

No. D-1-GN-21-002303

STATE OF TEXAS, Plaintiff, v. AUSTIN ECO BILINGUAL SCHOOL, ADRIANA RODRIGUEZ and ENRIQUE RODRIGUEZ, Defendants.	§ § § § § § § § §	IN THE DISTRICT COURT OF TRAVIS COUNTY, TEXAS <u>126TH</u> JUDICIAL DISTRICT
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------	-------------------------------------------------------------------------------------------------------------------------

ORIGINAL PETITION FOR RACKETEERING

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, STATE OF TEXAS, acting by and through the Attorney General of Texas, KEN PAXTON, files this Original Petition for Racketeering complaining of AUSTIN ECO BILINGUAL SCHOOL; its owner and operator, ADRIANA RODRIGUEZ, Individually; and ENRIQUE RODRIGUEZ, Individually, and for cause of action would show the Court as follows:

BRIEF SUMMARY OF THE CASE

Adriana Rodriguez trafficked employees at Austin Eco Bilingual School, a Spanish immersion daycare and primary grade school that charges upwards of \$17,000 per year for each student. Adriana Rodriguez’s victims began working at Austin Eco Bilingual School in hopes of achieving financial stability in the United States through a rewarding career in early childhood education. Instead, they found themselves coerced by Adriana Rodriguez to work under threat of arrest and deportation in a school that showed complete disregard for immigration, labor, and childcare licensing laws. Adriana Rodriguez took great pains to present herself as someone with the influence and power to make good on her threats, telling her victims that she was an important person who could destroy them whenever she chose.

I. DISCOVERY CONTROL PLAN

1. Discovery in this case is intended to be conducted under Level 2 pursuant to Tex. R. Civ. P. 190.3. In accordance with Tex. R. Civ. P. 47, the State of Texas gives notice that potential relief sought in this action includes non-monetary remedies.

II. JURISDICTION AND STATUTORY AUTHORITY

2. Tex. Civ. Prac. & Rem. Code 140A authorizes the State of Texas to bring civil suit in district court against a person or entity that engages in conduct that violates Tex. Pen. Code 20A, Trafficking of Persons. TEX. CIV. PRAC. & REM. CODE 140A.002, 101. Attorney General Ken Paxton brings this suit through his Special Prosecutions Division, Human Trafficking and Transnational/Organized Crime Section, in the name of the State of Texas, upon the grounds that Austin Eco Bilingual School and Adriana Rodriguez have engaged in conduct that constitutes labor trafficking in violation of Tex. Pen. Code § 20A.02(a)(1) and (2) and continuous labor trafficking in violation of Tex. Pen. Code § 20A.03. Further, the State of Texas brings this suit against Enrique Rodriguez pursuant to Tex. Civ. Prac. & Rem. Code. 140A.104(c) upon the grounds that he performed, authorized, requested, commanded, participated in, ratified or recklessly tolerated the labor trafficking at Austin Eco Bilingual School.

III. VENUE

3. Venue to hear and determine the matters presented by this petition is properly in the District Court of Travis County, Texas pursuant to Tex. Civ. Prac. & Rem. Code §140A.101(c) because all or part of the alleged labor trafficking occurred in Travis County.

IV. CLAIM FOR RELIEF

4. Plaintiff seeks monetary relief—including penalties, costs, expenses, and attorney fees—in excess of \$250,000 and that could exceed \$1,000,000. Plaintiff also seeks nonmonetary, injunctive relief.

V. DEFENDANTS

5. Defendant, AUSTIN ECO BILINGUAL SCHOOL, the common and assumed name of Spanish Immersion, LLC and Spanish Immersion North, LLC, is a Texas for-profit company, incorporated under the laws of the State of Texas. Austin Eco Bilingual School may be served through its registered agent for service, Adriana Rodriguez, at the registered office address of 8707 Mountain Crest Drive, Austin, Texas 78735, wherever she may be found, or through attorneys of record.

6. Defendant, ADRIANA RODRIGUEZ, is the owner, president, and operator of the business, Austin Eco Bilingual School, having a principal office address of 8707 Mountain Crest Drive, Austin, Texas 78735. Adriana Rodriguez may be served at her business address of 8707 Mountain Crest Drive, Austin, Texas 78735, or at her home address of 10408 Jennys Jump Drive, Austin, Texas 78733, wherever she may be found, or through attorneys of record.

7. Defendant, ENRIQUE RODRIGUEZ, is an agent of Austin Eco Bilingual School and the spouse and partner of Adriana Rodriguez. Enrique Rodriguez may be served at his home address of 10408 Jennys Jump Drive, Austin, Texas 78733, wherever he may be found, or through attorneys of record.

VI. BACKGROUND AND FACTS

A. *Statutory Framework for Labor Trafficking in Texas*

8. A person commits the offense of labor trafficking if the person knowingly traffics another person with the intent that the trafficked person engage in forced labor or services. TEX. PEN. CODE 20A.02(A)(1). A person also commits the offense of labor trafficking if the person receives a benefit from participating in a venture that the person knows involves labor trafficking. TEX. PEN. CODE 20A.02(A)(2). A person commits the offense of continuous labor trafficking if, during a period of 30 or more days in duration, the person engages two or more times in conduct that constitutes labor trafficking against one or more victims. TEX. PEN. CODE 20A.03(A).

9. “Traffic” means to transport, entice, recruit, harbor, provide or otherwise obtain a person by any means. TEX. PEN. CODE 20A.01(4).

10. “Forced labor or services” means labor or services that are performed or provided by another person and obtained through an actor’s use of force, fraud, or coercion. TEX. PEN. CODE 20A.01(2).

