

IN THE UNITED STATES DISTRICT COURT
NEW JERSEY DISTRICT
CIVIL DIVISION

KUMAR S. PANDRUVADA,)	
)	
Plaintiff,)	
vs.)	Civil Case No.:18-cv-__
)	
DATABOSS INTERNATIONAL, INC.)	
RAMESH VENDRA, INDIVIDUALLY,)	
RAJA S. VENDRA, INDIVIDUALLY,)	
SOFT LABS NA, INC.,)	
ORDUSION TECHNOLOGIES, INC.,)	
SNAP, INC., and VENTECH, INC.,)	
)	
Defendants.)	

VERIFIED CIVIL COMPLAINT

COMES NOW, Plaintiff, by and through the undersigned counsel and makes this his Civil Complaint as styled above and states as follows;

Statement of the Parties

- 1 . Plaintiff, Kumar S. Pandruvada, hereinafter referred to as “Plaintiff”, is or was at all times material hereto an employee of Defendant Data Boss, Inc., and is over the age of nineteen years.
- 2 . Defendant Databoss International, Inc., hereinafter referred to as Defendant Databoss, is a domestic for profit corporation with its headquarters located in North Brunswick, New Jersey, and at all time material hereto believed to be lawfully registered to conduct business in various States within the United States.
- 3 . Defendant Ramesh Vendra is over the age of nineteen years and whose legal citizenship is unknown at the time of this filing. Further Defendant Ramesh Vendra is believed to be an

officer and or director of Defendant Databoss and was personally involved, directly or indirectly, in the averments and allegations made the basis of this suit and set forth herein.

- 4 . Defendant Raja S. Vendra, is over the age of nineteen years and whose legal citizenship is unknown at the time of this filing. Further Defendant Raja S. Vendra is believed to be an officer and or director of Techmatrix, Inc. , a layer company also located in North Brunswick, New Jersey. Further, Defendant Raja S. Vendra is believed to be the brother to Defendant Ramesh Vendra and believed to be the Attorney for Defendant Databoss.

Defendant Raja S. Vendra was personally involved, directly or indirectly, in the averments and allegations made the basis of this suit and set forth herein.

- 5 . Defendant Soft Labs NA, Inc., hereinafter referred to as Defendant Soft Labs, is a Virginia for profit corporation at all times material hereto conducting business in various States within the United States and directly or indirectly involved in the allegations and averments set forth herein.

- 6 . Defendant Ordusion Technologies, Inc., hereinafter referred to as Defendant Ordusion, is at all times material hereto believed to be a Georgia for profit corporation conducting business in various States within the United States and directly or indirectly involved in the allegations and averments set forth herein.

- 7 . Defendant Snap, Inc., hereinafter referred to as Defendant Snap , is a Virginia for profit corporation at all times material hereto conducting business in various States within the United States and directly or indirectly involved in the allegations and averments set forth herein.

8. Defendant Ventech, Inc. is a Maryland for profit corporation at all times material hereto conducting business in various States within the United States and directly or indirectly involved in the allegations and averments set forth herein.

Statement of Jurisdiction and Venue

9. This action arises as a civil claim by Plaintiff for the Defendant's violations of the Trafficking Victim's Protection Act (TVPA) at 18 U.S.C.A. §1589 et.seq. thereby creating subject matter jurisdiction.

10. The Court has personal and subject matter jurisdiction over Defendants because they transact business in this and other Federal Judicial Districts either officially or individually for the benefit of all Defendants by conspiring to violate the T.V.P.A. as against this Plaintiff and likely many other Plaintiffs.

11. Venue is proper in this judicial district because Defendants transact business in this district and did so at all times material hereto the filing of this Complaint; Venue also is proper in this district because a substantial part of the events or omissions given rise to the claims occurred in this judicial district.

IV. STATUTORY PROVISIONS

12. Pursuant to 8 U.S.C.A. § 1101(a) (15) (H)(I)(b), the H-1B visa category applies to people who perform services in a specialty occupation and the employee must meet certain criteria to qualify.

13. Pursuant to 8 U.S.C.A. § 1151(b)(2)(A)(i) "H4" category applies to "immediate relatives" means the children, spouses, parents of a citizen of the United States, and Special

immigrants as described in 8 U.S.C.A. § 1101 et. seq. Which these Aliens are not subject to direct numerical limitations. See 8 U.S.C.A. § 1151 (b) et. Seq.

