

Via Email & Regular Mail

August 1, 2016

G. Kevin Saba
Acting Deputy Assistant Secretary for Private Sector Exchange
Bureau of Educational and Cultural Affairs
United States Department of State
2201 C Street NW
Washington, D.C. 20520

Dear Mr. Saba,

We submit this complaint against American Work Adventures (AWA) and International Exchange of North America (IENA) for unlawfully placing J-1 workers with Grandeur Management, a labor broker with a history of exploiting J-1 workers. Labor brokers, like Grandeur Management, that do not provide “hands-on management” of the workers cannot be J-1 host employers. As a result of the placement of J-1 workers with Grandeur Management, workers who paid thousands of dollars for the promise of cultural exchange and summer jobs at ice cream shops and resorts ended up working in grueling, transitory jobs at a revolving list of employers in Myrtle Beach, South Carolina.

We write on behalf of the following J-1 workers from the Dominican Republic, whom AWA sponsored to work for Grandeur Management in Myrtle Beach through the Summer Work Travel (SWT) program:

1. Ana Cabrera
2. Any De la Cruz
3. Angel Tejeda
4. Ivana Moreno
5. Yngris Hernandez
6. Nora Osoria
7. Angelis Herrera
8. Diana Hidalgo
9. Nicolas Florentino
10. Willy Bravo

We also write about IENA. Like AWA, IENA has also placed J-1 workers with Grandeur Management as a host employer in Myrtle Beach this summer.

AWA and IENA violated State Department regulations by failing to adequately vet Grandeur Management and by placing J-1 workers with Grandeur Management, whose participation in the J-1 program violates program regulations. AWA further violated program regulations by giving workers false information about the program before they enrolled and paid fees; failing to ensure that workers received adequate pay and hours and suitable, affordable housing; failing to ensure that workers experienced cultural exchange; and failing to adequately respond to workers' complaints. As a result of these violations, the workers listed above paid thousands of dollars for experiences that did not exist. Subsequently, after the filing of the Original Complaint, both sponsors further violated the regulations by retaliating against the Complainants.

We request that the State Department (1) require AWA to reimburse the J-1 workers the money they paid to participate in the SWT program and (2) prohibit AWA and IENA, and any other sponsor, from engaging Grandeur Management in the J-1 program in any way, including as a host employer, as a housing provider, or as a source of cultural activities. As the problems raised in this Complaint are ongoing and urgent, we request the State Department to open an investigation of the matter immediately. Please call us at (404) 521-6700 or email us at gillian.gillers@splcenter.org and meredith.stewart@splcenter.org to arrange interviews with the workers included here.

I. Grandeur Management Operates as an Illegal Labor Broker

Grandeur Management's participation in the J-1 program is illegal. State Department regulations expressly prohibit sponsors from placing J-1 workers with staffing agencies such as Grandeur Management that farm workers out to various independent employers. Under J-1 program rules, if a sponsor places a J-1 worker with a staffing agency, the agency "must provide full-time, primary, on-site supervision of the participants," and must "effectively control the work sites, e.g., have hands-on management responsibility for the participants." 22 C.F.R. § 62.32(g)(6)(ii), (iii). However, at none of the J-1 workers' worksites did Grandeur Management provide full-time on-site supervision or exercise hands-on management responsibility for them.

AWA and IENA violated program regulations by placing J-1 workers with an employer whose participation in the J-1 program is illegal. Indeed, AWA and IENA could have easily determined by visiting Grandeur Management's website that the company is not an appropriate host employer because it does not control J-1 workers' work sites. Grandeur Management's website states: "We assume the responsibility for all aspects of housekeeping, *while working within the ultimate control of resort management.*" Ex. A (Grandeur Management website), available at <http://grandeurresortservices.com/hotel-operation-management/>. This statement at least put sponsors on notice that they needed to further interview Grandeur Management to ensure its participation in the J-1 program complied with program requirements and would

provide an appropriate experience for J-1 visitors. In failing to adequately scrutinize Grandeur Management, AWA and IENA abdicated the oversight role that State Department regulations require of them.

