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*Via Email and U.S. Mail*

September 13, 2016

Henry C. Scott  
Bureau of Educational and Cultural Affairs  
United States Department of State  
2201 C Street NW  
Washington, D.C. 20520

**Re: CASE-00022641**

Dear Henry,

We write to amend our complaint against American Work Adventures, dated August 1, 2016, to add three complainants: **Joan Matos**, **Pablo De Jesus**, and **Oliver Ortiz**. Like the original complainants, these three J-1 participants worked for Grandeur Management in Myrtle Beach this summer under the sponsorship of American Work Adventures (AWA) through the Summer Work Travel program. On behalf of these students, we reiterate our request that the State Department bar AWA and other sponsors from working with Grandeur Management. We also ask that the State Department require AWA to reimburse the students the amounts they spent on program fees, flights, visas and unreturned housing deposits: \$2208 for Joan, \$2305 for Pablo, and \$2675 for Oliver. Finally, we ask that the State Department revoke AWA's designation as a J-1 sponsor.

AWA violated program regulations by placing Joan, Pablo and Oliver with a staffing agency whose participation in the J-1 program is illegal. Grandeur Management did not "provide full-time, primary, on-site supervision of" any of the three workers, nor did Grandeur Management "effectively control the[ir] work sites." 22 C.F.R. § 62.32(g)(6)(ii),(iii). After August 1, when the Southern Poverty Law Center (SPLC) filed the complaint, a Grandeur Management employee began visiting Bermuda Sands hotel every day or every few days and asking the J-1 workers, including **Pablo** and **Oliver**, to sign forms reflecting their attendance. But Pablo and Oliver saw that employee for a few minutes at most, and they were never supervised by that employee or by anyone else affiliated with Grandeur Management. **Joan** was also never supervised at his work by Grandeur Management.

The workers' experiences make clear that Grandeur Management does not take seriously its responsibilities as a J-1 employer. Rather, Grandeur Management is interested only in profiting off the J-1 program, which it treats as a source of cheap, exploitable labor. As further evidence of this, SPLC has learned from a credible source that at least one of the hotel employers paid Grandeur Management between \$2 and \$3 more per hour for each J-1 worker than Grandeur Management paid the J-1 workers.

AWA also failed to comply with its duty to vet the workers' employers, verify the terms of their employment, and provide accurate information to the workers about these terms before they left the Dominican Republic. *See* 22 C.F.R. §§ 62.32(g)(2), 62.32(o)(1), 62.9(d)(3), 62.10(b). None of the three workers was initially placed at the employer listed on his job offer. **Joan** was promised a job at a hotel in Myrtle Beach, but instead he was placed with an employer in North Myrtle Beach, some 20 miles away. **Pablo** was placed in a job about six miles from his home, instead of less than a mile from his home, as he had been promised, and Grandeur Management refused to provide transportation after the first few days of work.

In addition, all three workers received fewer hours than were promised on their job offers. **Oliver** was without work for two weeks after his first employer, Marina Inn, said it did not have enough work for him to do. **Joan** was working only 25-30 hours per week as a housekeeper at Bermuda Sands hotel, even though his job offer promised 30-40 hours per week. Joan was fired from two of his housekeeping jobs after disagreements with supervisors over the vast quantity of work he was required to do in a limited number of hours. After one termination, he was without work for about two and a half weeks. When Joan complained to AWA's Paulina Castillo that AWA had not complied with his job offer, Ms. Castillo replied that all the provisions in the job offer were subject to change.

AWA further violated the law by failing to ensure that the workers were paid the same wage as their similarly situated U.S. counterparts. *See* 22 C.F.R. § 62.32(i)(1)(ii). Grandeur Management paid Joan, Pablo and Oliver 85 cents less per hour than it paid its H-2B housekeepers, who are required to earn the average wage of similarly situated American workers in the same geographic area.

