

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

**MANAGEMENT HEALTH SYSTEMS, INC.,  
d/b/a MEDPRO HEALTHCARE STAFFING,**

**CASE NO.: CACE-17-010509**

**Plaintiff,**

**vs.**

**EDEN SELISPARA,**

**Defendant.**

\_\_\_\_\_ /

**UNOPPOSED MOTION FOR LEAVE TO FILE AMENDED ANSWER**

Defendant, EDEN SELISPARA (“Defendant”), by and through undersigned counsel, moves this Court, pursuant to Florida Rule of Civil Procedure 1.190(a), for leave to file an Amended Answer to Plaintiff’s, Management Health Systems, Inc., d/b/a MedPro Healthcare Staffing (“Plaintiff”), Complaint. In support thereof, Defendant states:

1. Plaintiff filed its Complaint on June 2, 2017.
2. On June 23, 2017, Defendant filed her *pro se* Answer.
3. Varnell & Warwick entered its appearance on September 29, 2017.
4. Defendant moves to amend her Answer to include Affirmative Defenses and Counterclaims. A copy of the proposed Amended Answer, Affirmative Defenses and Counterclaims is attached hereto as Exhibit A.

5. Florida Rule of Civil Procedure 1.190(a) provides that leave of Court to amend a pleading “shall be given freely when justice so requires.” Moreover, Florida Rule of Civil Procedure 1.190(e), states: “At any time in furtherance of justice, upon such terms as may be just, the court may permit any process, proceeding, pleading, or record to be amended or material

supplemental matter to be set forth in an amended or supplemental pleading. At every state of the action the court must disregard any error or defect in the proceedings which does not affect the substantial rights of the parties.”

6. All doubts should be resolved in favor of allowing the amendment and refusal to do so generally constitutes an abuse of discretion unless it clearly appears that allowing the amendment would prejudice the opposing party, the privilege to amend has been abused, or amendment would be futile. *Hutson v. Plantation Open MRI, LLC*, 66 So. 3d 1042, 1045 (Fla. 4<sup>th</sup> DCA 2011); *quoting Spradley v. Stick*, 622 So.2d 610, 613 (Fla. 1st DCA 1993); *accord Carter v. Ferrell*, 666 So.2d 556 (Fla. 2d DCA 1995); *Crown v. Chase Home Fin.*, 41 So. 3d 978, 979–80 (Fla. 5<sup>th</sup> DCA 2010), *citing Yun Enters., Ltd. v. Graziani*, 840 So.2d 420, 422-23 (Fla. 5th DCA 2003); *Gate Lands Co. v. Old Ponte Vedra Beach Condo.*, 715 So.2d 1132, 1135 (Fla. 5th DCA 1998).

7. Public policy further favors the liberal granting of leave to amend where the failure to do so will likely prevent the cause from being resolved on its merits. *Gate Lands Co.*, 715 So.2d at 1135 (public policy of this state is to freely allow amendments to pleadings so that cases may be resolved on their merits); *S. Developers & Earthmoving, Inc. v. Caterpillar Fin. Servs. Corp.*, 56 So.3d 56, 62 (Fla. 2d DCA 2011).

8. Courts should be especially liberal when leave to amend “is sought at or before a hearing on a motion for summary judgment.” *Quality Roof Servs., Inc. v. Intervest Nat'l Bank*, 21 So.3d 883, 885 (Fla. 4th DCA 2009) (*quoting Thompson v. Bank of New York*, 862 So.2d 768, 770 (Fla. 4th DCA 2003)); *see also Gate Lands Co.*, 715 So.2d at 1135 (*quoting Bill Williams Air Conditioning & Heating, Inc. v. Haymarket Co-op. Bank*, 592 So.2d 302, 305 (Fla. 1st DCA 1991)).

9. Florida courts generally permit *pro se* defendants who filed bare-bones answers to amend their answers. *Hutson*, 66 So. 3d at 1046; *Crown*, 41 So. 3d at 979–80; *Laurencio v. Deutsche Bank Nat. Tr. Co.*, 65 So. 3d 1190, 1193 (Fla. 2d DCA 2011).

10. Defendant has not previously sought any amendment, nor has she abused the privilege to amend.

11. The amendment would not be futile, where the affirmative defenses and counterclaims that Defendant seeks to add are all well-grounded in fact and supporting law, and are consistent with the defenses raised in the *pro se* answer.

12. Plaintiff would suffer no prejudice as a result of allowing the amendment. This case is in its inception, no discovery or motions practice has taken place except the *pro se* motion to transfer venue which Defendant has withdrawn, there are no pending dispositive motions (including motions for summary judgment) on file at this time, and the case is not set for trial.

13. Furthermore, denial of the motion to amend would preclude the case from being resolved on its merits.

14. Counsel for Plaintiff does not oppose the relief requested herein.

WHEREFORE, Defendant respectfully requests this Court grant leave to file her Amended Answer, Affirmative Defenses and Counterclaim.

Dated: November 3, 2017.

**VARNELL & WARWICK, P.A.**

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 3rd day of November, 2017, I electronically filed the foregoing with the Clerk of the Court using the Florida E-Filing Portal system, which will send a notice of electronic filing to all counsel of record.

/s/JANET R. VARNELL \_\_\_\_\_  
JANET R. VARNELL

# **EXHIBIT A**

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

**CIVIL DIVISION**

MANAGEMENT HEALTH SYSTEMS, INC.,  
d/b/a MEDPRO HEALTHCARE STAFFING,  
Plaintiff/Counter-Defendant,

CASE NO.: CACE-17-010509

vs.

JUDGE: Hon. John B. Bowman

EDEN SELISPARA,  
Defendant/Counter-Plaintiff.

\_\_\_\_\_ /

## **FIRST AMENDED ANSWER AND COUNTERCLAIMS**

Defendant Eden Selispara files this First Amended Answer and Counterclaims in response to Plaintiff's Complaint, and states as follows:

### **INTRODUCTORY STATEMENT**

Defendant is without knowledge as to the allegations in the first sentence of this paragraph. Defendant admits that Defendant signed two documents entitled "Employment Agreement," drafted by Plaintiff Management Health Systems, Inc. d/b/a MedPro Staffing ("MedPro"), and that MedPro presented substantially similar documents to similarly-situated healthcare professionals, without any admission as to the validity or enforceability of said documents. The third sentence contains a legal conclusion to which no response is required; to the extent a response is required, Defendant denies the allegations therein.

### **PARTIES, JURISDICTION, VENUE AND CONDITIONS PRECEDENT**

1. Defendant is without knowledge as to the allegations in this paragraph.

2. This paragraph consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies that she was ever “employed” as that term is used in Plaintiff’s Exhibit A, and denies that she breached any agreement with Plaintiff.

3. This paragraph is a legal conclusion to which no response is required.

a. Defendant admits this allegation.

b. Defendant admits this allegation but disputes its materiality and relevance.

c. Defendant denies this allegation.

d. Defendant denies this allegation.

e. The first sentence of this subparagraph is a legal conclusion to which no response is required. To the extent a response is required, the allegation is denied. As to the second sentence, Defendant lacks sufficient knowledge as to the meaning of the term “the job” or “for purposes of performing the job” to respond. As to the third sentence, Defendant denies the allegations as no interview was arranged for her at any time. As to the fourth sentence, Defendant denies she ever submitted a time card, and denies that she was paid “each week.” The only payment received from Defendant was “Relocation/Start-Up Assistance” in the amount of \$2,500, paid in three installments, with the last installment paid on February 3, 2017.

4. This paragraph states Plaintiff’s characterization of the action and a legal conclusion, neither of which requires a response.

5. This paragraph consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies that “the contract at issue” was negotiated or executed in Broward County, Florida. Defendant lacks knowledge as to where Plaintiff “prepared” the document.

6. This paragraph consists of a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegation.

7. This paragraph consists of a legal conclusion to which no response is required. Furthermore, the reference to “this action” is vague and Defendant thus cannot identify with certainty the conditions precedent to which Plaintiff refers. To the extent a response is required, Defendant denies the allegation. The 2016 document attached to Plaintiff’s complaint lists conditions precedent to the start of what Section 10 refers to as the “Employment Term.” The following among those conditions precedent did not occur:

- a. Section 2(e): “Interview with and be accepted by a client of the Company for a work assignment (‘Work Assignment’) with a confirmed commencement date”;
- b. Section 2(e): An implied condition that Ms. Selispara be granted an interview with a client of MedPro;
- c. Section 2(e): An implied condition that a client of MedPro offer Ms. Selispara a work assignment; and
- d. Section 5: “a date set by the Company.”

#### **FACTUAL ALLEGATIONS**

8. Admitted.

9. Defendant admits that MedPro has relationships with other healthcare workers, that MedPro places some healthcare workers with MedPro’s clients for certain periods of time, and that MedPro recruits many health care workers from foreign countries. Defendant lacks sufficient knowledge to respond to the remainder of the allegations.



10. Defendant denies the allegations in this paragraph, except to the extent they contain legal conclusions, to which no response is required, and to admit that Defendant electronically signed a copy of the document attached as Exhibit A on August 8, 2016.

11. To the extent the allegations in this paragraph seek to characterize any alleged contractual obligations, the allegations are legal conclusions to which no response is required. Defendant respectfully refers the Court to that document, which speaks for itself. To the extent further response is required, Defendant denies the allegations.

12. Defendant denies the allegations in this paragraph.

13. This paragraph consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations, including any implied allegation that Defendant began working for MedPro on March 7, 2017.

14. This paragraph contains legal conclusions and a statement of the relief Plaintiff requests, to which no response is required. To the extent a response is required, Defendant denies the allegations, including any allegation that MedPro paid all of the costs listed or that all of the listed items constitute actual damages.

15. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

#### **COUNT I – BREACH OF CONTRACT**

16. Defendant re-alleges and re-asserts the responses set forth in paragraphs 1-15 as if fully set forth herein.

17. This paragraph is Plaintiff's characterization of the action, and thus no response is required.

18. Defendant admits that she electronically signed a copy of the document attached as Exhibit A on August 8, 2016. To the extent Plaintiff's allegations are legal conclusions, no response is required. Defendant respectfully refers the Court to the document itself for a true and complete representation of its contents.

19. Defendant denies the allegations in this paragraph.

20. Defendant denies the allegations in this paragraph.

21. This paragraph consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

22. This paragraph consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

23. This paragraph consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

The "WHEREFORE" paragraph states Plaintiff's characterization of the remedies it seeks and thus no response is required.

## **COUNT II – UNJUST ENRICHMENT**

24. Defendant re-alleges and re-asserts the responses set forth in paragraphs 1-15 as if fully set forth herein.

25. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

26. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

27. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

28. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

29. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

The “WHEREFORE” paragraph states Plaintiff’s characterization of the remedies it seeks and thus no response is required.

