UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

LILIAN AWINO NYAWARA, individually and on behalf of all persons similarly situated,	:	**Civil Action No.:**
Plaintiffs,	:	**JURY TRIAL DEMANDED**
v.	:	
INTERSTAFF, INC.,	:	**CLASS AND COLLECTIVE ACTION**
Defendant.	:	

CLASS AND COLLECTIVE COMPLAINT

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Plaintiff Lilian Awino Nyawara ("Plaintiff"), through her undersigned counsel, files this Class and Collective Action Complaint ("Complaint") against Defendant Interstaff, Inc. ("Defendant" or "Interstaff"), seeking all available remedies under the Trafficking Victims Protection Reauthorization Act ("TVPRA"), 18 U.S.C. § 1589, *et seq*., the Fair Labor Standards Act of 1983, 29 U.S.C. §§201, *et seq*. ("FLSA"), and state law claims. The allegations are based on personal knowledge as to Plaintiff's own conduct and are made on information and belief as to the acts of others.

INTRODUCTION

1. This case concerns a labor trafficking scheme whereby Interstaff threatens a class of nurses with serious financial harm and abuse of the legal process, including immigration and litigation threats, to secure an artificially cheap and captive supply of labor, which it then sells to healthcare providers at a profit. Plaintiff alleges labor trafficking and failure to pay proper wages.

2. Interstaff is a foreign labor recruiter who recruited Plaintiff and hundreds of other nurses ("Nurses") to work for Interstaff in Texas and across the United States. Interstaff forces the Nurses to sign unenforceable, draconian employment agreements and uses these agreements as a coercive mechanism to force the Nurses into indentured servitude.

3. Interstaff was founded in 1998 and has hired nurses from over fifty (50) countries to staff hospitals and healthcare facilities across the United States. Interstaff has a staff of more than 200 individuals in the United States and abroad.

4. Interstaff's business model involves recruiting Licensed Registered Nurses and bringing them to the United States to labor for Interstaff's benefit. Interstaff promotes their recruiting services by claiming that Interstaff "champion[s] [Nurses'] dreams and ensure[s] they're

met with opportunities and unwavering support."[1] In truth, however, Interstaff denies Nurses the opportunities that would otherwise be available to them by forcing Nurses to sign unconscionable contracts that state that may be liable for tens of thousands of dollars if they leave their jobs.

5. A bedrock principle of the American labor market and Texas law—which is the state law Interstaff selected to govern its contracts—is that employers must compete for workers through wages and benefits, and not by unreasonably restraining their workers' right to seek out better opportunities. Interstaff purposefully turns that principle on its head.

6. Interstaff requires Nurses to sign contracts that impose substantial monetary penalties ("Financial Penalties") that will be enforced if an employee fails to complete three (3) years and 6,240 hours of work for Interstaff's clients. For a Nurse to complete the designated hours within three (3) years, they must work forty (40) hours a week with no weeks off for three (3) years straight. This means that the minimum amount of time that Interstaff forces a Nurse to work for them is three years, but almost certainly more. The effect and intent of the Financial Penalties is to penalize Nurses who seek out other opportunities and to keep Nurses stuck in jobs where they are paid below market rate.

7. Interstaff's Financial Penalties range from $25,000 to over $150,000, plus an unknown amount of "actual and consequential damages" and attorney's fees. Nurses accordingly believe they may be liable for hundreds of thousands of dollars if Interstaff deems that they breached their contract.

[1] *Our Mission*, Interstaff, https://www.interstaffinc.com/our-mission/ (last visited December 12, 2025).

8. The Financial Penalties included in Interstaff's contracts are unenforceable because they levy extremely large, one-sided damages that are not based on or representative of actual damages. The Financial Penalties thus are unconscionable and invalid under Texas law.

9. Interstaff derives its power over the Nurses by telling them that the Financial Penalties are valid and binding. Interstaff instructs the Nurses that, if they fail to carry out the term of their employment, the Nurses will be subject to tens, if not hundreds, of thousands of dollars and they will be sued or face immigration consequences.

10. These threats make Nurses reasonably fear that, if they leave their jobs with Interstaff, they will face serious harm in the form of insurmountable debt, litigation, or immigration issues. Interstaff uses these threats of substantial harm and the abuse of the legal process to ensure a captive workforce.

11. True to its threats, Interstaff pursues these illegal penalties from Nurses, both through informal means and through civil litigation. Nurses are aware that Interstaff aggressively pursues Financial Penalties. The Nurses' reasonable fear of having to pay back the enormous Financial Penalties or be subject to civil litigation, and consequent increased financial burden, keeps Nurses working in their jobs when they would have otherwise left.

12. Interstaff also threatens Nurses with false immigration threats, telling Nurses that if they fail to complete the required employment term, they will be committing "visa fraud." This threat, however, is false. Interstaff's Nurses immigrate with a green card that affords them the ability to work with any employer they choose. Interstaff knows that a Nurse's decision to leave Interstaff's employment does not constitute "visa fraud," but uses this threat to keep Nurses in their jobs.

13. Interstaff uses these contracts to coerce Nurses continue laboring for them. Interstaff thereby maintains a captive workforce of Nurses who must labor for years, at a lower wage than they can make at other jobs and often under worse conditions than at other jobs, before they can terminate their employment without outrageous penalties.

14. Interstaff is motivated to trap Nurses in their jobs for years because it can sell their labor at a steep profit. With shortages of healthcare workers throughout the United States there is a high demand from healthcare providers for the unique population of skilled Nurses that international recruiters like Interstaff can supply.

15. Plaintiff brings a class action pursuant to Rule 23(b)(2) and Rule 23(b)(3) of the Federal Rules of Civil Procedure asserting forced labor claims under federal law. Employers are not permitted to use or to attempt to use the threat of substantial harm, including financial harm, or abuse of the legal system to keep people trapped in their jobs. Interstaff's threats of immigration consequences, litigation, and extraordinary financial penalties if Nurses try to leave their jobs violate federal forced labor laws.

16. Plaintiff also brings a collective action against Interstaff for failure to pay the correct overtime rate. At all times relevant, Plaintiff and the Nurse Collective were employees of Interstaff, and Interstaff was an employer and/or enterprise covered by the FLSA.

17. At all times material to this action, Interstaff has been engaged in commerce or in the production of goods for commerce as defined by the FLSA. It provides health care services and employs workers across the U.S.; sells and markets its services across state lines and throughout the United States; uses telephonic transmissions crossing state lines to do business; accepts and utilizes products that have shipped across state lines; and uses connected health

technology and telehealth systems that allow access to its services from different locations and across state lines.

JURISDICTION AND VENUE

18. Jurisdiction is proper under 28 U.S.C. § 1331 because this is a civil action arising under the laws of the United States, namely 18 U.S.C. § 1581 and 29 U.S.C. § 216(b) et seq., and because 18 U.S.C. § 1595(a) provides that such actions may be brought "In an appropriate district court of the United States[.]"

19. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over Plaintiff's state law claims, because those claims derive from a common nucleus of operative facts.

20. Venue in this Court is proper pursuant to 28 U.S.C. §1391. Defendant maintains its principal place of business in the Southern District of Texas and conducts a substantial portion of its business activities in this District.

PARTIES

21. Plaintiff Lilian Awino Nyawara is a registered nurse. She worked for Interstaff from February 2023 to December 9, 2023. She is a citizen of Kenya and a lawful permanent resident of the United States. She lives in Venus, Texas. Plaintiff Awino Nyawara consented in writing to be a Plaintiff in this Action. *See* Ex. 1.

