

AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Northern District of Texas

FILED

July 21, 2020

KAREN MITCHELL  
CLERK, U.S. DISTRICT COURT

United States of America )  
v. )  
Jose Ramon Huaracha Escamilla )  
)  
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)  
)  
)  
)

Case No.  
2:20-MJ-92

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of February 2018 through June 2020 in the county of Hartley in the  
Northern District of Texas, the defendant(s) violated:

<i>Code Section</i>	<i>Offense Description</i>
18 USC 1351	Fraud in Foreign Labor Contracting
18 USC 1349	Conspiracy to Commit Fraud in Foreign Labor Contracting

This criminal complaint is based on these facts:

see attached affidavit in support of complaint.

Continued on the attached sheet.

s/ Sean P. Kilcoyne

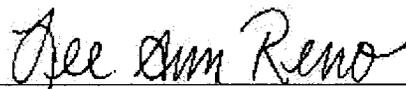
*Complainant's signature*

Sean P. Kilcoyne, DOL-OIG SA

*Printed name and title*

Sworn to before me and signed in my presence.

Date: 07/21/2020



*Judge's signature*

City and state: Amarillo, Texas

Lee Ann Reno, United States Magistrate Judge

*Printed name and title*

2:20-MJ-92

**AFFIDAVIT IN SUPPORT OF COMPLAINT**

I, Sean P. Kilcoyne, being duly sworn, depose and state:

1.) I am a Special Agent with the U.S. Department of Labor, Office of Inspector General, Office of Labor Racketeering and Fraud Investigations (OILRF) and have been so for the last twenty-five (25) years. I have twenty-seven (27) years of federal law enforcement experience, including two (2) years of service with the Department of Justice, Immigration & Naturalization Service, as an Immigration Inspector. I have a Bachelor degree in Political Science from Missouri State University and have completed the Criminal Investigator Training Program and Immigration Inspector Training Program at the Federal Law Enforcement Training Centers. My current duties as a Special Agent include criminal investigations that involve: violations of immigration law related to temporary H visa worker programs; violations of labor trafficking; fraud in foreign labor contracting; matters of public corruption; illegal organized crime activities including extortion, theft, and racketeering schemes; and investigations into other violations of law concerning government programs. I have been a case agent on multiple investigations concerning foreign labor certification fraud within the H visa programs classification and was a lead agent on a labor trafficking case charged under the RICO statutes, which included the first convictions under the fraud in foreign labor contracting statute after it was enacted.

2.) This affidavit is made in support of a complaint and arrest warrant for Jose Ramon Huaracha Escamilla (Huaracha), aka Ramon Huaracha (Defendant) on grounds that he committed a violation of Title 18 U.S.C. § 1349 (Conspiracy to Commit Fraud in Foreign Labor Contracting). A conspiracy to commit fraud in foreign labor contracting occurs when: (1) two

or more people agreed to commit fraud in foreign labor contracting; (2) the defendant voluntarily and intentionally joined the agreement at some point; and (3) the defendant knew the purpose of the agreement. The substantive offense for committing fraud in foreign labor contracting, Title 18 U.S.C. § 1351, occurs when someone: (1) recruits, solicits, or hires a person outside the United States, or causes another person to do so, or attempts to do so; (2) does so by means of materially false or fraudulent pretenses, representations or promises regarding that employment; and (3) acts knowingly and with intent to defraud 18 U.S.C. § 1351.

3.) This affidavit is made for the purpose of establishing probable cause in support of a federal arrest warrant and therefore contains only a summary of relevant facts. This affidavit is based on my training, experience, personal knowledge and observations in this investigation; upon my discussions with other law enforcement officers and agents directly involved in this investigation; and upon my review of official reports and records related to this investigation.

4.) In connection with my official duties, I have participated in the investigation of fraud in foreign labor contracting and visa fraud as committed by Huaracha and other individuals associated to a large scale farming operation near Dalhart, Texas. Information obtained as a result of the joint investigative efforts of both agencies is being shared between the two agencies, to the extent permitted by rule and law.