All allegations not specifically admitted herein are hereby denied.

### **AFFIRMATIVE DEFENSES**

Without regard for which party bears the burden of proof and without waiving its right to require Plaintiff to prove each and every element of each claim asserted in the Complaint, Defendant Eden Selispara asserts the following affirmative defenses.

#### **FIRST AFFIRMATIVE DEFENSE**

Plaintiff’s claims fail to state a cause of action upon which relief may be granted, as Ms. Selispara never began a “term of employment” as that term is referenced in the complaint, based upon the plain language of the document dated August 2016 and attached to Plaintiff’s complaint as Exhibit A.

#### **SECOND AFFIRMATIVE DEFENSE**

The document dated August 2016 and attached to Plaintiff’s complaint is not a valid contract due to a lack of consideration. Plaintiff provided no new consideration beyond that associated with a 2013 document signed by both parties.

#### **THIRD AFFIRMATIVE DEFENSE**

The document dated August 2016 and attached to Plaintiff’s complaint is illegal and contrary to public policy and thus not an enforceable contract. First, it is founded upon an illegal

restraint of trade, contrary to Florida law. The restraint of trade not only limited Defendant's ability to communicate with any employer or potential employer, but also forbade Ms. Selispara from accepting any employment whatsoever from any person or entity for an indefinite amount of time while she waited, unpaid, for assignment. Second, the document contradicts representations that MedPro made to the U.S. government that it would employ Plaintiff on a permanent, full-time basis, and that MedPro would place Plaintiff on payroll at the prevailing wage upon her entrance into the United States as a lawful permanent resident. Third, the document was formed as part of a series of acts that were illegal under Title 18 of the U.S. Code, as described in greater detail below.

#### **FOURTH AFFIRMATIVE DEFENSE**

The document dated August 2016 and attached to Plaintiff's complaint is both procedurally and substantively unconscionable. The document is a form document, with complex, buried, and disjointed terms that are difficult to understand. It was presented to Plaintiff on a take-it-or-leave-it basis, in a high-pressure context, shortly before her U.S. visa interview, following two related, purported contracts with large penalty clauses, and with the direction to sign the August 2016 document right away and that it was necessary to bring to her interview. The document is unconscionable to the extent it prohibited Ms. Selispara from working for anyone, for an indefinite term, while she waited, unpaid, for placement; and limited Ms. Selispara's ability to advocate for herself to healthcare facilities that might provide her a source of income.

### **FIFTH AFFIRMATIVE DEFENSE**

The document dated August 2016 and attached to Plaintiff's complaint contains provisions regarding damages, costs, and enforcement that are not enforceable because they constitute a penalty, lack mutuality, and are unreasonable and excessive.

### **SIXTH AFFIRMATIVE DEFENSE**

The document dated August 2016 and attached to Plaintiff's complaint was signed under undue influence by Plaintiff. At the time that Defendant signed the document, she had developed a relationship of trust with Plaintiff. Based on two documents she signed in 2013, she understood that large financial penalties would attach if she did not sign the August 2016 contract and instead abandoned her relationship with MedPro. Furthermore, she was in a particular condition of need and distress due to her impending visa interview. MedPro told her the signed document was needed at her interview. Plaintiff used this situation to persuade or pressure Defendant into signing the contract, to which she would otherwise not have voluntarily agreed.

### **SEVENTH AFFIRMATIVE DEFENSE**

In the alternative, Plaintiff was in material breach of any contract with Defendant that may have existed. Plaintiff failed to provide Ms. Selispara with reasonable assistance in securing licenses and a job placement, as it was required to do. Plaintiff repeatedly submitted Ms. Selispara for opportunities in states where she was not licensed and therefore less competitive, which also violated Florida law. Furthermore, though MedPro represented that it had superior knowledge of licensing requirements and took charge of Ms. Selispara's licensing applications, MedPro told Ms. Selispara that it would not support applications to certain states. MedPro refused Ms. Selispara's specific requests for assistance with state license applications and directed her not to apply for a license when she was willing to do so. Finally, to the extent Ms.

Selispara was an employee of MedPro at any time, as that term is defined under federal law, MedPro was contractually obligated to pay her the prevailing wage for full-time employment, which it did not do.

#### **EIGHTH AFFIRMATIVE DEFENSE**

In the alternative, Plaintiff committed an anticipatory breach of any contract with Defendant that may have existed, by clearly and positively indicating, by words or conduct, or both, that it would not or could not perform its obligations under the contract, although Defendant was willing and able to perform. By its failure to provide Ms. Selispara with reasonable assistance in securing licenses and a job placement, MedPro clearly and positively indicated it would not place Ms. Selispara as a nurse with one of Plaintiff's client health care providers, or at a facility, as it was required to do under the contract.

#### **NINTH AFFIRMATIVE DEFENSE**

In the alternative, Plaintiff breached the implied covenant of good faith and fair dealing regarding Section 4 and its promise of reasonable assistance in any contract with Defendant that may have existed. Plaintiff breached this implied covenant by repeatedly telling Ms. Selispara to quit her well-paid job in the United Arab Emirates, even before she had received a visa to travel to the United States; by arbitrarily directing Ms. Selispara that she could not travel outside Florida—or even as far as Orlando—while awaiting placement; and by suggesting that she would be liable for damages for breach of contract if she failed to come to a requested in-person meeting in late February or early March 2017.

#### **TENTH AFFIRMATIVE DEFENSE**

If the document dated August 2016 and attached to Plaintiff's complaint is a contract, it is for an indefinite period. Because, as a matter of law, it cannot be deemed to be perpetual, it was terminable by Defendant at will.

#### **ELEVENTH AFFIRMATIVE DEFENSE**

Under the doctrine of unclean hands, the actions of the Plaintiff, as set out in detail below, bar recovery in this action. Plaintiff's wrongful conduct precludes it from seeking relief and the claim should be dismissed.

#### **TWELFTH AFFIRMATIVE DEFENSE**

A purported contract concerns the same matter as Plaintiff's unjust enrichment claim, and thus the unjust enrichment claim is barred.

#### **THIRTEENTH AFFIRMATIVE DEFENSE**

Plaintiff failed to mitigate any damages resulting from any breach of contract by Ms. Selispara by continuing to seek jobs for her after she unequivocally left MedPro's control.

#### **FOURTEENTH AFFIRMATIVE DEFENSE**

Plaintiff is seeking to recover more than Plaintiff is entitled to recover in this case, and award of the judgment sought by Plaintiff would unjustly enrich Plaintiff.

#### **COUNTERCLAIMS**

1. Ms. Selispara quit her well-paying job as a nurse in the United Arab Emirates to come to Florida, where Plaintiff/Counter-Defendant Management Health Systems, Inc., d/b/a MedPro, promised to find her employment as a nurse.

2. As part of the immigration process, MedPro represented to the United States government that it would pay Ms. Selispara the prevailing wage of \$26 an hour, for full-time employment, upon her arrival in the United States.

3. For two months after arriving in the United States, Ms. Selispara lived in a three-bedroom apartment in Sunrise, Florida with up to eight other individuals. During those two months, MedPro prohibited Ms. Selispara from traveling farther than Miami, and prohibited her from working in any capacity for any employer. Throughout those two months, the only money Ms. Selispara received from MedPro was a \$2,500 payment she was told to save to pay for the cost of relocating from Florida once MedPro found her a job placement.

4. During those two months, Ms. Selispara complied with all of MedPro's instructions.

5. During those two months, MedPro did not find Ms. Selispara a job placement.

6. During those two months, MedPro did not secure a job interview for Ms. Selispara.

7. In or around early March 2017, Ms. Selispara approached MedPro's representatives about the untenability of indefinite unemployment without pay and confinement in South Florida.

8. MedPro representatives responded by threatening to make a baseless report of fraud to U.S. immigration officials.

9. In the same meeting, MedPro representatives presented Ms. Selispara with a demand for over \$150,000—to be paid within three days—largely based on profits that MedPro had hoped to make in the future from three years of Ms. Selispara's indenture at a hypothetical job placement.



10. Prior to entering into any agreement with MedPro, Ms. Selispara specifically asked when any contractual obligation would begin.

11. MedPro told Ms. Selispara that “the contract will official [*sic*] start once you are working regular hours, not in orientation, at the facility we have placed you.”

12. MedPro never placed Ms. Selispara at a facility.

13. Forced between continuing to wait indefinitely —uncompensated, with her mobility to visit friends or family restricted—in a crowded apartment in Sunrise, or finding her own employment despite the financial and immigration threats MedPro made (and continued to make after it filed this litigation), Ms. Selispara made a choice to find her own employment.

14. Ms. Selispara informed MedPro of her decision to find her own employment on March 5, 2017.

15. Ms. Selispara moved to Texas and, shortly after, she was able to secure multiple job interviews for herself. Within a few weeks, she accepted a job offer and began working as a nurse. All of Ms. Selispara’s self-secured job interviews, and her acceptance of a job offer resulting from her self-secured job interviews, occurred after she informed MedPro of her decision to find her own employment on March 5, 2017.

16. On June 2, 2017, MedPro commenced this litigation against Ms. Selispara, using a form complaint with numerous factual allegations that were patently incorrect, including that Ms. Selispara was licensed in the state of Florida, and that MedPro had a job placement for Ms. Selispara on March 7, 2017—two days after she told MedPro she was leaving, even though Ms. Selispara had never even been offered a job interview, let alone been given a job placement.

17. As a result of MedPro’s attempt to use the helplessness of the immigrant workers it isolates, its threats of financial and legal ruin, threats of reporting to immigration authorities, and

its misrepresentations as to the nature of its business to *in terrorem* effect, Ms. Selispara brings these counterclaims.

***MedPro Induces Ms. Selispara to Sign a Contract in 2013***

18. In or around early 2013, Ms. Selispara, a licensed nurse in the Philippines, was approached by an entity called Universal Staffing Services, Inc. (“Universal Staffing”) about work opportunities in the United States.

19. Universal Staffing arranged for Ms. Selispara to have an interview over Skype with MedPro.

20. A MedPro representative told Ms. Selispara that the company was hiring “travel nurses” for the United States.

21. Ms. Selispara later learned that MedPro is a staffing company that recruits nurses and other health care professionals abroad, brings them to the United States. Only once these nurses and professionals are in the United States does MedPro begin to try and find them employment with client health care providers.

22. MedPro bills health care providers for the services of nurses like Ms. Selispara at significantly higher rates than it pays the nurses themselves.

23. On or around July 4, 2013, a MedPro representative sent Ms. Selispara, via e-mail, an “employment agreement” to sign electronically.