II. False Promises of Employment

The workers paid thousands of dollars for jobs that they ultimately did not obtain as a result of AWA's failure to vet the host employers. Before J-1 workers arrive in the United States, sponsors are required to adequately vet host employers and ensure that the jobs listed on workers' job offers and Certificates of Eligibility are available. *See* 22 C.F.R. § 62.32(g)(2) (requiring sponsors to verify the terms and conditions of the J-1 workers' employment and to "fully vet[]" the host employer); *id.* § 62.9(d)(3) (requiring sponsors to "[p]rovide accurate program information and materials to prospective exchange visitors . . . including the terms and conditions of any employment activities . . ."); *id.* § 62.10(b) ("At the pre-arrival stage, sponsors must provide exchange visitors clear information and materials on . . . [the] terms and conditions of employment (including employer name and address, position duration, job duties, number of work hours, wages . . .)"). AWA failed to comply with its duties here.

Grandeur Management, apparently acting as AWA's proxy in Myrtle Beach, failed to ensure that the J-1 workers obtained the jobs that AWA promised them. Instead, Grandeur Management offered them short-term jobs at other employers, performing work that was in several instances completely different from the work they were promised.

Ana Cabrera and **Any De la Cruz** paid thousands of dollars in recruitment and travel expenses in reliance on AWA's promise that they would work as "food sales persons" at Ricciardi's Italian Ice in Myrtle Beach. *See* Ex. B (Ana Cabrera Certificate of Eligibility); Ex. C (Ana Cabrera Job Offer); Ex. D (Any De La Cruz Job Offer). However, when Ana and Any arrived in Myrtle Beach, Grandeur Management told them that they would not be working at Ricciardi's Italian Ice. Instead, Grandeur Management placed them in housekeeping jobs. Three other workers, not named in this Complaint, also had job offers from AWA promising them jobs at Ricciardi's Italian Ice, but when they arrived in Myrtle Beach, they were told the Ricciardi's job was not available.

Angel Tejada, **Ivana Moreno**, **Yngris Hernandez**, **Nora Osoria**, **Diana Hidalgo**, and **Angelis Herrera** also did not receive the jobs that AWA promised them. While these workers were still in the Dominican Republic, they paid steep program fees in reliance on AWA's promise that they would work at particular hotels in Myrtle Beach and live at most 0.8 miles from their workplace. *See* Ex. E (Nora Osoria Job Offer); Ex. F (Angelis Herrera Job Offer); Ex. G (Yngris Hernandez Job Offer); Ex. H (Angel Tejada Job Offer); Ex. I (Ivana Moreno Certificate of Eligibility).

When these workers arrived in the United States, Grandeur Management informed them that they would instead live and work in North Myrtle Beach, about 20 miles away from their original placements. Their new workplace, Avista Resort, was not within walking distance of

their new housing. Although Grandeur Management provided transportation, some of the workers waited hours after finishing work for other J-1 workers to finish, so that Grandeur Management's van could transport all of them back to the apartment.

Nicolas Florentino and **Willy Bravo** were also placed at different hotel employers than were on their job offers. Nicolas worked at three different hotels, none of which were named on the job offer that he received from AWA. Ex. J (Nicholas Florentino Job Offer).

Workers paid thousands of dollars to participate in the program in reliance on AWA's promises of jobs that did not exist. Instead, they were placed with a labor broker that is unauthorized by the program rules. The workers would not have paid to participate in the program had they known they would be working under these circumstances. AWA must therefore refund the workers the money they spent to participate in the program.

III. No Work, Too Few Hours

AWA and Grandeur Management also failed to ensure that the J-1 workers had consistent employment. The J-1 workers were out of work for days or weeks, or worked fewer hours than were promised in their job offers. As a result of the unpredictable and sporadic nature of "temp work," the workers suffered anxiety about whether they would have work, whether they would be able to support themselves, and whether they would be able to pay back the considerable loans they took out to fund their participation in the program. The workers' experiences of unemployment and underemployment underscore that temporary labor brokers such as Grandeur Management should not be participating in the J-1 program.