**Description of the H-2A Temporary Worker Program**

5.) H-2A visas are commonly referred to as "temporary agricultural work visas." The H-2A temporary agricultural workers visa program is administered by three government agencies: the U.S. Department of Labor, Employment and Training Administration's Office of Foreign Labor Certification (DOL); the U.S. Citizenship and Immigration Services (USCIS) and the U.S.

Department of State. The H-2A visa program is intended for temporary seasonal, intermittent, one-time, or peak-load positions and, as such, these visas are generally issued for periods of no more than one year. Generally, an H-2A worker's overall duration of does not exceed a year, after which the worker must depart and remain outside the United States for at specific duration of time before seeking readmission. H-2A workers are not allowed to adjust to Legal Permanent Resident (LAPR) status.

6.) The H-2A program allows United States employers to fill specific temporary agricultural jobs with foreign national employees. The H-2A agricultural workers program does not have a statutory numerical limit or cap on the number of visas issued in a given year. Only foreign nationals from countries approved by USCIS are eligible to receive H-2A visas.

7.) For an employer ("petitioner" and/or "employer" used interchangeably or in combination from here on after) to qualify for the H-2A non-immigrant classification, permitting foreign nationals H-2A beneficiaries (H-2A workers) to work for their business, the petitioning employer must establish or demonstrate all of the following:

- a. The need for the labor is temporary, regardless of whether the underlying job can be described as permanent or temporary. The employer's need is considered temporary if it is a seasonal need, a one-time need, a peak load need, or an intermittent need.
- b. There is not a sufficient number of United States workers who are able, willing, or qualified and available to do the temporary work.
- c. The employment of H-2A workers will not adversely affect the wages and working conditions of similarly employed workers in the Unites States.

**The H-2A Visa Application Process and Program Regulations**

- 8.) In order for a petitioning employer to hire H-2A workers, the employer must first receive approval from DOL to hire the foreign workers.
- 9.) To apply for H-2A workers, employers must take all of the following steps:
  - a. The petitioning employer files a job order with the State Workforce Agency using a Form ETA 790, Agricultural and Food Processing Clearance Order. This form details all the benefits, wages, and working conditions of the job.
  - b. The petitioning employer files a form ETA 9142A, Application for Temporary Employment Certification with DOL, along with the approved ETA Form 790. After reviewing this, DOL will give the employer guidance on recruiting workers in the United States, both citizens and legal permanent residents ("U.S. Workers").
  - c. The petitioning employer attempts to recruit U.S. Workers through both the State Workforce Agency and through other advertisements contacting former U.S. Workers, and any additional steps as required by DOL.
  - d. The petitioning employer submits to DOL the recruitment report, the State Workforce Agency housing certification (which states the proposed housing for the workers meets applicable standards), and a copy of the employer's workers' compensation insurance policy.
- 10.) While there are no physical signatures on the ETA Form 9142A, the petitioning employer or their preparer must make the following declaration for the completion of the form:

***I. Declaration of Employer and Attorney/Agent***

*In accordance with Federal regulations, the employer must attest that it will abide by certain terms, assurances and obligations as a condition for receiving a temporary labor certification from the U.S. Department of Labor. Applications that fail to attach Appendix A will be considered incomplete and not accepted for processing by the ETA application Processing center.*

*1. For H-2A Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in Appendix A. (by checking a box Yes)*

the accompanying General Instructions for the form 9142 then further cautions the petitioning employer about the completion of the form with the following language:

***IMPORTANT: Please read these instructions carefully before completing the ETA Form 9142 – Application for Temporary Employment Certification. These instructions contain full explanations of the questions and attestations that make up the ETA Form 9142. In accordance with Federal Regulations, incomplete or obviously inaccurate applications will not be certified by the Department of Labor. ALL required fields/items must be completed as well as any fields/items where a response is conditioned on the response to another required field/item.***

*Anyone, who knowingly and willingly furnishes any false information in the preparation of ETA Form 9142 and any supporting documentation, or aids, abets, or counsels another to do so is committing a federal offense, punishable by fine or imprisonment up to five years or both (18 U.S.C. §§ 2, 1001). Other penalties apply as well to fraud or misuse of this immigration document and to perjury with respect to this form (18 U.S.C. §§ 1546, 1621).*

The petitioning employer must provide a written or digital signature on an H-2A Agricultural Clearance Order Form ETA-790A, which is a required supplemental that must be completed for the application process in which the employer provides the following declaration:

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the*

*best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

DOL relies on the factual accuracy contained within the form ETA 9142 and supplemental forms in making the determination as to whether the application will be approved or denied. DOL relies on the signature of the petitioning employer certifying that the ETA 9142 is true and accurate, found on the Appendix, and will not review or approve an ETA 9142 that is not certified by the petitioning employer under penalty of perjury. After review of the ETA 9142, DOL issues a Final Determination Letter indicating whether an employer's application has been approved or denied. This certification may not be transferred to another employer.

