

John M. Miano, J.D.
E101 103 Park Ave.
Summit, N.J. 07901
(908) 273-9207
Attorney for John Doe

<p>Apex Technology Group, Inc.; and Sarvesh Kumar Dharayan, <i>Plaintiffs</i></p> <p>v.</p> <p>John Doe(s) 1-10 <i>Defendants</i></p>	<p>Superior Court of New Jersey Law Division: Middlesex County No. MID-L-7879-09</p> <p>The Hon. Diane Pincus, J.S.C.</p>
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Brief on Behalf of John Doe, Identified as admin@endh1.com, in
Opposition to an Order to Show Cause
Made By Way of Special Appearance

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INTRODUCTION

John Doe responds by way of Special Appearance out of courtesy and respect for the Court, solely to object to personal jurisdiction over him. John Doe expressly does not consent to personal jurisdiction by this court.

STATEMENT OF THE FACTS

The H-1B visa guest worker program is authorized under 8 U.S.C. § 1101(a)(15)(H)(i)(b) with additional governing provisions under §§ 1182(n), 1184(g). The H-1B visa allows an alien in a “specialty occupation” to work in the U.S. for up to 6 years. § 1101(a)(15)(H)(i)(b). Unfortunately, abuse is rampant in the H-1B program. A recent audit found violations in 21% of visas. U.S. Citizenship and Immigration Services, H-1B Benefit Fraud & Compliance Assessment, Sept. 2008 (no page numbers). In addition, loopholes in the H-1B statute permit employers to replace U.S. workers with lower paid foreign workers on H-1B visas. Douglass Crouse, *Dun Workers Fear Layoffs*, Morris County Daily Record June 3, 2000; William Branigin, *White-Collar Visas: Back Door for Cheap Labor?*, Washington Post, Oct. 21, 1995 A1. As such, the H-1B visa program generates much public interest. “With the possible exception of network neutrality, no other subject [in the computer industry] is more likely to spark a debate than the issue of H-1B visas, the temporary work visa program”. Roy Mark, *Sparks Fly from All Sides: The H-1B Visa Debate*, eWeek, Nov. 30, 2009, available at <http://www.eweek.com/c/a/IT-Management/Sparks-Fly-from-All-Sides-The-H1B-Visa-Debate-346138/>.

Workers on H-1B visas are dependent upon their continuous employment to maintain legal status in the U.S. 8 U.S.C. § 1101(a)(15)(H)(i)(b). They are also dependant on their employer for making employment-based Green Card applications on their behalf. Norman Matloff, *On The Need For Reform Of The H-1B Non-Immigrant Work Visa In Computer-Related Occupations*, 36 Univ. Mich. J. L. Reform, 815, 865. H-1B workers may transfer their visa to another employer.¹ *Id.* Employers are prohibited from requiring H-1B employees to pay a penalty to quit or change jobs. 8 U.S.C. § 1182(n)(2)(C)(vi)(I).

ENDH1B.COM is a web site whose purpose is to share information about the rampant abuse in the H-1B program and its use to displace U.S. workers. www.endh1b.com. The ENDH1B.COM web site has features that allows people to post links to information posted on other web sites. *E.g.* <http://endh1b.com/Web/forums>. Visitors to ENDH1B.COM use these features to share information and make people aware of information on H-1B visas posted to other web sites.

John Doe is the administrator of the ENDH1B.COM website. In operating ENDH1B.COM, John Doe makes use of his constitutional right to make political statements anonymously and allows others to do so as well. *McIntyre v. Ohio Elections Comm'n*, 514 U. S. 334, 357 (1995). John Doe is not a resident of New Jersey.

Apex Technology Group (*hereinafter* “Apex”) whose company whose business model is referred to in the industry as an “H-1B Bodyshop”. John M. Miano, *Tes-*

¹ The timing of a visa transfer is crucial. Transferring an H-1B visa to a new employer is straightforward *if* the process is started while still working for the old employer. If H-1B worker is terminated, he is immediately out of status and a visa transfer is at the mercy of agency discretion in interpreting a grace period under the H-1B statutes.

