were being paid \$11.50 per hour, and that LEI was deducting \$285 for housing and transportation, as well as almost \$300 in taxes, from their pay every month.

147. The housing and tax deductions meant that Plaintiffs were being paid close to only \$9 an hour, far less than the \$14 an hour WFE promised to Plaintiff Najera Barillas. It also meant Plaintiffs would have to work between 70-90 hours a week to earn the \$2,500 or more a month WFE had promised Plaintiffs Alvarado Contreras and Escobar Gonzalez during recruitment, almost double the amount of hours WFE had indicated they would be required to work.

148. The low pay and monthly payment schedule also meant Plaintiffs were unable to pay back their loans and debts, instead accruing interest and further credit card debt in order to subsist each month.

149. For example, Plaintiff Escobar Gonzalez was sending money back to his mother, paying back his loan at a 15% monthly interest rate, and paying off his credit card each month, on top of paying for food and other supplies.

150. Plaintiff Alvarado Contreras was sending about \$500 a month to his parents to pay them back for the money he borrowed as well as paying off his credit card, as well as paying for food and other supplies.

151. Plaintiff Najera Barillas was trying to pay back the entire loan of \$4,800 (\$5,300 with interest) on top of his living expenses. When he realized how little they were getting paid and

how many hours were required to make even \$2,000 a month, he despaired that he would return to Guatemala with almost nothing after paying off his loans.

152. Plaintiffs also discovered that the Mexican TN workers were making more per hour than they were for the same work and were paying only \$100 for the housing each month—\$185 less than Plaintiffs.

### **LEI Orientation and Manual**

153. After several days of waiting in the housing to begin their training, Troxel gave the newly arrived J-1 visa holders, including Plaintiffs, an orientation that consisted primarily of instructions about biosecurity and biohazards. The orientation did not include any instruction on the work the trainees would soon be doing.

154. At the orientation, Troxel provided Plaintiffs and other trainees with an LEI manual titled “J-1 Team Member Manual” (“LEI Manual”).

155. The LEI Manual made no mention of the LEI Training Plan or any of the guarantees or promises made in it. Rather, the LEI Manual specified in bold that it was “not a contract, express or implied, guaranteeing employment for any specific duration” and reiterated that all employment at LEI, including for those on the J-1 visas, was “at-will” and that LEI could “terminate [the] relationship at any time, with or without cause or advance notice.”

156. The LEI Manual laid out employment policies, including the following:

- a. A discrimination and harassment policy that encouraged J-1 visa trainees to report any incidents of “discrimination and harassment, sexual or otherwise” to a manager and guaranteed that “appropriate disciplinary action [would] be taken against the offending team member” if LEI determined that the individual was responsible for harassment.

- b. Workers' compensation: The LEI Manual referred to workers' compensation, noting that all J-1 trainees would be covered and instructing trainees to immediately report illnesses or injuries to their Site Manager in order to receive benefits.
- c. Work hours and scheduling: The LEI Manual further outlined LEI's process for determining a trainees' work schedule, stressing that "regular work hours will be determined by LEI management . . . [and] may vary based on needs and schedules of the specific site location and daily and weekly work schedules for all team members may be changed or extended from time to time at LEI's discretion to accommodate business needs."
- d. Meal and rest breaks: The LEI Manual guaranteed 30-minute meal breaks for anyone who worked for a continuous period of eight hours or more, but reserved "the right to schedule all meal breaks at its discretion to ensure operational coverage." It noted that additional 15-minute rest breaks could be given at the discretion of the site managers "to ensure appropriate operational coverage," and were considered a "privilege."

157. The LEI Manual concluded with two paragraphs stressing the importance of each trainee to LEI's bottom line: "Each team member's job, personal development and promotional possibilities depend on the team member's cooperation in enabling LEI to operate effectively, efficiently, and at a profit."

#### **LEI Working Conditions**

158. Plaintiffs Escobar Gonzalez and Alvarado Contreras were both initially placed at LEI's "Country View" facility, while Plaintiff Najera Barillas was assigned to another facility named Stateline.

159. At Country View, LEI Site Manager Deb Ahrens told Plaintiffs Escobar Gonzalez and Alvarado Contreras they could work a 56-hour work week or a 45-hour work week. Ahrens told them most Guatemalans chose the 56-hour work week because they would earn more money that way. Given their debts, Plaintiffs Escobar Gonzalez and Alvarado Contreras agreed to the 56-hour work week.

160. Plaintiffs were put to work within days of arriving. But contrary to their expectations and WFE and LEI's representations, LEI gave Plaintiffs no instruction or training on their new tasks. Instead, LEI supervisors directed Plaintiffs to "follow" their fellow J-1 interns.

161. The lack of training or instruction, coupled with the dangerous nature of the work, resulted in readily foreseeable injuries to Plaintiffs and to the pigs Plaintiffs were attempting to care for.

162. For example, one of the first tasks Plaintiffs were asked to perform was "processing" newborn piglets. This included, among other things, applying a tattoo gun to their ears to give them identifying marks, and cutting off their tails with scissors.<sup>28</sup> No one from LEI instructed Plaintiffs on how to do these tasks, which were new to them and very difficult. When the piglets Plaintiff Escobar Gonzalez was tattooing began to bleed profusely, Plaintiff Escobar Gonzalez did not receive any instruction or guidance from anyone at LEI as to whether he was performing the task correctly. Even after some of the piglets bled out and died, LEI still didn't make any effort to instruct Plaintiffs. The same was true for the tail-cutting: Plaintiff Escobar Gonzalez was directed to follow a fellow J-1 intern who had been at Livingston only two months.

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<sup>28</sup> Piglets given insufficient space and enrichment, like those housed on CAFOs, often engage in the "abnormal behavior[]" of biting the tails of their littermates. This can lead to bleeding and infections. To prevent tail biting, CAFOs often cut off piglets' tails, typically without anesthesia or analgesics. See European Commission, *Commission Staff Working Document on best practices with a view to the prevention of routine tail-docking and the provision of enrichment materials to pigs* at 3-4 (2016), [https://food.ec.europa.eu/document/download/6bb3134c-c50d-4180-bace-ffb3dc4f03e8\\_en?filename=aw\\_practice\\_farm\\_pigs\\_stfwrkdoc\\_en.pdf](https://food.ec.europa.eu/document/download/6bb3134c-c50d-4180-bace-ffb3dc4f03e8_en?filename=aw_practice_farm_pigs_stfwrkdoc_en.pdf).

163. Mr. Alvarado Contreras also assisted with sows' birthing, which involved administering a hormone, oxytocin, to the sows to induce labor, as well as extracting the piglets from the sows. Despite the technical nature of this work, LEI gave no instructions to Mr. Alvarado Contreras, with the exception of telling him to follow another intern. Because he was not properly trained, he inadvertently administered two doses of oxytocin instead of one to one of the sows. As a result, the sow suffered a prolapsed uterus and died. Even after this happened, LEI did not provide Mr. Alvarado Contreras any training on the procedure.

164. It also became evident to Plaintiffs that LEI was not following the phased training described in the Plan. In addition to the total lack of training and instruction by LEI (which was supposed to be the central purpose of Plaintiffs' "internships" there), LEI supervisors required Plaintiffs at the outset to conduct dangerous work like power washing, even though, according to the Plan, they were not supposed to begin that task until the second phase of the internship—six months into their time at LEI.

165. Power washing is physically arduous work. It consists of spraying a barn emptied of hogs with a high-pressure hose to clean out the grime, leftover feed, feces, blood, and other waste left behind after weeks of confinement. It is known to be dangerous work. The strong, hot spray from a power washer can cause serious wounds, including burns, lacerations, electric shock, high pressure injection wounds (when water is injected into the soft tissues), and slip, trip and fall accidents. The weight and power of the hose puts immense strain on the worker doing the power washing, which can result in back and neck strain or torn ligaments. Power washing a barn can take between three and twelve hours a day, depending on how many workers are working at the same time.

166. In addition to the physical strain it puts on workers, power washing necessarily causes the debris to be forcibly ejected into the air in a toxic spray of feces and blood particles and highly concentrated chemicals like hydrogen peroxide that can enter a workers' mouth, eyes, ears, nose or skin if the worker is not properly protected. For this reason, LEI's policies purport to require that workers performing power washing and other hazardous tasks wear proper protective equipment, including full eye protection (preferably a face shield), protective clothing, gloves and rubber boots.

167. Yet LEI frequently required Plaintiffs to perform these tasks without proper protective equipment or uniforms.

168. For example, because of biosecurity concerns, LEI requires workers or trainees entering the hog operations to strip down, shower, and put on a work uniform, including work-provided underwear. In Plaintiff Najera Barillas's case, LEI did not provide him with a new work uniform, instead making him wear used clothes, including used underwear.

169. At Country View, LEI provided Plaintiffs Alvarado Contreras and Escobar Gonzalez with goggles and N-95 face masks, but required them to use the same face mask for up to three weeks.

170. The power washing caused Plaintiff Escobar Gonzalez to develop hives, presumably associated with the airborne chemicals, fecal matter, swine food, and placental pieces left over from birthing. When he reported it to the Country View Site Manager, Ahrens, she brushed it off as an "allergy" and said it would go away.

171. Plaintiff Alvarado Contreras experienced intense eye irritation, including impaired vision and pain, despite wearing goggles. Chemicals used to disinfect the barn caused him repeated

nosebleeds. When he asked the Site Manager Ahrens for a face shield, she said they were not available at Country View.

172. Suffering from the pain of the pressure washing, Mr. Alvarado Contreras took a sick day. Ahrens retaliated by making him power wash three days in a row. Visa Program Administrator/ HR Assistant Administrator Troxel told Mr. Alvarado Contreras that Ahrens was punishing him for missing a day of work.

173. Plaintiff Najera Barillas was not so lucky. At Stateline, he was assigned power washing on only his second day working at LEI—again, without any training or instruction from LEI supervisors. He was given transparent plastic glasses but no other protective equipment. Without a face mask, the filth and chemicals sprayed up into Plaintiff Najera Barillas's nose, causing him to experience sinusitis-like symptoms, including extreme pressure and pain and the inability to breathe through his nose.