12.) Once a petitioning employer is granted a temporary labor certification to hire H-2A workers, it must pay an application fee of \$100 as well as an additional \$10 for each worker certified, with the total not exceeding \$1,000.

13.) Once the petitioning employer is granted a temporary labor certification from DOL, the petitioning employer files a Form I-129 Petition for a Nonimmigrant Worker, Petition for a Nonimmigrant Worker ("I-129 Petition") with USCIS. This petition restates much of the information from the temporary labor certification including job title, location, duration, and wages or salary. The petitioning employer must sign the form, thereby certifying under penalty of perjury that the petition and the evidence submitted with it is all true and correct to the best of their knowledge. USCIS relies on the factual accuracy of the I-129 Petition in making the

determination of whether the application is approved or denied. USCIS relies on the signature of the petitioning employer certifying that the I-129 Petition is true and accurate. USCIS will not review or approve an I-129 Petition that is not certified by the petitioning employer under penalty of perjury.

14.) In many instances (including this case), I-129 Petitions are completed and filed on behalf of the petitioning employer by a "preparer," which may include law firms, agents, other persons, or businesses. The preparer is required to submit a form G-28 stating they are an attorney or a representative who has been accredited by the Board of Immigration Appeals.

15.) To file an I-129 Petition, the petitioning employer must pay a filing fee of \$460 to USCIS.

16.) Upon the approval of the I-129 Petition, the foreign nationals (beneficiaries) may then apply for their H-2A visas at a U.S. Embassy or Consulate overseas using the electronic Form DS-160, Consular Electronic Application. While the form does not have a place for a signature, when the foreign national arrives at the Embassy or consulate for the visa interview, they will submit their fingerprint and certify under penalty of perjury that all the statements in the visa application and anything they say during the visa interview is true to the best of their knowledge. An H-2A visa is only valid to permit the alien beneficiary/worker to enter and work for the petitioner in the specific position described in the petition.

17.) The H-2A visa foil bears the following information the name and picture of the alien beneficiary/worker; the I-129 Petition number for the approved issuance of the H-2A visa; and the name of the petitioning employer it was issued along with work location and the time period the authorized work stay was approved for.

18.) The H-2A worker is responsible for payment of the \$190 visa application fee.

19.) Foreign nationals already in the United States who are just changing from one petitioning employer to another will not need to obtain a new visa but may not begin working for a new petitioning employer until a new I-129 Petition is filed and approved by the employer.

20.) Federal Regulations<sup>1</sup> and laws outlined under Section 218 of the Immigration and Nationality Act (INA) provide certain assurances to H-2A workers that must be complied with as a matter of law. As part of these assurances, regulations prohibit employers, agents, attorneys, recruiters or any third-party agents/agencies and/or facilitators working for them from collecting any money from the H-2A workers for fees associated with the program. This includes the H-2A labor certification fees, the I-129 Petition filing fees, the Fraud Prevention and Detection Fees, recruitment costs or any fee to allow the person to apply for the H-2A visa on a certain petition (commonly referred to as "pay-to-play" fees). The regulations specify the meaning of the term payment to include, but not be limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor. Furthermore, unless it is commonly accepted in the industry for the workers to provide their own tools, the employer must provide them to the workers for the job at no cost. USCIS can deny or revoke a petition if it learns a foreign national paid any of these fees.

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<sup>1</sup> 8 CFR 214.2(h)(5)(xi)(A); 8 CFR 214.2(h)(6)(i)(B).

21.) Employers of H-2A workers must also provide housing for the workers and transportation to/from the job site. Additionally, at the beginning and end of the job, H-2A employers must provide transportation for the workers to and from their home countries.