For instance, **Ana Cabrera** was without work for four days after learning that she would not be able to work at Ricciardi's Italian Ice, the employer on her job offer. After four days, Grandeur Management told Ana that she could work as a housekeeper at the Marina Inn. Ana worked there for one day, but a supervisor at the hotel told her not to return because there was not enough work for her. Ana was without work for the next two days. Grandeur Management then placed Ana in another housekeeping job at the Sheraton Hotel. After Ana worked at the Sheraton Hotel for one day, a supervisor at that hotel told her there was not enough work for her. Ana was without work for the next four days, before finding a job doing the laundry for Bermuda Sands hotel.

Ana ultimately quit her job at the laundry service because the work was grueling, she was given few hours, her co-workers smoked heavily on the job, and the chemicals she was required to use irritated her skin. Although Ana's job offer promised that she would work an average of 30 hours per week, she was given only 17 hours of work during her first week at the laundry service. Ex. C (Ana Cabrera Job Offer). Ana finally found a new job at Krispy Kreme, without Grandeur Management's assistance.

Other J-1 workers had similar experiences. When **Any De la Cruz** learned she would not be working in Ricciardi's Italian Ice, the employer on her job offer, she was unemployed for one week before Grandeur Management found her a job doing laundry for a hotel. **Ivana Moreno**,

Yngris Hernandez, and **Angelis Herrera** were also unemployed for approximately one week in between housekeeping jobs. Ivana and Yngris were told by their next supervisor, at Bar Harbor hotel, that they were not needed after just three days of work.

Nicolas Florentino worked for 5-7 hours at each of two hotels before being told he should not return the next day because he was not needed. **Willy Bravo** was also told, after one week of work at his first hotel employer, that he was no longer needed, and he was unemployed for several days before Grandeur Management placed him in a new hotel. When **Angel Tejada** worked in the laundry department at a hotel, he received far fewer hours than were promised in his job offer. See Ex. K (Angel Tejada Hours) (reflecting 20.88 hours of work during the week ending June 5); Ex. H (Angel Tejada Job Offer) (promising 30-40 hours/week of work).

These workers' experiences demonstrate that Grandeur Management is nothing more than a temp service and should be expelled from the J-1 program. Grandeur Management's abuses are imputed to AWA, which is responsible for vetting J-1 employers. See 22 C.F.R. § 62.32(g)(2). AWA also violated program regulations by placing workers with a company that repeatedly fails to give workers the hours promised on their job offers. See *id.* § 62.32(o)(1) (providing that sponsors "may place participants only with host employers that agree to . . . [m]ake good faith efforts to provide participants the number of hours of paid employment per week as identified on their job offers and agreed to when the sponsors vetted the jobs"); *id.* § 62.9(d)(3) (requiring sponsors to "[p]rovide accurate program information and materials to prospective exchange visitors . . . at the time of recruitment," including information on the number of work hours). A full refund of fees and expenses by AWA is therefore appropriate.

IV. Underpayment of Wages

AWA and Grandeur Management are also violating State Department regulations by paying J-1 workers less than the wages paid to their similarly situated American counterparts. See 22 C.F.R. § 62.32(i)(1)(ii) (requiring sponsors to ensure that J-1 workers receive at least the "[p]ay and benefits commensurate with those offered to their similarly situated U.S. counterparts"). The U.S. Department of Labor has determined that the prevailing wage (the local average wage) for housekeepers in Myrtle Beach is \$8.85 per hour, as reflected by the labor certification that Grandeur Management received from DOL to place H-2B workers in housekeeping jobs in Myrtle Beach. Ex. L (Grandeur Management H-2B labor certification). Under the H-2B program regulations, U.S. workers working alongside H-2B workers and performing the same work also have to earn the prevailing wage – i.e., \$8.85 per hour. 20 C.F.R. § 655.20(a). However, Grandeur Management pays the J-1 workers only \$8 per hour to work in housekeeping in Myrtle Beach. See, e.g., Ex. E (Nora Osoria Job Offer); Ex. F (Angelis Herrera Job Offer); Ex. G (Yngris Hernandez Job Offer); Ex. H (Angel Tejada Job Offer). Grandeur Management therefore pays J-1 workers less than the wage that similarly situated American workers receive.