11. “Coercion” means, inter alia, a threat, however communicated to commit an offense; inflict bodily injury; accuse a person of any offense; expose a person to hatred, contempt, or ridicule; harm the credit or business repute of any person; or cause a public servant to take or withhold action. TEX. PEN. CODE 1.07(A)(9).

12. Accordingly, a person can commit the offense of labor trafficking in several different ways: among them – recruiting, enticing and employing workers with uncertain immigration status and obtaining their ongoing labor by threatening to cause a public servant to arrest or deport them. A person commits the offense of continuous labor trafficking if they engage in this misconduct more than once in a time period of 30 days or more.

B. Brief Overview of Labor Trafficking in Texas and the United States

13. Labor trafficking is prevalent in Texas. At any given moment, an estimated 234,000 Texas workers are victims of labor trafficking.¹ Traffickers steal approximately \$600 million in wages from Texas labor trafficking victims each year.²

14. Labor traffickers often operate in plain sight, running seemingly legitimate businesses in a wide variety of industries, including agriculture, food service, construction and childcare.³

15. Labor traffickers are opportunists who exploit both citizens and foreign nationals. But workers without clear and certain immigration status are especially vulnerable.⁴ As traffickers know or quickly discover, potential victims who lack permanent or legal residency in the United States are less likely to know their rights or assert them even if they do.

16. Traffickers often manufacture a persona of relative power and prestige, and then deceive their victims about the consequences of disobedience by presenting themselves as well-connected with law enforcement, government, and immigration officials.⁵ Traffickers threaten to report victims' lack of legal status in the United States to law enforcement and immigration officials to coerce victims into providing labor under conditions or for wages that others would not accept. It is also not unusual for traffickers to assert that, even if the victim flees to their home country, the victim will still face consequences from the trafficker's international connections.⁶

¹ Busch-Armendariz, N.B., et al., *Human Trafficking by the Numbers: The Initial Benchmark of Prevalence and Economic Impact for Texas*. Inst. on Domestic Violence & Sexual Assault, U. Tex. Aus. 13 (2016), <https://repositories.lib.utexas.edu/bitstream/handle/2152/44597/idvsa-2016-human-trafficking-by-the-numbers.pdf?sequence=2&isAllowed=y> [hereinafter *Human Trafficking by the Numbers*].

² *Human Trafficking by the Numbers* at 12.

³ *Human Trafficking by the Numbers* at 52; Siskin, A. & Wyler, L. S., Cong. Research Serv., RL34317 *Trafficking in Persons: U.S. Policy and Issues for Congress*. 16 (2012), https://digitalcommons.ilr.cornell.edu/cgi/viewcontent.cgi?article=1986&context=key_workplace.

⁴ *Trafficking in Persons: U.S. Policy and Issues for Congress* at 16-17.

⁵ *Understanding Organization, Operation, and Victimization* at 82.

⁶ *Id.*

17. As a result, victims frequently endure monitoring by their traffickers, restriction of their communication, and persistent threats of deportation, arrest or other harm. These coercive tactics, along with many others, cause victims to feel trapped even when they are not physically restrained.⁷ These tactics are especially effective for victims from countries where corruption is commonplace, police are viewed as dangerous, and people with power and wealth operate with perceived impunity.

18. The population of labor trafficking victims is not limited to poor or uneducated workers living in foreign countries, desperate to come to the United States. Foreign national labor trafficking victims come from diverse educational backgrounds, including many with college and graduate school education looking to advance their skills abroad due to a lack of opportunity in their home country.⁸

19. Although traffickers sometimes identify their victims before they even enter the United States, often the exploitation of victims begins “long after the initial migration process if employers take advantage of a pervasive fear of police and immigration authorities.”⁹ Many victims hear about the employment opportunity through friends or family who do not know the true nature of the job.¹⁰

20. Once connected with a potential victim, traffickers commonly make false promises about a path to legal residency and the professional work environment that the job will provide.¹¹

⁷ Human Trafficking by the Numbers at 48-49.

⁸ Understanding Organization, Operation, and Victimization at 24.

⁹ Owens, Colleen, et al., Understanding Organization, Operation, and Victimization Process of Labor Trafficking in the United States. Urban Inst. & Northeastern Univ., 6 (2014), <https://www.urban.org/sites/default/files/publication/33821/413249-Understanding-the-Organization-Operation-and-Victimization-Process-of-Labor-Trafficking-in-the-United-States.PDF> [hereinafter Understanding Organization, Operation, and Victimization].

¹⁰ Understanding Organization, Operation, and Victimization at 4.

¹¹ Labor Trafficking in the U.S.: A Closer Look at Temporary Work Visas. Polaris Project 3 (Oct. 10, 2015), https://polarisproject.org/wp-content/uploads/2015/10/Labor-Trafficking-in-the-US_A-Closer-Look-at-Temporary-Work-Visas.pdf [hereinafter Labor Trafficking in the U.S.].

During recruitment, traffickers use high pressure tactics like requiring a victim to sign an unfair employment contract in a language the victim does not speak.¹²

21. Victims quickly find themselves in work environments very different than what they were promised, “working longer [hours], for lower wages, in settings they would otherwise avoid.”¹³

22. “Victims of labor trafficking often endure a number of different types of victimization at a given time. These experiences range from those that are exploitative (e.g., wage theft, poor working conditions, and other labor law violations) to those that involve force, fraud, and coercion (e.g., threats or violence, intimidation or control, and deception concerning the consequences of not cooperating with the labor trafficker).”¹⁴

23. Despite their intolerable and illegal work situation, many immigrant victims “believe that they should stay silent and hidden rather than risk any consequences.”¹⁵ In other words, victims fear leaving or reporting their employer and facing harm to themselves or their families; so labor trafficking frequently goes undetected.