22. Defendant Interstaff is a corporation incorporated in Texas and with its principal place of business in Texas. Interstaff's headquarters are located at 16107 Kensington Drive, #140, Sugar Land, Texas 77479.

CLASS AND COLLECTIVE DEFINITIONS

23. Plaintiff brings this lawsuit as a class action on behalf of themselves and all other similarly situated under Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3). This action

satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

24. Plaintiff brings Count I through V of this lawsuit pursuant to the Trafficking Victims Protection Reauthorization Act on behalf of a class of Nurses defined as follows:

> All persons who worked for Interstaff as a nurse in the United States during the ten (10) years prior to the filing of this complaint and signed a contract to work with Interstaff for a set number of years or hours (the "Nurse Class").

25. Plaintiff brings Count VI of this lawsuit pursuant to the FLSA, 29 U.S.C. § 216(b), as a collective action on behalf of herself and the following similarly situated persons:

> All current and former hourly paid, non-exempt nurses that worked for Interstaff at a U.S. healthcare facility which contracted with Interstaff during the past three years and who were required to complete off-the-clock trainings, and/or received extra payments, including but not limited to shift differentials, housing stipends, and bonuses, and who worked more than forty (40) hours in at least one workweek ("FLSA Collective" or "Collective Members").

26. The Nurse Class and/or the Collective are collectively referred to as the "Class Members."

27. Plaintiff reserves the right to redefine the Nurse Class and/or the Collective prior to notice or class certification, and thereafter, as may be warranted or necessary.

FACTUAL ALLEGATIONS

28. Over the last seventy-five (75) years, employers in the United States have relied on large-scale migration of foreign healthcare works to staff their healthcare facilities, especially in times of medical crisis. These workers are essential to the effective and safe functioning of the U.S. healthcare system.

29. Recently, shortages of healthcare workers have led hospitals in the U.S. to dramatically accelerate hiring from abroad. Countries like the Philippines, Kenya, India, Nigeria, Zimbabwe, and Jamaica have historically sent trained, experienced healthcare workers to work in

the U.S. But after the start of the COVID-19 pandemic, this trickle of nurses became a flood. As of 2022, there were about 500,000 immigrant nurses in the U.S., accounting for approximately one in six nurses total.[2]

30. During the COVID-19 pandemic, wave upon wave of COVID infections put a massive strain on U.S. healthcare systems and the healthcare workers that served them. In prior years, many healthcare systems had reduced staff. The skeletal teams that remained in 2020 were overloaded with patients, shifts were stretched beyond the standard 12-hour period, and healthcare systems were straining against the limits of safety.[3]

31. Moreover, in the face of the risks of COVID-19 and burnout from their working conditions, healthcare workers left their jobs *en masse*. From February to April 2020 alone, the U.S. healthcare sector shed more than 1.5 million jobs—nearly 10% of the total healthcare workforce at the time.[4]

32. Faced with staffing shortages in the United States and a healthcare crisis that required consistent, ready, and willing labor, healthcare providers turned to foreign healthcare workers to fill this urgent need. Companies like Interstaff seek to exploit the labor shortage in the U.S. healthcare system by supplying labor through using a captive foreign workforce.

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[2] Drishti Pillai et al., The Growing Role of Foreign-Educated Nurses in U.S. Hospitals and Implications of Visa Restrictions, KAISER FAMILY FOUNDATION, July 10, 2024, https://www.kff.org/racial-equity-and-health-policy/the-growing-role-of-foreign-educated-nurses-in-u-s-hospitals-and-implications-of-visa-restrictions/ (last visited December 12, 2025).

[3] Aurora Almendral, Rich Countries Are Importing a Solution to Their Nursing Shortages – and Poor Countries Are Paying the Price, TYPE INVESTIGATIONS, Sept. 27, 2023, https://www.typeinvestigations.org/investigation/2023/09/27/rich-countries-are-importing-a-solution-to-nursing-shortages/. (last visited December 12, 2025).

[4] *Id*. (citing Federal Reserve Economic Data, https://fred.stlouisfed.org/series/CES6562000101). (last visited December 12, 2025).

33. The high demand for healthcare workers created a dynamic whereby Interstaff is motivated to use threats of serious harm and abuse of the legal process to keep Nurses into working for them, thereby preserving Interstaff's ability both to profit off their labor and to serve healthcare providers' interest in a reliable, captive labor pool.

I. Interstaff's Business Model Preys on a Vulnerable Population

34. Interstaff's business involves recruiting Nurses, transporting them to the United States, and then selling their labor to hospitals and healthcare facilities.

35. Interstaff was founded in 1998, and has been recruiting Nurses from over fifty (50) countries to staff hospitals and healthcare facilities in various states across the U.S.

36. Interstaff actively recruits international nurses and international nursing students from abroad and within the U.S. territories, including Puerto Rico, Guam, Northern Mariana Islands, U.S. Virgin Islands, and American Samoa.

37. Interstaff profits handsomely off the labor of the foreign Healthcare Workers that it recruits. Interstaff charges its client hospitals and healthcare facilities hourly fees to access the Nurses' labor. Payment for the Nurses' labor is intended to come out of that amount, with Interstaff keeping the difference.

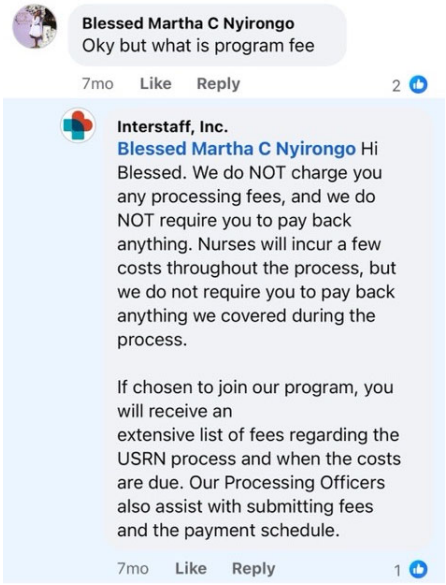
38. Interstaff accordingly only profits for as long as a given Nurse continues to work for the client under the Interstaff umbrella. This incentivizes Interstaff to keep the Nurses working with Interstaff for as long as possible. And the more Interstaff suppresses Nurses' wages, the more profit it makes for every hour a Nurse works.

39. Interstaff preys on vulnerable Nurses, including Plaintiff, who are unaware of their rights. Interstaff recruits Nurses with promises that working for healthcare facilities in the United States is a pathway for economic freedom and upward mobility, which is often not available in

their home countries. Interstaff advertises hourly rates that generally are higher than what Nurses stand to make while working in their home countries. But upon arrival, Interstaff pays Nurses significantly less than their U.S. counterparts. For instance, Interstaff Nurses make less than market rates for their labor, and receive less than U.S. counterparts for additional pay, including shift differentials and bonuses. To keep them in their jobs despite the low pay, Interstaff imposes onerous restraints that force Nurses to continue working through threats of grave financial harm, false immigration consequences, and litigation.

40. Interstaff falsely advertises to prospective Nurses that Interstaff "focus[es] on their nurses' success without any hidden costs or surprises" and that it does not "recoup any funds after nurses arrive in the U.S."[5] Interstaff recruiters likewise tell prospective Nurses that Interstaff does not charge Nurses for its services. Even when directly responding to questions about fees, Interstaff states it will "not require [nurses] to pay back anything [Interstaff] covered during the process."[6] Interstaff additionally advertises on their website that they "don't do any paycheck withholdings."[7]

[5] Interstaff, Inc., Facebook, August 22, 2025, available at https://www.facebook.com/share/p/1EcuM8ZmT3/ (last visited December 12, 2025).
[6] Interstaff, Inc., Facebook, March 15, 2025, available at https://www.facebook.com/share/p/1BtUFT7eM6/ (last visited December 12, 2025).
[7] *Frequently Asked Questions*, Interstaff, https://www.interstaffinc.com/common-questions/ (last visited December 12, 2025).