timony to the U.S. House Judiciary Committee Subcommittee on Immigration and Claims, Aug. 5, 1999. Under the H-1B bodyshop model, employers import foreign workers on H-1B visas then contract these workers out to other companies. U.S. Dept. of Labor, Office of Inspector General, Office of Audit, *The Department of Labor's Foreign Labor Certification Programs: The System Is Broken and Needs To Be Fixed*, May 22, 1996, p. 25. The H-1B worker is officially employed by one company but actually performs work for another company. *Id.* To illustrate this relationship, Apex states in job advertising that it offers employees the option to work on a percentage basis of what Apex bills the company for whom they actually perform work. Appendix B. Most of the largest users of H-1B guest worker visas are H-1B Bodyshops and Apex has been ranked the 41st largest user of H-1B visas in the country. http://www.businessweek.com/table/08/0305_h1b.htm. Apex's recruiting is targeted towards hiring foreign workers that would need immigration assistance to work in the U.S. Appendix B (A job posting dated Oct. 29, 2009 having the title "Training / JOBS / H1 Transfer / OPT /CPT, Green Card").

The contents of the web site DESICRUNCH.COM² are targeted towards current and former Indian H-1B workers. www.desicrunch.com. DESICRUNCH.COM allows its readers to submit reviews of H-1B employers. <http://www.desicrunch.com/ReviewEntry.aspx>. On or about June 9, 2009, an unknown individual³ (*hereinafter* the "Former Employee") who claims to be a former employee of

² "Desi" is a Sanskrit term that generically describes the people of South Asia.

³ Apex calls the Former Employee "pjainatapextigi". Certification of Sarvesh Kumar Dharayan, ¶ 5. It appears that the Former Employee is one individual who is the original author of all but one of the postings Apex complains

Apex, posted a review of the company on DESICRUNCH.COM. http://www.desicrunch.com/DisplayReviews.aspx?company=Apex_Technology_Systems,_Inc (now deleted, *see* Appendix A). *Id.* The review made a number of allegations about Apex, principally: 1) That Former Employee signed an initial employment agreement with Apex and, after starting work, was given a copy of a different, 9-page employment agreement with different terms; 2) that the agreement contained penalties if the Former Employee quit in the amount of \$9,000 and \$35,000, depending upon the circumstances (an arrangement with H-1B workers that is unlawful under 8 U.S.C. § 1182(n)(2)(C)(vi)(I)); and 3) that Apex employees do not receive pay on a consistent schedule. <http://endh1b.com/Web/blogs/endh1b/archive/2009/11/19/indentured-servitude-is-part-of-the-business-model.aspx>. The Former Employee also urged other former employees who had experienced the same to contact the Dept. of Labor before the statute of limitations on a complaint expired. *Id.* The Former Employee's message has been posted to a number of web sites. *E.g.* <http://www.edhwani.com/myphpbb/viewtopic.php?f=1&t=176>; <http://ripoffatapextgi.wordpress.com>; <http://www.complaintsblog.com/Company/apex-technology-group-inc-www-apextgi-com.html>.

In support of his allegations, the Former Employee posted a copy of the employment agreement to DOCSTOC.COM. http://www.docstoc.com/docs/document-preview.aspx?doc_id=10434791 (now deleted). Apex confirms they are the source of this document. Exhibits to Statement of Certification of Sarvesh Kumar

of and has made postings with nearly identical text to a large number of web sites. The posting quoted in *Id.* at ¶ 6 appears have a different author and uses the name "Jantha."

Dharayan, p. 2. DOCSTOC.COM has removed the copy of the employee agreement in response to an external request.⁴ http://www.docstoc.com/docs/document-preview.aspx?doc_id=10434791. In a subsequent post, the Former Employee claims that Apex made the request for DOCSTOC.COM to remove the employment agreement. <http://www.edhwani.com/myphpbb/viewtopic.php?f=1&t=176>.

On or about Nov. 19, 2009, an anonymous individual posted to the ENDH1B.COM “Blog” a link to the Former Employee’s posting on DESI-CRUCH.COM and an excerpt from that posting. <http://endh1b.com/Web/blogs/endh1b/archive/2009/11/19/indentured-servitude-is-part-of-the-business-model.aspx>. This posting did not include a copy of the employee agreement or a link to it. *Id.*

On or about Nov, 21, 2009 “Shawn Gibson” of Apex e-mailed to John Doe a request to remove this posting. Exhibits to Statement of Certification of Sarvesh Kumar Dharayan, p. 2. Apex stated that the posting “provided artificial and untruthful statement to the public.” *Id.* Apex’s request identifies no specific actionable statement in the excerpt posted on ENDH1B.COM other than that the request states that Apex is “copyright owner of the legal document” under the “DMCA”. *Id.* Apex requested the entire posting be removed. *Id.* Apex’s request does not note