24. Ms. Selispara asked the MedPro representative, “International Nursing Liaison” Jennie Bick, to explain parts of the contract.

25. Specifically, Ms. Selispara asked “When will be the beginning of the contract? Is it the [*sic*] from the time I sign Employment Agreement you sent to me via email?”

26. Bick replied: “The contract will official [sic] start once you are working regular hours, not in orientation, at the facility that we have placed you.”

27. In the same email, Bick stated that Ms. Selispara would owe MedPro \$33,320 only if she breached “the contract.”

28. Ms. Selispara signed the “Employment Agreement,” attached as Exhibit 1, on or around July 20, 2013, and the promissory note attached to it.

29. Paragraph 13 of that Agreement, with the accompanying promissory note, stated that Ms. Selispara would owe MedPro \$33,320 unless she worked off the amount. The amount would be reduced by one-third for each year that Ms. Selispara worked.

30. Four days after she signed that Agreement, a representative of Universal Staffing told Ms. Selispara to sign *another* agreement that had not previously been provided to her.

31. The second agreement and the cover email repeatedly referred to MedPro.

32. That agreement, attached as Exhibit 2, provided that Ms. Selispara would be required to pay Universal Staffing a penalty of up to \$15,000 if she did not continue to “pursue an offer of employment” from MedPro and work through MedPro for 36 months.

33. Having no real choice in light of the agreement she had already signed, Ms. Selispara signed the second agreement.

***Ms. Selispara Cooperates for Three Years***

34. Over the next three years, Ms. Selispara received dozens of emails from MedPro, Universal Staffing, and a company called iFAN Global.

35. Ms. Selispara complied with the requests in these emails, completing numerous forms and other paperwork, and making other arrangements.

36. Throughout this period, and through March 2017, MedPro represented that it would manage the licensing process for Ms. Selispara and let her know what, if anything, was required of her.

37. In April 2016, Grace Valenzuela, MedPro's Operations Manager, told Ms. Selispara that she should give her three-months' notice of resignation in the United Arab Emirates because MedPro expected that she would soon be scheduled for an interview at the United States Embassy.

38. The United States had not approved Ms. Selispara to come to the United States to work at that time.

39. Concerned with the idea of giving up paid employment with indefinite job prospects in the United States and the impact of resignation on her ability to return to the United Arab Emirates, in May 2016, Ms. Selispara asked MedPro if it could start the process of endorsing her license to other states (the process by which reciprocity of nursing licenses is effected) to ensure her employability when she arrived in the United States.

40. MedPro refused to do so at that time.

***MedPro Springs a New "Contract" on Ms. Selispara***

41. Ms. Selispara's interview at the United States Embassy was scheduled for August 25, 2016.

42. On August 4, 2016, Ms. Valenzuela emailed Ms. Selispara and stated: "We will be sending you a new Employment Agreement to reflect our updated prevailing wage rate and match what is written on your Job Offer Letter. I need you to please sign the agreement *right away*. . . This should be the employment agreement you need to bring when you go the Embassy." (emphasis added).

43. Prior to August 4, 2016, no one from MedPro had ever indicated Ms. Selispara needed to sign a new contract.

44. Prior to August 4, 2016, no one from MedPro had ever told Ms. Selispara that the document she signed in 2013 was no longer valid.

45. In the August 4, 2016, email, MedPro did not identify any changes from the 2013 document other than the updated prevailing wage rate.

46. Ms. Selispara did not believe that she had the option to delay signing the new agreement, in light of the language in Ms. Valenzuela's email and the fact that Ms. Valenzuela stated that it was needed for her embassy interview.

47. Ms. Selispara electronically signed the new agreement the day she received it.

48. Ms. Selispara relied on Ms. Valenzuela to be honest and fair in light of the relationship between Ms. Selispara and MedPro that had been developed.

49. Based on MedPro's communications over the previous three years and the documents she had already been directed to sign, Ms. Selispara reasonably believed that large financial penalties would attach if she did not sign the August 2016 contract and instead abandoned her relationship with MedPro.

50. Ms. Selispara later discovered that the paragraphs entitled "Payment Due on Termination Prior to Expiration of Employment Term" in the 2013 and 2016 agreements were radically different.

51. Ms. Valenzuela's email did not suggest any changes were made to this provision.

52. MedPro used this situation to persuade or pressure Ms. Selispara into signing the contract, to which she would otherwise not have voluntarily agreed.

53. On or around August 5, 2016, MedPro provided Ms. Selispara a “Job Offer” letter for her to provide the United States Embassy where she was interviewing, signed by MedPro Vice President Patty Jeffrey. A copy of that letter is attached as Exhibit 3.

54. That letter suggested that Ms. Selispara would be assigned to a worksite promptly upon her arrival in the United States and completion of orientation.

55. The August 5, 2016, letter did not suggest that Ms. Selispara would have to wait for more than two months after arriving in the United States—unpaid and not working as a nurse—to begin paid employment at the prevailing wage.

56. The August 5, 2016, letter falsely suggested that the only steps between Ms. Selispara and full-time employment as a nurse, paid at the prevailing wage, were ministerial.

57. Two weeks after providing the letter, a MedPro representative gave Ms. Selispara a form “Summary Acknowledgement of Key Contract Terms” and told her to sign it. She did so on September 21, 2016.

58. That Summary Acknowledgement states “Length of Contract (employment agreement): Three (3) years, commencing on the first day of work at first assignment.”

59. Ms. Selispara was never given a first assignment.

***Ms. Selispara Arrives in Florida***

60. On or around January 7, 2017, Ms. Selispara arrived in Florida.

61. As part of the visa process, MedPro represented to the United States government that it would provide Ms. Selispara with full-time, permanent employment—paid at the prevailing wage—upon her arrival in the United States.

62. MedPro provided Ms. Selispara with an employment verification letter stating she was employed as a “full-time registered nurse” at a rate of \$26 per hour—the prevailing wage.

63. MedPro did not provide Ms. Selispara with full-time permanent employment upon her arrival in the United States.

64. MedPro did not pay Ms. Selispara the prevailing wage.

65. MedPro made three payments to Ms. Selispara totaling \$2,500.

66. Ms. Selispara received no other payments from MedPro in the two months she spent in Florida as a purported “full-time employee” of MedPro.

67. MedPro told Ms. Selispara not to spend this money because she would need to use it to relocate when she received her first placement.

68. MedPro assigned Ms. Selispara to live in a three-bedroom apartment in Sunrise, Florida with eight other adults, both male and female, who were strangers to her.

69. Over the next three weeks, Ms. Selispara participated in mandatory, full-day training sessions run by MedPro.

70. During these training sessions, various MedPro employees threatened Ms. Selispara and other training participants about the consequences of leaving MedPro.

71. One of MedPro’s employees told Ms. Selispara that MedPro has a practice of suing nurses and physical therapists, and that MedPro always won.

72. During training, a MedPro employee told Ms. Selispara and other nurses that they would not be entitled to the benefits commonly provided to travel nurses, as that term is used in the industry.

***Ms. Selispara Waits***

73. Ms. Selispara cooperated with the requests of her assigned “Journey Guide”—a term MedPro uses to refer to individuals who are supposed to obtain job placements for

nurses—and other MedPro employees to update her curriculum vitae, submit licensing applications, and provide other information.

74. Based on MedPro’s representations, Ms. Selispara trusted that MedPro was acting in her best interest and seeking employment on her behalf.

75. Based on MedPro’s representations, Ms. Selispara expected that she would receive a full-time placement—and begin to be paid the prevailing wage—shortly after training commenced.

76. MedPro told Ms. Selispara it was submitting her curriculum vitae for job openings, but Ms. Selispara never received a call for an interview.

77. Several of these job openings were in states where Ms. Selispara did not have a license, or even a pending application for a license.

78. Ms. Selispara inquired with MedPro about applying for licenses in additional states, including Florida, to increase her competitiveness for positions.

79. MedPro told her it was not necessary to apply for licenses to work in other states.

80. In the two months Ms. Selispara remained in Florida, MedPro did not arrange a single interview for her.

***MedPro Exercises Total Control Over Ms. Selispara’s Movement***

81. During training, multiple MedPro employees told Ms. Selispara and other nurses that they were not allowed to leave the state of Florida until they received their initial placement. MedPro stated that she and the other nurses were only permitted to go as far as Miami, a distance of approximately 35 miles.



82. During the two months Ms. Selispara waited, without compensation at the prevailing wage rate, for MedPro to find her an initial placement, Ms. Selispara felt like a prisoner in the cramped, shared apartment in which she was forced to live.

83. Ms. Selispara was not allowed to seek other employment.

84. Ms. Selispara made several requests to travel, including to visit a friend, to visit family, and to visit Universal Studios in Orlando. MedPro denied each request.

85. Ms. Selispara knew other health care professionals who left South Florida without MedPro approval and were threatened with disciplinary action by MedPro.

86. In or around the beginning of March 2017, Ms. Selispara asked MedPro staff about the possibility of an additional allowance to live on. She was told to come back the following day.

87. The next day, when Ms. Selispara told a MedPro employee that she would not be able to come to the MedPro office that day because she was not feeling well, MedPro told her that she was obligated to do so as a full-time employee.

88. A MedPro employee indicated that her failure to comply with orders would be a breach of contract.

***Ms. Selispara Attempts to Free Herself from Servitude to MedPro***

89. As Ms. Selispara continued to wait for a job placement, she became concerned and distressed by MedPro's failure to secure her even a single interview over the course of two months, much less place her in full-time paid employment.

90. Because MedPro was not paying Ms. Selispara, despite requiring her to be at MedPro's beck and call, and while prohibiting her from working in any other job or traveling

more than 35 miles, Ms. Selispara was draining her limited savings. She was also unable to provide financial assistance to her family for the first time since she became a nurse.

91. By mid-February 2017, Ms. Selispara was the only one of her cohort who had not received an initial placement.

92. Ms. Selispara approached MedPro staff about her concerns on several occasions, explaining her distress caused by MedPro's inability to secure her employment and her isolation in Sunrise.

93. Ms. Selispara found herself depressed based on her inability to work and her inability to visit friends or family.

94. Ms. Selispara shared job postings she had found through other avenues with MedPro employees, in hopes that MedPro would put her forward for those jobs.

95. MedPro did not put her forward for those jobs.

96. MedPro did not tell Ms. Selispara other steps that she should take to increase the odds of an expeditious placement.

97. Each time Ms. Selispara raised her concerns with MedPro, a MedPro employee told Ms. Selispara to give MedPro more time.

98. On or around March 3, 2017, Ms. Selispara met in person with a number of MedPro employees. Ms. Selispara told MedPro employees that she wanted to end her relationship with MedPro and find her own paying employment.

