



3. Defendant Coast to Coast Resources, Ltd. a/k/a Coast to Coast Resources Inc. USA d/b/a Coast to Coast Resources is a Texas limited partnership with its principal place of business in Harris County, Texas. It can be served with process through its registered agent, Kenneth Yarbrough, at 1318 Underwood Street, Suite 110, La Porte, Texas 77571.

4. Defendant Mechanical Contracting Services, Inc. is a Texas corporation with its principal place of business in Harris County, Texas. It can be served with process through its registered agent, Kenneth Yarbrough, at 1318 Underwood Street, Suite 110, La Porte, Texas 77571, or 241 Tamana Drive, Galveston, Texas 77554.

5. Defendant ILP Agency, L.L.C. is a Louisiana Limited Liability Company that conducts business in Texas. It may be served with process through its registered agent, Hung Quoc Vu, 2540 Apollo Avenue, Harvey, Louisiana 70058.

6. Defendant Kenneth Yarbrough is a resident of Texas. He may be served with process at 1318 Underwood Street, Suite 110, La Porte, Texas 77571, or 241 Tamana Drive, Galveston, Texas 77554.

7. Defendant Hung Quoc Vu is an individual who conducts business in Texas. He may be served with process at 2540 Apollo Avenue, Harvey, Louisiana 70058.

**II.**  
**DISCOVERY CONTROL PLAN**

8. Plaintiff intends to conduct discovery under Level 2 of Texas Rules of Civil Procedure 190.3.

**III.**  
**JURISDICTION**

9. This Court has jurisdiction over this controversy because the damages are within the jurisdictional limits of the Court.

10. This Court has jurisdiction over Defendants because they conduct business in Texas and have committed a tort in Texas.

**IV.  
VENUE**

11. Venue is proper in Harris County, Texas because:

- a. Harris County is the county where most of the Defendants have their principal office in Texas at the time the causes of action asserted herein accrued and also at the time this suit was filed; and
- b. The other Defendants are properly joined with the Harris County Defendants.

**V.  
RELEVANT FACTS**

12. Plaintiff—a Vietnamese national—brings this suit because he is a victim of an elaborate fraud that has transported him nearly ten thousand miles from his homeland and left him deserted, penniless, and facing possible deportation. Defendants' scam preyed on Plaintiff in numerous ways: it took advantage of the fact that Plaintiff was among the many poor, uneducated laborers that constitute over 95% of the working population of Vietnam, and it exploited Plaintiff's belief in America as a land of promise and opportunity.

13. Since the normalization of relations between the United States and Vietnam, many Vietnamese companies and certain U.S. companies have looked to the Vietnamese poor as a source of extremely cheap labor. Defendants are no different, but to opportunism they have added fraud, deceit, and outright cruelty. Knowing that Vietnamese skilled laborers such as Plaintiff desperately needed jobs, Defendants advertised in Vietnam and offered the promise of employment in the United States for a specified period of time (30 months) that paid \$15 per hour and \$22.50 per overtime hour, rates unseen in Vietnam. However, there was a catch: the laborers, such as Plaintiff, were told that they must first pay Defendants a fee ranging from

\$6,500 to \$15,000 in order to be selected for the lucrative employment stint in the U.S. The offer was effectively one for indentured servitude, made attractive by the opportunity to earn money and Defendants' promise that the laborers' work permit visas would be guaranteed for the full 30-month period, and that the laborers would have comfortable lodging in the U.S. for \$500 per month.

14. Like many others, Plaintiff accepted Defendants' offer in reliance on such representations and saw the job opportunity as a way to support his family. Plaintiff mortgaged his only house, taking a high-interest loan to pay the required fees to Defendants. For the opportunity to make the kind of money that Defendants were promising, Plaintiff was eager to accept Defendants' offer even though it meant being away from his loved ones for up to three years.

15. After fulfilling his obligations by making the down payments and paying all other expenses to Defendants, Plaintiff—along with many other similar laborers—was shipped by Defendants from Vietnam to Houston, Texas to work for companies of Defendants near the Houston Ship Channel. Despite the promise of comfortable lodging, Defendants divided Plaintiff and the other laborers into groups of four and put each group in a run-down, dilapidated two-bedroom apartment in Pasadena, Texas. Defendants deducted from Plaintiff's paychecks \$500 for rent and \$1,200 for transportation each month.