C. Labor Trafficking at Austin Eco Bilingual School

General Overview

24. Adriana Rodriguez founded a Spanish language immersion school in 2007, formerly known as Jardin De Niños Interlingua, and later named Austin Eco Bilingual School. Adriana Rodriguez acts as the owner and primary operator with general assistance from her husband and partner, Enrique Rodriguez.

¹² Understanding Organization, Operation, and Victimization at 51.

¹³ Understanding Organization, Operation, and Victimization States at 6; Labor Trafficking in the U.S at 3.

¹⁴ Understanding Organization, Operation, and Victimization at 75.

¹⁵ Global Estimates of Modern Slavery: Forced Labour and Forced Marriage. Int’l. Lab. Off., 22 (2017), https://www.ilo.org/wcmsp5/groups/public/@dgreports/@dcomm/documents/publication/wcms_575479.pdf.

25. This petition identifies seven victims of trafficking from 2013 through 2018.¹⁶ However, Adriana Rodriguez has exploited dozens of school employees over the last 13 years.

26. Adriana Rodriguez has successfully exploited so many employees by using tactics common among labor traffickers. Specifically, Adriana Rodriguez:

- presented herself as a person with power and prestige;
- created an atmosphere of coercion and control where failure to comply with her demands resulted in credible threats of harm such as arrest or deportation; and
- recruited and hired victims with uncertain immigration status or other vulnerabilities that made them especially susceptible to Adriana Rodriguez's apparent authority and ongoing threats.

Power & Prestige

27. Adriana Rodriguez has been recognized in the community for her work at Austin Eco Bilingual School, receiving the Greater Austin Hispanic Chamber of Commerce Businesswoman of the Year award in 2010. Austin Eco Bilingual School has accreditations from or partnerships with the National Association for the Education of Young Children, International Baccalaureate, and Reggio Emilia.

28. However, the reputation and success of Austin Eco Bilingual School and Adriana Rodriguez rest upon a remarkable array of crimes, misrepresentations and lies too numerous to list in this petition – some as jejune as lying about having a Ph.D. from Harvard University; others as serious as having undocumented, untrained teachers conceal their true identities from the Texas Department of Family and Protective Services (DFPS) and hide in closets during licensing inspections.

¹⁶These seven victims have agreed to be identified. However, victims of trafficking often have complex trauma, and the vulnerabilities that existed at the time of the trafficking continue even after their victimization ends. Additionally, three of these victims now reside in Mexico. The State of Texas would like to acknowledge for the record that the identified victims in this suit may change over time as the circumstances of victims – those identified in this petition and those not – change over the course of litigation.

29. Adriana Rodriguez has a long and documented history of presenting herself as a well-connected and influential person in Austin. In 2008, a police officer came to the school after Adriana Rodriguez and a parent got into a heated dispute because Adriana Rodriguez refused to give the parent his child's personal belongings. As captured in the officer's report:

“Rodriguez then began saying how Chief Acevedo has a child there (she later restated that he came to visit the school and was planning to bring his child there) and how he told her if she needed anything for her to just call. She stated that she would make sure he knew about this as she was not happy. She also advised that there were several judges who brought their kids there. She advised that her lawyer was married to one of the judges...”

30. Adriana Rodriguez weaponized these alleged connections with greater effect when speaking to her more vulnerable employees. Former teachers at Austin Eco Bilingual School have quoted Adriana Rodriguez as threatening them with her relationships to former Austin Police Chief Art Acevedo, a sitting Travis County judge, unnamed friends in the United States Immigrations and Customs Enforcement (ICE) and DFPS, and her father, whom she alleges was an important figure in the Mexican government.

31. Adriana Rodriguez even kept a picture of herself with Police Chief Art Acevedo in her purse or glove compartment and would frequently show it to teachers as a reminder of her power.¹⁷

An Atmosphere of Coercion and Control

32. As detailed throughout this petition, Adriana Rodriguez's threats of arrest and deportation stand out as her most blatant and well-defined tactics of coercion. But it is important to understand that her employees received these threats while operating in an already difficult and exploitive environment.

¹⁷ The State of Texas does not believe that Adriana Rodriguez has strong relationships with former Austin Police Chief Art Acevedo or any other state or government official. Although certain government officials visited the school to talk to the students or had children who attended the school, the available evidence suggests only that Adriana Rodriguez exaggerated or fabricated these relationships to intimidate and control others.

33. For instance, the written contract given to employees was exploitive on its face:

a. The contract was provided only in English, which most employees did not speak.

Austin Eco Bilingual School – in its 13-year history during which it likely employed more than 100 Spanish-only speakers – does not appear to have ever translated its contract into Spanish. In any event, Adriana Rodriguez required victims identified in this petition to sign their employment contract without providing a version they could read.

b. Alliance Abroad, a visa-sponsoring agency, refused to sponsor certain Austin Eco Bilingual School employees after deeming their contract exploitive, in part because it did not offer enough pay for the work required. Notably, the school planned to pay workers much less than the amount listed in the contract.

c. The contract only allowed an employee one sick day a year and one personal leave day a year. The personal leave day was “not to be used for recreation,” but for dealing with personal matters that could not be scheduled outside of school hours. The contract expressly prohibited vacation days. If an employee needed more leave than the allotted one day per year, she could be required to pay Austin Eco Bilingual School \$18/hour for each hour missed. To be clear – according to the contract, an employee who missed her second day of work in the course of a 12-month period would not get paid for the day off and Adriana Rodriguez would deduct approximately \$150 from her paycheck.

d. The employment contract also included a presumptively unenforceable non-compete clause, disallowing an employee to work at another Spanish immersion school within 30 miles of any of the school’s locations – meaning, the greater Austin metroplex – for all time. The contract gave Austin Eco Bilingual School the right to sue an employee if she

transferred any “know-how” she acquired at the school. Adriana Rodriguez frequently invoked this clause when threatening to sue employees who attempted to leave.