⁴ This message now appears in place of the document: “The document ‘Offer Letter from Apex Technology Group Inc’ is no longer available on docstoc. It has either been removed by the original owner of the document or by the docstoc staff due to copyrighted or inappropriate content. If this was your document and you have questions why it was removed, please contact us at support@docstoc.com.”

that that the excerpt on ENDH1B.COM did not contain a link to the document in question or a copy of the document. *Id.*

In the absence of any identifiable copyrighted material or the identification of any specific defamatory statements, John Doe refused to remove the post. Subsequently, John Doe, Apex and its agents engaged in a heated e-mail exchange. Exhibits to Statement of Certification of Sarvesh Kumar Dharayan, *passim*. This action followed.

ARGUMENT

I. Apex failed to establish jurisdiction over John Doe and cannot do so, a precondition for the Court make him a party to this action.

The Due Process Clause of the Fourteenth Amendment to the U.S. Constitution imposes limits on the jurisdiction of a forum. *International Shoe v. Washington*, 326 U.S. 310, 316 (1945). For a defendant to be subject to the jurisdiction a forum, he must have, “certain minimum contacts with it such that the maintenance of the suit does not offend ‘traditional notions of fair play and substantial justice.’” *Id.* Apex offers no legal basis whatsoever how this Court has personal jurisdiction over John Doe, a resident of a foreign state. Having failed to establish personal jurisdiction over him, John Doe cannot be a party to Apex’s Order to Show Cause and cannot be bound by the any such order without his consent. John Doe expressly withholds consent to personal jurisdiction by the Court.

II. The equities do not warrant an extreme extension of personal jurisdiction to John Doe because Apex has not complied with Dendrite’s requirements to identify anonymous posters.

Among the requirements to compel disclosure of anonymous internet posters is, “The court shall also require the plaintiff to identify and set forth the exact statements purportedly made by each anonymous poster that plaintiff alleges constitutes actionable speech.” *Dendrite v. John Doe, No 3*, 342 N.J.Super. 134, 141 (App. Div. 2001)

Apex’s request to John Doe identifies no specific statements that are actionable. Exhibits to Dharayan Certification, p. 2. The request to John Doe for removal states: “To resolve the problem I would appreciate and require you to take the action to remove the link attached below: <http://endh1b.com/Web/blogs/endh1b/archive/2009/11/19/indentured-servitude-is-part-of-the-business-model.aspx>” *Id.* The request does not identify specific statements as being actionable but rather simply requests removal of the posting. Furthermore, Apex’s request that the posting be removed pursuant to the “DMCA” (*i.e.* Digital Millennium Copyright Act). *Id.* Given that Apex’s request did not identify any specific false statement on ENDH1B.COM and the posting on ENDH1B.COM did not contain the material Apex claimed was in violation of copyright—or even a link to it—it was reasonable for John Doe not to remove the post.

A reasonable interpretation of Apex’s request to ENDH1B.COM is that the contents of Apex’s own employment agreement are so embarrassing that they are using copyright law to suppress them and that it wants links to the Former Em-

employee's post taken down to remove traces of the document's existence. Apex's request is particularly problematic because the posting on ENDH1B.COM that Apex requested be removed in its entirety is an *excerpt* from and *link* to a posting on another web site. <http://endh1b.com/Web/blogs/endh1b/archive/2009/11/19/indentured-servitude-is-part-of-the-business-model.aspx>.

III. The equities do not warrant an extreme extension of personal jurisdiction to John Doe because Apex cannot establish the legal basis required for injunctive relief.

Beyond providing no basis whatsoever for personal jurisdiction over John Doe, the Apex presents conclusory assertions that injunctive relief should be granted. After setting forth the law in regard to temporary relief, Apex presents conclusion without fact: "There is no question that these statements which have been posted on the website are defamatory in nature". Op. Br. p. 5. John Doe respectfully disagrees and points out that the first requirement for a statement to be defamatory is that it be false. Op. Br. p. 5-6.

Where Apex has alleged a statement to be defamatory and it is verifiable by third parties, it can be shown to be true; and where Apex has alleged a statement to be defamatory and it can only be verified by information under its control—and Apex has not provided the court or John Doe the information need to verify. *See infra*. In fact, Apex appears to be taking steps to suppress information that would prove or disprove claims made by the Former Employee. http://www.docstoc.com/docs/document-preview.aspx?doc_id=10434791; *See n.4 supra*.

