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CAUSE NO. 2023-85397

AUDUBON ENGINEERING OPERATIONS, LLC, LEE LEVITT, ZAIN SAUD, SURYA MANGIPUDI, SANTHOSH KONATHALA, and RICARDO SUAREZ SALINAS *Plaintiffs*,	§ § § § §	IN THE DISTRICT COURT OF
v.	§ § §	HARRIS COUNTY, TEXAS
ALLA NOWOWIEJSKI *Defendant*.	§ § §	11th JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

Plaintiffs Audubon Engineering Operations, LLC, Lee Levitt, Zain Saud, Surya Mangipudi, Santhosh Konathala, and Ricardo Suarez Salinas (collectively, "Plaintiffs"), file this Original Petition and respectfully show the following:

I.
DISCOVERY CONTROL PLAN

1. Discovery is intended to be conducted under Level 3 of Texas Rule of Civil Procedure 190.1.

II.
RULE 47(C) STATEMENT OF RELIEF

2. Plaintiffs seek monetary relief of over $250,000.00 but not more than $1,000,000.00. Plaintiffs reserve the right, and in fact do hereby seek equitable relief.

III.
PARTIES

3. Plaintiff Audubon Engineering Operations, LLC is a Texas Limited Liability Company with offices in Houston, Harris County, Texas.

4. Plaintiff Lee Levitt is an individual residing in Harris County, Texas.

5. Plaintiff Surya Mangipudi is an individual residing in San Bernardino County, California.

6. Plaintiff Zain Saud is an individual residing in Harris County, Texas.

7. Plaintiff Santhosh Konathala is an individual residing in Fort Bend County, Texas.

8. Plaintiff Ricardo Suarez Salinas is an individual residing in Harris County, Texas.

9. Defendant Alla Nowowiejski is an individual and Texas resident who may be served with process and given notice of this petition by delivering a copy of it to (1) her last known place of residence at 14211 Stokesmount Dr., Houston Texas 77077, (2) her last known place of business at 6767 Portwest Dr. Suite 190, Houston, Texas 77024, or (3) wherever else Alla Nowowiejski may lawfully be found.

IV.
JURISDICTION AND VENUE

10. This Court has personal jurisdiction over the parties who are residents a of Texas. The Court also has subject matter jurisdiction because the damages requested exceed any minimum jurisdictional limits of the Court.

11. Venue is also otherwise proper in Harris County. Under Tex. Civ. Prac. & Rem. Code § 15.002(a)(1), venue is proper in any county in which a substantial part of the events or omissions giving rise to the claim occurred. Nowowiejski was hired by Audubon to perform legal services for Plaintiffs, which she failed to do. As these events largely occurred in Houston, Texas, a substantial part of the events giving rise to Plaintiffs' claims occurred in Harris County.

12. All conditions precedent to Plaintiffs maintaining this suit and recovering the relief requested have been performed or have occurred.

V.
BACKGROUND FACTS

13. Audubon Companies ("Audubon") is an engineering company that began in 1997. It is a global provider of services that include engineering, procurement, fabrication, and construction management for the oil and gas, petrochemical, refining, and pipeline markets. Given its global operations, Audubon will employ qualified professionals who are citizens of different countries seeking citizenship or other proper immigration status in the United States. To that end, Audubon has the need to utilize immigration attorneys to properly oversee the immigration process for certain employees.

14. From approximately 2012 to 2022, Audubon utilized the services of immigration attorney Alla Nowowiejski to represent various employees undergoing the immigration process in the United States. In late 2022, five of those Audubon employees were Lee Levitt, Santhosh Konathala, Ricardo Suarez Salinas, Zain Saud, and Surya Mangipudi.

15. Audubon began working with Alla Nowowiejski in approximately 2012. At that time, Ms. Nowowiejski was working for an immigration law firm called Monty & Ramirez. Ms. Nowowiejski remained there until 2016, at which point, she joined the law firm of Lugenbuhl, Wheaton, Peck, Rankin & Hubbard. Audubon's immigration work went with Ms. Nowowiejski to the Lugenbuhl Firm. Ms. Nowowiejski remained there until approximately the end of 2018, at which point she began her own firm – Nowowiejski Law Firm.