14. Pursuant to 18 U.S.C.A. § 1589 (a)(1-4) and (b), which states:

“(a) Whoever knowingly provides or obtains the labor or services of a person by any one of, or by any combination of, the following means--

(1) by means of force, threats of force, physical restraint, or threats of physical restraint to that person or another person;

(2) by means of serious harm or threats of serious harm to that person or another person;

(3) by means of the abuse or threatened abuse of law or legal process; or

(4) by means of any scheme, plan, or pattern intended to cause the person to believe that, if that person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint;

(b) Whoever knowingly benefits, financially or by receiving anything of value, from participation in a venture which has engaged in the providing or obtaining of labor or services by any of the means described in subsection (a), knowing or in reckless disregard of the fact that the venture has engaged in the providing or obtaining of labor or services by any of such means, shall be punished as provided in subsection (d).”

15. Pursuant to 18 U.S.C.A. § 1589 Defendants have engaged in acts or omissions as against Plaintiff by violation the following;

“§ 1592. Unlawful conduct with respect to documents in furtherance of trafficking, peonage, slavery, involuntary servitude, or forced labor;

(a) Whoever knowingly destroys, conceals, removes, confiscates, or possesses any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person-

(1) in the course of a violation of section 1581, 1583, 1584, 1589, 1590, 1591, or 1594(a);

(2) with intent to violate section 1581, 1583, 1584, 1589, 1590, or 1591; or

(3) to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons, as defined in section 103 of the Trafficking Victims Protection Act of 2000, shall be fined under this title or imprisoned for not more than 5 years, or both.”

Statement of the Facts

16. At all times material hereto Plaintiff has been in the employment of Defendants and under the control of all Defendants to Plaintiff's demise.

17. Plaintiff is a non-immigrant employed on or about February 2018 by Defendant Databoss in Virginia and contracted out to work in Maryland pursuant to his H-1b status.

18. During the course of Plaintiff's employment in 2018 Plaintiff was subjected to threats of revocation of his visa if he did not pay Defendants Databoss and Soft Labs costs and fees associated with the visa application process and acquiring his H-1b visa status. Further, in an effort to maintain his employment Plaintiff was coerced and paid \$2,000.00 of the \$10,000.00 demanded to Defendant Soft Labs.

19. During the employment period Plaintiff has not had access to his visa related documents and specifically his green card thus denying him legal authority to move about freely.

20. Plaintiff has been threatened by Defendants, directly by Defendant Raja S. Vendra, that if he does not pay for costs and fees his immigration status will be revoked and he will be deported.

21. Plaintiff's wife and children, at all times material hereto, were residing in the United States with Plaintiff and are indirectly subjected to these threats and

reasonably fear their security to remain in the United States on their respective visas is in jeopardy.

22. Defendants acts and or omissions have caused Plaintiff and his family mental distress and fear that they will be deported.

23. Defendants acts and or omissions have restrained Plaintiff and his family from moving freely about and to seek other employment.

24. Defendants have conspired to not pay Plaintiff's earned wages and bench time accrued. Further, Defendants have caused Plaintiff to be paid based on wages which if paid are less than the Labor Conditions Application on file for Plaintiff and less than the prevailing wage as required by law.

25. Plaintiff was told by Defendant Ramesh Vendra to travel from Maryland to New Jersey to collect cash as his wages. Plaintiff was without sufficient funds to make such a trip due to not being paid.

26. Defendant Ramesh told Plaintiff "do not ask for salary, we pay as and when we want to pay." Further, Defendant Ramesh Vendra told Plaintiff "it is not your money it is our money" when Plaintiff asked for paycheck.

27. Defendant Ramesh Vendra threatened to fire Plaintiff several times for asking for his salary. Further, Defendant Ramesh Vendra harassed and told Plaintiff in "Telugu" (an Indian dialect/language) during a conference call regarding Plaintiff's wages with Bill Ray, director of contracts for Defendant Ventech, and Amit Arora, program manager for Defendant Snap.

28. Plaintiff was told to write customers / clients i.e. local government in Maryland where Plaintiff was working and lie to them that his salaries had been paid.

29. Defendants Raja S. Vendra and Ramesh Vendra conspired to send Plaintiff four fake paychecks and a termination letter. Thereafter Defendant Raja S. Vendra filed Plaintiff's H1b paperwork for new employment causing Plaintiff to have to travel to Mexico for re-stamping of his Visa as new employment. The trip to Mexico cost Plaintiff approximately \$4,000.00 which he had to borrow from friends and use his credit cards.