Grandeur Management's underpayment of J-1 workers exemplifies a trend whereby employers are increasingly exploiting the J-1 program as a source of cheap labor and a *de facto* H-2B program and are potentially displacing American workers. Employers' misuse of the J-1 program undermines its purpose to provide foreign students with a cultural exchange experience. Because of the low pay and limited hours, several J-1 workers have been unable to earn enough to cover their expenses, which include exorbitant rent for housing arranged by Grandeur Management, and repay the money they borrowed to participate in the program. As a result, the workers have taken on second jobs, leaving very little time to experience American culture.

V. Absence of Cultural Exchange

The purpose of the J-1 program is to "provide foreign college and university students with opportunities to interact with U.S. citizens, [and] experience U.S. culture while sharing their own cultures with Americans they meet." 22 C.F.R. § 62.32(b). To that end, State Department regulations require sponsors to "ensure that all participants have opportunities to work alongside U.S. citizens and interact regularly with U.S. citizens to experience U.S. culture during the workday." *Id.* § 62.32(f)(1). Sponsors may "place participants only in jobs that . . . [p]rovide opportunities for regular communication and interaction with U.S. citizens and allow participants to experience U.S. culture." *Id.* § 62.32(g)(4)(ii). Sponsors must also "plan[], initializ[e], and carry[] out events or other activities that provide participants' exposure to U.S. culture" outside of work. *Id.* § 62.32(f)(2). Echoing these requirements, AWA promised in its job offer to the J-1 workers that they would "[e]xperience American culture" and "learn new skills." *See, e.g.*, Ex. C (Ana Cabrera Job Offer).

The jobs arranged by Grandeur Management did not allow for cultural exchange. While working as housekeepers or housemen in several of the Myrtle Beach hotels, **Ana Cabrera, Angel Tejada, Angelis Herrera, Yngris Hernandez, Ivana Moreno, Nora Osoria, Diana Hidalgo, Willy Bravo, and Nicolas Florentino** had little or no meaningful interaction with Americans. Their work consisted of vacuuming rooms, making beds, cleaning toilets, and taking out the garbage, among other housekeeping responsibilities. **Willy** quit his housekeeping job at Bermuda Sands hotel because the workload was unsustainable: he was required to clean ten rooms per day, and he was not permitted to work more than five hours daily. Likewise, **Ana, Angel, and Any** found their laundry jobs to be exhausting and physically demanding. Their works consisted of washing, drying and folding towels and linens.

These workers' experiences reflect that housekeeping and laundry are not appropriate placements for the J-1 program because the grueling and solitary nature of the work effectively precludes meaningful interaction with Americans during the workday and saps workers of energy to participate in cultural activities outside of work. The abuse is compounded for **Ana** and **Any**, who did not even sign up for a housekeeping or laundry job, but rather paid thousands of dollars in reliance on AWA's promise that they would work in an ice cream shop, where they expected to interact with American customers.

AWA and Grandeur Management also have not organized cultural activities for the J-1 workers outside of work, despite regulations requiring sponsors to organize such activities. 22 C.F.R. § 62.32(f)(2). Grandeur Management is apparently planning to organize a cultural event in early August. However, this is the first cultural event that Grandeur Management has organized since the workers arrived more than two months ago. As part of a pattern of intimidation against the J-1 workers, Grandeur Management has threatened to terminate workers' programs if they do not attend this event.

The J-1 workers paid thousands of dollars in fees not only for particular jobs and hours, but also for opportunities to work alongside Americans and experience American culture. Because AWA failed to provide these opportunities, it must reimburse the workers the money they paid to participate in the program. In addition, Grandeur Management should be expelled from the J-1 program based on its repeated failure to place workers in jobs that allow for meaningful interaction with Americans.