34. Adriana Rodriguez also threatened employees with legal actions that do not even exist. For instance, Adriana Rodriguez threatened to report employees who left Austin Eco Bilingual School to a non-existent agency called “Labor Affairs,” which would allegedly prohibit them from working anywhere in the U.S. ever again. She also told employees that if DFPS inspectors found violations at the school, the teachers would incur the resulting fine and punishment, including possible jail time, even though childcare licensing violations attach to the school, not the individual teacher, and do not result in confinement.

35. Frequent improper caregiver-child ratios and other DFPS violations added to the coercive environment at the school – not only because it put the teachers in a position of further vulnerability to know they were violating state law, but also because it created an inherently volatile and unpredictable environment where teachers could not possibly meet the demands of their job. Many teachers felt deeply distressed because they could not adequately care for the children they genuinely loved.

36. This distress was made even worse by the fact that teachers often did not receive necessary (and legally-required) safety training. In one instance, a teacher panicked when a baby in her class had a seizure – the teacher did not have any CPR or first aid training, and she began crying and screaming for someone to call an ambulance. In response, her supervisor slapped her across the face.

37. Meanwhile, Adriana Rodriguez subjected her employees to heavy monitoring and placed strict limitations on their communications with each other and parents of children at the school.

a. Teachers were prohibited from talking to each other (with or without children present) and their communications were monitored by the video surveillance system at the school, even after hours.

b. Adriana Rodriguez confronted employees for talking to each other off campus. After a teacher posted a photo on Facebook of her and other Austin Eco Bilingual School employees at a restaurant together, Adriana Rodriguez called each one of them into her office to ask them what they talked about and to remind them that they should not socialize outside of school. The employees had been celebrating a fellow teacher's last round of chemotherapy.

c. Communication between teachers and school parents was similarly restricted and monitored by cameras. In fact, the investigation into labor trafficking at Austin Eco Bilingual School started only after a teacher clandestinely slipped a note to a parent and asked for help.

38. Adriana Rodriguez also subjected her employees to unfair and unlawful payment.

a. Adriana Rodriguez routinely required teachers to work more hours for less pay than promised. One victim who was promised approximately \$12 per hour ended up earning only \$800 for approximately 6 weeks of full-time work (about \$3 per hour).

b. An employee manual for the 2013-2014 school year indicates that beginning teachers could expect to earn \$7 per hour, an amount below minimum wage.

c. Adriana Rodriguez paid several employees "off the books," and used this as another way to pay them unfairly by taking arbitrary and unwarranted paycheck deductions for "taxes" that had no known anchor to actual tax rates.

d. She also required employees to work over holiday breaks with promises of payment, only to withhold that pay or give them clothing or some other unwanted gift as compensation.

e. In some cases, employees worked at Austin Eco Bilingual School for weeks and months at a time without any compensation whatsoever.

39. Paragraphs 33 – 38 list only some of the force, fraud, coercion, misrepresentations, and mistreatments that victims had to navigate and endure at Austin Eco Bilingual School. And it is within this environment that Adriana Rodriguez threatened her victims in order to control and trap them. If victims complained about their pay, hours, duties, or lack of training, Adriana Rodriguez reminded them of their “delicate” situation. If victims expressed concern about the school’s disregard for DFPS regulations and child safety, Adriana Rodriguez threatened them with jail, fines, and allegations of child abuse. If victims tried to leave, Adriana Rodriguez threatened them with a lawsuit, arrest, deportation and family separation. If victims tried to expose Austin Eco Bilingual School, Adriana Rodriguez threatened them with total ruin.

Victims of Labor Trafficking at Austin Eco Bilingual School

40. As discussed more fully above in Section VI.B of this petition, the school environment curated by Adriana Rodriguez had an especially coercive effect on individuals without clear or certain immigration status. So, Adriana Rodriguez willfully and knowingly recruited employees with this vulnerability in mind.

41. Each of the victims identified in this petition had (1) legal status that tied them to Austin Eco Bilingual School; (2) legal status that could expire or be revoked; or (3) no legal status. Austin Eco Bilingual School regularly hired teachers who fall into one of these three categories of

status; again, the victims identified in this petition represent only a sample of the employees whom Adriana Rodriguez and Austin Eco Bilingual School exploited.

42. In addition to potential immigration concerns, several of the victims had other vulnerabilities such as serious medical conditions, recent and sudden single-motherhood, and/or histories of abuse. In each of these cases, Adriana Rodriguez knew of these vulnerabilities and went out of her way to take advantage of them.

43. The victims also came to the United States from places where the types of relationships and power that Adriana Rodriguez ascribed to herself can indeed have serious consequences. In other words, as Adriana Rodriguez well knew, her employees had good reason to believe that she could follow through on her threats of arrest, deportation, legal action, or other ruin – and little reason to believe they could do much about it.

44. Each of the seven victims identified in this petition experienced most, if not all, of the broader exploitation and coercion tactics described above in paragraphs 33 – 38, even if those collective experiences are not specifically reiterated in the following summaries of their individual stories. To preserve their privacy, the State of Texas identifies the victims by initials only.