COUNT I
VIOLATIONS OF THE TRAFFICKING VICTIMS PROTECTION ACT

30. Plaintiff re-alleges, repeats, and re-iterates all prior paragraphs of this Complaint as if fully set out herein.

31. Defendant(s) knowingly held Plaintiff's immigration documentation such as forms I-797, I-129, and green cards (I-140) from which he cannot get any other employment for the purposes of physical, legal, and financial gains with a reckless disregard of the statutory requirements of 18 U.S.C.A. § 1589 (a)(1-4) and (b), which states:

“(a) Whoever knowingly provides or obtains the labor or services of a person by any one of, or by any combination of, the following means--

(1) by means of force, threats of force, physical restraint, or threats of physical restraint to that person or another person;

(2) by means of serious harm or threats of serious harm to that person or another person;

(3) by means of the abuse or threatened abuse of law or legal process; or

(4) by means of any scheme, plan, or pattern intended to cause the person to believe that, if that person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint

(b) Whoever knowingly benefits, financially or by receiving anything of value, from participation in a venture which has engaged in the providing or obtaining of labor or services by any of the means described in subsection (a), knowing or in

reckless disregard of the fact that the venture has engaged in the providing or obtaining of labor or services by any of such means, shall be punished as provided in subsection (d).”

32. Defendant(s) threaten(s) Plaintiff with revoking his visa and deportation in order to get rid of Plaintiff to avoid immigration legal issues for Defendant(s) such as those enumerated at 18 U.S.C.A. § 1589 (c) which states:

“(c) In this section:

- (1) The term “abuse or threatened abuse of law or legal process” means the use or threatened use of a law or legal process, whether administrative, civil, or criminal, in any manner or for any purpose for which the law was not designed, in order to exert pressure on another person to cause that person to take some action or refrain from taking some action.(2) The term “serious harm” means any harm, whether physical or nonphysical, including psychological, financial, or reputational harm, that is sufficiently serious, under all the surrounding circumstances, to compel a reasonable person of the same background and in the same circumstances to perform or to continue performing labor or services in order to avoid incurring that harm.”

33. Defendant(s) threat(s) of deportation alone may support a claim for forced labor. See *Calimlim*, 538 F.3d at 713; see also *United States v. Kozminski*, 487 U.S. 931, 948, 108 S.Ct. 2751, 101 L.Ed.2d 788 (1988) and *Saraswat v. Jayaraman*, Dist. Court, ED New York 2016 (“[T]hreatening ... an immigrant with deportation could constitute the threat of legal coercion that induces involuntary servitude, even though such threat made to an adult citizen of normal intelligence would be too implausible to produce involuntary servitude.”); *Nunag–Tanedo*, 790 F.Supp.2d at 1146 (finding that threats to, among other things, fire Relators, sue them, allow their visas to expire, or deport them sufficiently stated a claim for forced labor); *Garcia*, 2003 WL 22956917, at *4 (holding that threatening deportation “clearly fall[s] within the concept and definition of ‘abuse of legal process’ since the alleged objective for [such conduct] was to

intimidate and coerce [the Relators] into ‘forced labor’ ” (citations omitted)." quoting *Aguirre v. Best Care Agency, Inc.*, 961 F. Supp. 2d 427, 444 (E.D.N.Y. 2013)

34. Defendant(s) forced Plaintiff to work for less than prevailing wages by threats of legal and mental abuse.

35. Defendant(s) forced Plaintiff to work and not pay Plaintiff for non-productive hours between assignments (bench time) causing Plaintiff an inability to survive.

36. Defendant(s) demanded Plaintiff to either pay money (\$10,000.00) in order to retain employment and file Plaintiff’s H1b, or, \$5,000.00 to exit as a layer, and /or \$20,000.00 to file another Labor Conditions Application. Plaintiff was only able to afford to pay \$2,000.00 to Defendant Soft Labs.

37. Defendant(s) forced Plaintiff to pay fees for employment with Defendant(s) out of Plaintiff’s wages, and do so with threats to Plaintiff regarding his visa and employment status.

38. Defendant (s) act or omissions of withholding Plaintiff’s green card and other necessary documentation restrains Plaintiff’s ability to move freely about.

39. Defendant(s), while holding/controlling Plaintiff’s H1b visa status knowingly and willingly allowed managing personnel to verbally and mentally harass Plaintiff.

WHEREFORE, Plaintiff, by and through the undersign counsel, demands trial on all matters pleaded herein and judgment as against all Defendants in an amount to be determined by a jury.

RESPECTFULLY SUBMITTED this the ____ day of July, 2018.

Plaintiff

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, the undersigned authority, in and for said State and County, Kumar S. Pandruvada who being by me first duly sworn, doth deposes and say that the statements contained in the foregoing Complaint are true and correct to the best of his knowledge.

SWORN to and subscribed before me this the ____ day of July, 2018.

NOTARY PUBLIC / STATE AT LARGE
My Commission Expires: _____

/s/Michael Guy Holton
Michael Guy Holton (HOL106)
/s/William H. Fuller
William H. Fuller (FUL026)
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