22.) A petitioning employer who employs H-2A workers must notify USCIS if the employment ends more than thirty days prior to the end of the approved employment term. Furthermore, the employer must also notify USCIS if the H-2A worker does not arrive at work within five days of the start date, if the worker fails to report to work for five consecutive days without consent of the employer, or if the worker's employment is terminated prior to the completion of the job.

23.) Federal regulations provide that a petition can be denied or revoked where a beneficiary paid or agreed to pay the employer, an agent, facilitator, recruiter, or similar employment service type of entity any fees or compensation. Denial or revocation is required if payment of those fees or compensation was a condition of the employment offer under the H-2A visa.

**Background of H-2A Sponsoring Employer**

24.) Blaine Larsen Farms, Inc. (Larsen Farms) is a privately-held potato grower headquartered in Idaho Falls, Idaho. It is owned by Blaine Larsen who founded the company in 1966. It is one of the larger potato growing companies in the U.S. with operations in four states and a distribution network spanning the country. Larsen grows other types of crops and manages various livestock as well. Larsen's largest farming operation is located on 12295 County Road 11 just outside of Dalhart, Texas.

25.) The Larsen farms labor force is predominately comprised of foreign national workers from Mexico authorized to work under H-2A visa authority. Larsen Farms obtains employment authorization on behalf of these non-immigrant workers through the H-2A Temporary Agricultural Worker Program. Larsen will employ as many as four hundred (400) H-2A visa workers at its farming operations any given year. Larsen Farms uses Attorneys as an agent to prepare and file applications and petitions for H-2A workers with the DOL and USCIS. Larsen Farms bears all the cost associated with the filing of Alien Employment Certifications with DOL and the I-129 forms with USCIS. Additionally, Larsen farms supply housing and provides transportation for H-2A workers to and from job sites and into the surrounding areas for shopping. Larsen Farms also provides the transportation and related costs for H-2A workers from Mexico to the U.S. and the return costs for those workers back to Mexico.

**Fraud in Foreign Labor Contracting - Illegal Payments**

26.) From May 27, 2020 through June 18, 2020, your Affiant along with Special Agents from OILRF and HSI interviewed or had conversations with former and current employees of Larsen Farms including Human Resource Personnel, Owner Blaine Larson and non-immigrant workers authorized for employment at Larsen Farms operations near Dalhart, Texas. The interviews were conducted as part of an investigation into allegations of possible labor trafficking, fraud in foreign labor contracting and/or visa fraud concerning the employment of H-2A non-immigrant workers at Larsen Farms. During the interviews, your Affiant and other investigators learned former Farm/Field Operations Manager at Larsen Farms, Ramon Huaracha, had concocted a "pay to play" scheme wherein he collected \$1,000 up to \$1,500 from Mexican foreign nationals working at or seeking employment with Larsen Farms through the H-2A Temporary Agriculture

Worker Program. It was learned that Huaracha, his family members in Mexico and other surrogates of his choosing approached prospective H-2A recruits in Mexico and current H-2A workers on the job at Larson Farms to tell them they would need to pay Huaracha to get their names placed on a list Huaracha controlled that was used by Larsen Farms to obtain names of workers for the purpose of sponsoring them for H-2A visas the next farming season. These illegal “placeholder” payments were made by first time and returning H-2A workers. The only H-2A visa workers who were not charged by Huaracha and others were his many family members from Mexico working at Larsen Farms. Huaracha gave paying H-2A workers the option to pay him up front or to make payments to him once they began working and receiving their pay.