Apex's failure to demonstrate any specific statement made by the Former Employee is false would cause a reasonable person looking at the available information in its totality to conclude that Apex did attempt to impose an employment agreement on the Former Employee; that this employment agreement did specify severe financial penalties if the Former Employee quit; that the public revelations of the unconscionable terms that Apex imposed has had the predictable effect of causing potential foreign employees to chose not to join Apex; that Apex is using claims of copyright ownership of the agreement to suppress publication of the embarrassing employment agreement; and that Apex is seeking to suppress publication of material that draws attention to the existence of the employment agreement. It is therefore reasonable and in the public interest for ENDH1B.COM to provide links to the allegations made by the Former Employee.

A. Apex has provided no evidence that any specific statement alleged to be defamatory is false.

As with its direct communications with John Doe, the Certification of Sarvesh Kumar Dharayan claims statements posted on ENDH1B.COM are false but supplies no facts in support of these claims. The statements Apex claims are defamatory are blog postings linking to other postings written, with one exception, by the Former Employee. *E.g.* <http://www.edhwani.com/myphpbb/viewtopic.php?f=1&t=176>; <http://ripoffatapextgi.wordpress.com>; <http://www.complaintsblog.com/Company/apex-technology-group-inc-www-apextgi-com.html>; *C.f.* <http://goolti.blogspot.com/2008/07/this-months-biggest-spammers.html> (written by "Jantha").

As an example of defamation, Apex quotes an excerpt from a posting made to ENDH1B.COM that itself quotes from the Former Employee. Op. Brf. p. 2. In the full text (*see* Appendix A), the Former Employee's central allegations are: 1) That he signed an initial employment agreement with Apex and, after starting work, was given a copy of a different, 9-page employment agreement with different terms; 2) that the agreement contained penalties if the employee quit in the amount of \$9,000 and \$35,000, depending upon the circumstances (an arrangement with H-1B workers that is unlawful under 8 U.S.C. § 1182(n)(2)(C)(vi)(I)); and 3) that Apex employees do not receive pay on a consistent schedule. <http://www.complaintsblog.com/Company/apex-technology-group-inc-www-apextgi-com.html>. In support of these allegations, the Former Employee posted a copy of the agreement from Apex to DOCSTOC.COM. *Id.* The Former Employer also posted information on how to file a complaint with the Dept. of Labor and urged those in the same situation to file such a complaint. *Id.*

Apex has not identified any of these statements as being false not provided any evidence to the Court that suggests any of the Former Employee's statements are in fact false: Apex has not provided the Court with a sworn statement under penalty of perjury stating that Apex has never attempted to impose an agreement that requires an employee to make a payment to the company if he quits; Apex has not supplied true copies of its employee agreements and a sworn certification that these are all the agreements that have been in use; Apex has not made a sworn statement that it has always paid its employees regularly and on time; Apex has not made a sworn statement that it has always paid workers on H-1B their full salaries at all

times, including during non-productive periods;⁵ Apex has not made a sworn statement that it has never used a false resumé to market an employee; Apex has provided no evidence to rebut any of the various claims made by the Former Employee; and—most importantly—Apex has not supplied the Court with a copy of the agreement that the Former Employee states imposed the onerous terms described.

B. The verifiable statements of the Former Employee clearly are true.

Apex includes the following statement from the Former Employee among those it asserts is defamatory:

Apex Technology Group Inc was able to quell their x/-employee's voices on www.goolti.com by using legal threat's. You can find more info at the following location http://www.goolti.com/reviewdetail.php?company_id=195 .Also I thought you would be interested in knowing that they were the biggest spammer's on www.goolti.com, where they initially tried to cover up their deeds You can find more info at the following location <http://goolti.blogspot.com/2008/07/this-months-biggest-spammers.html> (sic)

Op. Brf. P. 2. At the first URL cited above, one finds a web page devoted to reviews of Apex. http://www.goolti.com/reviewdetail.php?company_id=0000000195.

However, that page contains a notice that all the postings have been removed. *Id.*

⁵ The H-1B Bodyshop business model depends upon the employer finding actual work for the employee. The terms “on the bench” or “benching” have developed in the industry to refer to people on H-1B visas who have no actual work. U.S. Citizenship and Immigration Services, H-1B Benefit Fraud & Compliance Assessment, Sept. 2008 (no page numbers). 8 U.S.C. § 1182(n)(2)(C)(vii)(I) requires that H-1B workers be paid their full wages even if the employer does not have work for them. The failure of employers to pay full wages, including “benching,” to H-1B workers is a serious problem, accounting for 27% of the violations found by USCIS. The Former Employee’s complaint about Apex’s finding actual work might be interpreted as a complaint that he was not receiving full pay while “on the bench.” Appendix A.