99. One MedPro employee told Ms. Selispara that if she ended her relationship with MedPro, MedPro would report her to immigration officials for fraud. There was no good faith basis to believe Ms. Selispara had committed fraud.

100. A MedPro employee falsely told Ms. Selispara that she would have to give up her green card if she left MedPro.

101. A MedPro employee provided Ms. Selispara with a document listing over \$150,000 in “damages” she would have to pay in full within three days if she wanted to be released from MedPro’s control.

102. On or around March 5, 2017, Ms. Selispara informed MedPro via e-mail that she was leaving MedPro.

103. On or before March 5, 2017, MedPro disabled Ms. Selispara’s access to her MedPro online account.

104. Despite her clear, unequivocal desire to be free of MedPro, MedPro employees continued to email Ms. Selispara, offering to submit her for consideration for various job positions.

105. Even after MedPro commenced this action against her, MedPro employees continued to email Ms. Selispara and attempted to persuade her to return to that company. These emails included subtle threats and coercion, citing “severe legal and financial implications on your future in the US” if Ms. Selispara did not return to MedPro.

### **JURISDICTION**

106. This Court has jurisdiction over these counterclaims pursuant to Florida Statute §§ 26.012(2), as Ms. Selispara claims damages in excess of \$15,000, as does Plaintiff in its complaint, as well as under Florida Rule of Civil Procedure, 1.170(a) and (b).

### **FIRST COUNTERCLAIM**

#### **(Breach of Contract – Reasonable Assistance)**

107. Defendant/Counter-Plaintiff Eden Selispara re-alleges and incorporates by reference each and every allegation in Paragraphs 1 through 106 above as if fully set forth herein.

108. Ms. Selispara denies that either the 2013 “Employment Agreement” or the 2016 “Employment Agreement” constituted a legal and enforceable contract.

109. If, however, either agreement constituted a legal and enforceable contract, Plaintiff/Counter-Defendant MedPro breached such contract.

110. If either the 2013 “Employment Agreement” or the 2016 “Employment Agreement” constituted a legal and enforceable contract, Ms. Selispara substantially performed her obligations under either document until her performance was excused by MedPro’s material breach of the relevant contract.

111. If either the 2013 “Employment Agreement” or the 2016 “Employment Agreement” constituted a legal and enforceable contract, under Section 4 of both the 2013 and 2016 “Employment Agreements,” MedPro was required to provide Ms. Selispara “reasonable assistance” in meeting the conditions set forth in Section 2. The Section 2 conditions included “[o]btaining applicable licenses in the state of proposed Employment” (Section 2(b)) and interviewing with and being accepted by a MedPro client “for a work assignment.” (Section 2(e)).

112. If either the 2013 “Employment Agreement” or the 2016 “Employment Agreement” constituted a legal and enforceable contract, MedPro breached the contract by failing to provide reasonable assistance to Ms. Selispara in meeting the conditions set forth in Section 2. For example:

- a. MedPro repeatedly submitted Ms. Selispara for opportunities in states where she did not hold a nursing license.
- b. MedPro represented that it had superior knowledge of licensing requirements and took charge of Ms. Selispara's licensing applications, but refused to assist Ms. Selispara in applying for licensing in several states in order to make her more competitive.
- c. MedPro refused Ms. Selispara's request for assistance in applying for a license in the State of Florida, despite its explicit representation to the United States Embassy that it had already begun doing so.

113. As a result of MedPro's breach, Ms. Selispara suffered damages, including actual monetary damages by not promptly being placed in suitable, paid, full-time employment.

## **SECOND COUNTERCLAIM**

### **(Breach of Contract – Prevailing Wage)**

114. Defendant/Counter-Plaintiff Eden Selispara re-alleges and incorporates by reference each and every allegation in Paragraphs 1 through 106 above as if fully set forth herein.

115. Ms. Selispara denies that either the 2013 "Employment Agreement" or the 2016 "Employment Agreement" constituted a legal and enforceable contract.

116. If, however, either agreement constituted a legal and enforceable contract, by operation of law, MedPro was obligated to pay Ms. Selispara in accordance with the terms of the labor certification it submitted to the United States government.

117. MedPro certified to the United States government it would pay Ms. Selispara the prevailing wage upon her arrival in the United States.

118. MedPro certified to the United States government that it would provide Ms. Selispara full-time employment upon her arrival in the United States.

119. Although Ms. Selispara denies that she ever began a “term of employment,” as that term is used in the 2013 and 2016 “Employment Agreements,” to the extent Ms. Selispara was an employee of MedPro, as that term is used under federal law, she was owed wages at the prevailing wage rate.

120. Ms. Selispara was not paid the prevailing wage for full-time employment for the seven weeks she was in MedPro’s control, including the hours she spent in mandatory training, meetings, and other times when she was prohibited from obtaining her own employment or using her time for her own purposes.

121. MedPro’s failure to pay Ms. Selispara the prevailing wage for full-time employment for the seven weeks she was in MedPro’s control constitutes a material breach of the “Employment Agreement,” to the extent that agreement was a valid contract.

122. As a direct and proximate result of MedPro’s breach, Ms. Selispara suffered damages, including actual monetary damages, in the form of unpaid wages earned.

### **THIRD COUNTERCLAIM**

#### **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

123. Defendant/Counter-Plaintiff Eden Selispara re-alleges and incorporates by reference each and every allegation in Paragraphs 1 through 106 above as if fully set forth herein.

124. Ms. Selispara denies that either the 2013 “Employment Agreement” or the 2016 “Employment Agreement” constituted a legal and enforceable contract.

125. If, however, either agreement constituted a legal and enforceable contract, Plaintiff/Counter-Defendant MedPro breached the implied covenant of good faith and fair dealing, with regard to section 4 of such contract.

126. If either the 2013 “Employment Agreement” or the 2016 “Employment Agreement” constituted a legal and enforceable contract, Ms. Selispara substantially performed her obligations under either the 2013 or 2016 “Employment Agreements” until her performance was excused by MedPro’s material breach of the relevant contract.

127. If either the 2013 “Employment Agreement” or the 2016 “Employment Agreement” constituted a legal and enforceable contract, MedPro unfairly interfered with Ms. Selispara’s receipt of the contract’s benefits, including the “reasonable assistance” promised in Section 4, by taking advantage of its relationship with Ms. Selispara to make arbitrary and potentially damaging demands of her while she waited, first abroad and then in the United States, for an assignment. MedPro, for example:

- a. Induced Ms. Selispara to resign from her well-paid job abroad, even before she had a visa to travel to the United States;
- b. Arbitrarily directed Ms. Selispara that she could not travel outside Florida or even to visit a theme park in Orlando; and
- c. Suggested that she would breach the contract if she failed to come to a requested in-person meeting in late February or early March 2017.

128. If either the 2013 “Employment Agreement” or the 2016 “Employment Agreement” constituted a legal and enforceable contract, MedPro’s actions did not comport with Ms. Selispara’s reasonable contractual expectations under Section 4 of the relevant contract.

129. Ms. Selispara was harmed by MedPro’s conduct, which limited her ability to live, travel, and work freely while awaiting a paid placement with MedPro.

#### **FOURTH COUNTERCLAIM**

##### **(Forced Labor or Attempted Forced Labor, 18 U.S.C. §§ 1589(a), 1594(a), 1595(a))**

130. Defendant/Counter-Plaintiff Eden Selispara re-alleges and incorporates by reference each and every allegation in Paragraphs 1 through 106 above as if fully set forth herein.

131. The Trafficking Victims Protection Act, as codified in Title 18 of the United States Code, prohibits acts related to forced labor and the trafficking of persons. Specifically, section 1589(a) prohibits “knowingly provid[ing] or obtain[ing] the labor or services of a person by any one of, or by any combination of” listed means. Those include: “by means of serious harm or threats of serious harm,” “by means of the abuse or threatened abuse of law or legal process,” and “by means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person ... would suffer serious harm or physical restraint.”

132. In section 1589(a), the term “serious harm” “means any harm, whether physical or nonphysical, including psychological, financial, or reputational harm, that is sufficiently serious, under all the surrounding circumstances, to compel a reasonable person of the same background and in the same circumstances to perform or to continue performing labor or services in order to avoid incurring that harm.” 18 U.S.C. § 1589(c)(2).

133. In section 1589(a), the term “abuse or threatened abuse of law or legal process” “means the use or threatened use of a law or legal process, whether administrative, civil, or criminal, in any manner or for any purpose for which the law was not designed, in order to exert



pressure on another person to cause that person to take some action or refrain from taking some action.” *Id.* § 1589(c)(1).

134. Section 1594(a) of Title 18 of the United States Code prohibits attempts to violate section 1589.

135. MedPro knowingly provided or obtained the labor of Ms. Selispara by threats of serious harm, or attempted to do so, in violation of sections 1589(a) and/or 1594(a). MedPro used a series of alleged contracts, frequent mentions of the possibility of breach of contract actions, and warnings about the consequences of breach to threaten Ms. Selispara that she would suffer severe financial or legal consequences if she did not abide by the terms of the alleged contract.

136. The actions described above constituted a scheme, plan, or pattern intended to cause Ms. Selispara to believe that, if she did not she did not abide by the term of the 2016 “Employment Agreement,” no matter how long she had to wait for a paid position, she would suffer serious harm. MedPro’s scheme, plan, or pattern violated 18 U.S.C. § 1589(a)(4).

137. MedPro attempted to knowingly provide or obtain the labor of Ms. Selispara by threatened abuse of legal process. When Ms. Selispara informed MedPro that she wanted to end her relationship with MedPro, MedPro threatened to tell the federal government that Ms. Selispara had fraudulently obtained her green card, and told Ms. Selispara that the government would revoke her green card. MedPro had no good faith basis to suggest that Ms. Selispara had committed fraud. MedPro’s abuse and threatened abuse of law and the legal process violated 18 U.S.C. § 1589(a)(3) and/or 1594(a).

138. As a result of the above violations, Ms. Selispara suffered damages, and is entitled to compensatory damages in an amount to be proven at trial and any other relief deemed appropriate, including reasonable attorney's fees.

#### **FIFTH COUNTERCLAIM**

##### **(Peonage or Attempted Peonage, 18 U.S.C. §§ 1581, 1594(a), 1595(a))**

139. Defendant/Counter-Plaintiff Eden Selispara re-alleges and incorporates by reference each and every allegation in Paragraphs 1 through 106 above as if fully set forth herein.

140. Section 1581 of Title 18 prohibits "hold[ing] ... any person [in] a condition of peonage."

141. Section 1594(a) of Title 18 of the United States Code prohibits attempts to violate Section 1581.

142. Plaintiff/Counter-Defendant MedPro held or attempted to hold Ms. Selispara in a condition of peonage.

143. MedPro required Ms. Selispara to sign the 2013 "Employment Agreement." Paragraph 13 of that Agreement, with the accompanying promissory note, stated that Ms. Selispara would owe MedPro \$33,320 unless she worked off the amount. The amount would be reduced by one-third for each year that Ms. Selispara worked.