**Interviews of Larsen Management and H.R. Personnel**

27.) On May 28<sup>th</sup>, 2020 former Larsen Farms H.R. Manager Rebecca Guerra was interviewed by your Affiant and other investigators and stated orally and in writing the following: Guerra and her Larsen colleagues had discussions about H-2A workers being charged money by Ramon Huaracha and his brother Antonio Huaracha, the General Farms Manager. The name mentioned most in that regard was Ramon Huaracha. However, Ramon Huaracha was careful to not get his hands too dirty. Ramon Huaracha chose specific H-2A workers he knew well and who had been to work at Larsen on multiple H-2A visas visits, since they knew how things worked. H-2A worker No. 6 told her Ramon Huaracha instructed him to contact H-2A workers to “have the talk with them” about how much money they would have to pay and warn them not to mention to anyone they had to pay money to anyone to be placed on the H-2A list which Ramon Huaracha, Antonio Huaracha and other supervisors controlled. Those other supervisors

included warehouse supervisor Xavier Lopez Palacios (AKA Fernando Montes), H-2A supervisor Armando Diaz Gonzalez, H-2A supervisor Ever Camacho, and H-2A supervisor Guillermo Huaracha, who is also a brother to Ramon and Antonio Huaracha. Those supervisors all had a say as to who was or was not placed on the list. Guerra believed H-2A workers paid half in Mexico before leaving and the remainder after arriving in the U.S. All of the information Guerra provided came from conversations she held with H-2A worker No. 6 and from her long term observations as to what was going on from the time she arrived at Larsen Farms through the end of her employment. There were three H-2A workers that told Guerra they were charged and paid money (including H-2A Workers No. 5 and 6. Listed below). Ramon Huaracha quit work at Larsen Farms after learning an H-2A worker went to the office to complain to Human Resource Managers Abenicia Lozano and Michelle Andrade they were charged to work at Larsen Farms. Lozano and Andrade went to Blaine Larsen to inform him of this complaint. Huaracha "resigned" knowing Blaine Larsen would fire him. Lozano and Andrade told that complainant that if anyone did anything to them or harassed them for coming forward there would be severe consequences for those people's actions and told the complainant to inform this to any person who might harass or bother them.

28.) On May 28<sup>th</sup>, 2020, the current Larsen Farms H.R. Manager, Abenicia Lozano, was interviewed and provided your Affiant and other investigators the following information.

Ramon Huaracha was a Larsen Farm/Field Manager before resigning in lieu of being terminated by owner Blain Larsen. Lozano and Michelle Andrade received allegations that Ramon Huaracha had been charging Larsen H-2A workers in order for them to come to work at Larsen or return to work at Larsen in a following season. Blaine Larson instructed her to conduct an

investigation into the matter. Blaine Larson spoke to Ramon Huaracha about the allegations and he denied them. Blaine spoke to Ramon Huaracha on a Sunday and he resigned the next day. Lozano spoke to about a dozen H-2A workers about the allegations and they denied paying Ramon Huaracha. Lozano believed they were scared to speak about it and went on to say that the prior Human Resource personnel were not as receptive to listening to workers, so this probably contributed to their hesitance to speak out on the matter. Blaine Larsen had Lozano put out the word to the H-2A workers that any of them willing to come forward with the truth about having to pay Ramon Huaracha would be automatically asked back to work at Larsen in following seasons. Workers were still scared to come forward and she believed it was likely due to the fact that Ramon Huaracha had many family members working at Larsen. Lozano said Ramon had been employed with Larsen Farms for many years and became one of the predominate sources for recruitment of potential H-2A workers for Larsen Farms by getting many Mexican foreign nationals and family members of his from home state in Mexico to come and work at Larsen Farms.

#### **Interviews of H-2A Workers**

29.) On June 17, 2020, your Affiant and other investigators interviewed H-2A Worker No. 1. H-2A Worker No. 1 arrived at Larsen Farms to work in November of 2019 which was the first term of employment for this individual at Larsen. H-2A Worker No. 1 knew about having to pay Larsen Farm Operations Manager Ramon Huaracha \$1,500 to be placed on the list to work at Larsen since H-2A Worker No. 1's friend was one responsible for collecting money they needed to pay Ramon Huaracha. Ramon Huaracha left employment at Larsen Farms before H-2A Worker No. 1 was able to pay him. H-2A Worker No. 1 believed former H-2A visa workers had

not returned to work at Larsen, since they did not pay Ramon Huaracha. Ramon Huaracha's H-2A family members were not required to pay to work at Larsen Farms, it was only non-family members who had to pay Ramon Huaracha. While awaiting travel to the U.S. in a Mexican hotel, H-2A Worker No. 1 and other Larsen H-2A workers had discussed having to pay Ramon Huaracha to work at Larsen. H-2A Worker No. 1 showed Agents text messages that were kept on H-2A Worker No. 1's phone with a friend that included a conversation between them confirming that payment to Ramon Huaracha would be \$1,500. The message went on to discuss additional Larsen workers that were making payments to Ramon Huaracha. H-2A Worker No. 1's \$1,500 payment to Ramon Huaracha was due by the end of the season.

