

3. Plaintiff was lulled into believing Defendants Patrick Boghra, Patrick Boghra, Amar Nagehalla and PC Products & Services that they were doing legitimate work by allowing Plaintiff to continue working for PC Products & Services and requiring Plaintiff to “kick back” salary earned with PC Products & Service.

4. Defendants’ fraudulent schemes and violations of the United States Immigration and Naturalization Service visa policies began 2003 and continued uninterrupted until June of 2006.

II. JURISDICTION AND VENUE

5. Pursuant to 28 § 1331, this Court has jurisdiction over claims brought under 18 U.S.C. § 1961 et. seq. (“RICO) because they arise under the laws of the United States and over Defendants under 18 U.S.C. § 1965 (b). This Court also has supplemental jurisdiction over other state law claims because the claims are integrally related to the RICO claims and form part of the case or controversy under 28 U.S.C. § 1367.

6. Venue is proper pursuant to the claims occurred in this district. Venue is also proper pursuant to 18 U.S.C. 1965(a) and (b) because Defendants transact affairs in this district and the ends of justice require it.

III. PARTIES

7. Patrick Boghra is an owner and CEO of PC Products & Services.

8. Victor Boghra is an owner of PC Products & Services & Services

9. Amar Nagehalla is an owner of PC Products & Services.

10. PC Products & Services is a company doing business at 25 W 217 Lake Street, Roselle, Illinois.

IV. BACKGROUND

11. Plaintiff, VIJAY RATILAL PATEL, ("PATEL") is a form the country of India.

12. PATEL was hired and retained in the United States by a company known as Software System Inc., as a program analyst in 2000.

13. PATEL started work with Software System Inc., under the Immigration and Naturalization Service (INS) Visa Program known as H-1B, wherein, a company sponsored in an immigrant from a foreign country because of his or her skills and the need of said company. The rate of pay to be given as compensation had to be listed on the H-1B form to qualify a proposed immigrant fro consideration. In this case, Software System Inc. had proposed \$44,000.00, a year as salary to be paid to PATEL.

14. Thereafter, agents of PC Products & Services interviewed PATEL for a position of Program Analyst with said company.

15. Thereafter, Patrick Boghra did hire PATEL for the position described above and for the rate of pay that had been agreed to by the INS for \$44,000.00, when PATEL was originally approved for his H-1B Visa (see Exhibit "A").

IV. THE SCHEMES TO DEFRAUD PLAINTIFF

16. After, PATEL was hired for his position as program analyst, Victor Boghra, informed PATEL that the company could no longer afford to be him the agreed salary of \$44,000.00 per year.

17. PATEL was then informed that, because of the need of PATEL to earn \$44,000.00, per year, that PATEL's H-1B Vista would expire and PATEL would

have to leave the country.

18. Thereafter, on or about, March of 2003, Patrick Boghra, Victor Boghra and Amar Nagehalla, all agents of PC Products & Services, informed PATEL, they would continue to pay him \$44,000.00, per year so he did not have to leave the United States. In proposing this to PATEL, he was informed that he (PATEL) would be required to pay back part of his salary. The Defendants all determined that PATEL would have to pay \$1,000.00, per moth. If PATEL failed to accept this proposal, the Defendants refused to give him back his H-1B Visa so that he could be employed elsewhere.

19. PATEL, thereafter, reluctantly accepted the demand for a “kick back” of monies to the Defendants in a sum averaging, \$1,000.00, per month from March of 2003 continuously until May of 2006 (see Exhibit “B”), along with some lump sum monies paid also during said period.

20. PATEL, because of financial difficulties, on or about June of 2006, was unable to “kick back” and of the required payments to the Defendants. Defendants thereafter terminated the employment of PATEL.

21. After PATEL’s termination, PATEL requested his H-1B Visa back so he could seek employment elsewhere for which the Defendants refused his request.

22. Due to PATEL’s inability to retrieve his H-1b Visa from his former employer, PC Produts & Service, PATEL faces deportation to India.

COUNT I
(RICO, under 18 U.S.C § 1962(c))

23. Plaintiff repeats and realleges paragraphs one (1) through twenty-two

(22) above and incorporates them herein.

24. Defendants Patrick Boghra, Victor Boghra, Amar Nagehalla and PC Products & Services, were an “enterprise” as that term is defined in 18 U.S.C. § 1961 (4). Defendants were engaged in interstate commerce and their activities affecting interstate commerce at all relevant times.

25. Over several years, the defendants agreed to and did conduct and participate in the conduct of deceptive affairs through a continuous pattern of activity that were committed for the purpose of executing a scheme to defraud Plaintiff in violation of 18 U.S.C. § 1341, constituting a “pattern of racketeering activity” as that phrase is used in 18 USC. § 1962(c).

26. In furtherance of their scheme, the defendants used telephones and the use of the United States mails on many occasions. Numerous other uses of commerce occurred but, before discovery, knowledge of them remains best known to the defendants and inaccessible to plaintiff.

27. By reason of the defendants’ violations of 18 U.S.C. § 1962, plaintiff has been injured in his business or property.

COUNT II
(Fraud)

28. Plaintiff repeats and re-alleges paragraphs one (1) to twenty-eight (28) and incorporates them herein and made a part thereof.