41. Interstaff conceals, however, that any Nurse that signs up with Interstaff must sign contracts that impose dire penalties on Nurses who leave Interstaff's employment before completing the required hours set out in the contract. These contracts provide that Nurses may be liable for exorbitant fees for fabricated damages if they breach their contracts. Interstaff further conceals that they in fact do withhold from Nurses paychecks once they begin working, deducting certain amounts from their paychecks based on the advances they had originally been told they would not have to pay back.

42. Interstaff requires that Nurses sign contracts as soon as they interview with Interstaff, which is often years before they arrive in the U.S. These contracts levy extremely high penalties if a Nurse terminates the contract, even if the Nurse never began working for Interstaff. *See* Ex. 2 ¶ 7.

43. Interstaff tells Nurses that the contract terms, including the required hours and related penalties for failing to complete the required hours, are non-negotiable. Ex. 3.

44. While Nurses who come into the U.S. are legally protected by the same employment laws as U.S. citizens, Interstaff knows that the Nurses it targets are generally

unfamiliar with the U.S. legal system. By immediately trapping Nurses into a contract with dire penalties, Interstaff ensures a steady stream of Nurses who will work under the provisions of the contract, at below market rates, and who do not know that the provisions are unlawful.

45. Both Interstaff and their client healthcare providers benefit from this arrangement. Interstaff frames the limitations it places on Nurse mobility as a focus on "long-term nurse retention" and a unique selling proposition. In its marketing to healthcare providers, Interstaff distinguishes its services them from the frequent turn-over of domestic travel nurses: "our focus on long-term nurse retention and conversion to hospital core staff leads to significant costs savings compared to the high and recurring costs of domestic travel nurse contracts."[8]

46. Interstaff advertises that its hourly and overtime rates are lower than others' and emphasizes the "costs savings" that come with using their Nurses, as compared to paying market rate. A "study" Interstaff published claims that the health system "decreased reliance on travel nurses by 50% resulting in $4 million in annual savings."[9] Interstaff's website advertises the "return on investment" that healthcare facilities and hospital will receive if they retain Interstaff's services – an ROI Calculator is available on their website that shows the cost-cutting benefits of using Interstaff's Nurses instead of the hospital's existing travel nurses.[10]

47. Interstaff is aware that it profits heavily by taking a portion of what would be the typical market rate for the Nurses' labor. Interstaff therefore warns Nurses not to ask client facilities what they are paying to Interstaff for the Nurses' labor. But once in the United States,

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[8] *For Hospitals: Frequently Asked Questions*, Interstaff, https://www.interstaffinc.com/for-hospitals/ (last visited December 12, 2025).
[9] *Interstaff Case Study: Large Health System Overcomes Nursing Shortages with Interstaff's International Nurse*, at p. 3, https://www.interstaffinc.com/wp-content/uploads/2025/01/conversions.pdf (last visited December 12, 2025).
[10] *Return on Investments Calculator*, Interstaff https://www.interstaffinc.com/roi-calculator/ (last visited December 12, 2025).

Nurses realize that with their experience, they could receive higher wages, better benefits, and better working conditions if they worked for hospitals directly. Market rates in the areas that Interstaff sends its Nurses are substantially higher than what Nurses earn with Interstaff. Indeed, in an online petition dated January 15, 2022, Interstaff Nurses complained that they were being paid $10 an hour less than other nurses working comparable positions in the same hospital. Ex. 4.

48. Interstaff could address this issue by paying Nurses market rate wages, competitive with other employment options, but this would cut into Interstaff's profit. Accordingly, to keep its profits flowing and trap its Nurses at these well-below market rates, Interstaff uses oppressive monetary penalties and threats of civil litigation and immigration consequences to ensure that the Nurses face extreme barriers to leaving their jobs.

II. Interstaff's Contracts Are Designed and Operate to Force Nurses to Labor for Interstaff and Its Clients

49. Interstaff requires every Nurse that it recruits to sign contracts that impose the exorbitant Financial Penalties on Nurses who fail to satisfy Interstaff's highly restrictive contractual requirements. These restraints, as well as the threats that Interstaff levies against Nurses, ultimately ensure that Nurses are forced to work for Interstaff and its clients for years, regardless of their pay or working conditions.

50. The contract states that "Interstaff has contracted with a designated client healthcare facility to provide [the Nurse's] services for the entire term of the Agreement." Ex. 2 ¶ 3. Interstaff tells the nurses the length of the contract is "6240 hours, which roughly equates to 3 years[.]" Ex. 3.

51. While Interstaff's contract explicitly estimates the contract term at three years, in reality, the 6,240-hour requirement is nearly impossible to meet within three years. To complete the contract in this time frame, Nurses would have to work five (5) days a week, every week, with

no sick days, holidays, vacation, or other medical or maternity leave for 156 weeks. It thus actually takes significantly longer than three years to complete the required hours.

52. Interstaff imposes crushing Financial Penalties on Nurses who fail to meet the required term of their contract, which it describes as "damages." The "damages," however are unspecified and amount to a punitive Financial Penalty. Financial Penalties range from $25,000 to more than $150,000. Ex. 2 ¶ 7; Ex. 5 ¶ 5; Ex. 6 ¶ 6. For the average Nurse working for Interstaff, these penalties could amount to three years' salary. In each contract that Interstaff makes Nurses sign, the Financial Penalties are inflated and do not reflect any actual damages suffered by Interstaff.

53. The contracts also provide that the Nurses will be additionally and separately responsible for certain actual and consequential expenses that Interstaff incurred in the course of recruiting and relocating the Nurses. Ex. 2 ¶ 7; Ex. 5 ¶ 5. Interstaff does not identify or provide an estimate of what these expenses are, even though Interstaff can reasonably determine how much the costs will be based on their records.

54. Interstaff has the power to invoke the Financial Penalties at any time, for any perceived violation. Interstaff's contracts provide that the Nurses will be liable for Financial Penalties if they fail to complete the term of the agreement. The Financial Penalties also apply if Nurses are terminated "for cause," which the contracts define as including any action that Interstaff unilaterally determines to be to its material detriment. Interstaff wields a tremendous amount of power of the Nurses through its ability to invoke the Financial Penalties.

55. The Interstaff contract provides layers of coercion and control throughout not only their employment but also their personal lives. For example, the contract explicitly provides that Interstaff may terminate a Nurse for cause upon a Nurse's inability to work, or the Nurse requiring

a reasonable accommodation to work, for more than six weeks. Under this provision, a Nurse would face Financial Penalties of tens of thousands of dollars on account of an extended period of illness, physical, or mental disability. This operates to impose substantial restrictions on Nurses' lives, as it could impede Nurses from securing necessary physical or mental health treatment, for fear of facing crushing Financial Penalties if it would have them unable to work, with or without an accommodation, for more than six weeks. This could apply to situations as varied as a Nurse needing a surgery that required limitations on lifting for more than six weeks or even a cesarian section, which commonly involves eight weeks of recovery time.

56. Interstaff also requires Nurses to sign contracts that state that they will not be deployed if they are pregnant. Ex. 5 p. 1; Ex. 7. Interstaff knows that pregnancy is not a ground of inadmissibility to the U.S., yet it pressures Nurses to believe they must remain continually available for work and cannot become pregnant. Interstaff tells Nurses that they can only travel to the U.S. if they have given birth and are ready to work full time. Ex. 3.