144. MedPro later required Ms. Selispara to sign the 2016 "Employment Agreement." Paragraph 13 of that Agreement stated that Ms. Selispara would owe MedPro an unidentified sum, titled "actual damages," to MedPro unless she worked off the amount. The amount would be reduced by one-third for each year that Ms. Selispara worked.

145. These two agreements were coercive because they created debts in sums that went far beyond any expenses that MedPro paid on Ms. Selispara's behalf.

146. MedPro further coerced or attempted to coerce Ms. Selispara to work to pay off the amounts described in the contract by:

- a. Telling her she needed to sign the 2016 Employment Contract "right away," with a misleading description of the document's contents, and shortly before her visa interview;
- b. Limiting her ability to look for paid employment, even while she was not receiving a paycheck;
- c. Advising Ms. Selispara and others that MedPro never loses lawsuits it brings against immigrant workers;
- d. Prohibiting her from leaving South Florida at any time;
- e. Threatening to report her to the United States government for fraud if she left MedPro; and
- f. Continuing to invoke threatened immigration and financial consequences if she did not return to MedPro, including after this lawsuit was commenced.

147. As a result of the above violations, Ms. Selispara suffered damages, and is entitled to compensatory damages in an amount to be proven at trial and any other relief deemed appropriate, including reasonable attorney's fees.

## **SIXTH COUNTERCLAIM**

### **(Human Trafficking, 18 U.S.C. §§ 1590 and 1595(a))**

148. Defendant/Counter-Plaintiff Eden Selispara re-alleges and incorporates by reference each and every allegation contained in Paragraphs 1 through 106 as if set forth fully herein.

149. MedPro knowingly recruited, harbored and transported Ms. Selispara for the purpose of subjecting her to forced labor in violation of 18 U.S.C. § 1590.

150. MedPro recruited Ms. Selispara from within the Philippines and United Arab Emirates (UAE), transported her to the United States, housed her in MedPro-controlled housing, and transported her within Florida for the purpose of subjecting her to forced labor.

151. As a result of the above violations, Ms. Selispara suffered damages, and is entitled to compensatory damages in an amount to be proven at trial and any other relief deemed appropriate, including reasonable attorney's fees.

## **SEVENTH COUNTERCLAIM**

### **(Fraud and Negligent Misrepresentation)**

152. Defendant/Counter-Plaintiff Eden Selispara re-alleges and incorporates by reference each and every allegation contained in Paragraphs 1 through 106 as if set forth fully herein.

153. From 2013 through 2017, MedPro, individually and through its agents, employees, and/or representatives, knowingly and/or negligently made materially false and deceptive statements and representations about existing facts, and knowingly and/or negligently made materially false and deceptive statements and representations about future actions with no intent to fulfill those promises to Ms. Selispara. These statements and representations concerned

the nature and contents of various documents it asked Ms. Selispara to sign, including the 2013 and 2016 “Employment Agreement;” MedPro’s ability to procure paid employment for Ms. Selispara; the nature, terms and conditions of employment, including whether and when Ms. Selispara would be paid at the prevailing wage rate; and the consequences of Ms. Selispara’s leaving MedPro and/or failing to return to MedPro.

154. MedPro knowingly and/or negligently failed to disclose material facts to Ms. Selispara, including that she would not be allowed to leave South Florida for more than two months and that she would not be paid at the prevailing wage rate for more than two months.

155. MedPro intended that the false statements made by it and its agents, employees, and/or representatives would induce Ms. Selispara to sign the 2013 and 2016 “Employment Agreements,” to leave her home and job and travel to the United States to work for MedPro, and to remain in or return to MedPro’s employ.

156. Ms. Selispara reasonably relied on the representations of MedPro and its agents, employees and/or representatives and had no reason to believe that their representations were false.

157. Ms. Selispara was entitled to rely on the representations of MedPro and its agents, employees and/or representatives.

158. As a direct and proximate result of the representations of MedPro and its agents, employees and/or representatives, Ms. Selispara has been injured.

159. In reasonable reliance on the representations of MedPro and its agents, employees and/or representatives, Ms. Selispara surrendered other employment opportunities, incurred other financial losses, continued working for MedPro to her detriment without receiving appropriate

wages for her labor, suffered emotional injury, incurred legal liabilities and harm to their present and future immigration and employment status, and suffered other injuries.

160. MedPro showed willful, conscious, wanton, and reckless disregard for Ms. Selispara's rights and for the deleterious consequences and unjust hardship placed upon Ms. Selispara as a result of the representations of MedPro and its agents, employees and/or representatives.

161. Ms. Selispara is entitled to recover any and all damages available to her in an amount to be proven at trial.

### **PRAYER FOR RELIEF**

WHEREFORE, Defendant/Counter-Plaintiff requests that this Court:

- A. Dismiss with prejudice the Complaint, and each and every purported claim for relief therein;
- B. Award Ms. Selispara compensatory damages on all of her counterclaims;
- C. Order restitution for Ms. Selispara under 18 U.S.C. § 1593;
- D. Award Ms. Selispara her reasonable costs and attorneys' fees under provisions in the 2013 "Employment Agreement" and 2016 "Employment Agreement," to the extent applicable, and the Trafficking Victims Protection Act, 18 U.S.C. § 1595(a); and
- E. Grant all other appropriate relief the Court deems just and proper.

Dated: November 3, 2017.

**VARNELL & WARWICK, P.A.**

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**EMPLOYMENT AGREEMENT**  
**REGISTERED NURSE**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into on July 3, 2013 the “Effective Date”) by and between **Management Health Systems, Inc. d/b/a MedPro Staffing**, with its main office located at 1580 Sawgrass Corporate Parkway, Suite 100, Sunrise, Florida 33323 (“MHSI” or the “Company”) and **Eden Selispara** with residence at Al Masoudi, Al Ain, , United Arab Emirates (“Healthcare Professional”).

**RECITALS**

WHEREAS, Healthcare Professional desires to work in the United States as a Registered Nurse (“RN”); and

WHEREAS, Healthcare Professional is licensed to practice in their home country and has successfully passed or intends to pass and/or obtain the CGFNS Certificate, CES, IELTS, Visa Screen and RN NCLEX; and

WHEREAS, the Company is in the business of employing healthcare professionals to work as RNs; and

WHEREAS, upon Healthcare Professional’s completion of the conditions set forth herein, the Company desires to employ Healthcare Professional to work as an RN for the Company and the Company’s clients; and, Healthcare Professional desires to be employed by the Company upon Healthcare Professional’s satisfaction of certain conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Employment.** Upon Healthcare Professional’s successful completion of the conditions set forth in Section 2 and Section 3 of this Agreement, the Company hereby agrees to employ the Healthcare Professional at the work site(s) selected by the Company from time to time (the “Facility”), and the Healthcare Professional accepts employment with the Company (“Employment”), upon the terms and conditions hereinafter set forth.

2. **Conditions Prior to Employment.** Prior to Employment with the Company, Healthcare Professional must meet the following conditions:

- (a) Pass the RN-NCLEX and IELTS exams;
- (b) Obtain applicable licenses in the state of proposed Employment;
- (c) Submit all documents needed to process permanent residency papers;
- (d) Receive any additional credentialing as needed to obtain state licensure to practice as an RN in the United States and meet all Section 343 healthcare workers certificate requirements within the required time period; and



(e) Interview with and be accepted by a client of the Company for a work assignment (“Work Assignment”) with a confirmed commencement date.

3. Additional Conditions. Healthcare Professional understands and agrees that their Employment is further contingent upon Healthcare Professional meeting and abiding by the following conditions and requirements:

(a) Healthcare Professional’s continued work in an approved patient setting until departure to the United States is confirmed;

(b) A minimum of twelve (12) recent months direct patient care experience prior to departure to the United States, or an amount agreed between the Company and the Healthcare Professional;

(c) Submission of employment verification certificates as requested by the Company; and

(d) Submission of an updated resume to Company every six (6) months prior to Employment and at any time thereafter upon request of the Company.

4. Assistance with Conditions. While the Company agrees to provide reasonable assistance to Healthcare Professional in meeting the conditions set forth in Section 2 of this Agreement, Healthcare Professional’s failure to achieve Employment due to failure to meet any of the conditions set forth in either Section 2 or Section 3 of this Agreement shall not constitute a breach of this Agreement by the Company.

5. Term of Employment. Healthcare Professional’s Employment with the Company shall begin on a date set by the Company, which date shall be after Healthcare Professional has completed the conditions set forth in Section 2 and Section 3 above (the “Start Date”). Healthcare Professional’s Employment shall commence on the Start Date and continue in effect for a three (3) year period (the “Employment Term”). If the Healthcare Professional previously entered into a placement agreement with the Company, any portion of the Commitment Period which passed under the placement agreement shall be considered as an expired portion of the Employment Term.

6. Orientation. Once Healthcare Professional has received assignment to a Facility, Healthcare Professional shall participate in an orientation program (“Orientation”) to familiarize Healthcare Professional with Employer’s rules and regulations and the rules and regulations of the Facility. If the length of this Orientation is longer than one week, the Start Date (as defined in Section 5) will begin on a date set by the Company after the Orientation is completed. Healthcare Professional agrees to participate in any additional orientation, transition program, or in-service training programs that may be required by the Employer or the Facility.

7. Approved Leave of Absence. If the Healthcare Professional takes an approved leave of absence lasting for five (5) days or more, the Employment Term will be automatically extended by the number of days of the approved leave of absence.

8. Relocation/Start-Up Assistance. The Company will provide one-time start-up compensation to Healthcare Professional in the net amount of Two Thousand Five Hundred Dollars (\$2,500.00) payable within 45 days of arriving in the U.S. Healthcare Professional may request an advance of up to one-third of this compensation upon arriving in the U.S.

9. Advance. The Company offers a program pursuant to which Healthcare Professional  
Green card nurse – 2011-06

may request and receive an advance, while in the U.S., up to One Thousand Dollars (\$1,000.00) to assist Healthcare Professional with start-up costs or emergency needs (“Advance”). The Company may, but is not required to provide such Advance to Healthcare Professional. If the Company decides to provide an Advance, Healthcare Professional must sign a loan agreement pursuant to which Healthcare Professional agrees to repay the Advance on terms set forth by the Company.

10. Payment, Hours and Work Site of Healthcare Professional. During the Employment Term:

(a) Healthcare Professional shall be paid the higher of the prevailing wage for the occupation as determined by the United States Department of Labor for the particular work site to which Healthcare Professional is assigned, or \$25 per hour. Healthcare Professional will be eligible for an increase in their base hourly wage based on years of experience with MedPro and job performance.