In their stead, one finds a Cease and Desist letter from counsel claiming to represent Apex—validating the truth of the statement. *Id.* At the second URL, there is a posting from GOOLTI's owner declaring Apex to be the site's biggest spammer—further validating the truth of the statement. <http://goolti.blogspot.com/2008/07/this-months-biggest-spammers.html>.

Apex also includes this statement among those they say are false, “They do not have any direct client’s and their marketing folks in Noida would chase posting’s on job websites to set you up for interviews.” Op. Brf. p. 2. On or about Aug. 22, 2009 Apex posted a job opening on the site WALKINJOBINDIA.COM. Appendix C. The job is located in Noida, India. *Id.* The job duties listed include, “Scanning jobsites for suitable opportunities for bench resources and submitting profiles for the same.” *Id.* While this does not validate or disprove the claim “They do not have any direct client’s” it does validate “their marketing folks in Noida would chase posting’s on job websites to set you up for interviews.”

C. Apex has failed to provide the court the employment agreement that is the central document at issue and whose contents are necessary for Apex to establish the that the Former Employee’s statements are false.

The focus of the Former Employee’s statements is that Apex imposed an employment agreement on foreign workers with outrageous terms intended to bind the employee to the employer. Apex confirms the authenticity of the document posted by the Former Employee: “I am disappointed because your services didn't check the authenticity of the person who posted *our legal document* which has defamed our Apex Technology Group's image and could lead to heavy losses to the revenue

which has reputation and been in the business since 2001.” Exhibits to Statement of Certification of Sarvesh Kumar Dharayan, p. 2 (emphasis added). A plain reading of this statement is that the contents of Apex’s own document that have defamed Apex’s image; not the statements of the Former Employee.

In subsequent posting, nearly identical to that made on ENDH1B.COM, the Former Employee states that Apex requested DOCSTOC.COM to remove the file containing his supporting evidence. <http://www.edhwani.com/myphpbb/viewtopic.php?f=1&t=176>. In fact, the document has been removed. N.4 *supra*.

Apex claims that the references to Former Employee’s posting on ENDH1B.COM has caused three candidates not to accept employment with them. Dharayan Certification ¶ 15. The central question here is whether these individual are not accepting employment with Apex because the Former Employee has misrepresented the terms of Apex’s employee agreement or whether the terms of the agreement are as abhorrent as the Former Employee has portrayed them. Although Apex seeks the extreme measure of injunctive relief, it has not provided court a copy of this document under its control that is essential to for them to establish a *prima facie* case.

D. Apex’s complaints are dominated by unflattering opinions rather than defamation and, as such, are not actionable.

Most of what Apex complains of is simply unflattering opinion of the Former Employee. The first highlighted example in the Certification of Sarvesh Kumar Dharayan is:

The most important aspect of your transaction's with Apex Technology Group Inc is that they tell you one thing before you transfer your H1B to their consulting firm then later do not stick to what they say(aka lies & cheating). In other words once you file/transfer your H1B to them you more or less become their slave and you will get entangled in thier web of lies and legal documents. (sic)

This statement contains no specific facts and cannot be proven true or false. Instead it is an opinion and, as such, is “absolutely privileged.” *Maressa v. N.J. Monthly*, 89 N.J. 176, 197 (1982).

Occurring before this excerpt, the Former Employee made the factual allegations that Apex had given him an employment agreement after he had started working with different terms from the agreement that he had signed before starting and that this new agreement imposed penalties on the employee of up to \$35,000 if he quit. <http://endh1b.com/Web/blogs/endh1b/archive/2009/11/19/indentured-servitude-is-part-of-the-business-model.aspx>. The excerpt Apex cites here is commentary on the factual allegations made previously; it is those factual allegations that Apex must show to be defamatory

E. The relative harms do not support the expansion of jurisdiction because the harm to John Doe from the proposed order greatly exceeds the benefit to Apex.

Apex asserts that “www.endh1b.com stands to suffer no harm from removal of the false and defamatory postings”. Op. Br. p. 6. Certainly, John Doe has no interest in having false postings made to ENDH1B.COM. However, Apex’s desire here is not to have false postings removed but rather to have the court order that there be no negative postings. This is clear from the wording of Apex’s proposed order prohibiting the “post[ing] any ... negative statements regarding Apex and/or its offic-

ers and directors” and to “remove and/or delete any postings regarding Plaintiffs or any of their employees, officers, or agents.” Prop. Order p. 2. Just as it failed to do with John Doe originally, Apex has not shown the Court that the allegations made by the Former Employee are false.