57. Interstaff disregards standard protections of the Americans with Disability Act ("ADA") to ensure that it maintains a captive workforce that can continue work uninterrupted. The ADA restricts employers from firing employees for having a disability. *See* 42 U.S.C. § 12101 *et seq*. The ADA supersedes conflicting contractual provisions, and contracts accordingly cannot waive this protection. *See* 42 U.S.C. § 12112(b)(2). Interstaff nevertheless uses the threat of Financial Penalties as a mechanism for Nurses to continue laboring for Interstaff, even if they must risk their physical or mental health do so.

58. Interstaff also prohibits Nurses from working secondary positions that could cushion the impact of the Financial Penalties. Specifically, Interstaff's contracts provide that Nurses may not obtain secondary employment without Interstaff approval. Ex. 2 ¶ 4(e); Ex. 5 ¶

2(e); Ex. 6 ¶ 2(e). This is the case even though the terms of the Nurses' visas generally allow them to work for any employer they wish. And, in practice, Interstaff is unlikely to provide this approval, as Interstaff instead encourages Nurses to prioritize their Interstaff-assigned placement schedules. *Id*. Interstaff thus maintains the power to limit the Nurses to only working for Interstaff's benefits and profit.

59. Interstaff's contracts also state that Nurses cannot work for any other agencies once they sign the first contract with Interstaff. Ex. 2 ¶ 1.2(d). Further, Interstaff's contracts stipulate that, once a Nurse signs the first contract, Interstaff can collect Financial Penalties even if a Nurse never begins working for Interstaff. Ex. 2 ¶ 7. This means that even if Interstaff has no work for them, Nurses are bound by the contract and subject to the threat of Financial Penalties.

60. This is not theoretical. Interstaff advertises that they guarantee employment for their Nurses and, as the sponsoring employer in the immigration process, Interstaff is required to provide employment when Nurses arrive.[11] But Interstaff is not always able to provide Nurses with employment. Nevertheless, Interstaff expects and requires that Nurses wait—without pay or permission to pursue other employment—until Interstaff secures them a position.

61. Interstaff has sued Nurses for whom they could not secure a placement. Interstaff asserts that these Nurses owed Interstaff damages because they failed to satisfy the hours requirement, despite the fact that these Nurses never began working for Interstaff.

62. For instance, Pricy Paily, a Nurse from India, came to the U.S. and interviewed with three different hospitals through Interstaff, but she did not receive any offers. Ms. Paily was left without work or pay for months and was restricted from pursuing other employment without

[11] *See, for example*, *Interstaff's EB-3 Visa Program*, Interstaff https://www.interstaffinc.com/eb3-visa-overview/ (last visited December 12, 2025) ("Working with an agency guarantees a completed USRN process and employment in a US hospital.").

Interstaff's permission, by Interstaff's contracts. Ms. Paily emailed Interstaff requesting placement, but Interstaff did not respond. Ms. Paily ultimately terminated her contract because Interstaff could not find her a placement and the Interstaff contract restricted her from looking for other work. Interstaff then sued her for $128,034.70 in damages. *See Interstaff, Inc. vs. Princy Paily*, No. 1201565 (Harris Cnty. Ct. filed Mar. 20, 2023). The parties eventually settled, with Ms. Paily paying Interstaff $50,000, even though Interstaff was never able to secure her employment. *Id*.

63. Interstaff also tells Nurses that they will be contracted to one hospital for the entity of the 6240 hours. Ex. 3. However, in instances when the hospital cancels the contract through no fault of the Nurse, Interstaff demands that Nurses move to another hospital, often many states away. If Nurses refuse, often because their families and children have settled into one place, Interstaff demands Financial Penalties.

64. While working at Interstaff's client hospitals, Nurses are often given worse positions and shifts than other employees of the hospital. However, Nurses stay in these positions, despite the working conditions, because they are afraid of the Financial Penalties they will face from Interstaff if they leave to find better employment.

65. Interstaff's restrictive contractual provision enables Interstaff to keep a captive workforce at the ready by forcing Nurses into an impossible position. If Nurses are not working, they must wait for a position to become open, during which time they are unable to otherwise earn money to support themselves and also unable to perform the three-year, 6,240-hour requirement that Interstaff imposes on Nurses.

66. These multilayered restrictions also ensure that Nurses will take any job offered to them by Interstaff, out of fear of the harm Interstaff threatens as a result of a perceived breach.

III. Nurses Reasonably Fear Substantial Harm If They Leave Their Employment or Are Terminated Prior to Satisfying Interstaff's Minimum Hours Requirement

67. Interstaff's contracts operate to make Nurses reasonably fear that they must continue to work for Interstaff or face threat of serious harm. This harm takes the form of the crushing Financial Penalties, the threat of being sued to collect the Financial Penalties, and false immigration threats. Interstaff can thus maintain a captive workforce that must labor for years before they feel they can safely end their employment.

A. Interstaff Uses Threat of Financial Penalties to Coerce Nurses' Labor.

68. Interstaff designs and uses the Financial Penalties as outsized punishments that make it prohibitively costly for Nurses to leave their employment with Interstaff. Interstaff thereby can keep Nurses working out of fear that Nurses will have to repay tens, or even hundreds, of thousands of dollars—amounts that are grossly disproportionate to their pay.

69. While Interstaff's contracts characterize the Financial Penalties as "damages," they are untethered from actual damages or any actual expenses Interstaff incurred in its recruitment of the Nurses. Indeed, Interstaff's contracts expressly provide that the Financial Penalties are over and above actual costs and expenses Interstaff spent on recruiting. The Financial Penalties in the Interstaff contracts operate purely punitively and are therefore per se illegal and unenforceable.

70. Enforcing a contractual provision which operates as a penalty is against public policy. *See Phillips v. Phillips*, 820 S.W.2d 785, 789 (Tex. 1991). Texas Law will only enforce liquidated damages provisions if a court finds "(1) that the harm caused by the breach is incapable or difficult of estimation, and (2) that the amount of liquidated damages called for is a reasonable forecast of just compensation." *Cf.* Tex.Bus.Com.Code § 2.718(a); *see also Phillips,* 820 S.W.2d at 788.

71. Even if Interstaff were to claim that the Financial Penalties were to recoup a reasonable estimate of its actual damages, this is improper. The Financial Penalties do not reflect and are untethered from actual damages. Here, damages such as immigration processing fees, flights, and hotels are easily determinable and quantifiable, making them inappropriate for liquidated damages under Texas Law. Nor are the Financial Penalties intended to recoup actual expenses Interstaff incurred in its recruitment of Nurses; the Interstaff contracts independently establish liability for such actual expenses.

72. The Financial Penalties—ranging from $25,000 to over $100,000—are also unreasonably large on their face. They are also disproportionate when compared to the compensation paid to Nurses, who earn anywhere from $22-39 dollars an hour. For a Nurse earning $32.00 per hour, the Financial Penalties can range from half of their net yearly income to almost three times a year's salary.

73. Such exorbitant sums operate to trap Nurses in employment with Interstaff, even if they are paid substantially less than market rate or in poor working conditions. This includes scenarios both where Nurses they are paid much less than their counterparts at the client facilities and where Interstaff instructs Nurses to wait indefinitely for a placement with no pay. Nurses routinely stay in Interstaff's employment despite wanting to leave and they do so for fear of substantial harm.

B. Interstaff Uses Threat of Civil Litigation to Coerce Nurses' Labor.

74. Interstaff tells Nurses that it will bring the full force of the U.S. legal system to bear on them and sue to recover the Financial Penalties if a Nurse fails to work the full term of Interstaff's unconscionable contracts. Nurses reasonably fear the impact of not only the Financial Penalties, but the burden of defending against litigation and paying Interstaff's attorney's fees.