30.) On June 18, 2020, your Affiant and other investigators interviewed H-2A Worker No. 2. H-2A Worker No. 2 said Larsen Farm Operations Manager, Ramon Huaracha, asked for "help" in the form of a \$1,000 payment. H-2A Worker No. 2 had \$700 saved to pay Ramon Huaracha at the time of the interview. H-2A Worker No. 2 still planned on paying Ramon Huaracha if asked for the payment since H-2A Worker No. 2 feared failing to do so will result in the Huaracha family not asking H-2A Worker No. 2 to return to work at Larsen again. H-2A Worker No. 2 had a sibling that was also required to make a \$1,000 "help" payment to Ramon Huaracha. H-2A Worker No. 2's family member had informed them they were required to help Ramon Huaracha out with a \$1,000 payment each. It was only after H-2A Worker No. 2 and the sibling arrived at Larsen that they learned from another relative of theirs that they would have to "help" Ramon Huaracha by paying him.

31.) On June 18, 2020, your Affiant and other investigators interviewed H-2A Worker No. 3 who worked at Larsen since November 2019. H-2A Worker No. 3 learned about the H-2A Visa

program through a relative who told H-2A Worker No. 3 that Larsen's Farm Operation Manager Ramon Huaracha was the individual in charge of a list that people needed to be placed on in order to get work at Larsen. Ramon Huaracha told H-2A Worker No. 3 that the \$1,200 payment needed to be made to Ramon Huaracha in a discrete manner so no one would become suspicious. Ramon Huaracha told H-2A Worker No. 3 that new employees had to pay a gratitude. Ramon Huaracha made it clear to H-2A Worker No. 3 that the \$1,200 payment was required for a worker's name to be placed on the list of H-2A workers for Larsen. H-2A Worker No. 3 had a relative that was also charged \$1,200 by Ramon Huaracha on a prior H-2A work visit period that relative made to work at Larsen. H-2A Worker No. 3 believed that all authorized H-2A workers were required to pay Ramon Huaracha.

32.) H-2A Worker No. 4 began their present work visit at Larson Farms in March, 2020. H-2A Worker No. 4 learned about the H-2A visa work program opportunity at Larsen Farms through a sibling who worked at Larson Farms the previous two years. H-2A Worker No. 4 had the sibling vouch for them to secure a job with Larsen. This involved the sibling contacting Ramon Huaracha. Sometime soon after, Ramon Huaracha contacted H-2A Worker No. 4 to discuss the job opportunity and let him know there was an understanding that H-2A Worker No. 4 would be "helping" Ramon Huaracha by making a \$1,000 payment to him. At the time of the interview, H-2A Worker No. 4 had saved \$700.00 to pay Ramon Huaracha. Ramon Huaracha had never directly mentioned the \$1,000 payment arrangement to H-2A Worker No. 4 but it was understood that H-2A Worker No. 4 would have to pay Ramon Huaracha a \$1,000 payment for the job since the above-mentioned sibling instructed H-2A Worker No. 4 to save \$1,000 in order to pay Ramon Huaracha.

