

U.S. vs. Kizzy Kalu

Overview of the Kizzy Kalu Case

Kizzy Kalu was a naturalized citizen of the United States, originally from Nigeria, who in 2004 worked for Teikyo Loretto Heights University, now called Colorado Heights University. Together with fellow recruiter, Phillip Langerman, Kalu devised a scheme to recruit foreign-educated nurses to work as nurse instructors and supervisors at Adam University, a fictional university that existed in name only.

By recruiting professional nursing instructors to work at a higher education institution, the two men could recruit nurses under H-1B “specialty occupations” visas. This allowed the pair to avoid the long wait times for temporary employment-based immigration visas, since H-1B visas granted to institutes of higher education are not subject to a visa cap. Mr. Kalu promised salaries of \$68,000 to \$72,000 to the nurses. Upon arrival to the U.S., the nurses were told that instructor and supervisor positions at Adam University were unavailable and were coerced to work in long-term care facilities that relied on the Foreign Healthcare Professionals Group (FHPG), a business Mr. Kalu owned, for staffing services. Under this staffing arrangement, long-term care facilities provided payment for the nurses’ wages directly to FHPG, of which Mr. Kalu only paid 65 percent to the nurses. As a result, the nurses received less than 50 percent of what they had originally been promised.

When the scheme attracted government attention, Mr. Kalu changed the payment system so that nurses would be paid directly by their employers. If the contracts between nurses and the long-term care facilities were terminated, Mr. Kalu instructed the nurses to seek employment elsewhere and to pay FHPG a \$1,200 monthly fee. Mr. Kalu threatened to have nurses’ visas withdrawn if they did not pay him or follow his directions. Nurses were also prohibited from traveling and reported feeling bound to Mr. Kalu, both because they had incurred debts in order to pay him for his assistance with obtaining their visas and because if they were unable to pay the \$25,000 (breach of contract fee) they would owe Mr. Kalu if they broke their employment contracts.

*This case study was adapted from the Alliance for Ethical International Recruitment Practices, available at http://www.cgfnalliance.org/wp-content/uploads/2014/11/Case_Study_7_-_Kizzy_Kalu_v._USA.pdf.

Media Coverage and Press Release on *U.S. vs. Kizzy Kalu*

http://www.denverpost.com/ci_23387204/human-trafficking-trial-prosecutor-says-kalu-lured-nurses

http://www.denverpost.com/ci_23577659/highlands-ranch-businessman-convicted-human-trafficking-case

<https://www.justice.gov/usao-co/pr/highlands-ranch-man-sentenced-forced-labor-and-trafficking-forced-labor-well-other>

AMP Model		
ACTION	MEANS	PURPOSE
Recruiting	Force	Exploitation
Harboring	Fraud	Involuntary Servitude
Transporting	Coercion*	Debt Bondage
Providing		
Obtaining		
Patronizing		
Soliciting		