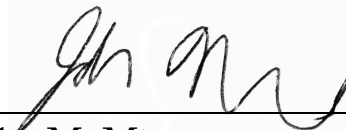
Apex makes the conclusory statement that disclosing the identities of posters to its web site would cause them no harm. To the contrary, such disclosures would deprive these people of their Constitutional right to speak anonymously. *McIntyre* 514 U. S. at 357 (“Under our Constitution, anonymous pamphleteering is not a pernicious, fraudulent practice, but an honorable tradition of advocacy and of dissent. Anonymity is a shield from the tyranny of the majority.”). Workers who speak out against the H-1B program are in conflict with employers and risk being blackballed. The proposed order banning reporting on Apex also deprives other employees and former employees who may have been injured by Apex of information on how to file a formal complaint to seek redress of their injuries. Furthermore, the proposed order would deprive the public and those making policy in regard to H-1B visas information about allegations of abuse in the program.

The injury Apex claims is that potential H-1B employees are refusing to accept positions with them. Dharayan Certification ¶ 15. It is much more likely that such potential employees are getting their information about Apex from web sites targeted towards those seeking H-1B visas, where current and former H-1B worker share their experiences, than they are getting it from ENDH1B.COM; particularly since all of ENDH1B.COM’s information in this regard comes from web sites for Indian H-1B workers. <http://www.edhwani.com/myphpbb/viewtopic.php?f=1&t=>

176; <http://www.complaintsblog.com/Company/apex-technology-group-inc-www-apextgi-com.html>; <http://goolti.blogspot.com/2008/07/this-months-biggest-spammers.html>. Furthermore, if the Former Employee's description of the contents of the employee agreement that Apex claims ownership of and has taken steps to conceal is accurate, the failure of foreign workers to accept employment with them is a natural consequence of Apex's own actions.

CONCLUSION

John Doe therefore respectfully urges the Court not to grant Apex's Order to Show Cause

A handwritten signature in black ink, appearing to read "John M. Miano", is written over a horizontal line. The signature is cursive and somewhat stylized.

John M. Miano
Attorney for John Doe

Dec. 8, 2009

**APPENDIX A—FULL TEXT OF THE FORMER EMPLOYEE'S
STATEMENT AS POSTED TO
[HTTP://RIPOFFATAPEXTGI.WORDPRESS.COM/](http://rihoffatapextgi.wordpress.com/)**

Fraud,cheating,lies and legal agreement @ Apex Technology Group Inc (Sarvesh Kumar Dharayan)

Fraud@ Apex Technology Group Inc

October 30, 2009 by pjainatapextgi

This information is being mailed to you as a reply to your post regarding fraud @ Apex Technology Group Inc (Sarvesh Kumar Dharayan) (www.apextgi.com) visit <http://rihoffatapextgi.blogspot.com/>

Please find the employment agreement letter <http://www.docstoc.com/docs/10702214/agreement>, which I received after I started working for Apex at a client location. None of the terms were part of the initial agreement between me and Apex Technology Group Inc.

I would like to take this oppurtunity to highlight several aspect's of the 9 page legal agreement which might be important for you. For example: 30 day termination notice or forget your last paycheck when you quit, If you join a company (including any level between you and Apex) then pay \$35000 or face a law suit, \$9000 for legal,training and guest services when you quit. \$35000 if you quit in between a contract...etc

The legalities of the agreement are convoluted,abstract and can/will be used against you if you displease Apex technology Group Inc. So once you sign that

document you are at the mercy of the employer and much worse than a bonded labour in India.

Apart from above, employees don't receive their salary at the end of the month. It is usually received @ a random date in the following month, provided you are lucky. Else you would have to chase HR/Accounting to get your pay check. This process helps Apex technology group inc to hold back pay incase you choose to accept employment at another location.

The most important aspect of your transaction's with Apex Technology Group Inc is that they tell you one thing before you transfer your H1B to their consulting firm and then later do not stick to what they say(aka lies & cheating). In other words once you file/transfer your H1B to them you more or less become their slave and you will get entangled in thier web of lies and legal documents.