174. Managers at Stateline, where Plaintiff Najera Barillas was placed, made him power wash several times a week for days in a row. He would start the morning administering vaccines or weaning (separating the piglets from their mothers), take a break for breakfast and then start power washing rooms, moving from one room to another, for the rest of the day. Because LEI had a policy of not making female workers power wash, Plaintiff Najera Barillas was often one of three workers who did all the power washing.

175. The physical strain of power washing several days in a row also caused Plaintiff Najera Barillas severe back pain. On one occasion, the pain was so severe that Plaintiff Najera Barillas emailed his supervisor to explain the issue and say he couldn't come to work. But the following day when Plaintiff Najera Barillas arrived at work, a Stateline manager screamed at him and said it was the last time Plaintiff Najera Barillas could miss work without consequences.

176. The supervisor's reaction made Plaintiff Najera Barillas afraid to speak up about other injuries and ailments. For example, in one instance, the combination of an improperly connected hose and high water pressure caused the hose to swing up and hit Mr. Najera Barillas in the head. In addition to the blunt force of the hose hitting him, the scalding hot water from the hose burnt his face. But he kept quiet about the injury and did not seek medical treatment; he was afraid that if he did, he would be blamed, yelled at, or punished.

177. Plaintiffs also suffered injuries related to the animals. One of the jobs assigned to them was removing the sows from their cages after weaning and transporting them to the insemination area. Sows at this stage can weigh between 200 and 340 pounds, and after being confined in narrow, body-gripping cages for weeks on end, become aggressive and unpredictable when removed from their cages. All three Plaintiffs experienced injuries to their legs while trying to move the sows without proper instruction. In one instance, when Plaintiff Escobar Gonzalez tried to move the sows out of their cages, one charged him from behind, injuring his leg. When he raised the injury with an LEI supervisor named Bryce, he was told not to seek medical help because it would run up the costs of insurance. He was instead told to take Tylenol.

178. Plaintiff Najera Barillas's injury happened in a similar way. He was given a hard plastic gate with which to herd the sows after they were released from their cages. But he was not instructed on how to use it, so when he tried to move the animals, a sow hit him and injured his knee. Although the pain persisted for about a week, Plaintiff Najera Barillas did not seek medical treatment or take time off because he was afraid he would be punished.

179. Plaintiffs also quickly learned that Defendants had deceived them about their work schedules. Plaintiffs generally woke around 4 am to take a bus to their respective facilities to begin work around 5:15 am (in Plaintiff Najera Barillas's case) or 5:30 am (Plaintiffs Alvarado Contreras

and Escobar Gonzalez). Plaintiffs usually finished the day at around 2pm or 2:30pm, arriving back at the housing between 3pm and 3:30pm on most days, at which point they tried to eat, do laundry and rest. At Country View, Mr. Alvarado Contreras occasionally worked a few extra hours to make more money.

180. Plaintiffs were not provided with weekends every five days, as WFE had promised, but instead were made to work seven days at a time followed by just one day off or ten days at a time followed by just two days off.

181. On average, LEI scheduled Plaintiffs to have only five days off each month.

182. Plaintiff Najera Barillas worked particularly long hours. In his first (and only) full month at LEI, he had only four days off, and he worked eleven or twelve ten-hour days in a row before getting his first day off. When he asked LEI managers why he had so few days off, they told him it was just the way things worked.

183. Nor did LEI plan or offer any cultural activities. Instead, LEI informed trainees of events like bake sales at the local elementary or high schools—events that were scheduled during the day when the trainees were working. Even if events had been planned or classes offered, LEI did not provide Plaintiffs with any transportation to attend them, as promised. Instead, if Plaintiffs wanted to go anywhere or do anything in their time off, they had to request a company car, a request that was frequently denied. After several months, unable to handle the isolation, Plaintiffs Escobar Gonzalez and Alvarado Contreras and others pooled together some of their earnings to buy a car together.

#### **Plaintiffs' Complaints and Deteriorating Conditions**

184. Plaintiffs Alvarado Contreras and Escobar Gonzalez and others of the Guatemalan group began complaining to Defendant Cifuentes about the housing and pay within the first few

weeks. They told her that neither the living conditions nor pay were consistent with what they had been promised, and that, contrary to what Defendant Cifuentes had told them, LEI was deducting housing expenses and taxes from their paychecks.

185. Defendant Cifuentes relayed the complaints to Defendant Medulan, the U.S. representative of WFE. In an email dated October 13, 2022 to Defendant Cifuentes (that was then relayed to Plaintiffs), Defendant Medulan dismissed Plaintiffs' concerns about the discrepancy in pay, stating, "I think probably the interns are mostly disappointed in the tax deductions, but that isn't something we can fix. Taxes are an annoying and disappointing thing to deal with, but it's part of living in the United States." Defendant Medulan never acknowledged Plaintiff Alvarado Contreras and Escobar Gonzalez's actual complaint about pay: that WFE had promised one thing (at least \$2500 or more per month for a 45-hour week, paid weekly, after deductions for taxes) and LEI had delivered another (less than \$11.50 per hour post-deductions, paid monthly).

186. Defendant Medulan gave even shorter shrift to the fact that WFE, through Defendant Cifuentes, had promised Plaintiffs Alvarado Contreras and Escobar Gonzalez that LEI would fully cover housing, when, in fact, Plaintiffs would have to pay \$285 for housing per month. Her sole comfort was to note that past interns had paid even more for housing and earned less.

187. Defendant Medulan did acknowledge that Visa Program Administrator/ HR Assistant Administrator Angela Troxel believed the housing conditions were not up to par—that there were too few bathrooms, too few stoves (just one), and too many people per room. But by the time Plaintiffs Alvarado Contreras and Escobar Gonzalez left in January 2023, only the issue of the stove had been remedied.

188. As time went on, the housing conditions got even worse.

189. Roughly two months into the training program, a bed bug infestation broke out in the Walmart housing. It lasted for months.

190. LEI hired only one woman to clean the housing two to three times per week, and her priority was emptying the trash in the bathrooms. As a result, trash frequently piled up in the common areas, and the bathrooms accumulated hair and urine. Plaintiffs had to purchase cleaning supplies and attempt to clean their rooms, the showers, the kitchen and common areas themselves.

191. In September or October 2022, Plaintiff Escobar Gonzalez was subjected to unwanted sexual advances by a fellow resident, a supervisor named Daniel, while in the housing. Daniel, who lived in the same housing, tried to get Plaintiff Escobar Gonzalez alone in his room despite Mr. Escobar Gonzalez's pleas to leave him alone. Mr. Escobar Gonzales informed the Visa Program Administrator/ HR Assistant Administrator Angela Troxel, as the LEI Manual instructed.

192. Troxel said she was familiar with Daniel and that he had done this to other trainees before. Although she said she would take care of it, nothing changed. Daniel continued to live in the housing alongside Plaintiff Escobar Gonzalez and continued to harass him, telling others that Plaintiff Escobar Gonzalez was his "boyfriend" and waiting for him outside his room. Not only did LEI fail to take any action against Daniel, or any action to protect Plaintiff Escobar Gonzalez, but a few weeks later, LEI transferred Plaintiff Escobar Gonzalez to a new site where Daniel was a supervisor.

193. Plaintiffs, who believed they were coming to the U.S. for a specialized internship exchange program and had spent substantial sums based on that belief, were dismayed by the misleading and false promises made to recruit them to LEI. They were also discouraged and

exhausted from the long hours, the dirty and dangerous work, and the unaddressed problems with the housing.

194. Plaintiffs felt belittled and abased by their supervisors, causing them to feel depressed and hopeless. Plaintiff Escobar Gonzalez began to retreat to his room, and Plaintiff Alvarado Contreras asked Visa Program Administrator/ HR Assistant Administrator Troxel for psychiatrist recommendations.

195. In one instance, after Plaintiff Najera Barillas completed power washing one of the barns, an LEI manager yelled at him for being too slow and inefficient, saying something like, “Why would we bring you here if you don’t know how to work?”

196. When Plaintiff Alvarado Contreras asked to do work other than power washing, as promised by the LEI Training Plan, an LEI supervisor nicknamed “Skinny” asked him why he couldn’t be more like the other Guatemalans, who, Skinny said, did what they were told and were just grateful for the money.

197. On different occasions, when Plaintiffs Alvarado Contreras and Escobar Gonzalez complained that LEI was not fulfilling its promises under the LEI Training Plan, LEI managers and supervisors, including Skinny and Visa Program Administrator/HR Assistant Administrator Angela Troxel, told them that if they didn’t like it, they could go back to Guatemala.

198. Plaintiff Najera Barillas felt trapped. He felt tricked into going into debt to join the program, which turned out to be low-wage and grueling work, with little time off and no educational aspect. He desperately wanted to leave, but he remembered Defendant Cifuentes’s threats that if he ended the program early or tried to leave, he would be sent home to Guatemala and barred from returning to the U.S. He was also afraid of the LEI managers, who regularly berated him for missing work or taking too long to finish his tasks.

199. By early October, though, Plaintiff Najera Barillas couldn't take any more. He made a plan to leave in the middle of the night after he received his first paycheck. That night, he got a friend to drive him to Omaha. He didn't go back.

200. Plaintiff Najera Barillas's departure shocked WFE and LEI. Immediately, Defendant Cifuentes reached out to the Guatemalan trainees at LEI, including Plaintiffs Escobar Gonzalez and Alvarado Contreras, to express her disapproval. In a voice message, she reiterated her threat that if they tried to leave or end their program early, for any reason, their visas would be cancelled immediately, they would have only eight business days to return to Guatemala, they would be barred from receiving any category of visa in the future, and they would be subject to whatever "measures or penalties" the United States State Department might take. She warned them not to become "fugitives in a foreign country."

201. Defendant Cifuentes also harassed and threatened Plaintiff Najera Barillas, repeatedly trying to contact him. When Plaintiff Najera Barillas did not respond, Defendant Cifuentes contacted his mother and threatened her by saying that if Plaintiff Najera Barillas didn't return that day, he would be deported, banned from returning to the U.S., and have problems at his university.