75. The Nurses are unfamiliar with civil litigation in the United States, such that engaging in litigation in a foreign legal system is intimidating and overwhelming. Additionally, even if the Nurses were aware that Interstaff's claims against them were improper, the Nurses generally have few resources such that hiring an attorney and maintaining protracted litigation against a well-resourced adversary would be an insurmountable financial burden.

76. Interstaff uses the Nurses' reasonable fears of litigation to deter Nurses from leaving its employment. Interstaff's contracts explicitly provide that, if Interstaff brings a lawsuit against a Nurse to enforce the agreement and prevails, the Nurse will be liable not only for whatever judgment Interstaff recovers, but also Interstaff's attorney's fees. Interstaff's practice of aggressive litigation creates an environment of fear for Nurses who understand that, if they leave their employment with Interstaff, they will face the burden of litigation and increased financial harm in the form of attorney's fees.

77. True to its threats, Interstaff regularly sues Nurses who Interstaff claims breached its contracts and thus are liable for the Financial Penalties. These lawsuits inflict not only the threat of recovery of the Financial Penalties, but significant economic, time, and emotional burden on the Nurses that Interstaff targets.

78. In the last two years alone, Interstaff has filed at least ten cases suing Nurses for substantial financial damages—often amounting to well-over $100,000—as well as Interstaff's attorney's fees. *See Interstaff vs. Chilonga*, No. 25-ccv-077930 (Fort Bend Cnty. Ct. filed November 7, 2025) (asserting $80,887.20 in damages due to Nurse having 4,366 hours left on her contract); *Interstaff, Inc. vs. Mecha*, No. 25-ccv-077929 (Fort Bend Cnty. Ct. filed November 7, 2025) (asserting $93,600 in damages for failing to take up employment with Interstaff); *Interstaff, Inc. vs. Olutayo Imorhoa*, No. 25-ccv-077240 (Fort Bend Cnty. Ct filed July 16, 2025) (asserting

$142,323.72 in damages because the Nurse allegedly had 5,621 hours remaining in her term of 6,240 required hours); *Interstaff, Inc. vs. Jacqueline Ndegwa*, No. 24-ccv-075851 (Fort Bend Cnty. Ct filed Nov. 22, 2024) (asserting $59,902.72 in damages because the Nurse allegedly completed only 2,431 hours out of the 6,240 required hours); *Interstaff, Inc., vs. Latoya L. Reid,* No. 24-ccv-075379 (Fort Bend Cnty. Ct filed Aug. 22, 2024) (asserting $57,150 in damages due to Nurse working only 2,430 of the 6,240 required hours); *Interstaff, Inc. vs. Leah Ann Sto Domingo*, No. 24-ccv-075380 (Fort Bend Cnty. Ct filed Aug. 22, 2024) (asserting $93,600 in damages for failure to complete the 6,240 required hours); *Interstaff, Inc. vs. Gadzikayi Mbewe*, No. 23-ccv-073877 (Fort Bend Cnty. Ct. filed Nov. 13, 2023) (asserting $93,600 of damages due "failure to work a minimum of 6,240 hours"); *Interstaff, Inc. vs. Peter Muorah*, No. 1204213 (Harris Cnty. Ct. filed May 4, 2023) (asserting $129,039 in damages, in addition to consequential damages, for failing to complete the 6,240 required hours); *Interstaff, Inc. vs. Princy Paily*, No. 1201565 (Harris Cnty. Ct. filed Mar. 20, 2023) (asserting $128,034.70 in damages for failing to complete the 6,240 required hours); *Interstaff, Inc., vs. Grahambert Rubio*, No. 23-ccv-073883 (Fort Bend Cnty. Ct. filed Nov. 13, 2023) (pursuing $25,000 as well as consequential damages and attorney's fees due to failure to complete the 6,240 required hours).

79. Some of the Nurses who Interstaff targeted with litigation raised counterclaims—*see Rubio*, No. 23-ccv-073883 (Fort Bend Cnty. Ct filed Jan. 17, 2024) (asserting counterclaims under the TVPA); *Domingo*, No. 24-ccv-075380 (Fort Bend Cnty. Ct filed Nov. 4, 2024) (asserting breach of contract counterclaims)—but the overwhelming majority settled out of court. And regardless of the disposition of the cases, the Nurses involved were subject to significant financial impact in the form of either damages, settlement payment, or attorneys' fees.

80. Nurses are aware of Interstaff's aggressive litigation tactics against individuals who sought to leave Interstaff employment before completing the required hours. Interstaff's Nurses are in contact with one another, prior to deploying to the U.S., and once they arrive, through social media, messaging applications, and day-to-day in their jobs. Interstaff knows that Nurses are in contact with one another and knows that if a particular Nurse is threatened with payment of the Financial Penalties or sued, that other Nurses will find out and fear the same retribution. Nurses thus reasonably fear that, if they dare to leave, they too will be embroiled in expensive, burdensome litigation. This forces Nurses to remain laboring for Interstaff.

81. Interstaff thereby abuses the legal system to ensure that Nurses are forced to continue laboring for its benefit. Interstaff knows or should have known that the Financial Penalties in its contracts are unlawful and unenforceable. Interstaff nevertheless threatens Nurses with litigation based on its unconscionable contracts.

C. Interstaff Uses False Immigration Threats to Coerce Nurses' Labor.

82. Interstaff makes Nurses reasonably fear that they cannot refuse to work for Interstaff or even agitate for improved pay or working conditions, because doing so will amount to "visa fraud" and can result in immigration consequences or loss of status.

83. Interstaff requires internationally recruited nurses to sign an "Embassy Interview Acknowledgement" shortly before their U.S. embassy visa interview. In that document, Interstaff states:

> I understand that should I deploy and not commence work or attempt to change **any** of the conditions I have to agreed to in this agreement or other contracts, **I will be committing visa fraud**, **will be reported to the Department of Homeland Security**, and will be responsible for damages per the embassy contract. (emphasis added). Ex. 7.

84. The "visa fraud" warning is false and materially misleading. Under U.S. immigration law, a nurse's decision to resign, seek different hours, decline reassignment to a different facility or different state, or dispute the terms of a private employment contract does not constitute "visa fraud," nor does it make the nurse removable for "fraud."

85. Interstaff uses this "visa fraud" warning to pressure nurses to accept assignment terms dictated by Interstaff, continue working for Interstaff after arrival, and refrain from resigning, objecting to unsafe or exploitative conditions, declining relocation, or seeking alternative employment.

86. Nurses naturally understand a warning to be reported to the Department of Homeland Security for visa fraud to be a threat to their immigration status and ability to continue living and working in the United States. If found liable for visa fraud, Nurses could face revocation of their visas, permanent bars from re-entry into the U.S., deportation, fines, and potential criminal charges with imprisonment.

87. Interstaff is aware that the "visa fraud" warning is false and misleading. Interstaff actively recruits and petitions nurses for permanent positions in the United States. Interstaff knows that once a Nurse is admitted, the Nurse is work-authorized and not legally required to remain with its initial employer, Interstaff. Interstaff further knows that a nurse's attempt to stop working for Interstaff, decline reassignment, or contest the terms of a private contract is not, by itself, a violation that must be "reported to the Department of Homeland Security."

88. Interstaff nevertheless deploys this "visa fraud" threat shortly before the embassy interview, and at the point of maximum leverage, to make Nurses believe they cannot safely resign or refuse an assignment without risking substantial harm in the form of immigration consequences.

89. These threats of immigration consequences amount to abuse of the legal process.

IV. Interstaff Failed to Pay Proper Wages.

90. Interstaff does not pay Plaintiff and Nurses for all hours and did not pay proper overtime premiums for the time worked.