16. Plaintiff's days were filled with hard work and dreary, isolated living. Every day, a driver shuttled Plaintiff and the other laborers between work and the apartments; the driver was of Hispanic origin and did not speak Vietnamese, thus ensuring that there would be no communication between Plaintiff and any outsiders. Defendants prohibited Plaintiff from going anywhere. Once a week, Defendants' driver drove Plaintiff and the other laborers to a supermarket to buy groceries. Transportation was not provided to any other destination or for

any other purpose, even church or temple. Plaintiff had no means to learn English, even though he wanted to do so. There was no television, newspapers, magazines, or contact with the outside world of any kind. When there was injury or sickness, there were no trips to a clinic or the hospital. During Hurricane Ike, Plaintiff was not paid, yet still had to pay the expenses imposed on him by Defendants. Moreover, Defendants threatened Plaintiff that if he had contact with outsiders he would be arrested or subject to violence because, according to Defendants, he would be the subject of scorn in America given the fact he was a citizen of a communist country. Consequently, even in the rare instance when Plaintiff interacted with outsiders, he never revealed his status as an indentured, export laborer. Plaintiff and his fellow laborers, though living near the robust Greater Houston Vietnamese-American community, were in essence stranded on an island of isolation imposed on them by Defendants.

17. During the week of February 23, 2009—only 8 months into Plaintiff's 30-month work term—Defendants announced to Plaintiff and the other laborers that their employment was being terminated and that Friday, February 27, 2009 was to be their last day on the job. Defendants further told Plaintiff that he would need to pack to go back to Vietnam immediately. When Plaintiff questioned Defendants about the guaranteed work term of 30 months and the validity of his visa for the full period, Defendants simply refused to answer. Defendants' termination of Plaintiff only eight months into the work term precluded Plaintiff even from recouping his down payments and expenses, much less make any money for himself and his family. Additionally, on information and belief, Defendants are returning Plaintiff and the other laborers so that Defendants can replace them with a new set of hopeful, unsuspecting laborers from whom a fresh set of fees (and essentially free labor) can be collected under this fraudulent scheme.

18. Defendants committed breach of contract and committed fraud by and through negligent misrepresentations, knowing misrepresentations, and conversion. Defendants also overcharged Plaintiff for rent and transportation. Defendants also falsely imprisoned Plaintiff, abused him mentally, and intentionally inflicted mental distress on him.

19. Plaintiff's injuries go beyond merely not having a promise fulfilled, and the damage caused by Defendants' fraud and breach is profound. Defendants' wrongful conduct threatens not only to deprive Plaintiff of the monies he was told he would make over the 30-month term, but it also threatens to take away Plaintiff's home in Vietnam, given that Plaintiff had secured loans using his home to pay Defendants' fees. Defendants' fraud, in short, deprives Plaintiff of promised future benefits all the while threatening to destroy the few present possessions Plaintiff already had. Inasmuch as Plaintiff looked to America for economic opportunity eight months ago, he looks to its legal system for justice now.

**VI.**  
**CAUSES OF ACTION**

20. In addition to the above facts, which are fully incorporated by reference, Plaintiff further alleges:

**A. Breach of Contract**

21. Defendants promised and agreed to provide Plaintiff with a job for a term of 30 months at \$15 per hour and \$22.50 per overtime hour. Defendants further promised and agreed that Plaintiff's work permit visa would be guaranteed for the full duration of the 30-month work term. In addition, Defendants promised and agreed to provide Plaintiff with a habitable and comfortable place to live in the U.S. for \$500 per month. Defendants failed to comply with these promises and agreement.

22. Plaintiff has satisfied all conditions precedent.

**B. Fraud and Fraudulent Inducement**

23. The Defendants misrepresented to Plaintiff material facts as follows:

a. Defendants represented that they would employ Plaintiff for a specific term of 30 months in the United States, and that Defendants would obtain the necessary work permits and visa for Plaintiff to allow Plaintiff to work in the United States for the full 30 months.

b. Defendants represented that, based on the guaranteed work term of 30 months and the guaranteed pay of \$15 per hour and \$22.50 per overtime hour, Plaintiff would realize approximately \$120,750.00 in net earnings.

24. The representations described above was made with the intent to deceive Plaintiff, and Plaintiff relied on the misrepresentations to his detriment by paying Defendants the monies demanded and by pledging his home and borrowing monies at usurious interest rates to give Defendants the down payments.

**C. Negligent Misrepresentation**

25. Based on the facts set forth above, Defendants made misrepresentations to Plaintiff in the course of his business or in a transaction in which they had a pecuniary interest; Defendants supplied false information for the guidance of Plaintiff in Defendants' business; Defendants did not exercise reasonable care or competence in obtaining or communicating the information; and Plaintiff suffered pecuniary loss by justifiably relying upon the representation.

**D. Actual Authority / Apparent Authority / Ratification / Negligent Hiring / Vice-Principal**

26. Plaintiff asserts that Hung Quoc Vu is an employee and/or agent of Defendants. Therefore, these Defendants are vicariously liable to Plaintiff for the tortious acts committed by Defendant Hung Quoc Vu on behalf of these Defendants either under the theories of actual

authority, apparent authority, *respondeat superior*, ratification, negligent hiring, and/or vice-principal.

27. Defendants are also liable to Plaintiff under the theory of apparent authority (vicarious liability) and/or negligent hiring and/or control (based on these Defendants' direct negligence). Furthermore, Defendant Hung Quoc Vu is also personally liable to Plaintiff for Hung Quoc Vu's own wrongful/tortious acts and conduct.