202. Plaintiffs Escobar Gonzalez and Alvarado Contreras were also feeling overwhelmed and overworked. Towards the end of October 2022, about one month after Plaintiff Najera Barillas's escape, they told their Country View Manager, Deb Ahrens, that they wanted to switch from the 56-hour schedule to the 45-hour schedule. They told her that they felt they were being made to power wash too often, and that the work was not what they had signed up for; they believed they were coming to study and learn. They also told her that switching to the 45-hour

week might allow them to pursue their own studies, since LEI did not offer any, as had been promised.

203. Ahrens refused—the 45-hour schedule was only for Americans, she said. Instead of switching their schedules, Ahrens had Plaintiffs Escobar Gonzalez and Alvarado Contreras transferred to River View, another LEI facility, further away. Because of the risk of cross-contamination from facility to facility, LEI required them to quarantine for two days at the new facility. LEI did not pay them for the two days of mandated quarantine.

204. Plaintiffs Escobar Gonzalez and Alvarado Contreras were distressed by the move to a new facility and believed it was done in retaliation for their request that LEI conform to the training program. They reached out to Defendant Cifuentes, who encouraged them to speak directly with Defendant Medulan, the U.S.-based agent for WFE.

205. On November 2, 2022, Plaintiff Escobar Gonzalez emailed Defendant Medulan, copying Plaintiff Alvarado Contreras, and complained that the J-1 visa trainees were receiving worse treatment than other workers, in terms of wages, work conditions, and the number of work breaks. Plaintiff Escobar Gonzalez also complained about the seemingly retaliatory transfer of himself and Plaintiff Alvarado Contreras to a new facility after they had requested an alternate work schedule.

206. At River View, LEI again assigned Plaintiffs Escobar Gonzalez and Alvarado Contreras primarily to do high pressure power washing under the supervision of Daniel, the same supervisor who had sexually harassed Plaintiff Escobar Gonzalez. Having to answer to Daniel was extremely uncomfortable for Plaintiff Escobar Gonzalez, who was sometimes required to shower—a biosecurity requirement—at the same time as Daniel. Both Plaintiffs Escobar Gonzalez and Alvarado Contreras felt that Daniel was making them power wash as a form of punishment.

They were especially convinced that Daniel was retaliating against them because, under the LEI Training Plan, Plaintiffs were not supposed to power wash at all until six months into the program.

207. After several weeks of enduring power washing duty and working under Daniel's supervision, in early December 2022, Plaintiff Alvarado Contreras sought out Jeff, his manager at River View, for a meeting to discuss his job assignments and issues he was having with Daniel, particularly Daniel's insistence that he spend several days a week power washing. Present at the meeting were Plaintiff Alvarado Contreras, Jeff, a supervisor nicknamed Skinny, Daniel, and (for a short time) Plaintiff Escobar Gonzalez, who was there to interpret for Plaintiff Alvarado Contreras. At some point in the meeting, Jeff told Plaintiff Escobar Gonzalez to leave, and Daniel took over interpreting.

208. Plaintiff Alvarado Contreras asked to do some of the other tasks listed in the training program so that he could learn more about the swine operations. He pointed to the LEI Training Plan and reminded Jeff that he was at LEI on a training visa, and the training schedule did not call for power washing until the second phase of the internship. Skinny responded that Plaintiffs were not there to learn, but to do "whatever we tell you to do." Skinny also said that the J-1 trainees were "there to work, not complain," and that if Plaintiff Alvarado Contreras did not do what his LEI managers told him to do, they would send him back home without pay.

209. On December 7, 2022, Plaintiff Alvarado Contreras emailed Defendant Medulan of WFE, alerting her that he had heard rumors that he and Plaintiff Escobar Gonzalez were about to be moved once again to another facility, and stating that he thought the move was retaliatory for speaking up about the LEI Training Plan. He asked her to call him that evening to help support him in preventing the move. Defendant Medulan did not call Plaintiffs. Instead, she spoke directly with LEI and responded by email to Plaintiff Alvarado Contreras seeking further information. She

indicated that LEI had confirmed that he “had not been officially reprimanded for any serious problems at LEI, but that [he] did refuse to perform specific duties on several occasions.”

210. On December 8, 2022, LEI General Manager Ryan Hynek, Visa Program Administrator/ HR Assistant Administrator Angela Troxel, and Plaintiffs Escobar Gonzalez and Alvarado Contreras met. Plaintiffs expressed their concern that LEI was once again planning to move them to new locations. Plaintiff Alvarado Contreras was particularly concerned that he was being moved because of his dispute with Daniel, namely that Daniel was making them power wash in violation of the LEI Training Plan.

211. In the meeting with Hynek and Troxel, Plaintiffs Escobar Gonzalez and Alvarado Contreras reiterated their frustration that LEI was not following the Training Plan. They restated that they felt LEI required them to do power washing more than other workers, including the Mexican TN-visa workers, and that, according to the LEI Training Plan, they were not even supposed to be power washing until after March 2023, six months into the program.

212. At the mention of six months, Hynek asked to see the LEI Training Plan as if he was unaware of the requirements. Troxel acknowledged that the LEI Training Plan did not call for trainees to power wash until after six months but said that the LEI Training Plan—an official State Department document that LEI CEO Bruce Livingston had signed under penalty of perjury—was just “an outline” and “not realistic.” She explained that LEI had to assign J-1 visa holders to whatever job LEI required at the time, and that, as a result, trainees sometimes had to do the phases “backward” because not every trainee, for instance, could be in farrowing (or a different unit) at the same time.

213. In the same meeting, Hynek acknowledged that Daniel was not experienced in supervision, and that Hynek was aware of the problems with Daniel. Nonetheless, Hynek

confirmed that LEI was planning to separate and move the two Plaintiffs to new sites—Plaintiff Escobar Gonzalez would go back to Country View, and Plaintiff Alvarado Contreras would go to a site called Wilderness View.

214. Plaintiffs Escobar Gonzalez and Alvarado Contreras both said they preferred not to be moved again, and that they would be willing to put up with Daniel and the power washing if it meant they could stay together and avoid further disruption and quarantining without pay. They also inquired why, if Daniel was the problem, the solution was to move them instead of Daniel.

215. In denying Plaintiffs' requests, Hynek explained that his job was to "make six farms work," and as a result, "I juggle or move people around as I see fit to make each farm the highest performance it can be . . . I can't put a whole lot of emphasis on personal preferences. I try to look at the situation as the best fit for LEI."

216. In response to Plaintiff Alvarado Contreras's concerns that his new site would require him to power wash again, Hynek guaranteed that would not be the case. Hynek further suggested that the Wilderness View manager might let Plaintiff Alvarado Contreras make up some days to balance out the quarantine. Hynek told Plaintiff Alvarado Contreras that if there was an opening at Country View and if the LEI Wilderness manager assured Hynek that "[Plaintiff Alvarado Contreras] is doing great, he has done everything I've asked him," Hynek would consider moving Plaintiff Alvarado Contreras at that time.

217. The following day, Plaintiffs Escobar Gonzalez and Alvarado Contreras were moved to their respective sites. Plaintiff Escobar Gonzalez wrote to Defendant Medulan that same morning notifying her that he and Plaintiff Alvarado Contreras had been transferred for a second time and telling her he was concerned it was retaliatory.

218. At Wilderness View, Plaintiff Alvarado Contreras felt isolated and targeted. Despite his previous complaints to Hynek and Troxel that he was not supposed to be power washing until six months into the program, the Wilderness manager scheduled him to power wash several times a week.

219. At their respective sites, Plaintiffs Alvarado Contreras and Escobar Gonzalez continued to try to pursue their studies and take some time off to see family around the Christmas holidays. Plaintiff Alvarado Contreras signed up for an online class to get his Master's.

220. LEI managers treated Plaintiffs' requests to take time off, either to see family or attend classes, as if they were improper and inconvenient to LEI's business needs.

221. For instance, in response to Plaintiff Escobar Gonzalez's request for four days off to see his family around the Christmas holidays, Visa Program Administrator/ HR Assistant Administrator Troxel told him it was impossible given LEI's business needs.

222. At Wilderness View, LEI Scheduling Manager Isaac Miller scheduled Plaintiff Alvarado Contreras to work during his Master's class, despite Plaintiff Alvarado Contreras's prior request not to be scheduled that day. In an email exchange at the end of December 2022, Miller agreed to provide Plaintiff Alvarado Contreras a sixth day off in January 2023, but told him, "It will have to be a day that works for the farm," and reminded him that "the schedule is to be followed by all employees," even though Plaintiffs were not regular employees.

223. About a week after Plaintiff Alvarado Contreras's emails with Miller about scheduling, on December 30, 2022, Plaintiff Alvarado Contreras was given a written warning based on LEI's determination that he had violated LEI safety rules by wearing a T-shirt that had come from inside the hog operation. Although Plaintiff Alvarado Contreras denied having taken

the T-shirt and claimed he did not know where it had come from, LEI suspended Plaintiff Alvarado Contreras, noting he could return to work on January 6, 2023.

224. Instead, on January 3, 2023, after meeting with LEI owner Bruce Livingston, LEI supervisor Matt Schwisow terminated Plaintiff Alvarado Contreras, as well as Plaintiff Escobar Gonzalez and a third Guatemalan J-1 visa holder, telling them that LEI had determined they had all worn a T-shirt that came from inside the hog operations, in violation of LEI's biosecurity policies. Although all three workers said they had no idea how the T-shirts got to the housing, or indeed, if they had even worn the T-shirts, LEI persisted with its termination of all three.

225. In fact, in its investigation of the T-shirt, LEI determined that a fourth person, a Ukrainian J-1 visa holder named Yana, had taken the T-shirt from the farm to the housing. Yana confessed to having taken it. Despite her confession, LEI maintained its termination of Plaintiffs.

226. LEI also told Plaintiffs they had 24-48 hours to vacate the housing. In contrast, the punishment for Yana was minimal. Yana's program with LEI was ending on January 3, 2023, so they could not fire her. Instead, they told her they would deduct \$100 from her discretionary \$1,000 bonus, and gave her until January 9, 2023, to vacate the housing.

227. Plaintiffs informed LEI manager Schwisow that they did not have enough money to buy flights back to Guatemala and asked to remain in the housing until January 7, 2023, to give them time to receive their final paychecks. LEI agreed.