VI. Housing Problems

At the same time that these workers were working too few hours or going for days without work, they were paying at least \$90 per week to live in cramped, substandard housing arranged by Grandeur Management. Grandeur Management placed **Ana Cabrera, Any De la Cruz, Angel Tejada, Ivana Moreno, Yngreis Hernandez, Nora Osoria, Diana Hidalgo, and Angelis Herrera** at Calypso Motor Inn, even though AWA had promised these workers housing at one of three other locations. *See* Ex. C (Ana Cabrera Job Offer); Ex. D (Any De la Cruz Job Offer); Ex. E (Nora Osoria Job Offer); Ex. F (Angelis Herrera Job Offer); Ex. G (Yngreis Hernandez Job Offer).¹ These eight workers lived in a small two-bedroom apartment with one bathroom and one small kitchen. Each worker shared a bed with another person. The apartment had an infestation of bed bugs and a malfunctioning air conditioner, and the landlord did not allow them to have visitors. Ex. M (Email from Nora Osoria to Kelsi Mundell, June 1, 2016).

The workers recently moved to a new apartment, but Grandeur Management is refusing to return the \$180 security deposits that Angel and Ana paid on the grounds that they are no longer working in jobs secured by Grandeur Management. Ex. N (Angel Tejada Receipt for Security Deposit); Ex. O (Text messages from Raja Imran Younas to participants of Angel's house).² Grandeur Management's treatment of Angel and Ana constitutes retaliation in violation of State Department regulations. 22 C.F.R. § 62.10(d).

¹ These workers were initially placed in housing in North Myrtle Beach, some 20 miles away from the apartments listed on their job offers. When they complained about the location, Grandeur Management moved them to Calypso Motor Inn.

² Grandeur Management and the workers' landlord had previously stated that the workers would not be given back their security deposits because they had agreed to stay at Calypso Motor Inn until September 15. The landlord may be relying on a lease that the workers signed under coercive conditions, after they had already arrived in Myrtle Beach and were dependent on

The State Department has known for years that Calypso Motor Inn is not an appropriate living situation for J-1 workers, but has apparently done nothing to prevent employers or sponsors from placing J-1 workers there. Detective Peter Woods, who works for the Myrtle Beach Police Department, told the Southern Poverty Law Center that he has warned the State Department about problems at Calypso Motor Inn and has complained to the State Department about Grandeur Management.

In 2013, the Myrtle Beach Fire Department temporarily shut down several apartments in Calypso Motor Inn based on concerns about overcrowding and dangerous living conditions. Ex. Q (Article About Calypso). Even then, the press reported that Calypso's owner refused to return the security deposits of J-1 workers who moved out. Despite this history of serious and newsworthy problems at Calypso, both AWA and the State Department continue to allow Grandeur Management to place J-1 workers there.

Grandeur Management also placed **Nicolas Florentino** and **Willy Bravo** in substandard, overpriced apartments at the Oasis Motel in Myrtle Beach, even though AWA promised them housing at other locations. Ex. J (Nicolas Florentino Job Offer); Ex. R (Willy Bravo Job Offer). These workers paid \$90 per week for cramped, filthy apartments, where they shared beds with another person, usually a stranger. For the first two weeks, Nicolas and Willy did not have a stove and were required to cook in the microwave.

When a J-1 worker living with Nicolas and Willy left their apartment because it was too uncomfortable, the landlord required Nicolas, Willy and their remaining roommates to either find a new roommate or pay the departed worker's rent, which would have raised their rent higher than the amount provided in their job offers. Ex. J (Nicolas Florentino Job Offer); Ex. R (Willy Bravo Job Offer). Grandeur Management ignored Nicolas and Willy's complaints about the situation. Nicolas and Willy eventually found a new apartment, but Grandeur Management and their landlord are refusing to return the security deposit they paid for housing at the Oasis Motel.