Sarvesh and his wife Chhavi run the company, they are very unprofessional and treat employees with no respect. They will speak with employees as if they are doing a favor on them. They do not have any direct client's and their marketing folks in Noida would chase posting's on job websites to set you up for interviews.

Also some past history about this company:

Apex Technology Group Inc, was started by Alok Kumar Dharayan. At some point Alok inducted his brother Sarvesh who eventually took over and Alok moved out due to some differences but both the brother's play along so that they don't get into trouble.

During the time when Alok was the President of the company, he filed several I-485/Labor's which he was able to transfer to H1B employees for filing their

green cards. Those employees spread the word by mouth and Apex grew in numbers. However those days are now over and any intention's/incentives of green card will not come to fruition or will come at a cost of several years of servitude. So please be aware and do not be deluded.

Apex Technology Group Inc was able to quell their x/-employee's voices on www.goolti.com by using legal threat's. You can find more info at the following location http://www.goolti.com/reviewdetail.php?company_id=195 .Also I thought you would be interested in knowing that they were the biggest spammer's on www.goolti.com, where they initially tried to cover up their deeds You can find more info at the following location <http://goolti.blogspot.com/2008/07/this-months-biggest-spanners.html>

I would like to take this opportunity and ask other fellow victims who are current or were past employees to report illegal/irregular activities using wh4 forms available @ http://www.dol.gov/esa/whd/forms/fts_wh4.htm

Also you need mail the documents to

Pat Reilly

District Director

Southern New Jersey District Office

US Dept. of Labor

ESA Wage & Hour Division

3131 Princeton Pike, Bldg. 5, Rm. 216 Lawrenceville, NJ 08648

or you can call them @Phone: (609) 538-8310, 1-866-4-USWAGE, (1-866-487-9243)

Remember one thing, any inconsistencies with your pay can only be solved by the department of labour, if the incident has been reported within one year from the time it has been committed.

**APPENDIX B–APEX JOB ADVERTISEMENT AT
HTTP://CLASSIFIEDS.SULEKHA.COM/CLAD.ASPX?CID=4
136771&NMA=COD&REF=APEX%20TECHNOLOGY%20GR
OUP**

**Training / JOBS / H1 Transfer / OPT /CPT,
Green Card**

**For more Information call Sarvesh Kumar at 732-964-1301 or email at: sar-
vesh@apextgi.com**

Or

Call Shankar at 302-397-7768 or email at sarvesh@apextgi.com

TRAINING BA / PL/SQL / ORACLE

Join us and get yourself trained in latest technologies. COME, JOIN one of the fastest growing IT consulting companies in the US with Fortune 500 companies as its clients & PROSPER.

Call Shankar at 302-397-7768 or email at shankar@apextgi.com

Apex Technology Group Inc. requires experience consultants and fresh graduates with B.S/M.S/MIS/MBA Degree for various openings in PL/SQL & Crystal Reports, PeopleSoft, Business Analysis, Visual Basic, .Net, Java/J2EE, Data Warehousing INFORMATICA, Reporting tools (Business objects/COGNOS), modeling tools (ERWIN), Databases (Oracle/Sybase) developer/DBA, etc.

For enquiries related to training and jobs send us your resume at sarvesh@apextgi.com

**If required we process H1-B visas for L1 / L2 , H4 , F1/F2 , B1 /B2 visa holders
and student on OPT / CPT status .**

**Green Card Processing is available only for eligible candidate. Please contact Alok at 732-
964-1303 or Sarvesh Kumar at 732-964-1301 for eligibility process.**

**SEND US E-MAILS WITH YOUR DAYTIME AND EVENING CONTACT INFORMA-
TION at sarvesh@apextgi.com**

TRAINING / JOBS / PLACEMENTS

We offer training and placement assistance for all in the following technologies/IT domains

1. Business Analysis

- Requirement Gathering, Writing Requirements Document.
- Rational Unified Process (RUP), UML, Object Oriented Analysis

- MS Visio, MS Project.
- Rational Rose, Requisite Pro
- Introduction to QA methodology (Test Scripts writing, Traceability Matrix, Testing using Winrunner, SQA Robot)

For Enrollment Call Sarvesh at 732-964-1301 email at sarvesh@apextgi.com

or

Call Shankar at 302-397-7768 or email at sarvesh@apextgi.com

2. Oracle 9i : PL/SQL Procedures, Functions and Packages

- Identify the benefits of the PL/SQL subprograms.
- Identify the features of the development environments.
- Identify the features of a function.
- Match the clauses of the CREATE FUNCTION statement with their descriptions.
- Create a function by using iSQL*Plus.
- Identify the features of packages.