91. Plaintiff and Nurses are non-exempt hourly employees who provide care and related activities for Interstaff's client's patients.

92. Plaintiff and Nurses perform no job duties or functions that qualify for any FLSA overtime exemption.

93. Plaintiff and Nurses are paid an hourly rate.

94. Given the nature of their work, Plaintiff and Nurses often worked more than forty (40) hours in a workweek.

95. Plaintiff regularly worked more than forty (40) hours a week. Plaintiff also observed and spoke to other Nurses that worked for Interstaff that stated they were working similar overtime hours.

96. In addition to hourly wages, Nurses receive non-discretionary compensation in addition to their hourly rate of pay, including, *inter alia*, extra shift pay, shift differentials, non-discretionary bonuses, and housing stipends (collectively, "additional payments").

97. Interstaff has a uniform policy of not properly including additional payments in Nurses' regular rate of pay.

98. For instance, Plaintiff received $1.70 as a night shift differential.

99. Interstaff also paid Plaintiff and Nurses "housing stipends." These housing stipends were for the benefit of employees and were considered part of Plaintiff's wages.

100. Plaintiff received a housing stipend of $800 a month.

101. Interstaff consistently fails to include Plaintiff's and Nurse's full shift differentials, housing stipend, and bonuses in the calculation of their regular rate of pay which resulted in unpaid overtime wages in violation of the FLSA.

102. For example, during every weekly pay period from May 7, 2023, to December 9, 2023, Plaintiff was paid additional payments. But, in all these pay periods, Interstaff failed to include all the additional payments into Plaintiff's regular rate of pay to calculate the proper overtime rate.

103. The additional payments are paid as part of Plaintiff's and Class Members' usual wages and treated as compensation along with Plaintiff's and the Class Members' compensation.

104. The additional payments are based on a pre-determined formula that is advertised to Interstaff's non-exempt employees in advance.

105. Interstaff's practice of excluding all forms of non-discretionary renumeration in the calculation of overtime is uniform across Interstaff's various locations in all states.

106. Plaintiff and Nurses also work off-the-clock to complete Interstaff's required trainings.

107. Interstaff requires Nurses to complete training prior to beginning their jobs at their client healthcare facilities. Interstaff tells Nurses that they cannot begin their jobs without completing the trainings, and that the trainings are required, but fails to pay them for the time it takes for them to do the training.

108. For example, it took Plaintiff over 100 hours to complete the training that was required prior to beginning her job.

109. Interstaff also requires Nurses to complete training every few months.

110. The trainings that Nurses do while working at Interstaff's client healthcare facilities takes approximately three (3) to five (5) hours every few months, depending on how many trainings are assigned.

111. Interstaff expects Nurses to complete these trainings but does not provide time during Nurses' shifts to do so. It also does not pay Nurses for the time they spent doing the training at home, off-the-clock.

112. Interstaff's practice of requiring Nurses to complete off-the-clock work is uniform across Interstaff's various locations in all states.

113. As a result of Interstaff's policies of failing to include additional payments in the regular rate of pay and failing to pay for required trainings, Interstaff fails to keep accurate records of the hours that Plaintiff and Nurses work and fails to provide accurate wage statements to Plaintiff and Nurses that reflect all hours worked.

V. Interstaff Coerced Plaintiff Nyawara to Labor Under Threat of Serious Harm

114. Plaintiff's experience illustrates the way Interstaff coerces the labor of Nurses in its employment.

115. Plaintiff is a registered Nurse and a citizen of Kenya. Plaintiff attended nursing school in Kenya and graduated in 2015. Prior to beginning her work with Interstaff, Plaintiff had approximately four (4) years of experience as a Nurse at several hospitals in Nairobi.

116. Plaintiff wanted to move to the United States and work as a registered nurse because she wanted a better future for herself and her family.

117. Plaintiff first heard about the opportunity to work as a nurse for Interstaff through a friend.

118. Plaintiff applied to Interstaff for the first time in 2019. She was told that she could receive a bigger sign-on bonus if she passed the NCLEX before applying. Plaintiff did so and sent a second application in March 2021. She subsequently interviewed with Interstaff on April 6, 2021.

119. An Interstaff employee sent Plaintiff a contract soon after the interview and told Plaintiff that she was required to sign it. Plaintiff signed the first contract on April 9, 2021 ("April 2021 contract"). Ex. 2 at p.13.

120. The April 2021 contract stated that it did not create an employee/employer relationship between Interstaff and Plaintiff, but rather, that would only happen when Plaintiff began working with Interstaff's client health care facility in the U.S. *Id*. at ¶ 2.

121. Despite this, the April 2021 contract included several provisions that substantially restricted Plaintiff's ability to work elsewhere. This included provisions limiting Plaintiff from contracting with another employment agency and limiting Plaintiff from working at another job without obtaining Interstaff's approval. *Id*. at ¶¶ 1.2(d)-(e).

122. Further, the April 2021 provided that, if Plaintiff was unable to work for Interstaff (or otherwise breached the agreement), Plaintiff would be liable to Interstaff for Financial Penalties in the form of $25,000, plus other actual and consequential damages, and attorney's fees. *Id*. at ¶ 7. The contract did not specify how much Plaintiff would have to pay in total. This functionally required Plaintiff to commit to working for Interstaff, whenever Interstaff called upon her.

123. In December 2021, Interstaff sent Plaintiff another contract. Interstaff did not tell Plaintiff why she was being given another contract, but Plaintiff understood that she didn't have a choice to sign it if she wanted to continue with Interstaff. Plaintiff signed the second contract on December 1, 2021 ("December 2021 contract"). Ex. 5 at p.7.

124. Plaintiff's December 2021 contract had a number of additional restrictive clauses, that were designed to ensure Plaintiff's constant availability for employment.

125. For example, the December 2021 included a provision that Plaintiff could not be deployed to the U.S. if she became pregnant. See Ex. 5 at p.1. This is in line with Interstaff's general directives to Nurses that, if they become pregnant, they must give birth before relocating to the U.S. and may relocate to the U.S. only once they feel comfortable with their infant and are ready to resume work full-time. Ex. 3.

126. The December 2021 contract also stated that Plaintiff may not be able to choose what shifts to take. Ex. 5 ¶ 1.2. These clauses were intended to ensure that Plaintiff did not have a choice of when she could work, even if she was unable to work at those hours.

127. The December 2021 contract stated that her contract term was for three (3) years AND 6,240 hours, and that both conditions must be satisfied. *Id*. at p.1. This is a contradiction of what Interstaff advertises. Interstaff falsely advertises to new recruits that "if you complete 6,240 hours before 36 months, your employment term is complete." Ex. 3 at p.2.

128. The December 2021 contract also stated that she could not seek secondary employment without written permission of Interstaff, even though her immigration status allowed her to work for any employer. Ex. 5 ¶ 2(e). The contract stated that failure to complete the hours, or otherwise breach the agreement, would result in penalties for Plaintiff. *Id*. at ¶ 5.

129. Like the April 2021 contract, the December 2021 Contract included Financial Penalties in the form of a $25,000 liquidated damages clause, which stated, "You agree to pay Interstaff US$25,000 upfront and in full for liquidated damages" and "You agree to pay Interstaff any other consequential damages and reasonable Attorney's fees, due to Your breach of contract." *Id*.

130. The December 2021 also contract stated that if Plaintiff did not complete the contract, not only would her earned paid leave not be paid out, but that any leave she had already taken would be deducted from her last paycheck. *Id*. at ¶ 3.4(e).