(b) Healthcare Professional shall be paid compensation as a full-time employee.

(c) Healthcare Professional shall be paid overtime compensation as per United States and/or state law requirements.

(d) Healthcare Professional shall be eligible for employee benefits on the same basis and with the same criteria as offered to other workers in the same classification. These benefits may include health insurance, life and disability insurance, paid time off, and other benefits offered from time-to-time by the Company.

(e) The Facility where Healthcare Professional shall carry out their Employment shall be as selected by the Company. The Healthcare Professional acknowledges that they may be required to work at multiple different Facilities in different geographic locations during the Employment Term. Where necessary, the Healthcare Professional shall relocate to the vicinity of the Facility to which they are assigned to work. The Company will reimburse relocation costs as per the Company’s policy in effect at the time of the relocation.

11. Healthcare Professional’s Warranties and Covenants. Healthcare Professional warrants and covenants that at all times during Healthcare Professional’s Employment:

(a) Healthcare Professional shall perform RN services for the Facility’s clients and patients, the Company’s clients and the Company’s clients’ patients and Healthcare Professional shall also perform other related and ancillary services as may be reasonably required by the Company, the Facility or Company’s clients (collectively, the “Services”);

(b) Healthcare Professional shall perform the Services in accordance with good practice and procedure and to the best of Healthcare Professional’s knowledge, skill and ability;

(c) Healthcare Professional shall observe and conform to all laws, rules, regulations and other requirements relating to performance of the Services and shall comply with all practices; policies, and procedures of the Company, the Facility and the Company’s clients, as may be in effect on the date hereof or as may be modified, revised, or otherwise changed from time to time;

(d) Healthcare Professional shall maintain their level of education and skill (including, but not limited to, attending professional conventions and postgraduate seminars) so that they can provides professional services to patients in a manner that is consistent with the then-current relevant standards of care;

(e) Healthcare Professional shall maintain current all local, state and federal licenses

and certifications required for performance of the Services at each Facility to which they are assigned;

(f) Healthcare Professional shall act in a professional manner any time Healthcare Professional is performing Services or duties under this Agreement;

(g) Healthcare Professional shall protect the confidentiality of patient information and shall comply with all of the Company's, the Facility's and the Company's clients' policies on the release of patient information (whether written or oral) and with any applicable state and federal laws and regulations protecting the confidentiality of patient records; and

(h) Healthcare Professional shall immediately notify the Company of any event that may have an adverse impact on Healthcare Professional, the Company, the Facility or any of the Company's clients, independent contractors or employees; and

12. Termination of Employment.

(a) Termination by the Company for Cause. The Company may terminate Healthcare Professional's Employment upon any of the events listed in this Section 12(a). Such termination shall be termination for "Cause" and shall be effective immediately upon the Company's delivery of written notice to Healthcare Professional.

(i) Suspension or termination for more than thirty (30) days, revocation or other loss of any license or certification necessary for Healthcare Professional's work as an RN;

(ii) Healthcare Professional's conviction of a felony or a crime involving moral turpitude;

(iii) Any judicial finding that Healthcare Professional is incompetent;

(iv) Suspension or reduction of Healthcare Professional's privileges at Facility or the initiation of any disciplinary or peer review proceeding that could result in the suspension or reduction of privileges if such proceeding, in the Company's sole discretion, calls into question Healthcare Professional's professional competency, ethics or judgment;

(v) The Company's determination that Healthcare Professional has suffered a Disability (as defined herein), if Company provides Healthcare Professional written notice of its intent to terminate Healthcare Professional's Employment, and Healthcare Professional has not returned to full performance of their duties within thirty (30) days after such notice is provided; "Disability" means Healthcare Professional's inability to fully perform their duties for a total of three (3) months, whether or not consecutive, as a result of incapacity due to mental or physical illness preventing Healthcare Professional from fully performing their duties;

(vi) Healthcare Professional's death;

(vii) Healthcare Professional's breach of any material provision of this Agreement or commitment of any other act or omission that materially damages the Company, where the Company notifies Healthcare Professional in writing thereof and Healthcare Professional either fails to cure such breach or act or omission so specified within thirty (30) days of delivery of such written notice by the Company (the "Cure Period") or Healthcare Professional causes another incident of any such conduct, action, or failure to act within ninety (90) days of the expiration of the Cure Period or the breach is not curable; or

(viii) Healthcare Professional's absence from work without written or oral explanation to the Company for three (3) or more consecutive working days.

(b) Termination by the Company without Cause. The Company may terminate this Agreement without Cause for any reason upon thirty (30) days prior notice to Healthcare Professional.

(c) Termination by Healthcare Professional. Healthcare Professional may terminate this Agreement upon the Company's material breach of this Agreement, if the Company fails to cure such breach within thirty (30) days after its receipt of written notice by Healthcare Professional detailing such breach.

13. Payment Due on Termination Prior to Expiration of Employment Term.

(a) Healthcare Professional acknowledges that the Company will incur significant costs in the recruiting, training, and placement of Healthcare Professional; the provision of relocation/start-up assistance to Healthcare Professional; and the provision of assistance to help Healthcare Professional meet conditions set forth in Section 2 of this Agreement; and will incur other costs in relation to this Agreement (such amount shall be referred to as the "Employer Recruitment Costs"). The parties agree to set Employer Recruitment Costs at Thirty-Three Thousand, Three Hundred, Twenty Dollars (\$33,320.00) which the parties agree is a reasonable amount since the amount of Employer Recruitment Costs is not discernable at this time.

(b) In the event that Healthcare Professional does not complete the Employment Term, for any reason other than termination pursuant to Section 12(a)(iii), 12(a)(v), 12(a)(vi), 12(b) or 12(c) above, Employer Recruitment Costs as stated in 13(a) above shall be due by Healthcare Professional as liquidated damages, payable on or before the last day of employment of Healthcare Professional by the Employer, in accordance with Section 13(c) below and the promissory note attached hereto as Exhibit A.

(c) Reduction. On the last day of each year of the Employment Term, an amount equal to one-third of the Employer Recruitment Costs (the "Annual Reduction Amount") shall be calculated. Employer Recruitment Costs minus any applicable Annual Reduction Amounts (the difference being the "Net Recruitment Costs") shall be due by Healthcare Professional as liquidated damages, payable on or before the last day of employment of Healthcare Professional by the Employer, in accordance with Section 13(b) above and the promissory note at Exhibit A.

(d) If this Agreement terminates prior to the Start Date, and such termination is not a result of Employer's breach of this Agreement, the Healthcare Professional will be required to reimburse any and all expenses the Employer has incurred as a result of this Agreement.

14. Compliance with Rules and Policies. Healthcare Professional acknowledges that certain policies, rules and regulations have been or may be established and maintained by the Company from time to time for the efficient operation. Healthcare Professional agrees to comply with: (a) the Company's, Facility's and the Company's client's written policies, rules and regulations as may be established and amended from time to time (including any rules or policies promulgated in connection with any corporate compliance program or compliance manual) which policies rules and regulations and amendments thereto shall be provided to Healthcare Professional by the Company, and shall not otherwise conflict with or have the effect of reducing or otherwise diminishing Healthcare Professional's compensation as provided in this Agreement; (b) the written policies of all hospitals and health care facilities where Healthcare Professional renders services on behalf of the Company and/or the Company's clients and any other outpatient facility, clinic, ambulatory surgery center or similar facility in which Healthcare Professional participates or renders services on behalf of the Company (collectively, "Health Care Facilities"); (c) written policies, standards and relevant recommendations of any accreditation

agency which regulates or oversees any Health Care Facility or program in which Healthcare professional participates or renders services on behalf of the Company; and (d) all applicable provisions of law and other rules and regulations of all governmental authorities relating to licensure, regulation and the professional activities and relationships of Healthcare Professional.

15. Restrictive Covenants. Healthcare Professional acknowledges that, incident to Healthcare Professional's services, Healthcare Professional will gain extensive and valuable experience and knowledge relating to the business and operations of the Company, the Facility and the Company's clients, the use or disclosure of which could cause the Company substantial loss and damages which would not be readily calculated and for which no remedy at law would be adequate. Accordingly, Healthcare Professional covenants as follows:

(a) Non-Solicitation. From the date Healthcare Professional executes this employment agreement through the Start Date, during the Employment Term and for a two (2) year period upon its termination, Healthcare Professional shall not, for any reason, contact or solicit, directly or indirectly, the Facility, clients or patients of the Company or patients of any of the Company's clients or the Facility for purposes of providing services or the marketing or advertising of services, by Healthcare Professional or any individual, person or entity with which Healthcare Professional has a professional or financial relationship. From the Effective Date through the Start Date, during the Employment Term and for a two (2) year period thereafter, Healthcare Professional shall not solicit, directly or indirectly, any employee, agent, independent contractor or other individual who provides services on behalf of the Company, the Facility or the Company's clients, for the purpose of providing services on behalf of Healthcare Professional or any individual, person or entity with who Healthcare Professional has a professional or financial relationship.

(b) Non-Circumvention. Healthcare Professional covenants and agrees that, for a period of one (1) year after the Effective Date, Healthcare Professional will not work with any other entity or individual to locate, identify and secure work in the United States, unless agreed to in writing by the Company.

(c) Confidentiality.

(i) For purposes hereof, "Confidential Information" means all tangible and intangible non-public information in any form (including written information, oral statements, visual observations of the Company's operations at its business premises, electronically stored data and electronically transmitted data) regarding the Company or its business operations, including (i) information concerning Company's, the Facility's or any of the Company's clients' (a) trade secrets, systems, know-how, products, processes, inventions, or marketing or sales techniques, (b) financial condition, costs, business interests, initiatives, objectives, plans, or strategies, (c) customers, clients, suppliers, lenders, underwriters, vendors, consultants, independent contractors, attorneys, accountants or employees, and (ii) all other information (a) identified by Company as confidential or proprietary, or (b) deemed confidential, protected, a trade secret, or proprietary under applicable law.

(ii) Healthcare Professional hereby acknowledges and agrees (i) that Company has expended significant time and resources in developing its Confidential Information, (ii) that any Confidential Information (in whatever form, including, but not limited to, electronically stored and electronically transferred information) disclosed to, or otherwise learned by, Healthcare Professional as a result of Healthcare Professionals discussions, negotiations or business dealings with the Company is confidential and proprietary information, and (iii) that any direct or indirect use or disclosure of any Confidential Information will be detrimental to, and will cause irreparable injury to, Company or Company's business interests.