228. Desperate and in fear of being stranded, Plaintiffs called the emergency number they were given for the U.S. State Department but received no answer. They then called Defendants Cifuentes and Medulan at WFE to explain the situation and see if it could be fixed, or if WFE could transfer them to a new host.

229. In an email dated January 3, 2023, Plaintiff Escobar Gonzalez pleaded with Defendant Medulan to call him back so he could discuss the termination.

230. Defendant Medulan did not call Plaintiffs Escobar Gonzalez and Alvarado Contreras. Instead, two days later, on January 5, 2023, she responded by email saying she had spoken to LEI and determined that Plaintiffs had violated LEI policy and would be terminated from the program immediately. She told Plaintiff Escobar Gonzalez that both of them would need to leave the U.S. as soon as possible. In response, Plaintiff Escobar Gonzalez again attempted to defend himself, and told Defendant Medulan that Visa Program Administrator/ HR Assistant Administrator Manager Troxel had confided in him that Bruce Livingston was sick of Plaintiffs' complaining.

231. On January 6, 2023, Defendant Medulan repeated that WFE agreed with LEI's decision to terminate Plaintiffs' program. Plaintiff Alvarado Contreras responded by saying that he believed the termination was pretextual and was made in retaliation for Plaintiffs' complaints about the program. He asked her to find them a new host that would honor the training program.

232. Instead, Defendant Medulan told Plaintiff Escobar Gonzalez that if he and Plaintiff Alvarado Contreras could "accept the decision and return home promptly and peacefully, WFE will resolve to shorten your programs instead of terminating the visa." Shortening the program, she said, would not cause any "negative actions from the State Department and there [would] be no other penalties." She added that "[t]his is a compromise I am willing to offer you guys if you can admit to your mistakes and leave the Program without any more difficulties."

233. When Plaintiffs Escobar Gonzalez and Alvarado Contreras continued to say they had not committed the biosecurity violation they had been accused of, and began to enumerate all the ways in which LEI had violated the J-1 visa program and breached its contract, Defendant

Medulan repeated her ultimatum that they return to Guatemala immediately. If they did not, she said, she would send their personal data to DHS, which would “cause problems for you in the future, and prevent you from getting a visa.” She added that if they did not show proof of their plans to immediately leave the country, she would terminate their visas and their “status in the U.S. will become illegal.”

### CONSPIRACY ALLEGATIONS

234. Plaintiffs plead the existence of a conspiracy to violate the RICO pursuant to 18 U.S.C. § 1962(d) and a conspiracy to commit forced labor and trafficking for forced labor pursuant to 18 U.S.C. § 1594(b).

235. The LEI Defendants and the WFE Defendants conspired with each other to fraudulently secure Plaintiffs’ manual labor through the J-1 visa program by committing mail fraud in violation of 18 U.S.C. § 1341; wire fraud in violation of 18 U.S.C. § 1343; fraud in foreign labor contracting in violation of 18 U.S.C. § 1351; and visa fraud in violation of 18 U.S.C. § 1546.

236. The WFE Defendants knew of the LEI Defendants’ goal to fraudulently secure Plaintiffs’ manual labor and to subject Plaintiffs to forced labor and trafficking for forced labor.

237. The WFE Defendants voluntarily participated in helping to accomplish that goal.

238. In furtherance of the conspiracy to fraudulently secure Plaintiffs’ manual labor and to subject the Plaintiffs to forced labor and trafficking for forced labor, the WFE Defendants, *inter alia*:

- a. **Misrepresentation of the Program:** The WFE Defendants actively misrepresented the nature of the J-1 visa program to the plaintiffs. They promised a year-long internship in agricultural operations where the plaintiffs would receive expert training and participate in cultural activities. However, the WFE Defendants knew

Plaintiffs would be subjected to unskilled and dangerous labor without any of the promised cultural exchange or educational components;

- b. **False Financial Promises:** The WFE Defendants assured Plaintiffs they would receive a stipend of \$2500 or more per month working a Monday to Friday 45-hour schedule, and that they would be paid weekly. However, the WFE Defendants knew Plaintiffs would be paid \$11.50 per hour, once a month, and that after deductions, they would receive far less than promised.
- c. **Excessive Recruitment Fees:** The WFE Defendants charged Plaintiffs significantly higher upfront fees than advertised on WFE's website, amounting to over \$3,200 each. This included fees for immigration documents and travel expenses, leaving Plaintiffs in debt before they even arrived in the U.S.
- d. **Substandard Housing:** The WFE Defendants promised Plaintiffs their housing would meet certain standards, including two people per room, private bathrooms, and no cost (or low costs) for housing and transportation. However, the WFE Defendants knew that the housing LEI provided was a converted former Walmart with windowless rooms and overcrowded conditions and that Plaintiffs would be charged for living expenses despite earlier assurances to the contrary. Further, Defendant Cifuentes either knowingly or recklessly told Plaintiffs that the rooms would contain only two people, even though she either knew or lacked knowledge of the accuracy of that statement.
- e. **Retaliation and Threats:** When Plaintiff Najera Barillas left due to the harsh conditions, WFE responded by threatening the remaining Plaintiffs, warning them

falsely that they would become “fugitives” if they tried to leave the program. WFE also harassed Najera Barillas and his family in Guatemala after he escaped.

- f. **Awareness of Program Requirements:** As a certified sponsor of the J-1 visa program, WFE was fully aware of the legal requirements, including that the program was not allowed to be used as a substitute for ordinary employment. Nevertheless, WFE facilitated Plaintiffs’ placement in unskilled labor jobs at LEI, violating the program’s requirements.
- g. **Failure to Provide Cultural Activities:** Despite the promise of cultural exchange, the WFE Defendants knew no such activities would be organized. Rather Plaintiffs were left isolated and overworked. This was in direct violation of the J-1 visa program’s requirements.

#### **FLSA COLLECTIVE ACTION ALLEGATIONS**

239. The Plaintiffs bring their FLSA claims on behalf of themselves and all J-1 visa holders employed by one or more Defendant in Nebraska or Kansas at any time in the three years preceding the filing of this lawsuit and who may opt into this action pursuant to 29 U.S.C. § 216(b).

240. Common proof applicable to the Plaintiffs and the other similarly situated workers will show that the Defendants failed to properly pay the required minimum wages.

241. The Plaintiffs are currently unaware of the identities of all the employees who would be members of the FLSA opt-in class, but this information is readily ascertainable from the Defendants’ records. The Defendants therefore should be required to provide the Plaintiffs with a list—including last known addresses, telephone numbers, and email addresses—of all individuals whom the Defendants employed within the applicable statute of limitations.

**CLAIMS FOR RELIEF**

**FIRST CLAIM FOR RELIEF**

**Trafficking Victims Protection Reauthorization Act  
Forced Labor (18 U.S.C. § 1589); trafficking with respect to peonage, slavery, involuntary servitude, or forced labor (18 U.S.C. § 1590); benefitting financially from forced labor and trafficking in persons (18 U.S.C. § 1595(a)); attempted forced labor and conspiracy to commit forced labor (18 U.S.C. § 1594).**

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

243. This count sets forth a claim for declaratory relief and damages for Defendants' violations of the TVPRA.

244. Plaintiffs bring this claim against all Defendants.

245. Plaintiffs are authorized to bring these civil claims against Defendants pursuant to the civil remedies provision of the TVPRA, 18 U.S.C. § 1595.

246. The LEI Defendants attempted to and did subject Plaintiffs to forced labor in violation of 18 U.S.C. § 1589.

247. The LEI Defendants knowingly and purposefully obtained Plaintiffs' labor by unlawfully using the J-1 visa program to recruit and employ Plaintiffs as general laborers, a purpose for which the J-1 program was not intended, and then retaliated against Plaintiffs for attempts to exercise their legal rights in a manner that constitutes an abuse of the legal process under 18 U.S.C. § 1589(a)(3).

248. The WFE Defendants recruited and provided Plaintiffs to the LEI Defendants knowing that LEI would not treat them as trainees but as general laborers in violation of the J-1 visa regulations, in a manner that constitutes an abuse of the legal process under 18 U.S.C. § 1589(a)(3).

249. Defendants threatened Plaintiffs with immigration-related consequences, including deportation and getting barred from future visa opportunities, to provide (WFE Defendants) and obtain (LEI Defendants) continuing labor, in a manner that constitutes an abuse of the legal process under 18 U.S.C. § 1589(a)(3).

250. The LEI Defendants threatened Plaintiffs with illegal eviction from the company-provided housing if Plaintiffs did not comply with the LEI Defendants' work-related demands, in a manner that constitutes an abuse of the legal process under 18 U.S.C. § 1589(a)(3).

251. All Defendants provided and obtained Plaintiffs' labor and services by means of a scheme, plan or pattern intended to cause Plaintiffs to believe that, if Plaintiffs did not perform such labor and services, Plaintiffs would suffer serious harm, in a manner that violates 18 U.S.C. § 1589(a)(4) by the following acts:

- a. The LEI and WFE Defendants knew that under the J-1 visa program, the thousands of dollars in immigration and travel-related program costs would be borne by Plaintiffs;
- b. The LEI and WFE Defendants had used the J-1 visa program for several years prior to recruit undergraduates or recent graduates from Guatemala and knew that the immigration and travel-related costs would be a significant expenditure for Plaintiffs;
- c. Plaintiff Escobar Gonzalez informed WFE via Defendant Cifuentes that the immigration and travel-related costs required him to sell his car and use up his savings;
- d. Knowing LEI's practice of paying wages on a monthly basis, charging for housing and commute expenses, and deducting taxes, WFE, through its agent Defendant

Cifuentes, nonetheless promised payment on a weekly basis, free (or cheap) housing and transportation, and wages of around \$2,500 or more for a 45-hour work week, after taxes.