16. Although Audubon continued using Ms. Nowowiejski after she created her own firm, a decision was made to transition client matters to another immigration law firm. Audubon made the decision because Ms. Nowowiejski was not satisfactorily updating Audubon or its employees with current information and status reports on pending matters. On January 21, 2020, Audubon advised Ms. Nowowiejski that it would be transitioning work to a new law firm.

Audubon engaged the law firm of Fragomen, Del Ray, Bernsen & Loewy, LLP, which began evaluating files it would be appropriate to take over.

17. The Fragomen firm began requesting file information from Ms. Nowowiejski. Some information was provided that enabled the Fragomen Firm to evaluate the matters, but there were significant gaps in information. On February 23, 2021, Rachel Levy (an attorney with the Fragomen Firm) wrote to Ms. Nowowiejski stating that she had failed to provide client file information that had been requested for over 10 months. Ms. Levy advised that the failure to provide information may result in certain individuals accruing unlawful presence, and potentially other problems. Ultimately, the Fragomen firm received some information. But as it disagreed with the immigration procedures that Ms. Nowowiejski had invoked, it declined to take certain cases. This left many Audubon related immigration cases with Ms. Nowowiejski, including those of Lee Levitt, Santhosh Konathala, Ricardo Suarez Salinas, Zain Saud, and Surya Mangipudi.

18. In 2021, Ms. Elizabeth "Libby" Wilkins-Rivas (who is now Audubon's Senior Human Resources Director) took over the handling of immigration issues. Over the next year and into late 2022, Ms. Rivas would serve as the primary interface contact with Ms. Nowowiejski. Ms. Rivas would schedule periodic update calls with Ms. Nowowiejski where she would garner information about the status of the cases and receive updated information. Despite Ms. Rivas' efforts, problems occurred such as Ms. Nowowiejski missing meetings, forgetting about scheduled phone calls, and generally not providing status reports, or as it would be later learned, providing false information regarding the status of the cases.

19. The issues came to a head with a series of events that began during a September 22, 2022, meeting between Ms. Nowowiejski and Ms. Rivas. During that meeting, Ms. Nowowiejski advised Ms. Rivas that there was a meeting with the United States Citizenship and

Immigration Service (USCIS) scheduled for October 11, 2022, on the matter involving Surya Mangipudi. Ms. Rivas confirmed that she would attend as the employer/sponsor for Mr. Mangipudi.

20. On the morning of the Mangipudi meeting dated October 11, 2022, Ms. Nowowiejski sent an email and a text message specifying that USCIS had cancelled. Ms. Nowowiejski explained that the meeting had been cancelled because the servers were down at USCIS. Ms. Nowowiejski then forwarded a purported USCIS cancellation notice to Ms. Rivas, who responded stating that the whole cancellation seemed odd. Ms. Rivas asked for the new date, and Ms. Nowowiejski responded that she was trying to get a new date. Ms. Rivas asked Ms. Nowowiejski to let her know when the meeting would be rescheduled.

21. Ms. Rivas felt the cancellation was strange enough that she personally called the USCIS offices. Ms. Rivas asked if the USCIS offices were closed for meetings because of a server issue, and the USCIS representative said there was no server problem, and they were open. Ms. Rivas advised the USCIS representative that she was supposed to have a meeting and it was cancelled. Ms. Rivas gave the USCIS representative the case identification number to confirm that there was no meeting scheduled. The USCIS representative confirmed there was no meeting, that, in fact, there had been no meeting ever scheduled for October 11, 2022, that the meeting identification number was from two years earlier, and that it was for an entirely different person (not Mr. Mangipudi). Ms. Rivas then knew that Ms. Nowowiejski had lied to her about the meeting on Mr. Mangipudi's case.

22. Ms. Rivas continued talking to the USCIS representative for an extended amount of time. She asked about Surya Mangipudi and Zain Saud's cases. The USCIS representative notified Ms. Rivas that there was no record of anything filed or approved since there were

denials of Mr. Mangipudi and Mr. Saud's applications. Ms. Rivas did not know about the denials before that date. She had been given fake and fraudulent notices by Ms. Nowowiejski reflecting that the immigration matters were still pending.