(iii) Healthcare Professional hereby agrees that it will not, directly or

indirectly (i) provide or disclose any Confidential Information to any other person or entity for any purpose; (ii) use or divulge any Confidential Information, or allow any Confidential Information to be used or divulged, directly or indirectly, for its own benefit, or the benefit of any other person or entity or in any manner detrimental to or in competition with Company's interests; or (iii) copy or retain any materials or other records relating to any Confidential Information.

(d) Enforcement. Healthcare Professional acknowledges that irreparable harm will result to the Company if Healthcare Professional breaches the covenants of this Section 15, that a material inducement for this Agreement are the covenants set forth in this Section 15, and that monetary damages in an action at law would not provide an adequate remedy if this Section 15 is breached. Healthcare Professional further acknowledges and agrees that the covenants contained in this Section 15 are necessary for the protection of the Company's legitimate business and professional duties, ethical obligations and interests, and are reasonable in scope and content and have been negotiated in good faith and at an arms-length basis. If Healthcare Professional breaches or threatens to breach this Section 15, the Company shall have the right to obtain an injunction to restrain the violation by Healthcare Professional and all persons acting for or with Healthcare Professional. The Company shall also have the right to require Healthcare Professional to render an accounting to pay over to the Company all compensation or profits derived or received by Healthcare Professional as a result of breaching the provisions of this Section 15 and Healthcare Professional agrees to account for and pay over such compensation and profits. Injunctive relief shall be in addition to, and not in lieu of, any other remedies or damages available at law or in equity including the recovery of compensatory and punitive damages from Healthcare Professional.

16. No Guaranty. The Company does not make any representation or guaranty as to the length of time it may take to secure the initial work assignment for Healthcare Professional.

17. Indemnification. Healthcare Professional covenants and agrees to indemnify and hold harmless the Company, and its members, managers, officers, directors, owners, investors and employees against any and all loss, expense, costs, damage or liability whatsoever, including attorneys' fees, arising out of (i) actions by Healthcare Professional, whether inside or outside the scope of Services and duties under this Agreement, (ii) any breach by Healthcare Professional of the terms of this Agreement, (iii) the Healthcare Professional's representations and warranties set forth in this Agreement being false or containing any material omission. Healthcare Professional's indemnification obligation under this paragraph shall survive termination of this Agreement.

18. Remains. If the Healthcare Professional dies during the Employment Term, the Company shall arrange (at the Company's expense or offsetting benefits) for the repatriation of the Healthcare Professional's remains and proper disposition thereof upon previous arrangement with the Healthcare Professional's next-of-kin or, in the latter's absence, the nearest Embassy or Consulate.

19. Authority to Enter Agreement. Healthcare Professional agrees and acknowledges that Healthcare Professional is not under legal contract with another agency or facility, either foreign or domestic, which would restrict Healthcare Professional from entering into this Agreement or from fully performing their obligations hereunder.

20. Enforcement Costs. In the event of any litigation or arbitration arising under or relating to the enforcement of this Agreement or any breach thereof, the prevailing party shall be entitled to recover all court costs, expenses (even if not taxable as court costs) and reasonable attorneys' fees (including, without limitation, all pre-trial, trial and appellate proceedings), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

21. Remedies. In the event that Healthcare Professional breaches any of the terms of this Agreement or fails to comply with any of its obligations under this Agreement, the Company shall have

available to it all remedies set forth herein and all remedies available to it at law.

22. Notices. All notice required or permitted under this Agreement shall be deemed duly given and delivered on such day that: (i) the notice is hand delivered to the Company or Healthcare Professional at the address set forth above or at such other address which the party has requested to receive notices at, (ii) three (3) days after such notice is sent by registered or certified mail to the Company or Healthcare Professional at the address set forth above or at such other address which the party has requested to receive notices at, or (iii) the day after such notice is set by overnight express to the Company or Healthcare Professional at the address set forth above or at such other address which the party has requested to receive notices at.

23. Assignability. This Agreement, and any and all rights and obligations hereunder, are freely assignable by the Company without the consent of Healthcare Professional. Healthcare Professional shall not assign this Agreement.

24. Severability. If any term or provision, or any portion thereof, of this Agreement, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Change of Address. Healthcare Professional shall notify the Company immediately of any changes of status, including but not limited to, change of name, address, email or telephone number.

26. No Waiver. The waiver of any provision of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent performance or breach of the same or other provision of this Agreement.

27. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may not be changed, modified or amended except in writing and signed by the parties to be charged.

28. Number, Gender. When the context of this Agreement requires, the gender of all words shall include masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

29. Survival of Terms. Any terms of this Agreement which by their nature must survive after termination of this Agreement to give their intended effect shall be deemed to survive termination of this Agreement.

30. Execution of Subsequent Documents. Healthcare Professional agrees to execute such documents as may be necessary to evidence the obligations set forth in this Agreement. Healthcare Professional also agrees to sign a Power of Attorney authorizing the Company to represent Healthcare Professional to all United States Licensing Boards.

31. Representation of Understanding. By signing this Agreement the Healthcare Professional states that they have read and fully understood the contents of this Agreement. If the Healthcare Professional has experienced difficulty in understanding any provisions of this Agreement, the Healthcare Professional has consulted with such advisors as the Healthcare Professional considers necessary. Accordingly, Healthcare Professional enters into this Agreement with full understanding and knowledge of the Company's and Healthcare Professional's duties and performance required under its terms.

32. WAIVER OF RIGHT TO JURY TRIAL. HEALTHCARE PROFESSIONAL HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY

JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT, DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE COMPANY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COMPANY ENTERING INTO THIS AGREEMENT WITH HEALTHCARE PROFESSIONAL.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

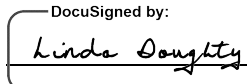
**HEALTHCARE PROFESSIONAL:**

**COMPANY:**

**Eden Selispara**

**Management Health Systems, Inc.  
dba MedPro Staffing**

By: 

By: 

Print Name: Eden Selispara

Print Name: Linda Doughty

Date: 7/20/2013

Title: COO/CNO

Date: 7/3/2013

Name of recruiting company: IFAN Global



**EXHIBIT A**

**PROMISSORY NOTE**

**Principal Amount**  
**\$33,320.00**

**Date**  
**July 3, 2013**

FOR VALUE RECEIVED, **Eden Selispara** an individual (the “Maker”), promises to pay to the order of Management Health Systems, Inc. d/b/a MedPro Staffing, (the “Holder”), the principal amount of Thirty-Three Thousand, Three Hundred, Twenty Dollars (\$33,320.00) (the “Principal”). Except as otherwise stated herein, the Principal shall bear no interest. Capitalized terms used but not defined herein shall have the meaning set forth in the Employment Agreement between Maker and Holder.

1. Payment.

(a) Payment of the Principal shall be in lawful money of the United States of America, by certified or bank check, made payable to Holder or subsequent Holder. Delivery of such payment shall be made to such place as the Holder or subsequent holder hereof shall have designated to Maker in writing.

(b) The Principal, as reduced pursuant to Section 2 herein, shall be due and payable to the Holder on the same day that the Maker’s Employment terminates (other than pursuant to Section 12(a)(iii), 12(a)(v), 12(a)(vi), 12(b) or 12(c) of the Employment Agreement dated July 3, 2013 between Holder and Maker) (the “Default Date”), if such termination is prior to the expiration of the Employment Term. If the Healthcare Professional previously entered into a placement agreement with the Holder, any portion of the Commitment Period which passed under the placement agreement shall be considered as an expired portion of the Employment Term. If the Maker fails to pay any outstanding Principal, as reduced pursuant to Section 2 herein, on the Default Date, interest shall accrue on all amounts due under this Note at the highest rate permitted by law until the date all amounts due under this Note are paid in full. Payments received after the Default Date shall be applied first to collection costs, then to interest and then to reduce Principal due.

2. Reduction. Until either the Principal is reduced to zero pursuant to operation of this Section 2 or the Default Date, which ever occurs first, the Principal due shall be automatically reduced on the last day of each year of the Employment Term by an amount equal to one-third of the original Principal. If the Maker maintains Employment until the expiration of the Employment Term, the Principal shall be reduced to zero.

3. Collection Costs. In the event that Holder shall, after the Default Date, turn this Note over to an attorney for collection, the Maker shall further be obligated to Holder for the Holder's reasonable attorneys' fees and expenses incurred in connection with such collection.

4. Waiver of Demand. The Maker waives demand, presentment for payment, notice of dishonor, protest, notice of protest and diligence in collection and bringing suit and agrees that the Holder may extend the time for payment, accept partial payment or take security therefore without discharging or releasing the Maker.

5. No Waiver by Holder. No delay or omission on the part of Holder in exercising its rights under this Note, or delay or omission on the part of Holder in exercising its rights hereunder or under any instrument, document or agreement securing or executed in connection with this Note, or course of conduct relating thereto, shall operate as a waiver of such rights or any other right of Holder, nor shall any waiver by Holder of any such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion.

6. Limitation on Interest. Notwithstanding any other provision of this Note or of any document, instrument or agreement securing or executed in connection with this Note, the total liability for payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions or

other sums that may at any time be deemed to be interest ("Interest") shall not exceed the highest rate of interest allowed by applicable law. In the event the obligation to pay Interest hereunder or under any such other document, instrument or agreement shall, for any period or for any reason whatsoever, result in an effective rate of interest which exceeds the limit imposed by applicable law, such excess, upon receipt thereof by Holder, shall be applied, without further agreement or notice, first to the reduction of the outstanding Principal with the excess, if any, being then repaid to the Maker. Holder agrees to accept such sums as a penalty-free prepayment of Principal unless Holder at any time elects, by notice in writing, to waive, reduce or limit the collection of any sums in excess of those lawfully collectable as interest rather than accept those sums as a prepayment of Principal. The parties hereto acknowledge that the Maker does not intend or expect to pay, nor does the Holder intend or expect to charge or collect, any Interest under this Note greater than the highest nonusurious rate of interest that may be charged under applicable law.

7. Governing Law. The construction, validity and enforceability of this Note shall be governed by the laws of the State of Florida, without regard to its principles of conflicts of laws. The Maker irrevocably consents to personal jurisdiction and venue in the trial courts of Broward County, Florida or the United States District Court for the Southern District of Florida over any suit, action or proceeding arising out of or relating to this Note.

8. Headings. Section headings used in this Note are for convenience of reference only and are not part of this Note for any other purposes.

9. Number, Gender. When the context of this Note requires, the gender of all words shall include masculine, feminine, and neuter, and the number of all words shall include the singular and plural.


10. Severability. If any term or provision, or any portion thereof, of this Note, to any extent, be invalid or unenforceable, the remainder of this Note shall not be affected thereby, and each term and provision of this Note shall be valid and enforceable to the fullest extent permitted by law.