33.) H-2A Worker No. 5 began the most recent H-2A visa work visit with Larson Farms in March, 2020 and it was H-2A Worker No. 5's third H-2A visa work visit at Larson Farms. H-2A Worker No. 5 initially learned about the H-2A Visa work program through a friend that provided Ramon Huaracha's phone number. Ramon Huaracha told H-2A Worker No. 5 that a \$1,500 payment to him would be required for H-2A Worker No. 5 to work at Larson Farms. H-2A Worker No. 5 said the arrangements with Ramon Huaracha allowed payments to be made to Ramon Huaracha after H-2A Worker No. 5 arrived to Larsen Farms. Ramon Huaracha charged H-2A Worker No. 5 \$1,500 the first year, then \$1,000 the second year and H-2A Worker No. 5 was not certain how much the current work visit payment would be since Ramon Huaracha left employment with Larsen Farms before H-2A Worker No. 5 had to pay him. H-2A Worker No. 5 said no one had witnessed the payments to Ramon Huaracha since all those payments were made discretely. H-2A Worker No. 5 had the option of paying all of it in cash up front or making payments. After receiving a paycheck, H-2A Worker No. 5 would meet with Ramon Huaracha somewhere on a job site to pay him. H-2A Worker No. 5 knew Ramon Huaracha was in charge of the recruiting list Larsen Farms used to bring in H-2A workers and believed Ramon Huaracha had not brought back prior H-2A workers that refused to pay Ramon Huaracha. H-2A Worker No. 5 believed they would not be brought back to work at Larsen Farms if the payment to Ramon Huaracha was not paid in full.

34.) A review of USCIS records revealed that H-2A worker No. 5 did have three separate work visits to Larsen Farms under three separate Larsen Farms petitions. Additionally, the issuance of a passport for H-2A worker No. 5 corresponds with their projected arrival period to

Larsen Farms in March of 2018, the time period Ramon Huaracha told H-2A Worker No. 5 that their work would begin.

35.) H-2A Worker No. 6 began work at Larsen in February, 2020. H-2A Worker No. 6 was asked to give \$1,000 to Ramon Huaracha in order to work at Larsen Farms. Ramon Huaracha told H-2A Worker No. 6 that he had debts to pay and needed H-2A Worker No. 6's "help" in the amount of \$1,000 to pay those debts. H-2A Worker No. 6 said that the nature of those debts and how the \$1,000 payment would cover them was not shared by Ramon Huaracha. H-2A Worker No. 6 believed the money Ramon Huaracha requested was to pay for the job at Larsen Farms. More specifically, H-2A Worker No. 6 believed the money to pay Ramon Huaracha was a payment to get H-2A Worker No. 6's name placed on the list of workers to work at Larsen Farms, since there was no other reason for Ramon Huaracha to ask for H-2A Worker No. 6's "help". Ramon Huaracha asked H-2A Worker No. 6 for names of other individuals who Ramon Huaracha could place on the list to work at Larsen Farms. H-2A Worker No. 6 gave Ramon Huaracha some names. H-2A Worker No. 6 recalled one occasion where Ramon Huaracha approached him while on the job site at Larsen Farms to request the money.

**Conclusion**

36.) Based on the information contained within the affidavit, your Affiant believes that there is probable cause that Ramon Huaracha and others known and unknown to investigators violated Title 18 U.S.C. § 1351 (Fraud in Foreign Labor Contracting) and Title 18 U.S.C. § 1349 (Conspiracy to Commit Fraud in Foreign Labor Contracting) from a time period beginning as early as February of 2018 and continuing at least through June of 2020. Your Affiant believes that Ramon Huaracha did knowingly and willfully combine, confederate, conspire and agree

with others to fraudulently seek and received illegal and prohibited payments from foreign nationals as it relates to the recruitment of H-2A temporary agriculture workers in exchange for the promise of work at Larsen Farms operations near and around Dalhart, Texas. Ramon Huaracha and others falsely told potential foreign national recruits and current H-2A workers at Larsen Farms that Ramon Huaracha was in charge of a list that would include names of workers who would either come to the U.S. to work for Larsen Farms their initial visit or return to work at Larsen Farms in a following farming season and payments were required to be made to Ramon Huaracha and others in order to be placed on the list. As part of the "pay to play" scheme, Ramon Huaracha and others demanded individuals pay them anywhere from \$1,000 or more in currency for their names to be placed on the list as a "place holder" that would either allow returning H-2A workers to come back to Larsen Farms and/or permit new recruits to obtain H-2A visa work authorization for their first time employment at Larsen Farms.

Further your Affiant sayeth not.

*s/ Sean P. Kilcoyne*

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Sean P. Kilcoyne

Special Agent

U.S. Dept. of Labor, OIG-OILRFI

Sworn to before me, and subscribed to before  
Me this 21st day of July, 2020.

*Lee Ann Reno*

The Honorable Lee Ann Reno

United State Magistrate Judge