- e. The LEI Defendants, WFE, and Defendant Cifuentes waited to inform Plaintiffs of the true hourly wage, housing and commute expenses, and tax deductions until after Plaintiffs had invested over \$3,200 each in program and travel costs, ensuring they would not be financially able to back out of the program;
- f. The WFE and LEI Defendants knew when Plaintiffs arrived that they would be and were in debt, isolated in Nebraska without a means of transportation, and unable to leave the job without risking serious financial harm and loss of reputation due to failure to complete the program;
- g. The LEI Defendants made Plaintiffs perform dangerous, physically strenuous work without proper training or protective equipment, leading to foreseeable injuries; and when they were informed of work-related injuries and illnesses by Plaintiffs, LEI Defendants discouraged Plaintiffs from using workers' compensation or seeking medical care;
- h. The LEI Defendants charged Plaintiffs for housing in windowless rooms in a former Walmart that was monitored 24 hours a day, lacked sufficient bathroom facilities, and was left filthy and infested (including with bed bugs), knowing Plaintiffs would not be able to leave or find other housing;
- i. When Plaintiffs requested that the LEI Defendants comply with the J-1 visa program requirements and promises, the LEI Defendants told Plaintiffs to do the work that was being demanded of them and threatened to send them home without

pay or have them moved to a new location where they would be quarantined without pay for several days if they did not;

- j. When Plaintiffs complained to WFE Defendants that LEI was using them as general laborers in violation of the program, WFE Defendants, who rely on LEI Defendants for income, declined to take action on behalf of Plaintiffs or transfer them to a new host, and allowed the LEI Defendants to continue misusing the program to obtain Plaintiffs' labor.

252. Defendants' actions, taken together and seen in the totality of circumstances, evince a scheme, plan and pattern intended to cause Plaintiffs to perform labor and continue performing labor for fear of being ejected from the program and losing their investment and reputations.

253. These same acts, described in Paragraphs 89-233, constituted a conspiracy between all Defendants to violate 18 U.S.C. § 1589 in violation of 18 U.S.C. § 1594(b).

254. Defendants knowingly benefited financially and/or benefited received something of value from participation in a venture they knew or should have known was engaged in forced labor, trafficking for forced labor, attempted forced labor, and conspiracy to commit forced labor, as set forth in 18 U.S.C. § 1595(a) by, *inter alia*:

- a. Paying Plaintiffs much lower wages than warranted, given that they paid other non-J-1 trainees higher wages for the same work;
- b. Charging Plaintiffs higher expenses for housing than was warranted;
- c. In the case of WFE, collecting recruitment fees from Plaintiffs, knowing they would be coerced into labor;
- d. In the case of WFE, collecting monthly payments from the LEI Defendants for Plaintiffs and other J-1 visa trainees;

- e. In the case of WFE, engaging in a continued relationship with the LEI Defendants that would allow WFE to continue collecting recruitment fees and monthly payments from LEI.

255. The LEI and WFE Defendants knowingly recruited, transported, harbored, provided and/or obtained the Plaintiffs so as to obtain their labor and services in violation of laws prohibiting forced labor under 18 U.S.C. §§ 1589 and 1594(a) within the meaning of 18 U.S.C. § 1590.

256. In the alternative to the alleged violations of 18 U.S.C §§ 1589, 1590, and 1594(b), Defendants attempted to subject the Plaintiffs to these violations of the TVPRA. Defendants (a) acted with the kind of culpability otherwise required for the commission of forced labor and trafficking for forced labor, and (b) engaged in conduct that constituted substantial steps toward the commission of forced labor and trafficking for forced labor.

257. As a proximate result of the conduct of Defendants, Plaintiffs have suffered financial and emotional injuries, and other damages.

258. Under the TVPRA, 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 for the work done while at LEI;
- b. damages for emotional pain and suffering, including but not limited to fright, nervousness, grief, anxiety, depression, worry, humiliation, indignity, embarrassment, panic, apprehension, or ordeal experienced during the recruitment process up to the point at which each Plaintiffs' employment at LEI was terminated;
- c. compensation for all moneys paid during the recruitment process and in order to come to the United States to work for LEI, including, but not limited to: recruitment

fees; travel expenses; legal fees; 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 LEI was terminated;

- d. compensation of deductions taken from Plaintiffs' paychecks by Defendant LEI for room and transportation;
- e. punitive damages; and
- f. attorney's and experts' fees and costs as authorized by 18 U.S.C. § 1595.

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

### **SECOND CLAIM FOR RELIEF**

#### **Racketeer Influenced and Corrupt Organizations Act 18 U.S.C. § 1962(c) and 18 U.S.C. § 1962(d)**

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

261. Each Plaintiff is a "person" with standing to sue within the meaning of 18 U.S.C. § 1964(c).

262. Each Defendant is a "RICO person" within the meaning of 18 U.S.C. §1961(3).

#### **The RICO Enterprises**

263. All Defendants are associated with RICO Enterprises I, II, and III, as defined and set forth in Paragraphs 40-53, *supra*.

264. The RICO Enterprises are engaged in interstate commerce in that their activities and transactions relating to the international and interstate movement of workers through the procuring of J-1 exchange visitor visas affect interstate commerce and require travel and communication across state and international lines.

265. The members of the RICO Enterprises function as a continuing unit.

266. Defendants conducted or participated in, and/or conspired to conduct or participate in the affairs of the RICO Enterprises 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 purpose.

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

- a. Forced labor in violation of 18 U.S.C. § 1589;
- b. Trafficking persons with respect to forced labor in violation of 18 U.S.C. §1590;
- c. Mail fraud to further their unlawful scheme in violation of 18 U.S.C. §1341;
- d. Wire fraud to further their unlawful scheme in violation of 18 U.S.C. §1343;
- e. Fraud in foreign labor contracting in violation of 18 U.S.C. § 1351; and/or
- f. Visa fraud in violation of 18 U.S.C. § 1546.

**Predicate Acts**

**Forced Labor: 18 U.S.C. § 1589**

268. All Defendants conducted or participated in the affairs of the RICO Enterprises through a pattern of willfully, knowingly, and intentionally committing and/or conspiring 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, Paragraphs 242-259, *supra*.

**Trafficking for the Purposes of Forced Labor: 18 U.S.C. § 1590**

269. All Defendants conducted or participated in the affairs of the RICO Enterprises through a pattern of willfully, knowingly, and intentionally committing and/or conspiring to

commit multiple predicate acts of trafficking with respect to forced labor in violation of 18 U.S.C. § 1590, as set forth in Plaintiffs' First Claim for Relief, Paragraphs 242-259, *supra*.

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

270. As set forth in the preceding paragraphs, Defendants made and/or conspired to make material representations regarding the nature of Plaintiffs' and other J-1 visa holders' internships in a scheme calculated to lure Plaintiffs to LEI under the guise of a cultural exchange program while intending to employ them as general laborers.

271. As set forth in the preceding paragraph, Defendants, through the RICO Enterprises, made and/or conspired to make material representations in applications submitted to the U.S. Government for J-1 visas in order to further the fraudulent scheme.

272. As set forth in the preceding paragraphs, Defendants, through the RICO Enterprises, used or conspired to use mail and wire communications, including communications via telephone, internet, e-mail, WhatsApp, and/or text messages on numerous occasions to further these fraudulent schemes.

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

Fraud in Foreign Labor Contracting: 18 U.S.C. § 1351

274. As set forth in the preceding paragraphs, the Defendants, through the RICO Enterprises, knowingly and with intent to defraud did and/or conspired to recruit, solicit, and hire Plaintiffs from outside the United States, for the purpose of employment in the United States by means of materially false or fraudulent pretenses, representations, or promises regarding the nature of Plaintiffs' and other J-1 visa holders' internships.

275. These willful, knowing, and intentional acts constitute immigration document fraud in violation of 18 U.S.C. § 1351.

Visa Fraud: 18 U.S.C. § 1546

276. As set forth in the preceding paragraphs, the Defendants, through the RICO Enterprises, (a) knowingly subscribed—and/or conspired to do so—to the making of multiple false statements with respect to material facts in the J-1 visa application materials required by immigration laws and regulations, and (b) knowingly presented—and/or conspired to do so—the false and fraudulent materials to Plaintiffs and U.S. visa-issuing authorities.

277. The J-1 visas would not have been issued to Plaintiffs but for the false statements in the J-1 visa supporting documents concerning the work to be performed by Plaintiffs and others at the LEI Defendants' facilities.

278. These willful, knowing, and intentional acts constitute fraud and misuse of visas, permits, and other documents in violation of 18 U.S.C. § 1546.

**Pattern of Related Racketeering Acts**

279. Defendants engaged in the racketeering activity through the RICO Enterprises described in this Claim repeatedly starting in 2018 and continuing through the present.

280. Defendants, through the RICO Enterprises, continue to recruit foreign individuals to the J-1 visa program, knowing and intending to use them as general laborers.

281. Defendants, through the RICO Enterprises, rely on the racketeering acts described in this Complaint to conduct their regular business activities.

282. Defendants' racketeering acts have or had similar purposes: to profit from the fraud Defendants committed in the contracting, hiring and employment of Plaintiffs and other J-1 visa applicants and holders.

283. Defendants' acts yielded similar results and caused similar injuries to Plaintiffs and other J-1 visa applicants and holders, including payment of high program and recruitment fees, assumption of significant debt, and underpayment of wages.

284. As set forth in the preceding paragraphs, the racketeering acts have or had similar participants: Defendants and their agents.

285. As set forth in the preceding paragraphs, Defendants, through the RICO Enterprises, directed their racketeering activities at similar individuals and entities: Plaintiffs and other J-1 visa applicants and holders and the federal government.

286. 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 J-1 visa applicants, and use of similar employment practices and policies with respect to Plaintiffs and other J-1 visa holders.

### **Injury and Remedies**

287. As a direct and proximate cause of Defendants' willful, knowing, and intentional acts discussed in this section, Plaintiffs and other J-1 visa applicants and holders have suffered injuries to their property, including but not limited to: fees paid for 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 LEI was terminated; and other pecuniary losses and/or losses to real or personal property up to the point at which each Plaintiff's employment at LEI was terminated.

288. 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 intern with LEI, including, but not limited to: recruitment fees, travel expenses, legal fees, English classes, 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 LEI was terminated;
- b. Compensation of deductions taken from Plaintiffs' paychecks by Defendant LEI for housing and commuting expenses;
- c. Trebling of the damages set forth in subparagraphs (a) and (b), *supra*; and
- d. Attorney's and experts' fees and costs associated with this action as authorized by 18 U.S.C. § 1964(c).

### **THIRD CLAIM FOR RELIEF**

#### **Fair Labor Standards Act 29 U.S.C. § 206(a), § 216(b) (Minimum Wage Violations)**

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

290. This count sets forth a claim for declaratory relief and damages for LEI's violations of the minimum wage provisions of the FLSA.