23. The USCIS representative sent Ms. Rivas an email later that afternoon on the same day that the call happened. The email thanked Ms. Rivas for the inquiry. The next day Ms. Rivas texted Ms. Nowowiejski asking when the meeting would be rescheduled. Ms. Rivas did not reference the call she had with the USCIS representative. Ms. Rivas does not know if a copy of the USCIS inquiry email was sent to Ms. Nowowiejski thus triggering her having knowledge about Ms. Rivas' own direct inquiry. However, it is known that Ms. Nowowiejski did not respond to Ms. Rivas' communication. In fact, Ms. Nowowiejski would not respond to another substantive message from Ms. Rivas thereafter.

24. After the fake-meeting cancellation issue, Ms. Rivas asked the Fragomen Firm to perform an audit of the files from Ms. Nowowiejski. The Fragomen Firm performed the audit and identified several missing papers. Audubon then engaged the Quan Law Group and Kristen Quan Hammill on the files in Ms. Nowowiejski's office that the Fragomen Firm did not assume.

25. On November 4, 2022, Ms. Hammill requested from Ms. Nowowiejski the files from the employees at issue in this correspondence. Ms. Nowowiejski responded on November 8, 2022, stating she would send the files, but then never did. Thereafter, Ms. Hammill did not hear from Ms. Nowowiejski again. Ms. Nowowiejski has never sent the files to Ms. Hammill.

26. In November 2022, Ms. Hammill sent FOIA requests for the files of the five employee clients. FOIA requests were sent both to the U.S. Department of Labor (DOL) and USCIS. Both the DOL and USCIS responded within a few weeks, providing the documents that had been requested. The FOIA informational responses confirmed that Ms. Nowowiejski lied to

Ms. Rivas and Audubon employees, misrepresented that petitions were filed when they were not, falsified documents, and otherwise gross neglect as well as unethical behavior. As noted above, Audubon still does not have Ms. Nowowiejski's complete files on these clients for which she was paid $109,855.84 to provide legal services.

27. Mr. Levitt's FOIA informational responses indicated that Ms. Nowowiejski misrepresented verbally and in writing to Audubon and Mr. Levitt that she had (1) filed a PERM labor certification, (2) filed an I-140 petition, and (3) filed I-485 applications. The governmental response to the FOIA request has demonstrated that these statements were false. Audubon and Mr. Levitt have asked Ms. Nowowiejski to return the client file, but she has refused. Ms. Nowowiejski not only held onto the file, but her unearned fee as well.

28. As for Mr. Konathala, the FOIA results evidenced that Ms. Nowowiejski misrepresented verbally and in writing to Audubon and Mr. Konathala that she had (1) filed an I-140 petition and (2) filed I-485 applications. This was false because she never filed these applications according to the FOIA response records. Instead, Ms. Nowowiejski sent a fabricated official USCIS notice to Audubon and Mr. Konathala indicating that an I-140 Petition had been filed and approved. Audubon, Mr. Konathala, and Ms. Hammill have asked Ms. Nowowiejski to return the client file, but she has refused. Ms. Nowowiejski not only held onto the file, but her unearned fee as well.

29. Mr. Salinas' FOIA results showed Ms. Nowowiejski misrepresented verbally and in writing to Audubon and Mr. Suarez that she had (1) filed a PERM labor certification, (2) filed an H-1B extension, (3) filed an I-140 petition, and (4) filed I-485 applications. This was false because she never filed these applications. Instead, Ms. Nowowiejski sent a fabricated and false official USCIS notice to Audubon and Mr. Suarez indicating that the H-1B had been filed, the I-

140 had been filed, and the I-140 had been approved. Ms. Nowowiejski has also not returned the file regarding the matter to Audubon, Mr. Salinas, or Ms. Hammill though it was requested. Ms. Nowowiejski not only held onto the file, but her unearned fee as well.