11. Enforcement Costs. In the event of any litigation or arbitration arising under or relating to the enforcement of this Note or any breach thereof, the prevailing party shall be entitled to recover all court costs, expenses (even if not taxable as court costs) and reasonable attorneys' fees (including, without limitation, all pre-trial, trial and appellate proceedings), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

12. WAIVER OF JURY TRIAL. THE MAKER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY AGREEMENT, DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE MAKER, HOLDER OR ANY PARTY LIABLE FOR PAYMENT OF THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE HOLDER ACCEPTING THIS NOTE FROM THE MAKER.

MAKER:

By:



Print Name:

Eden Selispara

Date:

7/20/2013

# EXHIBIT 2

## PRE-EMPLOYMENT AGREEMENT

This Agreement entered into by and between **UNIVERSAL STAFFING SERVICES, INC.**, herein represented by **Yolanda De Castro**, President and General Manager with offices at 5477 Boyle St. Palanan, Makati City, Philippines, hereinafter referred to as the **AGENCY**, and \_\_\_\_\_ with residence address at \_\_\_\_\_ Philippines, hereinafter referred to as the Staff Nurse “**CANDIDATE**”, set forth the following purposes, terms and stipulations:

### GENERAL PROVISION:

**CANDIDATE** agree to pursue an offer of employment from **Management Health Systems, Inc. (MHSI) dba MedPro Staffing**, located at 3201 W Commercial Blvd. 116, Fort Lauderdale, FL 33309 U.S.A. a Foreign Employer and \_\_\_\_\_, U.S.A. (Healthcare Professional) through **UNIVERSAL STAFFING SERVICES, INC.**, their duly appointed agent in the Philippines and herein represented by Yolanda De Castro, President and General Manager with offices at 5477 Boyle St. Palanan, Makati City, Philippines.

**AGENCY** agree to provide its services in obtaining a working visa or immigrant visa for you Staff Nurse as “**CANDIDATE**”.

**CANDIDATE** authorizes **AGENCY**, to prepare and file an immigrant or working petition with the USCIS (United State Citizenship and Immigration Service. The **AGENCY** will work on the petition for U.S. Lawful Permanent Residency (Green Card) or Working Visa (H1-B) for the **CANDIDATE**. Upon approval of the petition, beneficiary will be able to apply for United States visa at the US Embassy and work for the sponsor of the petition for at least **36 months**.

The **CANDIDATE** fully understood that there are cost involve in the preparation and processing of the following:

1. Visa Petition Application
2. Attorney’s fee
3. And other expenses related to Visa Processing

**AGENCY** will pay in advance for the expenses above stated. **CANDIDATE** agreed that all communications will course to **AGENCY**, **CANDIDATE** further agreed that she/he will not contact the employer directly.

**CANDIDATE** agreed that, in the event of the **CANDIDATE’S** failure to comply with the terms and conditions of this Agreement at any time before departure to USA and after the **AGENCY** paid for the expenses in filing the Visa Petition, Attorney’s Fee, and other expense, the **CANDIDATE** shall pay the **AGENCY** the amount of up to US\$5,000 for the expenses paid in advance by the **AGENCY** as above stated and the amount equivalent to US\$8,000 as liquidated

damages. CANDIDATE agree to pay the AGENCY the amount of up to US\$6,000 for the expenses paid in advance by the AGENCY in the processing of CANDIDATE'S visa as above stated, if the visa petition has been approved by US Citizenship and Immigration Services and the amount equivalent to US\$8,000 as liquidated damages. In the event of the CANDIDATE'S failure to comply with the terms and conditions of this Agreement at any time after arriving in the U.S.A. and within 36 months period from the start of her/his employment the CANDIDATE agrees to pay the AGENCY the amount of US\$15,000 on demand for the expenses incurred by the AGENCY for the Processing of Visa as above stated and as liquidated damages. It is agreed that these liquidated damages are a reasonable estimate of the damages caused to the AGENCY by such breach and does not constitute a penalty.

Should the CANDIDATE however, complete the entire US Citizenship and Immigration Services process and successfully leave for U.S.A., work with Employer who sponsors her/his Visa for the period of **36 months** employment contract, the above obligation will be waived and this Agreement will be automatically terminated.

CANDIDATE certifies that she/he has no pending application and EB-3 or H-1B petition with other agency or other company.

This Agreement shall be enforceable in accordance with and governed in all respects by the laws of the Philippines.

IN WITNESS WHEREOF, the CANDIDATE have hereunto set her hand and indicate that he/she have read and agreed to the terms and conditions above written, this \_\_\_\_\_ day of \_\_\_\_\_ at the city of \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CANDIDATE:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Tel. Nos.** \_\_\_\_\_ **Email:** \_\_\_\_\_

**For: UNIVERSAL STAFFING SERVICES, INC.**

**Signed:** \_\_\_\_\_

**YOLANDA DE CASTRO**  
**UNIVERSAL STAFFING SERVICES, INC.**  
**President and General Manager**

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, affiant exhibiting to me her/his \_\_\_\_\_.

**NOTARY PUBLIC**

CANDIDATE agrees and entrusts her/his application to the AGENCY and \_\_\_\_\_ by withdrawing her/his existing immigrant (EB-3) petition with another hospital/agency with details as follows:

Petitioner \_\_\_\_\_

Date filed \_\_\_\_\_

Status \_\_\_\_\_

I, \_\_\_\_\_ am withdrawing the above described petition and hereby authorize \_\_\_\_\_ to take over said petition.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CANDIDATE:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Tel. Nos.** \_\_\_\_\_ **Email:** \_\_\_\_\_



August 5, 2016

U.S. Embassy  
Abu Dhabi, United Arab Emirates  
ATTN.: Consular Section, Immigrant Visa Unit

RE: Immigrant Visa on behalf of Eden Aquino SELISPARA  
ABD201556023

Dear Sir/Madam:

Management Health Systems, Inc. dba MedPro, the Petitioner for immigrant visa for Eden Selispara (the "Beneficiary"), provides this to verify that MedPro has offered and continues to offer full time permanent employment to Ms. Selispara, as a Registered Nurse above the annual prevailing wage of \$26.00 per hour. MedPro has been in the business of staffing nurses in its current corporate form since 1997. MedPro's predecessor was in the business of staffing nurses since 1986. Nevertheless, we are a healthcare staffing company, providing nurse contractors (among other healthcare professionals) to approximately 678 clients, with coverage to over 3700 facilities nationwide. While MedPro is a staffing company, we provide long term and short time contract staff to our clients. The petition was filed for the Beneficiary to be MedPro's direct employee.

In addition, several of our recent immigrant nurses were asked at interview to advise of the exact location of the work for MedPro. Please review the information set forth below to clarify the worksite location for the Beneficiary. The Schedule A Program for Petitioning Registered Nurses in the Immigrant Visa Program does not require that we know the actual work location of the RN at the time of the immigrant visa issuance. Please refer to the Adjudicators Field Manual of the USCIS (AFM). Reference to Chapter 22.2 highlights for the Immigration Examiner the required evidence to support a Schedule A RN case and guides the Immigration Adjudicator through the approval process. Reference to the Adjudicators Field Manual Chapter 22.2(b)(4)(C)(iv)(B) highlights special considerations for Schedule A workers relative to the job postings and prevailing rates of pay. Specifically:

- **(B) If the employer currently employs relevant workers at multiple locations and does not know where the Schedule A employee will be placed:** The employer must post the notice at the work-site(s) of all of its location or clients (i.e. clients under contract to the staffing employer at the time the employer seeks to post a timely notice or filing for a Schedule A employee) where relevant workers currently are placed...The prevailing wage will be derived from the area of the staffing agencies' headquarters. [emphasis supplied].

MedPro is in strict compliance with USCIS regulatory program, as set out in the Adjudicators Field Manual. In the Beneficiary's I-140 filing, MedPro included the prevailing wage determination issued to its headquarters in Sunrise, Florida. Also included were copies of all posted notices and list of all locations and dates where the notices were posted. The Immigration Examiner adjudicated and approved the case, thereby making a finding that the evidence required and as outlined in the Adjudicators Field Manual was submitted by Petitioner.

Additionally, the Department of State's Foreign Affairs Manual at 9 FAM 40.51 Exhibit I states clearly what the requirements are, and is a mirror image of the AFM chapter 22.2 above stated. Moreover 9 FAM 40.51 Exhibit I incorporates verbatim the Department of Labor Regulation at 20 CFR 656.15, which also mirrors the language in the AFM. Additionally, FAM 40.51 N6.1(c), states that

- You should note that in the case of professionals, an applicant may legitimately intend to accept the employment even though commencement may not be immediate. It may be necessary for the applicant to complete licensing procedures first...

If you are concerned that the Beneficiary does not presently hold a license in one of the locations attached in our petition that is because we generally do not file endorsement applications for licensure until close to deployment for our nurses. Almost all jurisdictions require a social security number before they will complete the licensing process, so it is never of any use to us to have expended the funds for the licensure so early in the process when we cannot obtain the license until after the RN arrives in the US. With respect to the Beneficiary, once we received the date of interview at the Consulate, we began endorsing the existing RN license to practice as a registered nurse into Florida, as well as other jurisdictions of interested clients for assignment. We retain the right to place the Beneficiary at any of the facilities included with the I-140 petition. If the placement is in a jurisdiction where the Beneficiary does not yet have a license, we will get her one. Depending upon client needs at the time that the Beneficiary (1) actually deploys to the U.S., (2) completes his/her one month MedPro orientation and (3) is ready to go to the assignment (fully credentialed), we will properly identify to which facility the Beneficiary will be assigned. If the Beneficiary needs another license, we will ensure he/she obtains the appropriate state license.

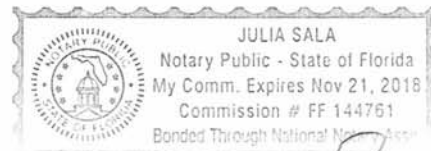
In accordance with the foregoing, as of today's date we cannot advise of the exact worksite for the Beneficiary. Nevertheless, our contracts are active as represented and our nurses are in fact working at the facilities where we have posted our notices. We have petitioned for several nurses over the past year and each has been approved for their immigrant visa using this exact process as described in the AFM, and by submitting virtually identical documentation the case documents for the Beneficiary.

The position remains open and available to the Beneficiary as represented in the I-140 packet. At all times the Beneficiary will be a full time registered nurse employed by MedPro. Based on the foregoing information, the immigrant visas should issue to the Beneficiary and family. The Beneficiary's services are needed, our clients are ordering nurses from us every day and in order to fill these healthcare job orders we require her services as soon as possible.

Should you have any questions or concerns, please contact the undersigned directly.

Respectfully,

  
Patty Jeffrey  
Vice President of International Operations



  
8/5/16