131. Interstaff's liquidated damages clause explicitly stated that she would be liable for over $25,000 if she was "unable to undertake employment with or continue to work for Interstaff for any reason not acceptable to Interstaff…" *Id*. at ¶ 5. Plaintiff understood this to mean that if she did not accept a position with Interstaff, did not work for them, or was otherwise found in breach of the agreement and terminated, she would have to pay Financial Penalties of $25,000 as well as other damages and attorney's fees. Plaintiff was unsure how much in Financial Penalties she would actually owe if she did not undertake a job with or left her job with Interstaff.

132. Plaintiff proceeded to successfully complete the necessary requirements for immigration and placement during this initial phase of the immigration program.

133. During this period, Plaintiff was in WhatsApp groups with hundreds of other Interstaff Nurses. Plaintiff saw that, when a Nurse complained in a WhatsApp group about the Financial Penalties, or other restrictive provisions of the contract, Interstaff staff sent messages stating Nurses had to accept the contract as is, and they could not negotiate or complain.

134. Plaintiff successfully interviewed with one of Interstaff's clients, HCA Florida Northwest Hospital ("Northwest Hospital") in Margate, FL, and was offered and accepted a position as a Nurse at the facility once she immigrated to the United States. Plaintiff was told that Interstaff would employ Plaintiff at one hospital for the entire time that she contracted with Interstaff.

135. The last step in the immigration process is an interview at the U.S. embassy. If approved, Plaintiff would be able to immigrate to the United States and would be issued a green card. Plaintiff waited two (2) years for her embassy interview.

136. Just weeks before the Embassy Interview, Interstaff's Director of Immigration and Processing, Araceli Mondragon, added Plaintiff to a WhatsApp group of approximately fifty (50) other Interstaff Nurses preparing for their embassy interviews. Mondragon told the Nurses that if they wanted to obtain the "Employment Verification" form required for the embassy interview, they must quickly sign a new employment contract with Interstaff ("December 2022 contract"). *See* Ex. 6.

137. On December 7, 2022, Plaintiff received an email from Maria Teresa Abu, an employee at Interstaff. Ex. 8. Teresa's email stated that Plaintiff's embassy interview was scheduled for January 5, 2023. The email further went on to say:

> In order to attend your visa interview, you will need to provide the consulate with an offer letter and original Visascreen [sic]. Before Interstaff can send you these documents, you will first need to complete the [attached] employment agreement and return it to Interstaff. Once this [sic] documents has [sic] been received, we will courier your embassy documents to you.

Id.

138. When Plaintiff opened the new contract, she realized that the penalties were even more severe than those contained in the April 2021 and December 2021 contracts.

139. The December 2022 contract stated that if Plaintiff breached, she would have pay Financial Penalties in the form of "Minimum Actual Damages" which consisted of 1) "Relocation Expenses – the actual costs and expenses of the relocation costs and expenses incurred by Interstaff on [behalf of the Nurse]" and 2) "Agency Damages." Ex. 6 ¶ 6. Interstaff calculates "Agency Damages" by subtracting the actual number of hours worked by the nurse from 6,240-hour

requirement and multiplying those hours by $15-25. *Id*. Plaintiff understood this to mean that if she left her job with Interstaff, she could be liable for over $150,000.

140. Plaintiff and other Nurses in the WhatsApp group asked Mondragon why they were receiving yet another contract, and why the penalties in the contract were so high. Mondragon did not respond to their questions. Mondragon stated only that, if the Nurses wanted to immigrate to the U.S., they had to quickly sign the new contract to receive the required embassy documents that Interstaff was withholding.

141. Plaintiff knew that if she missed her embassy interview, it could be months before she could reschedule it. Plaintiff believed that failing to sign the contract and go forward with the embassy interview would mean she would significantly delay or even lose her opportunity to relocate to and work in the United States.

142. Additionally, at the time that she received the December 2022 Contract, Plaintiff believed that she was bound by the December 2021 Contract. The December 2021 Contract provided that Plaintiff would owe Financial Penalties of at least $25,000 if she did not undertake employment with Interstaff. Ex. 5 ¶ 5. Plaintiff feared that failing to continue in the immigration process would make her subject to these Financial Penalties, which she could not afford.

143. Interstaff's take-it-or-leave it demand, which took place weeks before the embassy interview, after Plaintiff had invested substantial time, effort, trust, and funds in the immigration process, and after Plaintiff had signed the December 2021 contract with its Financial Penalties, left Plaintiff with no alternative but to sign the new contract. While accepting the new contract would mean the possibility of higher penalties for breach, Plaintiff understood that her only alternative was to terminate the December 2021 Contract, become liable to pay tens of thousands of dollars in financial penalties, and give up her dream to come to the U.S.

144. Plaintiff signed the contract on December 8, 2022, one day after receiving it. Ex. 6 at p. 6.

145. In addition to the expanded penalty, the December 2022 contract had several other restrictions. It included a provision stating that Plaintiff could not undertake secondary employment without Interstaff's written permission, and that she had to give her employment with Interstaff priority when arranging her work schedule.

146. Like the previous contracts, the December 2022 contract also included a provision that Plaintiff could be terminated for cause if she was unable to work with or without a reasonable accommodation because of a disability for more than six (6) weeks. *Id*. at ¶ 5.

147. After successfully completing the embassy interview, Plaintiff and her family immigrated to Margate, Florida on February 27, 2023.

148. Although Plaintiff arrived in the U.S. in February, she did not begin working at the Northwest Hospital until April. From February to April 2023, Plaintiff was in the U.S., ready to work for Interstaff, but did not receive any pay.

149. During this time, Interstaff sent Plaintiff a laptop and told her that she needed to complete training that was required by Northwest Hospital as part of her job. Interstaff told Plaintiff that she if she could complete the over 100 hours of training in ten (10) days, she could keep the laptop, but if she took longer than ten (10) days, she would have to pay Interstaff $250 for the laptop. Plaintiff could not afford to pay for a laptop, so she completed the training within ten (10) days. Although the training was required for her job, Plaintiff was not paid for the training time.

150. Plaintiff's housing was arranged by Interstaff. Her rent was approximately $2,000 per month, and the landlord required a three-month security deposit ($6,000). When Plaintiff

arrived in the United States, she could not afford the deposit, and she did not know when she would get her first paycheck from Interstaff. Interstaff provided her with a cash advance for rent and other expenses and then deducted $100 from each paycheck to recover it.

151. By not paying Plaintiff when she arrived in the U.S., and giving her an advance to pay for rent, Interstaff put Plaintiff in a position where she was indebted to and financially reliant upon Interstaff. Plaintiff was afraid to search for another way to earn money because of the debt she already owed Interstaff and because the contract penalties would be devastating. Plaintiff accordingly was forced to wait, without pay, for Interstaff to tell her that she could begin working at Northwest Hospital.

152. At the time Plaintiff began working, she was already $11,000 in debt to Interstaff.

153. Plaintiff began working at Northwest Hospital on April 16, 2023.

154. Plaintiff often worked 80-90 hours weeks during her time at Northwest Hospital because there was severe understaffing at the facility. Plaintiff was concerned that the understaffing put herself and her patients at risk, and she raised this with Interstaff. However, she did not believe that she could leave Interstaff's employment because she feared having to pay the Financial Penalties in her Interstaff contracts.

155. In October 2023, Interstaff's Director of Employee Services, Madison Moore, told Plaintiff that Northwest Hospital had cancelled their contract with Interstaff due to internal issues at Northwest Hospital. Moore told Plaintiff that her final day of work at the facility would be December 9, 2023.

156. Plaintiffs' contracts with Interstaff did not address what would occur upon a client-facility cancellation, and Interstaff provided no clear reassignment plan. Moore eventually contacted Plaintiff only three weeks before her designated end date with Northwest Hospital.