30. Mr. Saud's FOIA results evidenced that Ms. Nowowiejski misrepresented verbally and in writing that she had (1) filed a PERM Labor Certificate with the DOL, (2) filed an I-140 Petition, (3) filed an I-485 AOS Application, and (4) that an H-1B extension application had been approved. Ms. Nowowiejski failed to disclose that the H-1B application had been denied because she failed to respond to a Request for Evidence (RFE) from the USCIS. Ms. Nowowiejski sent fabricated and forged documents reflecting: (1) a false USCIS Notice of Receipt for an H-1B Petition, (2) a false USCIS approval of a H-1B application, and (3) a false USCIS Notice of Receipt of a filed I-140 Petition. Ms. Nowowiejski has also not returned the file regarding the matter to Audubon, Mr. Saud, or Ms. Hammill though it was requested. Ms. Nowowiejski not only held onto the file, but her unearned fee as well.

31. Finally, the FOIA results related to Mr. Mangipudi's immigration status indicated Ms. Nowowiejski misrepresented verbally and in writing that she had filed (1) a PERM Labor Certificate with the DOL, (2) an H-1B Petition, (3) an I-140 Petition, and (4) and I-485 AOS Application for Mr. Mangipudi. Ms. Nowowiejski sent Audubon and Mr. Mangipudi several fabricated and/or forged documents including: (1) a false USCIS Notice of Receipt for an I-140 Petition, (2) a false Notice of Approval for an I-140 Petition, (3) a false Notice of Receipt for an I-129 H-1B petition, (4) a false Notice of Approval for an I-129 H-1B Petition, (5) a false USCIS Meeting Notice, and (6) a false USCIS Meeting Cancellation email. Ms. Nowowiejski has also not returned the client file to Audubon, Mr. Mangipudi, or Ms. Hammill though it has been requested. Ms. Nowowiejski not only held onto the file, but her unearned fee as well.

32. As to each of the Audubon Employees, Audubon paid Ms. Nowowiejski the total sum of $109,855.84: (1) $19,485.00 for Lee Levitt, (2) $15,150.00 for Santhosh Konathala, (3) $26,215.00 for Ricardo Suarez Salinas, (4) $30,845.00 for Zain Saud, and (5) $29,240.84 for Surya Mangipudi. Given the fabrications and incomplete work, these are unearned fees.

33. Due to Ms. Nowowiejski's false representations that she had been attentive to their cases, had made certain promised filings when she had not, and was forging and fabricating government records, Mr. Mangipudi, Mr. Saud, Mr. Suarez, Mr. Konathala, and Mr. Levitt are in danger of losing their legal immigration status and thus, their ability to work in the United States. Ms. Nowowiejski's conduct has also taken an emotional toll on each of the five employees. For example, Zain Saud and Ricardo Suarez Salinas have had difficulties renewing their driver's licenses and thus were unable to drive for long periods. And this is only one example of how this has impacted each of these five individuals. Neither Audubon nor any of the affected individuals have received any explanation from Ms. Nowowiejski for her behavior that has taken serious effect on their livelihoods. To make matters worse, to this day, Audubon and the affected employees have still not received the client files despite multiple requests having been made.

34. All conditions precedent to filing this lawsuit and recovering damages have been satisfied by Plaintiffs or waived by Defendant.

VI.
CAUSES OF ACTION

Count 1: Negligence, Gross, Negligence, and Legal Malpractice

35. Paragraphs 1 through 34 of this petition are incorporated into this section.

36. At all times material, Defendant had an attorney-client relationship with Plaintiffs, and therefore owed Plaintiffs various duties as a matter of law, including care, competence, and

diligence. Defendant fell below the standard of care by the following acts and omissions, which are detailed by way of example versus limitation:

a. Failing to properly communicate with Plaintiffs;

b. Failing to properly and diligently represent Plaintiffs;

c. Failing to properly file legal documents in her representation of Plaintiffs;

d. Failing to properly use payments made to Defendant for the representation of Plaintiffs in the immigration cases; and among other things,

e. Failing to represent Plaintiffs with undivided loyalty.

37. Of course, nothing Plaintiffs did, or failed to do, caused or in any way contributed to cause the occurrences that resulted in losses and damages to Plaintiffs as outlined herein. On the contrary, Defendant fell below the standard of care for attorneys practicing law in Texas, and thus, Defendant's conduct was a proximate and/or producing cause of Plaintiffs' losses and damages. Moreover, Defendant's conduct was made with objective awareness of the risk that his conduct posed, but that Defendant nevertheless proceeded with conscious indifferent to the rights of Plaintiff. This constitutes gross negligence. And because Defendant's acts or omissions were committed with gross negligence, Defendant is liable to Plaintiff for exemplary damages.