These workers' living situation further demonstrates that Grandeur Management is interested only in making money, and not in ensuring workers' welfare, and that the company therefore has no place in the J-1 program. In addition, AWA violated State Department regulations in failing to ensure that the J-1 workers had adequate, affordable housing. *See* 22 C.F.R. § 62.32(g)(9) (when making job placements, sponsors "must consider the availability of suitable, affordable housing"); *id.* § 62.32(o)(5) (providing that if housing is provided by the

Grandeur Management for housing. The workers were brought to the Grandeur Management office in the evening to sign several papers, and they believed they had no choice but to sign. The lease was in English, and they were not given a copy. AWA violated program regulations by failing to give this housing information to the J-1 workers at the time of recruitment, *before* they paid fees and traveled to the United States. *See* 22 C.F.R. §§ 62.9(d)(3), 62.32(g)(9)(ii), 62.32(e)(7), 62.10(b)(4). In addition, requiring the workers to stay in Grandeur Management housing until September 15 makes little sense given that the work portions of their program will end August 31. Ex. B (Ana Cabrera Certificate of Eligibility); Ex. P (Angel Tejada Certificate of Eligibility).

employer, the sponsor may work with that employer only if the employer “agree[s] to provide suitable and acceptable accommodations”).

AWA further violated its regulatory duty to provide the J-1 workers with accurate information about the location, cost, and layout of their housing in their job offers. *See id.* § 62.9(d)(3); § 62.32(g)(9)(ii) (where the employer provides housing, “job offers must include details of all such arrangements, including the cost to participants”); *id.* § 62.32(e)(7) (sponsors must provide program participants, prior to participants’ departures from their home countries, “information about available housing”); *id.* § 62.10(b)(4) (“[a]t the pre-arrival stage, sponsors must provide exchange visitors clear information and materials on . . . [h]ousing, including specific information on what housing is provided by the program or otherwise available and the expected cost to the exchange visitor”). These violations by AWA support our demand that AWA reimburse the J-1 workers in full.

VII. Failure to Respond to Complaints

AWA has further violated State Department regulations by failing to respond appropriately to complaints by the J-1 workers. *See* 22 C.F.R. § 62.32(j)(1) (requiring sponsors to “promptly and appropriately address issues affecting the participants’ health, safety, and welfare”); *id.* § 62.32(j)(2) (requiring sponsors to “[p]rovide appropriate assistance to participants on an as-needed basis and be available to participants . . . to assist as facilitators, counselors, and information resources”); *id.* § 62.10(d)(2) (requiring sponsors to “[m]onitor . . . the progress and welfare of exchange visitors”). Not only has AWA failed to respond appropriately to workers’ complaints, but AWA has delegated its monitoring duties to Grandeur Management, creating a significant conflict of interest and placing workers at a credible risk for retaliation.

On May 17, 2016, **Angel Tejeda** emailed AWA on behalf of himself, **Ana Cabrera**, and **Any De la Cruz** to report that the jobs and housing in which they had been placed were different from those listed on their jobs offers. Ex. S (Emails between Angel Tejeda and Paulina Castillo, May 17, 2016). AWA did not address Angel’s concerns, but rather advised him to speak to Grandeur Management. AWA apparently forwarded Angel’s email to Grandeur Management, because Raja Younas later called Angel, Ana and Any to his office. Younas told the workers that “troublemakers” would be kicked out of the J-1 program, effectively threatening to retaliate against them for complaining. State Department regulations prohibit retaliation against J-1 workers who complain about their experience in the program. 22 C.F.R. § 62.10(d).

AWA did not even respond to an email from **Nora Osoria** on June 1, 2016, in which she reported the abysmal conditions and high cost of the workers’ housing. Ex. O (Email from Nora Osoria to Kelsi Mundell at AWA, June 1, 2016). Nora informed AWA about the bed bugs, the poor plumbing system, the malfunctioning air conditioner, and nonresponsiveness and harassment by the landlord. Nora noted that she had already complained to Grandeur Management, and that Grandeur Management had done nothing to resolve their concerns. Nora’s

email also informed AWA that Grandeur Management had failed to place the J-1 workers in the jobs that AWA had promised them. Only after Nora emailed AWA again, six weeks later, did AWA respond. AWA dismissed the workers' concerns. See Ex. T (Emails between Nora Osoria and Kelsi Mundell at AWA, July 18–22, 2016).