Victim 1 – A.L, 2014

a. Adriana Rodriguez actively recruited A.L. while A.L. was living in Mexico. A.L. traveled to Austin twice to learn more about the school and her potential role as a kindergarten teacher. Adriana Rodriguez assured A.L. that she would get A.L. a work visa. Yet, before A.L. even arrived in America, Alliance Abroad had informed Adriana Rodriguez that A.L. did not likely meet the criteria for the J-1 visa she sought. Adriana Rodriguez also found an immigration attorney in California to help A.L. However, after A.L. spent all the money she had available for legal assistance, the attorney also determined

that A.L. could not obtain a J-1 visa. Adriana Rodriguez then called another attorney in Houston and promised A.L. she would front the cost of the new legal expenses and later deduct the costs from A.L.'s paychecks. A.L. never received the promised work visa. A.L. began working at Austin Eco Bilingual School immediately after her arrival in Austin, but Adriana Rodriguez refused to pay A.L. for the first month of work, which she referred to as "training." When Adriana Rodriguez did finally pay A.L., she deducted \$800 in "taxes" (a dubiously round number that created an approximate effective tax rate similar to what a single person making more than \$150,000 a year might pay). A.L. never underwent a background check or received the legally-required training to work in a childcare facility. During a DFPS inspection, Adriana Rodriguez lied to an inspector about A.L.'s identity and referred to her by the name of a former school employee who had a proper background check. When A.L. questioned Adriana Rodriguez about this, Adriana Rodriguez reminded A.L. about her tenuous status in the U.S. and told A.L. to do as Adriana Rodriguez directed her. Despite signing a contract to work as a kindergarten teacher, A.L. worked only in the toddler room. A.L. eventually suffered significant health setbacks due to the stress of her work environment, and she presented Adriana Rodriguez with a note from her doctor encouraging the school to lighten her workload. Instead, Adriana Rodriguez increased A.L.'s workload and told her explicitly that A.L. came to America to suffer and that she should accept her fate. When A.L. first attempted to leave her employment at Austin Eco Bilingual School, Adriana Rodriguez threatened to have A.L. deported and separated from her children if A.L. did not stay longer. For the last three weeks of A.L.'s time at Austin Eco Bilingual School, Adriana Rodriguez once again forced her to work without pay.

Victim 2 – M.I., 2014

b. Adriana Rodriguez actively recruited M.I. while M.I. was living in Mexico. M.I. accepted a position at Austin Eco Bilingual School on Adriana Rodriguez's promises of a work visa, substantial salary, and professional work environment where she could further her career in education. Adriana Rodriguez directed M.I. to enter the country on a visitor's visa and pressured her to begin working before her J-1 Visa could be approved. When M.I. received her first paycheck, she discovered that Adriana Rodriguez had underpaid her. When confronted about the underpayment, Adriana Rodriguez told M.I. that M.I. was in a "very delicate situation" so she took \$800 each month for "taxes." M.I.'s attempts to obtain a visa mirrored those of A.L. and occurred simultaneously because they submitted their paperwork together. Alliance Abroad deemed her unlikely to be eligible to obtain a J-1 visa; the attorney in California found her ineligible after exhausting M.I.'s available legal expenses; and M.I. found herself unable to afford the new attorney in Houston. With no prospects of a work permit, and aware that Adriana Rodriguez had defrauded her, M.I. attempted to quit. But Adriana Rodriguez demanded that M.I. continue to work for at least two more weeks. Adriana Rodriguez threatened to call M.I.'s apartment complex to let them know M.I. would no longer have income, which M.I. believed would cause them to evict her and her children. Adriana Rodriguez frequently reminded M.I. that she was "a very important person who could destroy [M.I.] at any moment she chose." In addition, Adriana Rodriguez threatened to call immigration and have M.I. "taken away." M.I. received \$100 for her last two weeks of full-time work, about \$1.25 per hour. When M.I. left Austin Eco Bilingual School, she took a job cleaning houses until she could earn enough money to return to Mexico, where she still lives.

Victim 3 – E.F., 2013-2015

c. E.F. came to Austin Eco Bilingual School after learning about the job through a family member. Adriana Rodriguez offered E.F. a job knowing she did not have legal status to live or work in the United States. She told E.F. that she had helped teachers get a work visa in the past and that she could do the same for E.F. Thrilled to have a job in childcare, and mindful of the bleakness of her overall employment prospects, E.F. tried hard to be a dutiful employee even though she did not have the visa, training, or background checks required for the job. Adriana Rodriguez told E.F. that if DFPS found any shortcomings during their inspections – something as little as an unclean bottle – they could hold E.F. responsible with fines and jail time. E.F. was also told that Adriana Rodriguez could report her to immigration and have her children taken from her. During her employment, E.F. also underwent treatment for breast cancer. Since her contract did not allow for paid sick leave, she scheduled her chemotherapy in the early mornings or late afternoons. For the same reasons, she scheduled her double-mastectomy during the school's Christmas break. Despite E.F.'s illness and continued work ethic, Adriana Rodriguez gave E.F. no breaks or reprieve from her coercive tactics. Then, in early 2015, while E.F. was still in the initial stages of recovering from her surgery, the Department of Homeland Security and DFPS began investigating Austin Eco Bilingual School for its practice of hiring workers without proper visas or background checks. With the school's illegal employment practices suddenly under scrutiny, Adriana Rodriguez fired E.F. and accused her of lying to the school about her immigration status for the prior 3 years.