Count 2: Fraud

38. Paragraphs 1 through 34 of this petition are incorporated into this section.

39. Defendant represented to Plaintiffs that she was handling the immigration cases of the Audubon Employees and that she had been successfully filing the needed immigration documents. Due to Ms. Nowowiejski's claims that she had in fact been filing the immigration documents, Audubon paid Ms. Nowowiejski for her alleged services on the immigration cases. Due to Ms. Nowowiejski's false representations that she had been attentive to the cases, had made

certain promised filings when she had not, and was forging and fabricating government records, Audubon, Mr. Mangipudi, Mr. Saud, Mr. Suarez, Mr. Konathala, and Mr. Levitt's immigration proceedings have been unnecessarily complicated.

40. Plaintiffs reasonably and justifiably relied on the material representations by Defendant that not only had she filed the immigration documents, but that she had received confirmations and approvals of the filings. The representation induced Plaintiffs into continuing to pay Ms. Nowowiejski for her work and continuing to use Ms. Nowowiejski for their immigration needs, and further incurring additional costs associated with the same, as well as the attendant delays in the proceedings. The conduct by Defendant constitutes string along fraud.

41. As it turns out, Defendant's representations were false. They were either knowingly made false statements of fact, promises of future performance with no intention to perform, false promises to do an act with no intention of performing the act, and/or false representations made at a time when Defendant was failing to disclose material facts. The above fraud proximately caused Plaintiffs damages, for which Plaintiffs each now sue.

42. Indeed, the above conduct constitutes common law fraud. Pursuant to this claim of common law fraud, Plaintiffs are entitled to actual damages, consequential damages, and punitive/exemplary damages (because the fraud was perpetrated with malice). Plaintiffs are entitled to prejudgment and post-judgment interest.

Count 3: Breach of Fiduciary Duty

43. Paragraphs 1 through 34 of this petition are incorporated into this section. As their immigration attorney, Defendant owed fiduciary duties to Plaintiffs, including but not limited to:

a. Duty of loyalty and utmost good faith;

b. Duty of candor;

c. Duty to refrain from self-dealing;

d. Duty to act with integrity of the strictest kind;

e. Duty of fair, honest dealing;

f. Duty of full disclosures; that is, a duty not to conceal matters that might influence a fiduciary to act in a manner prejudicial to the principal;

g. Duty to represent Plaintiffs with undivided loyalty;

h. Duty to act with absolute perfect candor, openness, honesty, and without any concealment or deception, no matter how slight; and

i. Duty to make a full and fair disclosure of all material facts concerning Defendant's representation of Plaintiffs.

44. Defendant breached her fiduciary duties by failing to diligently handle Plaintiffs' immigration cases and proceeding to lie about work, or lack thereof, being done. The breach of fiduciary duty has proximately caused Plaintiffs' damages for which they now sue. Plaintiffs are additionally entitled to the remedy of disgorgement and/or forfeiture of the ill-gotten gains that Defendant has received for her clear and serious breach of fiduciary duty. Because Defendant's breach of fiduciary duty was committed with malice, Plaintiffs seek exemplary damages.

Count 4: Conversion

45. Paragraphs 1 through 34 of this petition are incorporated into this section. Defendant misappropriated property of Audubon for her own benefit and use when she should have used Audubon's payments to her to file the immigration documents for the Audubon Employees. Additionally, Plaintiffs have made numerous demands, including demands through Audubon's counsel, for the Client file of each affected Audubon Employee. Although it is confirmed that she received the demands, Defendant refused to substantively respond and return the property.

Instead, Defendant has continued to unlawfully exercise dominion and control over Plaintiffs' property. Moreover, Defendant refused to return any of the requested items. Her failure to do so constitutes an unlawful exercise of dominion and control over property to which she was not entitled.