AWA also violated regulations requiring that it provide workers with a cultural exchange experience. *See* 22 C.F.R. §§ 62.32(f)(1), 62.32(f)(2), 62.32(g)(4)(ii). None of the three workers had meaningful or regular opportunities to interact with Americans in their work as housekeepers. AWA also did not organize any cultural events for them, and Grandeur Management organized only one cultural event, at the end of the summer.

AWA further violated the law in failing to provide accurate information to Joan, Pablo and Oliver about their housing situation, and in failing to ensure that they had suitable, affordable housing. *See* 22 C.F.R. §§ 62.32(e)(7), 62.32(g)(9)(ii), 62.32(o)(5), 62.9(d)(3); 62.10(b)(4). None of the workers was placed at the housing listed on his job offer. Grandeur Management placed **Pablo** and **Oliver** in an apartment with six people at the Oasis Motel, where they slept two people to a bed and shared a single bathroom. For the first two weeks of the summer, they did not have a stove or oven and were required to cook food in the microwave.

Their rent, \$90 per person per week, exceeded market rate. Willy Bravo and Nicolas Florentino, who filed the original complaint against AWA, also lived in that apartment. **Joan** joined them at the Oasis Motel in June because his initial placement, the Calypso Inn was very uncomfortable and felt unsafe.

In July, one of their roommates moved out of the Oasis apartment, and the landlord required them to cover the departed roommate's rent, which raised their rent higher than the amount stated in their job offers. When they moved out rather than pay the extra rent, both the landlord and Grandeur Management refused to return their security deposits of \$180 each. AWA reimbursed the deposits paid by Joan, Willy and Nicolas, and AWA should also reimburse Pablo and Oliver. The job offer that AWA gave Pablo and Oliver promised that they would pay only \$90 per week in rent, and so AWA should ensure that they are not penalized for refusing to pay more than that.<sup>1</sup>

We also ask the State Department to require AWA to reimburse these students the amount that they spent to participate in the J-1 program—on program fees, flights, and visas—because they did not receive the experience that AWA promised them. We ask that Joan be reimbursed \$2208, that Pablo be reimbursed \$2305, and that Oliver be reimbursed \$2675. The State Department has authority to require reimbursement by AWA under 22 C.F.R. § 62.50(b)(1)(iii), which provides that the Department may establish “[a] corrective action plan designed to cure the sponsor's violations.” We also ask that the State Department bar AWA and other sponsors from continuing to work with Grandeur Management.

Finally we ask that the State Department revoke AWA's designation as a J-1 sponsor pursuant to 22 C.F.R. § 62.50(d). AWA's conduct this summer makes clear that it lacks either the resources or the will to ensure that J-1 participants have an appropriate experience. Revocation is warranted because AWA has repeatedly violated the program regulations and has failed to make workers whole for losses that are directly attributable to those violations.

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 the J-1 workers. We may be reached at (404) 521-6700 or by email at [gillian.gillers@splcenter.org](mailto:gillian.gillers@splcenter.org) and [meredith.stewart@splcenter.org](mailto:meredith.stewart@splcenter.org).

Sincerely,



Gillian Gillers

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<sup>1</sup> When **Pablo** emailed AWA's Paulina Castillo about his security deposit, Ms. Castillo did not offer to help him, but rather advised him to talk to Grandeur Management or his landlord. We also understand that AWA told **Oliver** that it sent \$180 to Grandeur Management, to be returned to Oliver as his security deposit, but Grandeur Management has not done so. AWA is responsible for the workers' housing problems under the program regulations, and thus AWA should reimburse the workers directly, rather than relying on Grandeur Management.

Meredith Stewart

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Attorneys, Southern Poverty Law Center

cc: Susan Geary, Director, Office of Exchange Coordination & Compliance, Department of State  
Ida Abell, Branch Chief, Office of Private Sector Exchange Administration, Summer Work  
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Mary Kass, President, American Work Adventures