291. LEI violated the minimum wage provisions of the FLSA, 29 U.S.C. § 206(a), by failing to pay Plaintiffs at least \$7.25 for every compensable hour of labor performed during every workweek each of them was employed by LEI, including the days Plaintiffs were required to quarantine in company housing before they were transferred to a new worksite.

292. The violations of the minimum wage provisions of the FLSA as set out in Paragraph 291 resulted in part from LEI's failure to reimburse Plaintiffs for pre-employment expenses each Plaintiff incurred primarily for the benefit of LEI in Plaintiffs' first work week, as set forth in Paragraphs 110-112, 117, 124, 132-33, *supra*.

293. The money Plaintiffs paid in program fees and the cost of airfare were expenses incurred primarily for the benefit of LEI because, *inter alia*:

- a. those expenditures were prerequisites for each Plaintiff to obtain a J-1 visa to work at LEI;
- b. LEI hired Plaintiffs and other workers under the J-1 visa program knowing the point of hire was not a commutable distance from LEI, and the workers would incur significant inbound transportation and related costs;
- c. LEI knew at the time it recruited and hired Plaintiffs that Plaintiffs would not be treated as cultural exchange interns or trainees, but rather would be forced to perform manual labor for low wages;
- d. LEI misrepresented the terms and conditions of Plaintiffs' employment to entice Plaintiffs to come to LEI, at which point Plaintiffs were forced to perform manual labor for low wages;
- e. LEI maintained Plaintiffs as a captive workforce, the terms of Plaintiffs' J-1 visas prevented them from easily moving to a different employer, and LEI and WFE prevented them from moving to a different employer; and
- f. LEI hired Plaintiffs and other J-1 visa holders to earn greater profits as compared to hiring United States-based workers because: LEI knew they could pay the Plaintiffs and other J-1 visa holders less; LEI would earn additional profits by

charging them for substandard housing and transportation to and from work each day; LEI could require them to work longer hours; LEI would rely on Plaintiffs' fellow interns to show Plaintiffs how to perform various dangerous and unfamiliar tasks (rather than use its own resources to provide them the instruction and training it promised); and the visas would tie them to LEI even when the workers were faced with abuse, threats, and other severe exploitation.

294. As to Plaintiff Escobar Gonzalez, LEI's unlawful withholding from wages of housing and transportation costs, which exceeded the reasonable cost of furnishing those facilities, brought Plaintiff Escobar Gonzalez's wages below the federal minimum wage in January 2023.

295. As a result of LEI's violations of the FLSA set forth in this count, Plaintiffs are entitled to recover the amount of their unpaid minimum wages and an equal amount as liquidated damages pursuant to 29 U.S.C. § 216(b).

#### **FOURTH CLAIM FOR RELIEF**

##### **Fair Labor Standards Act 29 U.S.C. § 215(a)(3), § 216(b) (Retaliation)**

##### **(Plaintiffs Escobar Gonzalez and Alvarado Contreras against all Defendants)**

296. This count sets forth a claim for declaratory relief and damages for LEI's violations of the anti-retaliatory provision of the FLSA, 29 U.S.C. § 215(a)(3).

297. Plaintiffs Escobar Gonzalez and Alvarado Contreras re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

298. Under 29 U.S.C. § 215(a)(3), it is unlawful for an employer to "discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this chapter."

299. Plaintiffs Escobar Gonzalez and Alvarado Contreras lodged repeated complaints to both LEI and WFE representatives, as described in Paragraphs 184-233, *supra*, including complaints about their schedules; hourly wages; working and housing conditions; and the disparity in pay, housing costs, and treatment between J-1 trainees and other workers.

300. LEI retaliated against Plaintiffs Escobar Gonzalez and Alvarado Contreras in violation of the FLSA by adversely altering the terms and conditions of their employment, including transferring them to new worksites, requiring them to quarantine for days without pay; requiring them to do a disproportionate amount of dangerous and taxing work like power washing; and threatening to send them home without pay or have them transferred if they kept complaining.

301. After months of Plaintiffs Escobar Gonzalez and Alvarado Contreras attempting to assert their rights, LEI suspended and then terminated Plaintiffs for pretextual reasons.

302. When Plaintiffs Escobar Gonzalez and Alvarado Contreras indicated they would seek legal counsel to advise them on how to handle their complaints against LEI, WFE threatened to have their visas cancelled if they did not depart the U.S. “promptly and peacefully.”

303. As a direct and proximate result of LEI’s unlawful retaliatory conduct, including conduct performed by its agent, WFE, Plaintiffs Escobar Gonzalez and Alvarado Contreras suffered monetary and other economic harm for which they are entitled to compensatory damages and liquidated damages.

304. As a direct and proximate result of LEI’s unlawful retaliatory conduct, including conduct performed by its agent, WFE, Plaintiffs Escobar Gonzalez and Alvarado Contreras suffered mental anguish and emotional distress, including but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and

emotional pain and suffering for which they are entitled to an award of monetary damages and other relief, including liquidated damages.

**FIFTH CLAIM FOR RELIEF**

**Migrant and Seasonal Agricultural Worker Protection Act (“AWPA”)  
29 U.S.C. § 1801, *et seq.*  
(Recruitment and Working Arrangement Violations)**

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

306. Throughout Plaintiffs’ time employed by LEI, the LEI Defendants were the agricultural employers of Plaintiffs as defined by 29 U.S.C. § 1802(2).

307. Throughout Plaintiffs’ time employed by LEI, Plaintiffs were “migrant agricultural workers” as defined by 29 U.S.C. § 1802(8).

308. The LEI Training Plan constituted a working arrangement under the AWPA, 29 U.S.C. § 1822(c).

309. In violation of the AWPA, 29 U.S.C. § 1821(a)(3), the LEI Defendants knowingly provided false and misleading information at the time of recruitment with respect to the kinds of activities in which Plaintiffs would be employed by representing that LEI would provide Plaintiffs with training, educational opportunities, and cultural experiences, knowing that it intended to assign them to perform menial work.

310. In violation of the AWPA, 29 U.S.C. § 1821(a)(2), the LEI Defendants knowingly provided false and misleading information at the time of recruitment regarding the wage rates to be paid by not disclosing deductions for housing and transportation and taxes.

311. In violation of the AWPA, 29 U.S.C. § 1821(a)(5), the LEI Defendants knowingly provided false and misleading information at the time of Plaintiffs’ recruitment about

transportation and housing fees by (a) telling Plaintiffs Alvarado Contreras and Escobar Gonzalez that housing and transportation would be provided at no charge; and (b) telling Plaintiff Najera Barillas that housing would be provided for a nominal fee.

312. In violation of the AWPAs, 29 U.S.C. § 1821(a)(8), the LEI Defendants knowingly provided false and misleading information at the time of Plaintiffs' recruitment by warning Plaintiffs not to avail themselves of workers' compensation insurance, and by failing to provide any information about the policyholder and insurance carrier.

313. In violation of 29 U.S.C. § 1822(c), the LEI Defendants violated the terms of the working arrangement (the LEI Training Plan) by failing to adhere to the promises therein, including the phased training plan, the pay rate (without deductions), the cultural activities, and the expert training opportunities.

314. In violation of 29 U.S.C. § 1823, the LEI Defendants failed to ensure that the employer-provided housing in which it housed Plaintiffs complied with applicable federal safety and health standards, including the Occupational Safety and Health Administration Temporary Labor Camp standards (29 C.F.R. § 1910.142 *et seq.*) in the following ways:

- a. The bedrooms had no windows, in violation of 29 C.F.R. § 1910.142(b)(7);
- b. The kitchen contained only one working stove for 45–60 people, in violation of 29 C.F.R. § 1910.142(b)(10);
- c. The bathrooms had no windows, in violation of 29 C.F.R. § 1910.142(d)(2); and
- d. The bathrooms were not kept in sanitary conditions, nor were they cleaned at least every day, in violation of 29 C.F.R. § 1910.142(d)(10).

315. The LEI Defendants' violations of the AWPAs were the natural result of its conscious and deliberate acts. These violations occurred as part of the LEI Defendants' regular

business practices. The LEI Defendants' violations of the AWPAs were intentional within the meaning of the Act, 29 U.S.C. § 1854(c)1.

316. As a result of the LEI Defendants' violations of the AWPAs as set out in this count, Plaintiffs have suffered damages and are entitled to recover their actual damages or up to \$500 per violation in statutory damages. 29 U.S.C. § 1854(c)(1).

**SIXTH CLAIM FOR RELIEF**

**Migrant and Seasonal Agricultural Worker Protection Act, 29 U.S.C. § 1855  
(AWPA Retaliation)  
(Plaintiffs Escobar Gonzalez and Alvarado Contreras against LEI Defendants)**

317. Plaintiffs Escobar Gonzalez and Alvarado Contreras re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

318. This count sets forth a claim by Plaintiffs Escobar Gonzalez and Alvarado Contreras for damages with respect to the LEI Defendants' retaliatory and discriminatory response to their complaints about LEI's failure to adhere to the working arrangement (LEI Training Plan), the housing, and the work conditions.

319. The AWPAs makes it unlawful to "intimidate, threaten, restrain, coerce, blacklist, discharge, or in any manner discriminate against any migrant or seasonal agricultural worker because such worker has, with just cause, filed any complaint . . . or because of the exercise, with just cause, by such worker on behalf of himself or others of any right or protection afforded by this chapter." 29 U.S.C. § 1855(a).

320. Throughout their employment for LEI Defendants, Plaintiffs Escobar Gonzalez and Alvarado Contreras complained repeatedly to LEI managers and the WFE Defendants about the housing conditions, LEI's failure to adhere to the working arrangement (Ex. A, the LEI Training

Plan), and LEI's failure to respect the rights afforded them under 29 U.S.C. §§ 1821–23, as described in Plaintiffs' Fifth Claim for Relief.

321. In making such complaints, Plaintiffs Escobar Gonzalez and Alvarado Contreras had a reasonable, good faith belief that the LEI Defendants violated the terms of the working arrangement, the LEI Training Plan.