Victim 4 – Y.B., 2017

d. Y.B. learned about Austin Eco Bilingual School through her sister, D.B., who also worked there. Y.B. desperately needed the job because she had recently and suddenly become a single mother, and she needed money to apply for renewed DACA status to lawfully remain in the United States. She also lacked a work permit. Adriana Rodriguez hired Y.B. “off the books” by adding a “bonus” to D.B.’s paycheck that D.B. would then give to Y.B. Adriana Rodriguez enticed Y.B. to work at Austin Eco Bilingual School by falsely promising to pay Y.B. \$12 per hour to work 40 hours a week as a lead teacher in a classroom with a teacher’s aide. During her employment at Austin Eco Bilingual School, Y.B. supervised the infant classroom by herself. Then, Adriana Rodriguez severely underpaid Y.B. on her first “paycheck.” When Y.B. complained, Adriana Rodriguez promised to add the full amount to the next paycheck. Instead, she severely underpaid Y.B. again. When Y.B. put in her two weeks’ notice and complained about her pay again, Adriana Rodriguez threatened to call immigration on Y.B. Y.B. did not receive pay for the last two weeks of work and earned \$800 for six weeks of full-time work, or approximately \$3 per hour.

Victim 5 – K.L., 2015

e. K.L. is an experienced educator from Mexico who came to Austin Eco Bilingual School in hopes of increasing her career prospects by gaining experience in the United States. K.L. obtained a proper visa to work at Austin Eco Bilingual School. She could theoretically transfer her work visa to another employer, but she would first need to return to Mexico and re-enter the United States. When K.L. arrived at the school, Adriana Rodriguez presented the contract in English, which K.L. does not speak. When K.L. asked

for a translated version, Adriana Rodriguez told her to just sign it. Shortly thereafter, K.L. found herself working in an environment very different from the one Adriana Rodriguez promised – her skills and experience were not utilized, and she was required to cover-up frequent violations of DFPS regulations. To maintain K.L.’s compliance, Adriana Rodriguez would berate her and threaten to make a false report to ICE that K.L. abused children. As Adriana Rodriguez well knew, these threats bound K.L. to Austin Eco Bilingual School because a report of abuse would prohibit K.L. from making a successful re-entry into the United States to transfer her work visa. In the meantime, Adriana Rodriguez promised K.L. that Austin Eco Bilingual School would sponsor K.L.’s work visa for another year. However, about a week before the deadline to renew the visa, Adriana Rodriguez told K.L. that she heard K.L. talking about her on the school camera system (over the weekend while K.L. was working extra hours). As a result, Adriana Rodriguez decided not to renew the visa. Afraid that Adriana Rodriguez would make good on her threats to report her to ICE, K.L. – now with only days remaining on her visa – left many of her belongings behind and fled to Mexico, where she still lives.

Victim 6 – G.F., 2015

f. G.F. is an experienced educator in Mexico who came to Austin Eco Bilingual School specifically to work in an International Baccalaureate (IB) member school because she had already received IB training. G.F. had a work visa that tied her to Austin Eco Bilingual School. Adriana Rodriguez promised G.F. a job creating curriculum and resources for teachers in a professional work environment. But G.F.’s experience at Austin Eco Bilingual School was neither professional nor what she was promised. Adriana Rodriguez elicited compliance from G.F. by promising to ruin her reputation with IB if G.F.

displeased her. G.F. felt like she was constantly being watched, in large part because Adriana Rodriguez made frequent comments to her about how the “cameras could see everything.” Adriana Rodriguez eventually escalated her threats and told G.F. that she would call ICE to have G.F. and her children deported. Despite her concerns that Adriana Rodriguez would make good on her threats of deportation, as well as ruin her chances of ever working in the United States or an IB school in Mexico, G.F. finally left Austin Eco Bilingual School because she had to travel to Mexico so her daughter could have surgery. When Adriana Rodriguez refused to give her the needed time off, G.F. left and never returned to work at Austin Eco Bilingual School.

Victim 7 – V.S., 2017-2018

g. V.S. came to the United States seeking asylum from Venezuela. She pursued employment at Austin Eco Bilingual School because she understood from a family member that she could get a job there even without a work permit. V.S. had virtually no experience with children and received no training before starting her job. Despite V.S.’s lack of training or experience, Adriana Rodriguez tasked her with caring for 7 infants in direct violation of state regulations which require a 4:1 infant to caregiver ratio. In addition, the classroom did not have a crib for every infant in V.S.’s care. So, V.S. was forced to place babies in swings to sleep, which also violates DFPS regulations. A few months into her employment at Austin Eco Bilingual School, a baby in V.S.’s classroom had a seizure. V.S. had not received any first aid or CPR training. She ran down the hall to her supervisor’s office, screaming for someone to call 9-1-1. The supervisor slapped her across the face. When V.S. voiced her concerns about the operation of Austin Eco Bilingual School, Adriana Rodriguez threatened her with jail or deportation, telling V.S. “it would be so sad if you had to go back to

Venezuela” and “you’re too pretty for jail.” As if these threats were not disturbing enough, Adriana Rodriguez would stroke V.S.’s hair as she made them.

D. Applying the Facts to the Statutory Framework for Labor Trafficking in Texas

45. Adriana Rodriguez and Austin Eco Bilingual School committed the offense of labor trafficking because they knowingly trafficked their victims with the intent that the victims engage in forced labor. TEX. PEN. CODE 20A.02(A)(1). Adriana Rodriguez and Austin Eco Bilingual School also committed the offense of labor trafficking because they received a benefit from their participation in the labor trafficking venture. TEX. PEN. CODE 20A.02(A)(2). Adriana Rodriguez and Austin Eco Bilingual School further committed the offense of continuous labor trafficking because they engaged in labor trafficking against one or more victims over a period of 30 days or more. TEX. PEN. CODE 20A.03(A).

46. “Traffic” means to transport, entice, recruit, harbor, provide or otherwise obtain by any means. TEX. PEN. CODE 20A.01(4). Adriana Rodriguez enticed, recruited and otherwise obtained victims to work at Austin Eco Bilingual School. More specifically, Adriana Rodriguez enticed, recruited and otherwise obtained victims whom she knew had uncertain immigration status and other vulnerabilities.