AWA has also deferred to Grandeur Management in response to a complaint by **Angel Tejada**. After Angel quit his job at the laundry service—his coworkers' smoking made him ill, and he was getting only 20 hours per week of work—he sought approval from AWA for a new job at Krispy Kreme. AWA, after speaking to Grandeur Management, initially placed him on "probation" for quitting his previous job at the laundry without first seeking AWA's approval, even though the laundry job was not the job that he had accepted from AWA while still in the Dominican Republic. AWA violated State Department regulations by making it difficult for Angel to leave his employment with Grandeur Management. See 22 C.F.R. § 62.32(g)(3) ("Sponsors must not pose obstacles to job changes, but must offer reasonable assistance to participants wishing to change jobs.").

Likewise, AWA sided with Grandeur Management in response to **Nicolas Florentino's** complaint about his landlord's refusal to return his security deposit. Ex. U (Emails between Nicolas Florentino and Paulina Castillo at AWA, July 18–21, 2016). AWA's nonresponsiveness and its deference to Grandeur Management demonstrate that AWA has abdicated its responsibility to ensure the welfare of the J-1 workers.

VIII. Unlawful Retaliation

Shortly after we submitted the Original Complaint to the State Department, officials from IENA and AWA engaged in unlawful retaliation. It is our understanding that both sponsors have discouraged J-1 workers from consulting with the SPLC or voicing their concerns about the program to the State Department. The regulations expressly prohibit this conduct. See 22 C.F.R. § 62.10(d) ("No sponsor or employee of a sponsor may . . . retaliate against an exchange visitor solely because he/she has filed a complaint; instituted or caused to be instituted any proceeding; testified or is about to testify; consulted with an advocacy organization, community organization, legal assistance program or attorney about a grievance or other work-related legal matter . . ."). **We request the State Department immediately notify the sponsors of their duty to refrain from unlawful conduct and ensure that the Complainants are protected from continued retaliation.** Any J-1 workers who bring forth complaints about the program must be able to do so without fear of retribution.

IX. Conclusion

In light of these abuses, the State Department must forbid all sponsors, including AWA and IENA, from placing J-1 workers with Grandeur Management, and the Department must exercise greater oversight to ensure that other illegal staffing agencies do not operate in the J-1

program. In addition, we ask that the State Department require AWA to reimburse the J-1 workers the money they spent to participate in the program—program fees, flights to Myrtle Beach, and visa fees. Where a J-1 worker has moved out of his or her housing due to substandard conditions, and where Grandeur Management and/or the landlord is refusing to return the security deposit, AWA should also reimburse the worker for the security deposit. AWA should be required to reimburse the J-1 workers in the following amounts:

J-1 worker	Program fee	Flight	Visa fee	Housing Deposit	Total reimbursement requested
Ana Cabrera	\$1375	\$250	\$160	\$180	\$1965
Any de la Cruz	\$1375	\$525	\$160		\$2060
Angel Tejeda	\$1375	\$250	\$160	\$180	\$1965
Ivana Moreno	\$1375	\$500	\$160		\$2035
Yngris Hernandez	\$1375	\$550	\$160		\$2085
Nora Osoria	\$1375	\$515	\$160		\$2050
Angelis Herrera	\$1375	\$240	\$160		\$1775
Diana Hidalgo	\$1375	\$515	\$160		\$2050
Nicolas Florentino	\$1300	\$316	\$160	\$90	\$1866
Willy Bravo	\$1300	\$475	\$160	\$180	\$2115

Thank you in advance for your prompt attention to his matter. Please feel free to contact us with any questions or to set up an interview with any of the J-1 workers. We may be reached at (404) 521-6700 or by email at gillian.gillers@splcenter.org and meredith.stewart@splcenter.org.

Sincerely,

Gillian Gillers

Gillian Gillers

Meredith Stewart

Meredith Stewart

Attorneys

Southern Poverty Law Center

cc: Henry C. Scott, Director, Office of Private Sector Exchange Program Administration
Susan Geary, Director, Office of Exchange Coordination & Compliance