46. Defendant's conduct was done knowingly, intentionally, and with malice. Therefore, Plaintiffs bring this action for conversion seeking (a) actual damages, (b) consequential damages, and (c) exemplary damages. Plaintiff seeks pecuniary and non-pecuniary damages.

Count 5: Texas Deceptive Trade Practices Act

47. The above conduct outlined in paragraphs 1 through 34 constitutes a violation of the Texas Deceptive Trade Practices Act (DTPA) by Nowowiejski, which renders her liable to Plaintiffs. The Plaintiffs were consumers with regard to Ms. Nowowiejski. Plaintiffs sought goods and/or services from Defendant and although Defendant is a professional, Plaintiffs can still sue her under the exception to the general rule. Plaintiffs are suing Defendant for her express misrepresentations of material facts that cannot be characterized as advice, judgment, or opinion; her failure to disclose known information in violation of Texas Business & Commerce Code § 17.46(b)(24); Defendant's unconscionable actions or courses of action that cannot be characterized as advice, judgment, or opinion; and for her breaches of express warranty that cannot be characterized as advice, judgment, or opinion. Defendant has committed the following violations as can be found in Tex. Bus. & Com. Code § 17.46(b):

(1) passing off goods or services as those of another;

(2) causing confusion or misunderstanding as to the source, sponsorship, approval, of certification of goods or services;

(3) causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;

(5) representing that goods or services have sponsorship, approval, characteristics, benefits, uses that they do not have;

(7) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

(9) advertising goods or services with intent not to sell them as advertised;

(24) failing to disclose information about goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed.

48. The conduct described above in the factual background section also constitutes a breach of express or implied warranty and an unconscionable action or course of action in violation of Tex. Bus. & Com. Code § 17.50(a). Defendant's conduct in violation of the DTPA was committed knowingly and intentionally, and was the producing cause of Plaintiffs' damages. Because the actions were committed intentionally and/or knowingly, Plaintiffs are statutorily authorized to recover three times the amount of their mental anguish and economic damages under Texas Business & Commerce Code section 17.50(b)(1). Plaintiffs are also entitled to recover reasonable and necessary attorney's fees for prosecuting this suit under Texas Business & Commerce Code section 17.50(d). Furthermore, Plaintiffs are entitled to recover the costs of court, and prejudgment interest. Plaintiff further seeks orders necessary to restore any money or property which may have been acquired in violation of the DTPA as authorized by section 17.50(b)(4). A statutory DTPA notice is not required as Defendant's non-responsiveness has risen to the point that she has even refused to return Plaintiffs their files. To the extent Defendant complies with her ethical obligations and finally returns Plaintiffs their files, then Plaintiffs will reconsider any DTPA notice obligation.

VII.
MISCELLANEOUS

49. Plaintiffs hereby assert the discovery rule and fraudulent concealment as a response to any statute of limitations assertion that Defendant may make in addition to asserting the *Hughes* tolling rule. Plaintiffs assert that all conditions precedent have been sustained. Plaintiffs reserve the right to seek relief by way of a contempt of court or other equitable and injunctive relief.

50. A punitive damage cap does not apply under Chapter 41 because the recovery of damages is based on conduct that is exempt from any cap under Chapter 41 of the Civil Practice and Remedies Code, including defalcation in a fiduciary capacity by Defendant.

51. Defendant is liable to Plaintiffs for disgorgement of fees and for fee forfeiture given the clear and serious breach of fiduciary duty that has occurred.

CONCLUSION AND PRAYER

WHEREFORE, PREMISES CONSIDERED, the Plaintiffs respectfully pray that they have and recover the following from the Defendant, and for all such other relief to which they may be justly entitled:

(a) Actual damages;

(b) Consequential damages;

(c) Pecuniary and non-pecuniary damages;

(d) Treble damages as allowed under the Texas Deceptive Trade Practices Act;

(e) Exemplary damages in the maximum amount allowed by law;

(f) Prejudgment interest as called upon by the contract and/or authorized by law;

(g) Post-judgment interest;

(h) Attorneys' fees; and

(i) All such other relief to which Plaintiffs may show themselves justly entitled including forfeiture and disgorgement of fees.

Respectfully submitted,

MARTIN, DISIERE, JEFFERSON & WISDOM LLP

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