47. Forced labor or services means labor or services obtained through force, fraud, or coercion. TEX. PEN. CODE 20A.01(2).

a. Adriana Rodriguez and Austin Eco Bilingual obtained labor through fraud. As detailed above, Adriana Rodriguez made significant misrepresentations about employment at Austin Eco Bilingual School that she knew were untrue to lure people to work for her. She lied to her victims about the amount of payment they would receive, the training and experience they could obtain, the hours they would work, the duties they would perform,

and the overall environment they could expect. She misrepresented the school's interest or ability to help victims with their immigration status. In some instances, these promises enticed victims to leave their home country and move to the United States. This paragraph does not comprise an exhaustive list of the ways that Adriana Rodriguez and Austin Eco Bilingual School used fraud to obtain the labor of victims.

b. Adriana Rodriguez and Austin Eco Bilingual School obtained labor through coercion. Adriana Rodriguez threatened to "accuse a person of [an] offense" when she threatened to falsely report that victims committed child abuse. She also threatened to "harm the credit or business repute" of her victims when she threatened to file baseless lawsuits against them or make reports to International Baccalaureate, the Ministry of Education in Mexico (through her father), future employers, and the imaginary "Labor Affairs." She threatened to "cause a public servant to take or withhold action" when she threatened to have her victims arrested or deported if they did not comply with her demands. She added to her coercion and threats by claiming to have close relationships with high-ranking police officers, judges and other government officials. Adriana Rodriguez and Austin Eco Bilingual School further created an environment of coercion by placing their victims in an untenable work environment where: they were forced to violate DFPS regulations and provide substandard care for children; they were bound to an unfair contract they could not read or understand; and their communications were restricted and monitored. This paragraph does not comprise an exhaustive list of the ways that Adriana Rodriguez and Austin Eco Bilingual School used coercion to obtain the labor of victims.

c. Adriana Rodriguez and Austin Eco Bilingual School obtained labor through force when they sanctioned the physical abuse of a victim. This paragraph does not comprise an

exhaustive list of the ways that Adriana Rodriguez and Austin Eco Bilingual School used force to obtain the labor of victims.

48. Adriana Rodriguez and Austin Eco Bilingual School received a financial benefit from participating in the labor trafficking venture. According to the school's website, tuition and fees range from \$1,248 per month to \$1,388 per month, or \$14,976 to \$16,656 per year. According to a December 10, 2013 online article for which Adriana Rodriguez gave an interview, the school received around \$800,000 in yearly revenue for each of the three locations in existence at that time.¹⁸

49. Adriana Rodriguez and Austin Eco Bilingual School engaged in continuous labor trafficking because the time period during which Adriana Rodriguez and Austin Eco Bilingual School trafficked the victims named in this petition spans approximately 5 years, from 2013 to 2018.

VII. CAUSE OF ACTION – CIVIL RACKETEERING

50. The State of Texas brings this suit pursuant to Tex. Civ. Prac. & Rem. Code §§ 140A.101(a) and 140A.102.

51. Adriana Rodriguez and Austin Eco Bilingual School committed the offense of racketeering (i.e. trafficking of persons) under Tex. Civ. Prac. & Rem. Code 140A in that Adriana Rodriguez and Austin Eco Bilingual School, for financial gain, knowingly trafficked persons with the intent that the trafficked persons engage in services which were obtained by Adriana Rodriguez or Austin Eco Bilingual School through force, fraud, or coercion; and in that Adriana Rodriguez and Austin Eco Bilingual School knowingly received a benefit from participating in a venture that involved the trafficking of persons; and in that Adriana Rodriguez and Austin Eco Bilingual

¹⁸ <https://thestoryexchange.org/bootstrapping-entrepreneur-bets-family-home/>

School engaged in labor trafficking of one or more victims for a time period of 30 days or more; and their offensive conduct occurred in more than one county of this state or was facilitated by communication from one county of this state to another.

52. Austin Eco Bilingual School is alternatively liable for the labor trafficking of its employees pursuant to Tex. Civ. Prac. & Rem. Code § 140A.104(d) in that Adriana Rodriguez, as a high managerial agent, performed, authorized, requested, commanded, participated in, ratified or recklessly tolerated the labor trafficking for the financial benefit of Austin Eco Bilingual School.

53. Enrique Rodriguez is liable for the conduct of Adriana Rodriguez and Austin Eco Bilingual School pursuant to Tex. Civ. Prac. & Rem. Code 140A.104(c) in that he performed, authorized, requested, commanded, participated in, ratified or recklessly tolerated the labor trafficking at Austin Eco Bilingual School. Further, Enrique Rodriguez received financial benefit from the labor trafficking at Austin Eco Bilingual School because he received a paycheck for his participation in the school's operation as well as household income provided to him through his marriage to Adriana Rodriguez.

VIII. DISGORGEMENT

54. Adriana Rodriguez and Austin Eco Bilingual School have profited through the ill-gotten gains generated by labor trafficking and their other crimes and misdeeds. In turn, Adriana Rodriguez, Enrique Rodriguez and Austin Eco Bilingual School have relied on those ill-gotten gains to operate and fund Austin Eco Bilingual School and other enterprises. Under the equitable remedy of disgorgement, Adriana Rodriguez, Enrique Rodriguez and Austin Eco Bilingual School should be required to relinquish all ill-gotten gains, profits, benefits, assets and property obtained or generated as a result of their unlawful conduct. Such disgorgement should be to the benefit of their identifiable victims and the State of Texas.