322. In response to Plaintiff Escobar Gonzalez and Alvarado Contreras's complaints, LEI Defendants repeatedly moved them to new sites, causing them to lose workdays and pay; required them to perform hazardous and exhausting tasks not required of them in the LEI Training Plan; threatened to send them home without pay; separated them; suspended them; and ultimately terminated them under false pretenses.

323. Plaintiffs Escobar Gonzalez and Alvarado Contreras are entitled to recover statutory or actual damages, whichever is higher, as a remedy for the LEI Defendants' violations. 29 U.S.C. §1854(c)(1).

### **SEVENTH CLAIM FOR RELIEF**

#### **Employment Discrimination in Violation of 42 U.S.C. § 1981 (All Plaintiffs Against LEI Defendants)**

324. Plaintiffs re-allege and incorporate by reference the foregoing allegations as if set forth fully here.

325. The actions of the LEI Defendants, as set forth herein, violated Plaintiffs' and other J-1 visa workers' rights to receive full and equal benefit of all laws as guaranteed by 42 U.S.C. § 1981, including Plaintiffs' and other J-1 visa workers' rights to enjoy and benefit from non-discriminatory employment relationships with the LEI Defendants.

326. As set forth herein, the LEI Defendants imposed discriminatory terms and conditions of employment on Plaintiffs and other J-1 visa workers—specifically, paying Plaintiffs

and other J-1 visa holders less than non J-1 visa holders for the same work, and charging Plaintiffs and other J-1 visa holders more for substandard employer-provided housing than LEI Defendants charged the Mexican TN workers for the same housing.

327. The LEI Defendants knowingly, willfully, maliciously, intentionally, and without justification acted to deprive Plaintiffs and other J-1 visa workers of their rights.

328. 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' and other J-1 visa workers' civil rights;
- b. punitive damages for LEI Defendants' malicious and reckless discriminatory conduct; and
- c. attorney's and experts' fees and costs of this action, as set forth in 42 U.S.C. § 1988(b)–(c).

#### **EIGHTH CLAIM FOR RELIEF**

##### **Employment Discrimination in Violation of Title VII, 42 U.S.C. § 2000e-2(a) (All Plaintiffs Against LEI Defendants)**

329. Plaintiffs re-allege and incorporate by reference the foregoing allegations as if set forth fully here.

330. The LEI Defendants subjected Plaintiffs and other Guatemalan and J-1 visa holders to discrimination based on their Guatemalan origin and their status as J-1 visa holders in violation of 42 U.S.C. § 2000e-2(a).

331. The LEI Defendants imposed discriminatory terms and conditions of employment on Plaintiffs and other J-1 visa workers—specifically, paying Plaintiffs and other J-1 visas less than non J-1 visa holders for the same work, and charging Plaintiffs and other J-1 visa holders

more for substandard employer-provided housing than LEI Defendants charged the Mexican TN workers for the same housing.

332. Plaintiffs complained numerous times to LEI managers and WFE Defendants about the discrimination, such that the LEI Defendants had constructive knowledge of the ongoing discriminatory conditions.

333. The LEI Defendants failed to take prompt and appropriate remedial action to prevent or correct further discrimination, instead opting to move Plaintiffs to new sites when they complained, causing Plaintiffs to lose workdays and pay, as well as causing disruption and disturbance to their lives.

334. The LEI Defendants ultimately fired Plaintiffs Alvarado Contreras and Escobar Gonzalez in retaliation for their complaints.

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

- a. compensatory damages for the discriminatory conduct of LEI Defendants' supervisors against Plaintiffs and other Guatemalan J-1 visa holders based on their race and national origin;
- b. punitive damages for LEI Defendants' malicious and reckless discriminatory conduct; and
- c. attorney's and experts' fees and costs of this action, as set forth in 42 U.S.C. § 2000e-5(k).

**NINTH CLAIM FOR RELIEF**

**Nebraska Wage Payment and Collection Act  
Neb. Rev. Stat. § 48-1230(1)**

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

337. Throughout Plaintiffs' time employed by LEI, the LEI Defendants were the employers of Plaintiffs as defined by Neb. Rev. Stat. § 48-114.

338. Throughout Plaintiffs' time employed by LEI, Plaintiffs were employees of the LEI Defendants as defined by Neb. Rev. Stat. § 48-115(2).

339. In the process of recruiting Plaintiffs, LEI Defendants, by and through their agents, the WFE Defendants, promised Plaintiffs they would be paid on a weekly basis. After Plaintiffs arrived at LEI, LEI informed them they would be paid on a monthly basis instead.

340. The LEI Defendants violated Neb. Rev. Stat. § 48-1230(1) by failing to provide Plaintiffs with thirty days written notice before altering the regular payday.

341. In the process of recruiting Plaintiffs, LEI Defendants, by and through their agents, the WFE Defendants, made promises to Plaintiffs Alvarado Contreras and Escobar Gonzalez that housing and transportation would be provided at no charge by LEI; and told Plaintiff Najera Barillas that housing costs would be minimal. However, the day before Plaintiffs were to depart Guatemala for Nebraska, and only after they had paid thousands of dollars in fees, the LEI Defendants, through their agents, the WFE Defendants, told Plaintiffs to sign a form authorizing deductions for housing and transportation, or, if they refused to sign, forsake their place in the training program.

342. The LEI Defendants thus violated Neb. Rev. Stat. § 48-1230(1) by deducting housing and transportation costs from Plaintiffs' paychecks without Plaintiffs' prior meaningful consent and without being required to do so by court order or law.

343. Pursuant to Neb. Rev. Stat. § 48-1231(1), § 48-1232, Plaintiffs seek all appropriate relief in an amount to be determined at trial, including, but not limited to:

- a. Compensatory damages for LEI Defendants' failure to provide thirty days written notice before altering the regular payday, in violation of Neb. Rev. Stat. § 48-1230(1);
- b. double the amount of wages deducted in violation of § 48-1230(1); and
- c. reasonable attorney's fees.

**TENTH CLAIM FOR RELIEF**

**Nebraska Fair Employment Practice Act  
Neb. Rev. Stat. § 48-1104  
(National Origin Discrimination)**

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

345. The LEI Defendants subjected Plaintiffs and other Guatemalan and J-1 visa holders to discrimination based on their Guatemalan origin and their status as J-1 visa holders in violation of Neb. Rev. Stat. § 48-1104.

346. The LEI Defendants imposed discriminatory terms and conditions of employment on Plaintiffs and other J-1 visa workers—specifically, paying Plaintiffs and other J-1 visas less than non J-1 visa holders for the same work, and charging Plaintiffs and other J-1 visa holders more for substandard employer-provided housing than LEI Defendants charged the Mexican TN workers for the same housing.

347. Plaintiffs Alvarado Contreras and Escobar Gonzalez complained numerous times to LEI and WFE Defendants about the discrimination, such that the LEI Defendants had constructive knowledge of the ongoing discriminatory conditions.

348. The LEI Defendants failed to take prompt and appropriate remedial action to prevent or correct further discrimination, instead opting to move Plaintiffs to new sites when they complained, causing Plaintiffs to lose workdays and pay, as well as causing disruption and disturbance to their work.

349. The LEI Defendants ultimately fired Plaintiffs Alvarado Contreras and Escobar Gonzalez in retaliation for their complaints about the discrimination and work conditions.

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

- a. compensatory damages for the discriminatory conduct of LEI Defendants' supervisors against Plaintiffs and other Guatemalan J-1 visa holders based on their race and national origin;
- b. punitive damages for LEI Defendants' malicious and reckless discriminatory conduct; and
- c. attorney's fees and costs of this action.

**ELEVENTH CLAIM FOR RELIEF**

**Nebraska Fair Employment Practices Act  
Neb. Rev. Stat. § 48-1114(1)(c), (d); Neb. Rev. Stat. § 20-148  
(Retaliation)  
(Plaintiffs Escobar Gonzalez and Alvarado Contreras against LEI Defendants)**

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

352. As described in Paragraphs 184-233, Plaintiffs Alvarado Contreras and Escobar Gonzalez complained repeatedly to LEI managers and the WFE defendants about LEI's work and benefits violations, including the pay and housing deduction discrepancies between Guatemalan J-1 visa holders and Mexican TN-visa holders and Americans.

353. Plaintiffs Alvarado Contreras and Escobar Gonzalez also complained to WFE Defendants about the low pay and the difference in pay from what was promised and what they received, as well as the difference between how they were paid and treated and how the Mexican TN-visa holders and Americans were paid and treated.

354. In response to their complaints, and in violation of Neb. Rev. Stat. § 48-1114(1)(c) and (d), LEI Defendants transferred Plaintiffs Alvarado Contreras and Escobar Gonzalez to new sites twice, causing them to lose workdays and pay, and eventually terminated them under false pretenses. Troxel informed Plaintiffs that they were terminated because Bruce Livingston was "sick of their complaining," Paragraph 233, *supra*.

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

- a. compensatory damages;
- b. punitive damages; and
- c. attorney's fees and costs of this action.

#### **TWELFTH CLAIM FOR RELIEF**

##### **Common Law Fraud - Fraudulent Misrepresentation (All Plaintiffs Against All Defendants)**

356. Plaintiffs re-allege and incorporate by reference all preceding paragraphs herein.

357. Defendants made material misrepresentations to Plaintiffs, prior to their commencement of work in Nebraska, concerning the wages to be paid to Plaintiffs, the provision

and cost of housing and transportation, the nature of the program, the type of work Plaintiffs would be performing, the conditions of the housing, and the provision of cultural and academic opportunities. *See* Paragraphs 89-131, *supra*.

358. Defendants made the material misrepresentations referenced in Paragraph 357 with the intent to defraud the State Department into approving J-1 visas and to induce Plaintiffs to enroll in the J-1 program.

359. Defendants, who had worked together for years to recruit and employ Guatemalan graduates in LEI's J-1 visa program, had no intention of fulfilling the promises made and later included in the LEI Training Plan under penalty of perjury, a plan which LEI's HR Manager acknowledged was "not realistic."

360. Plaintiffs justifiably relied on the representations described in Paragraphs 89-131 when they decided to accept positions in LEI's J-1 visa program. Among other things, Plaintiffs justifiably believed that the LEI Training Plan accurately set out the nature of the position, the job duties, and training phases because Defendants Livingston and Medulan signed it under penalty of perjury.