29. As part of a scheme to defraud plaintiff, defendants knowingly or recklessly made, participated in the making of or ratified false and fraudulent statements of material fact and/or misleadingly failed to disclose material facts, knowing or recklessly ignoring that plaintiff would rely upon that

conduct. Plaintiff reasonably relied on it and was deceived.

30. As a result of the defendants' fraudulent acts, plaintiff suffered and continues to suffer actual damages.

COUNT III
(Constructive Fraud)

31. Plaintiff repeats and re-alleges paragraphs one (1) to thirty (30) and incorporates them herein and made a part thereof.

32. As set forth above, defendants made false statements of material facts or misleadingly failed to disclose material facts knowing and believing that such misrepresentations or omissions were false and misleading and their conduct has carried with it all of the injurious consequences that would normally flow from an intentional design to perpetrate an actual fraud.

33. Defendants are liable for their conduct under the doctrine of constructive fraud, just as if their malicious intent had been established as a matter of law.

34. As a result of defendants' constructive fraud, plaintiff has suffered losses.

COUNT IV
(Breach of Fiduciary Duties)

35. Plaintiff repeats and re-alleges paragraphs one (1) to thirty-four (34) and incorporates them herein and made a part thereof.

36. In taking, holding and using money received from the plaintiff, defendants entered into a relationship with plaintiff premised on trust and confidences, and undertook fiduciary obligations with regard to all such money.

36. As a result of defendants' breaches of these fiduciary duties owed to

plaintiff, plaintiff has been injured.

COUNT V

Wrongful Termination in Employment

37. Plaintiff repeats and re-alleges paragraphs one (1) to thirty-six (36) and incorporates them herein and made a part thereof.

38. Plaintiff in his employment had, up until termination, performing his duties to the minimum satisfaction of PC Products & Service expectations.

39. Plaintiff was terminated by PC Products & Service in June of 2006 for reasons other than that related to employment.

40. Plaintiff in telling his employer that he Plaintiff could no longer “kick back” salary to stay working for PC Products & Service is not a legitimate basis for termination and is against the public policy of Illinois and a contravention of his civil rights in the Northern District of Illinois.

COUNT VI

Illinois Consumer Fraud Act

41. Plaintiff repeats and re-alleges paragraphs one (1) to forty (40) and incorporates them herein and made a part thereof.

42. Defendants by their conduct have employed unfair and deceptive acts and practices, including deception, fraud, misrepresentation, concealment, and suppression and omission of material facts in the conduct of trade and commerce, with the intent that Plaintiff would rely on such conduct, in violation of the Illinois Consumer Fraud Act. 815 ILCS 505/1 et seq.

43. As a proximate result of this conduct, Plaintiff have suffered and continue to suffer actual damages.

COUNT VII
(Equitable Estoppel)

41. Plaintiff repeats and re-alleges paragraphs one (1) to forty-three (43) and incorporates them herein and made a part thereof.

42. By their alleged above, defendants assisted or participated in conduct upon which defendants expected plaintiff to rely, and upon which plaintiff did justifiably rely, suffering losses as a result, under circumstances where the duty of honest dealing and equitable principles should deny defendants the right to repudiate the consequences of their conduct.

43. This conduct by each of the defendants toward the plaintiff has been wanton and malicious and reflects a conscious disregard of the plaintiff's rights, warranting the imposition of punitive damages.

COUNT VIII
(Constructive Trust)

44. Plaintiff repeats and re-alleges paragraphs one (1) to forty-three (43) and incorporates them herein and made a part thereof.

45. Defendants have obtained plaintiff's monies under circumstances that in equity and good conscience they should not be allowed to keep them.

46. A constructive trust should be entered to convey the value money taken from plaintiff because use it justly belongs to plaintiff and defendants has gained the use of the money by benefit of abuse of a fiduciary relationship and fraud.

COUNT IX

(Common Law Civil Conspiracy)

47. Plaintiff repeats and re-alleges paragraphs one (1) to forty-six (46) and incorporates them herein and made a part thereof.

48. Each of the defendants agreed or reached an understanding to participate in a scheme to defraud the plaintiff. Each of the defendants understood the general objectives of the conspiratorial scheme, accepted them, and agreed, explicitly or implicitly, to do his, her or its part to further those objectives. Each of the defendants knowingly agreed, explicitly or implicitly, with one or more of the other conspirators to do their part to further those objectives by accomplishing unlawful purposes by lawful means and/or lawful purposes by unlawful means.

49 As a proximate result of such unlawful and tortious acts, plaintiff has suffered and continue to suffer actual damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the court award them:

1. Full compensatory damages,
2. Treble damages pursuant to 18 U.S.C. Sec. 1964(c),
3. Punitive damages
4. Attorney's fees and the costs and expenses of bringing this suit pursuant to 18 U.S.C. § 1964(c) and 810 ILCS 505/10a(c).
5. Prejudgment interest,
6. A full accounting of how Plaintiff's funds were spent.

7. All such other and further relief as is appropriate.

Plaintiff demands trial by jury on all claims triable to a jury.

Respectfully submitted,
VIJAY RATILAL PATEL

/s/ Michael T. Smith
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