IX. CONDITIONS PRECEDENT

55. All conditions precedent to the State's claim for relief have been performed or have occurred.

X. PRAYER FOR RELIEF

The State of Texas respectfully requests the following relief:

56. That Austin Eco Bilingual School, Adriana Rodriguez and Enrique Rodriguez be cited according to law to appear and answer herein;

57. That after due notice and hearing, a Temporary Injunction be issued; and upon final hearing, a Permanent Injunction be issued, restraining, prohibiting and enjoining Austin Eco Bilingual School, Adriana Rodriguez and Enrique Rodriguez – and each officer, agent, servant, employee, attorney and other party acting in concert or participation with them who receives actual notice of the order, including banking and financial institutions or other entities holding assets in the name or under the control of Austin Eco Bilingual School, Adriana Rodriguez or Enrique Rodriguez – from engaging in conduct to facilitate racketeering or avoidance of payment of a final judgment, as follows:

a. Transferring, concealing, destroying, or removing from the jurisdiction of this Court any books, records, documents, or other written or computer-generated materials relating to the business of Austin Eco Bilingual School, Adriana Rodriguez or Enrique Rodriguez currently or hereafter in the possession, custody or control of Austin Eco Bilingual School, Adriana Rodriguez or Enrique Rodriguez, except in response to further orders or subpoenas in this cause;

b. Transferring, spending, concealing, encumbering, withdrawing, removing or allowing the transfer, removal, or withdrawal from any financial institution or from the

jurisdiction of the Court, any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property, real, personal or mixed, wherever situated belonging to or owned by, in the possession or custody of, standing in the name of, or claimed by Austin Eco Bilingual School, Adriana Rodriguez or Enrique Rodriguez without further order of this Court;

c. Pursuing or threatening to pursue any legal action against current or past employees of Austin Eco Bilingual School for the employees' decision to speak about their experiences at Austin Eco Bilingual School, or for any alleged breach of contract or fiduciary duty that occurred more than 4 years ago;

d. Contacting or threatening to contact any government official or other person for the purposes of restricting the freedom, reputation or livelihood of current or past employees of Austin Eco Bilingual School or the family members of current or past employees of Austin Eco Bilingual School for conduct performed as part of their employment at Austin Eco Bilingual School, except as required to participate in this cause;

58. That upon final determination of liability, the Court issue an order that:

a. Requires Adriana Rodriguez and Enrique Rodriguez to divest any direct or indirect interest in Austin Eco Bilingual School and any similar or related endeavors or enterprises;

b. Prohibits Adriana Rodriguez and Enrique Rodriguez from owning, operating, managing, consulting, or otherwise participating in an endeavor or enterprise that involves bilingual education, early childhood education or childcare in the state of Texas;

c. Requires the dissolution of Austin Eco Bilingual School and any other endeavor or enterprise managed in whole or in part by Adriana Rodriguez or Enrique Rodriguez that received money or other financial gain from the operation of Austin Eco Bilingual School;

d. Orders the recovery of costs occurred in obtaining injunctive relief or civil remedies or in conducting investigations under Tex. Civ. Prac. & Rem. Code 140A, including court costs, investigation costs, attorneys' fees, witness fees and deposition fees.

e. Orders payment to the State of Texas of an amount equal to the gain acquired or maintained through racketeering, or the amount otherwise awarded upon the final determination of this suit;

f. Orders payment to the State of Texas a civil penalty in the amount of \$250,000 for each separately alleged and proven act of racketeering;

g. Orders payment to the State of Texas damages for racketeering conduct shown to have materially damaged the state;

h. Orders disgorgement of assets, as provided by law; and

i. Pre-judgment and post-judgment interest on all awards of damages or civil penalties.

59. The State of Texas further prays for such other relief to which it may justly be entitled as warranted by the evidence and the Court's authority.

Respectfully submitted,

KEN PAXTON
Attorney General of Texas

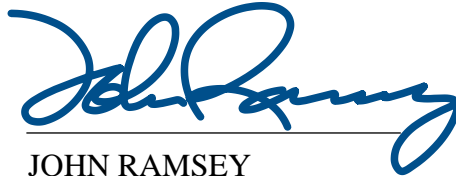
BRENT WEBSTER
First Assistant Attorney General

GRANT DORFMAN
Deputy First Assistant Attorney General

JOSH RENO
Deputy Attorney General for Criminal Justice

ANGELA GOODWIN
Associate Deputy Attorney General for Special
Prosecutions

CARA FOOS PIERCE
Deputy Division Chief of the Human Trafficking
and Transnational/Organized Crime Section



JOHN RAMSEY
Assistant Attorney General
State Bar No. 24051227
John.Ramsey@oag.texas.gov
BRITTANY WHITTLE
Assistant Attorney General
State Bar No. 24106063
Brittany.Whittle@oag.texas.gov

**ATTORNEYS FOR PLAINTIFF,
STATE OF TEXAS**

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Tommy Tran on behalf of John Ramsey
Bar No. 24051227
tommy.tran@oag.texas.gov
Envelope ID: 53580434
Status as of 5/20/2021 2:26 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Randy Tom Leavitt	12098300	randy@randyleavitt.com	5/19/2021 8:38:33 AM	SENT
Susan Perry Burton	3479350	sburton@cornellsmith.com	5/19/2021 8:38:33 AM	SENT
John Ramsey		john.ramsey@oag.texas.gov	5/19/2021 8:38:33 AM	SENT
Brittany Whittle		Brittany.Whittle@oag.texas.gov	5/19/2021 8:38:33 AM	SENT
Tommy Tran		tommy.tran@oag.texas.gov	5/19/2021 8:38:33 AM	SENT