**i. Actual Authority**

28. Defendants intentionally conferred authority to Hung Quoc Vu. Furthermore, Hung Quoc Vu acted within the scope of his agency.

**ii. Apparent Authority**

29. In the alternative, Defendants either affirmatively held out Hung Quoc Vu as having authority to act on his behalf; knowingly permitted Hung Quoc Vu to hold himself out as having authority; or acted with such a lack of ordinary care as to clothe Hung Quoc Vu with the indicia of authority in authorizing Hung Quoc Vu to act on their behalf. Furthermore, Defendants' conduct caused Plaintiff to reasonably believe that Hung Quoc Vu had the authority to act on Defendants' behalf and Plaintiff justifiably relied on such apparent authority. As such, Defendants are estopped from denying liability and thus vicariously liable to Plaintiff under the theory of apparent authority regardless of whether Hung Quoc Vu was an agent or non-agent of these Defendants and regardless of whether he was acting within the scope of his authority.

**iii. Respondeat Superior**

30. In the alternative, Defendants are also vicariously liable to Plaintiff for the torts committed by Hung Quoc Vu under the theory of *respondeat superior*. Through contract and/or the right to control the details and means of completing the work, Hung Quoc Vu became an

employee of all of the Defendants; and Hung Quoc Vu committed the tortious acts within the scopes of his general authority in furtherance of these Defendants' business and for the accomplishment of the object for which Hung Quoc Vu was hired, and Plaintiff has been injured from the above mentioned tortious acts.

**iv. Ratification**

31. In the alternative, Defendants are vicariously liable to Plaintiff for the torts committed by Defendant Hung Quoc Vu under the theory of ratification, and Plaintiff has been injured. Defendant Hung Quoc Vu committed the tortious acts on behalf of Defendants, and Defendants approved the acts by word, act, or conduct after acquiring full knowledge of the acts.

**v. Negligent Hiring and/or Control**

32. Defendants are further liable for the harm suffered by Plaintiff under the theory of negligent hiring and/or negligent control based on his direct negligence.

**E. Piercing the Corporate Veil**

33. Under various theories announced by the Texas Supreme Court in *Castleberry v. Branscum*, 721 S.W.2d 270, 272 (Tex.1986) and its progeny, the corporate veil of Defendants should be pierced as the facts above show that Defendants used the corporate fiction to perpetuate fraud.

**F. Conspiracy**

34. Defendants were members of a combination of two or more persons whose objective was to accomplish an unlawful purpose and/or a lawful purpose through unlawful means. These Defendants had a meeting of the minds through knowledge and agreement among them to conspire on an objective course of action. One or more of Defendant(s) committed an unlawful,

overt act in furtherance of the object or course of action. As such, Defendants are joint and severally liable for all acts done by any of them in furtherance of the unlawful combination.

**VII.**  
**ACTUAL DAMAGES**

35. As a direct, proximate, and producing cause of Defendants' conduct, Plaintiff has suffered actual and consequential damages within the jurisdictional limits of the Court, including but not limited to, mental anguish in the past and future, lost profits, and loss of income.

**VIII.**  
**EXEMPLARY DAMAGES**

36. In addition to actual damages, Texas Civil Practice and Remedies Code § 41.003 and the common law of Texas entitle Plaintiff to recover exemplary damages. Defendants' conduct was done knowingly, with actual awareness, malice and intent, and/or with such an entire want of care as to indicate that the acts and omissions in question was the result of a conscious indifference to the rights, welfare or safety of Plaintiff, such that Plaintiff is entitled to an award of exemplary or punitive damages, to be determined by the jury commensurate with the facts of this case.

**IX.**  
**REQUEST FOR DISCLOSURE**

37. Under Rule 194 of the Texas Rules of Civil Procedure, Plaintiff requests that the Defendants disclose, within fifty (50) days of the service of this petition and request, the information, and material described in Rule 194.2.

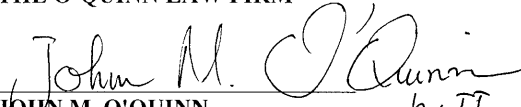
**X.**  
**PRAYER FOR RELIEF**

38. For the foregoing reasons, Plaintiff, asks the Court to award Plaintiff a judgment against all Defendants, jointly and severally as follows:

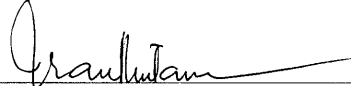
- a. Judgment against Defendants for actual, compensatory and consequential damages (including mental anguish and loss income) within the jurisdictional limits of the Court;
- b. Judgment against Defendants for exemplary damages in a sum to be determined by the trier of fact;
- c. Reasonable and necessary attorney's fees;
- d. Costs of court;
- e. Pre- and post-judgment interest at the rate allowed by law until paid; and
- f. Such other and further relief, at law or in equity, to which Plaintiff may by this pleading or proper amendment thereto show himself justly entitled.

Respectfully submitted,

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