For Enrollment Call Sarvesh at 732-964-1301 email at sarvesh@apextgi.com

or

Call Shankar at 302-397-7768 or email atshankar@apextgi.com

Useful Information

- Training batches are held every month
- Classes contain no more than 8 students
- Batches run both on weekends and weekdays

- Our training center is located 2 minutes away from the NJ Transit Edison train station at:

**Apex Technology Group, Inc.
2 Kilmer Road, Suite C
EDISON, NJ- 08817**

COME, JOIN US, one of the fastest growing IT consulting companies of US with Fortune 500 companies as its clients & PROSPER.

We offer our employees competitive full time salaries, along with a complete benefits package that includes:

- Comprehensive Medical Insurance
- Training in new IT technologies
- Employee referral bonus
- Performance bonus
- H1-B sponsorship
- Green Card sponsorship

Our employees also have an option to work on % basis and retain maximum part of their billing.

We also place candidates if you are simply looking for projects.

Please note:

- 1 . Send us your queries with daytime/evening contact information and word copy of your resume to us at akumar@apextgi.com or call at 732-964-1303
2. Send us your resume in word format with your daytime/evening contact information at sarvesh@apextgi.com or CALL at 732-964-1301

**APPENDIX C–APEX JOB POSTING AT
HTTP://WWW.WALKINJOBINDIA.COM/2009/08/22/IT-
JOB-FOR-FRESEHERS-BTECH-BE-JOBS-WALKIN-
%E2%80%93-APEX-TGI-NOIDA-ON-22-AUG-2009**

IT Job for Fresehers B.Tech / BE Jobs Walkin – Apex TGI Noida on 22 Aug.
2009

August 22, 2009 at 2:35 am · Filed under software jobs, india job, jobs, Good Ver-
bal and Written skills, Walkin-interviews, IT-Software/ Software Services, Noida

Experience: 0 – 3 Years

Job Location: Noida

Education: B.Tech/B.E.

Job Description :

* Understanding of H1B Bench Sales operation in the US, sales of consulting re-
sources, relationship with Tier-I staffing companies in the US, prior experience in
US tele-sales, excellent communication skills.

* Worked in companies with similar responsibilities in tele-sales.

* US tele-sales experience, lead a team of 2-3 tele-sales resources, Understanding of
sub-contracted and its drivers, contacts with contracting companies, proven track
record in placements, excellent communication, sharp thinking and business acu-
men, Bench dynamics and costing, management reporting.

* Marketing H1B bench resources ensuring minimum or no candidate remains on
bench.

* Scanning jobsites for suitable opportunities for bench resources and submitting
profiles for the same.

- * Engaging the Bench resource to ensure proper positioning for upcoming requirements and ensure better selection rate.
- * Identifying Tier 1 vendors in the target region and market the consultant's resume.
- * Ensuring timely submissions to the clients.
- * Regular follow-ups with the vendor regarding the status of the submissions made.
- * Negotiation of rates with the vendors.
- * Maintaining work tracker for the team and mentoring and guiding juniors in daily activities.

About Company :

Apex Technology Group, Inc. (Apex TGI) focuses on delivering sophisticated technology-enabled solutions to maximize complex business needs. Founded in 2001 and based in Edison, New Jersey; the company has provided successful solutions and services to a variety of industries, ranging from Finance, Healthcare, Pharmaceuticals to Telecommunications. The advantage of working with Apex Technology Group, Inc is our level of experience coupled with our familiarity with the market dynamics and latest technologies.

Company Name:

Apex TG India Pvt. Ltd.

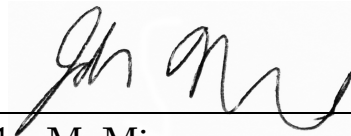
Walkin Date : 22 to 31st Aug 09 2009

Walkin Time : 10:00AM to 3:00PM

CERTIFICATE OF SERVICE

On Dec. 8, 2009 I caused a copy of Brief on Behalf of John Doe, Identified as admin@endh1.com, in Opposition to an Order to Show Cause Made By Way of Special Appearance to be served by U.S. Mail on:

Patrick Papalia
Herten Burstein
21 Main St., Suite 353
Hackensack, N.J., 07601-7095

A handwritten signature in black ink, appearing to read "John M. Miano", is written over a light gray rectangular background.

John M. Miano
Attorney for John Doe

Dec. 8, 2009