361. Plaintiffs would not have accepted the placement with Defendants absent the false representations regarding the nature of the program, the job duties to be performed, the wages to be paid, and the housing conditions to be provided.

362. Plaintiffs seek all appropriate relief in an amount to be determined at trial, including, but not limited to, compensatory damages and attorney's fees and costs of this action.

### **THIRTEENTH CLAIM FOR RELIEF**

#### **Breach of Contract (All Plaintiffs against All Defendants)**

363. Plaintiffs re-allege and incorporate by reference all preceding paragraphs herein.

364. The LEI Training Plan constituted valid contracts between Plaintiffs and all Defendants.

365. In the LEI Training Plan, the LEI Defendants promised that Plaintiffs would be trained in three phases, would be taught certain skills at each phase, would receive training by LEI experts, would not be treated like regular laborers, and would be paid \$11.50 per hour with no mention of deductions or housing and transportation costs. The LEI Training Plan promised to offer cultural activities and opportunities, as described in Paragraphs 100.

366. Defendant LEI breached these promises, as described in Paragraphs 134-183.

367. Plaintiffs complied with the conditions precedent that activated LEI's duty.

368. In the LEI Training Plan, the WFE Defendants promised that they would ensure that LEI followed the LEI Training Plan's terms, including ensuring that Plaintiffs would "receive continuous on-site supervision and mentoring by experienced and knowledgeable staff," "not displace full- or part-time temporary or permanent American workers or serve to fill a labor need[]," and that their positions would "exist[] primarily to assist the[m] in achieving the objectives of [their] participating in this training or internship program."

369. Defendant WFE breached these promises.

370. Plaintiffs complied with the conditions precedent that activated WFE's duty by notifying WFE when the LEI Defendants breached the LEI Training Plan.

371. As a result of Defendants' breaches, Plaintiffs suffered harm, including significant debt, lower wages than promised, and physical and psychological distress.

372. As a result of the unlawful acts complained herein, Plaintiffs are entitled to damages to be determined at trial.

**FOURTEENTH CLAIM FOR RELIEF**

**Unjust Enrichment  
(All Plaintiffs against All Defendants)**

373. Plaintiffs re-allege and incorporate by reference all preceding paragraphs herein.

374. The LEI Defendants employed Plaintiffs as general laborers at a wage rate far lower than that paid to non-J-1 visa holders, including the Mexican TN workers and American citizens, for the same work.

375. The LEI Defendants also received money from Plaintiffs by charging them for housing in an amount that exceeded the value of the housing.

376. Plaintiffs conferred a benefit on the LEI Defendants in that the LEI Defendants obtained Plaintiffs' services for a lower pay rate than the actual value of their services, which was much higher, as well as \$285 a month for housing whose value was far less.

377. The LEI Defendants knew and appreciated the benefit conferred by Plaintiffs' labor through their knowledge that the wages they paid Plaintiffs for their labor was lower than the wages paid to other workers who performed the same work. They accepted and retained the benefit under circumstances that would make it inequitable for them to retain the benefit.

378. The LEI Defendants knew and appreciated the benefit conferred by Plaintiffs' monthly payments for housing through their knowledge that they were charging non-J-1 visa holders far less for the same housing.

379. The LEI Defendants also received money from Plaintiffs by requiring them to pay the pre-employment, immigration-related fees that LEI was legally required to advance or reimburse, under the Fair Labor Standards Act.

380. For every J-1 visa holder, including Plaintiffs, the WFE Defendants received a \$500 monthly payment from LEI.

381. Plaintiffs conferred a benefit on the WFE Defendants by joining the J-1 visa program as a result of WFE's misrepresentations, causing the LEI Defendants to pay at least \$500 a month for each Plaintiff to WFE (\$1,500 total). Plaintiffs' participation in the program also allowed WFE to reaffirm its financial and business relationship with the LEI Defendants, enabling WFE to continue making more money.

382. The WFE Defendants knew and appreciated the benefit conferred by Plaintiffs' labor because they lured Plaintiffs to join the J-1 visa program through misrepresentations, with the knowledge that LEI would pay them \$500 a month for each Plaintiff. They accepted and retained the benefit under circumstances that would make it inequitable for them to retain the benefit.

383. As a result, Defendants have been enriched at the expense of Plaintiffs and Plaintiffs are entitled to the value of the benefit conferred, including:

- a. The difference between what Plaintiffs were making per hour and what the American citizens and Mexican TN-visa holders doing the same work were making per hour;
- b. The difference between what Plaintiffs were paying for housing and what other residents were paying for housing;
- c. Reimbursement for the pre-employment fees;
- d. The \$500 per month paid by LEI to WFE for each Plaintiff; and
- e. Any other damages deemed appropriate at trial.

### **JURY TRIAL DEMAND**

384. Plaintiffs hereby demand a jury trial on all issues triable.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request a trial by jury on all triable issues and that this Court grant the following relief:

- a. assuming jurisdiction over this action;
- b. declaring this action to be maintainable as a FLSA collective action pursuant to 29 U.S.C. § 216, allowing Plaintiffs to provide notice of this action to potential opt-in plaintiffs, and allowing those eligible J-1 visa holders who choose to do so to opt into this action;
- c. declaring that Defendants violated Plaintiffs' rights under the TVPRA, as described in Plaintiffs' First Claim for Relief;
- d. declaring that Defendants violated Plaintiffs' rights under the RICO, as described in Plaintiffs' Second Claim for Relief;
- e. declaring that the LEI Defendants violated Plaintiffs' rights under the minimum wage provisions of the FLSA, as described in Plaintiffs' Third Claim for Relief;
- f. declaring that the LEI Defendants violated Plaintiffs Escobar Gonzalez and Alvarado Contreras's rights under the anti-retaliation provisions of the FLSA, as described in Plaintiffs Escobar Gonzalez and Alvarado Contreras's Fourth Claim for Relief;
- g. declaring that the LEI Defendants violated Plaintiffs' rights under the AWPAs, as described in Plaintiffs' Fifth Claim for Relief;
- h. declaring that the LEI Defendants violated Plaintiffs Escobar Gonzalez and Alvarado Contreras's rights under the anti-retaliation provisions of the AWPAs, as described in Plaintiffs' Sixth Claim for Relief;

- i. declaring that the LEI Defendants violated Plaintiffs Escobar Gonzalez and Alvarado Contreras's rights under Section 1981 and Title VII, as described in Plaintiffs Escobar Gonzalez and Alvarado Contreras's Seventh and Eighth Claim for Relief;
- j. declaring that the LEI Defendants violated Plaintiffs' rights under the Nebraska Wage Payment and Collection Act as described in Plaintiffs' Ninth Claim for Relief;
- k. declaring that the LEI Defendants violated Plaintiffs' rights under the anti-discrimination provisions of the Nebraska Fair Employment Practices Act as described in Plaintiffs' Tenth Claim for Relief;
- l. declaring that the LEI Defendants violated Plaintiffs Escobar Gonzalez and Alvarado Contreras's rights under the anti-retaliation provisions of the Nebraska Fair Employment Practices Act, as described in Plaintiffs' Eleventh Claim for Relief;
- m. declaring that all Defendants defrauded Plaintiffs as described in Plaintiffs' Twelfth Claim for Relief;
- n. declaring that all Defendants breached Plaintiffs' rights under their employment contract, the LEI Training Plan, as described in Plaintiffs' Thirteenth Claim for Relief;
- o. declaring that, in the alternative to breach of contract, all Defendants were unjustly enriched by Plaintiffs' labor, as described in Plaintiffs' Fourteenth Claim for Relief;
- p. permanently enjoining Defendants from further violations of the TVPRA;
- q. permanently enjoining Defendants from further violations of the RICO;
- r. permanently enjoining the LEI Defendants from further violations of Section 1981, Title VII and the FLSA;
- s. granting judgment to Plaintiffs and against all Defendants on Plaintiffs' TVPRA claims and awarding them compensatory and punitive damages;

- t. granting judgment to Plaintiffs and against all Defendants on Plaintiffs' RICO claims and awarding them the trebled amount of their pecuniary losses;
- u. granting judgment to Plaintiffs and other similarly situated J-1 visa holders who opt in pursuant to 29 U.S.C. § 216(b) and against the LEI Defendants on their FLSA claims and awarding them their unpaid wages plus an equal amount in liquidated damages;
- v. granting judgment to Plaintiffs Escobar Gonzalez and Alvarado Contreras and against the LEI Defendants on their FLSA retaliation claims and awarding them compensatory damages plus an equal amount in liquidated damages;
- w. granting judgment to Plaintiffs and against the LEI Defendants on Plaintiffs' AWWA claims and awarding them compensatory or statutory damages;
- x. granting judgment to Plaintiffs and against the LEI Defendants on Plaintiffs Escobar Gonzalez and Alvarado Contreras's AWWA retaliation claims and awarding them compensatory or statutory damages, pursuant to 29 U.S.C. § 1854(c)(1);
- y. granting judgment to Plaintiffs and against the LEI Defendants on Plaintiffs' Section 1981 and Title VII claims and awarding them compensatory and punitive damages;
- z. granting judgment to Plaintiffs and against the LEI Defendants on Plaintiffs' Nebraska Wage Payment and Collection Act and awarding them compensatory damages and double the amount of any wages deducted;
- aa. granting judgment to Plaintiffs and against the LEI Defendants on Plaintiffs' Nebraska Fair Employment Practices Act claims and awarding them compensatory and punitive damages;
- bb. granting judgment to Plaintiffs and against all Defendants on Plaintiffs' fraud claim and awarding them compensatory and punitive damages;

- cc. granting judgment to Plaintiffs against all Defendants on Plaintiffs' breach of contract claims and awarding them compensatory and punitive damages;
- dd. granting judgment to Plaintiffs against all Defendants on Plaintiffs' unjust enrichment claim and awarding them compensatory and punitive damages;
- ee. awarding Plaintiffs pre-judgment and post-judgment interest as allowed by law;
- ff. awarding Plaintiffs their costs and reasonable attorney's fees, and
- gg. Granting such other relief as the Court deems necessary and appropriate.

Respectfully submitted,

s/Melia Amal Bouhabib

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