157. Moore told Plaintiff there were no available placements for her in Florida and that Plaintiff accordingly would have to relocate herself and her family to Texas. Moore gave Plaintiff these instructions just months after Plaintiff had enrolled her young children in school in Florida.

158. Because Plaintiff feared having to pay Interstaff the Financial Penalties in its contracts, Plaintiff agreed to interview for a Texas placement. Plaintiff subsequently learned, however, that Interstaff did not have a firm date for her to start working and that it would be, at minimum, more than a month before she started because of holidays, relocation, and required training.

159. Plaintiff was concerned that she would not have enough money to support herself and her family while waiting for Interstaff to be ready to station her at a healthcare facility. When Plaintiff asked if the training would be paid, Moore stated Interstaff would pay for up to ten (10) hours only and nothing beyond that. When Plaintiff asked Moore to be paid for the time that she was not assigned to a hospital, Moore told her that Interstaff could only give her $375 a week, or, at most, $575 a week.

160. Plaintiff eventually told Moore that she could not afford to move her family without a firm start date. Plaintiff explained that, if she was not earning a proper salary, she could not afford any payments for her housing, car, or other expenses.

161. With no confirmed plan for a replacement position forthcoming and only three days remaining before Plaintiff's separation date with Northwest Hospital, Plaintiff notified Interstaff of her resignation on December 6, 2023.

162. Moore emailed Plaintiff on December 13, 2023, and urged her to accept the new assignment. In that same exchange, Moore threatened that if she did not accept the new placement in Texas, Interstaff would "be left with no option but to pursue damages."

163. Moore told Plaintiff that it was their goal "to have [her] cleared to start at the first orientation in the new year, knowing returning to work is of the utmost importance." Moore asked Plaintiff if she would be willing to interview with a new client facility "as soon as possible." Interstaff, however, gave Plaintiff no guarantees about when she would get a new placement, where it would be, and how much she would earn.

164. Despite the lack of any of these assurances, Plaintiff agreed to interview with a new facility. Plaintiff agreed to pursue work at another facility, sight unseen, because she was scared to leave Interstaff and be forced to pay the Financial Penalties.

165. Interstaff provided no date or details for an interview. Interstaff subsequently failed to coordinate a reassignment.

166. At that point, Plaintiff was without any income and without any assurance Interstaff would be able to timely place her in a new position.

167. Under these circumstances, Plaintiff's fear of being unable to immediately provide for herself and her family was dire. Plaintiff determined that she had no choice but to risk Interstaff's imposition of the financial penalties, civil litigation, and immigration consequences in order to put food on her table. On December 24, 2023, Plaintiff provided Interstaff with her resignation by email.

168. Moore responded on December 27, 2023 and told Plaintiff that she was in breach of her agreement with Interstaff and that Interstaff would be taking the next steps in response.

169. On February 16, 2024, Moore contacted Plaintiff by email to demand that Plaintiff pay Interstaff for the damages stemming her alleged breach of contract. Moore alleged that Plaintiff owed Interstaff 1) $75,410 in Agency Damages, 2) $6,811 in advances from Interstaff,

and 3) $800 for a Reassignment Stipend, for a total of $83,021.22. Moore did not send Plaintiff any information about what the Agency Damages consisted of, or how this figure was calculated.

170. In that email, Moore then offered Plaintiff a reduced "Payment Plan Offer," whereby she would repay Interstaff an upfront lump sum of $7,611.22 due by March 28, 2024, and $1,785 a month for fourteen (14) months, for a total of $32,601.22. Moore did not explain how Interstaff calculated this payment plan.

171. On March 8, 2024, Plaintiff requested clarification about Interstaff's calculated damages, including whether they accounted for the $100 deductions made from her paycheck for housing.

172. Moore responded to Plaintiff on March 11, 2024, stating that Interstaff was charging Plaintiff $25,000 in damages on top of the advances she received, and that amount was a "discount" from what she owed under the contract. Moore gave no other information about the basis for Interstaff's claim of $25,000, or more, in damages.

173. The so-called damages Interstaff sought were much more than Plaintiff could afford to pay.

174. On March 29, 2024, Moore emailed Plaintiff and demanded that she must pay some amount of damages, and Moore sent her banking information and an address for Plaintiff to send checks.

175. On April 25, 2024, Moore informed Plaintiff that Interstaff had informed its legal counsel of this issue and that, if Plaintiff did not pay the advances she had received for her rental deposit back by the end of April, Interstaff would "take further action…and that will include interest on the advances plus legal fees to ensure they are paid back." Plaintiff responded the same day, expressing her concern that Interstaff's actions constituted extortion and human trafficking.

176. Moore wrote to Plaintiff on April 26, 2025, noted that Plaintiff did not fully understand the gravity of the situation, and threatened that, if Plaintiff questioned the amount of damages she owed, this would result in "increas[ing] the legal fees you are responsible for and owe [Interstaff]."

177. On June 27, 2024, Moore emailed Plaintiff again and threatened her that it was Interstaff's final attempt to reach an agreement on re-payment before Interstaff "took legal action." Moore informed Plaintiff that if she did not agree to pay, they would "take the next steps to ensure they are collected."

178. Plaintiff responded to Moore on June 27, 2024, protesting that Interstaff had treated her unfairly. Plaintiff wrote that Interstaff's unfair treatment included having her perform over 100 hours of training at home, and that they failed to provide her with any income from the time she arrived in February 2023 until April 2023.

179. In response to Plaintiff correctly identifying that she was not paid for the over 100 hours she spent doing the mandatory trainings for her job, Moore replied: "You were not paid because you were not working, you were completing requirements to get cleared for work – that's no part of the job that's what's required to do your job. As a nurse you should know that no matter what country you are in." Apart from admitting that Plaintiff was required to do the training as part of her job, Interstaff did not address Plaintiff's other complaints.

180. On April 10, 2025, Plaintiff received a formal letter via email from Alexandra Shulman, an attorney representing Interstaff at Buchalter PC, demanding repayment of $36,811.22 on behalf of Interstaff for her alleged breach. Ex. 9.

181. The April 10, 2025 letter falsely provided that Plaintiff had "voluntarily" signed a contract on December 8, 2022, through which she had resigned her position with Interstaff. The

letter also stated that "Interstaff contracted with a designated client healthcare facility to provide your services for the entire term of the Agreement." *Id*. In reality, at the time that Plaintiff resigned, Interstaff's contract had been canceled with Northwest, and Interstaff had not contracted for Plaintiff to provide services to any healthcare facility.

182. The April 10, 2025 letter also stated that Plaintiff owed at least $75,871.32 in damages, which included "4,604 hours x $15/hr = $69,060 in agency damages, plus $6,811.32 in relocation expenses." *Id*. Interstaff's attorney did not indicate on what basis Interstaff claimed or calculated the $69,060 in Agency Damages. The letter also threatened that, "Should Interstaff be forced to file a lawsuit to collect, Interstaff will be entitled to seek its agency damages anywhere in the range of $15-$25/hr, plus its attorneys' fees and costs," threatening Plaintiff with an even higher penalty and civil litigation—as much as $121,911.32. *Id*. The letter then gave Plaintiff the option to pay $36,811.32 to resolve the issue prior to litigation. *Id*.

183. At no point did Interstaff explain the basis of its purported damages.

184. Plaintiff did not respond to Interstaff's repeated attempts to collect on the Financial Penalty in April 2025.

185. In November 2025, Interstaff renewed its collections attempt. Plaintiff received emails from Jayson Brunio, who stated that her damages were now with "Interstaff Collections." Brunio stated that Plaintiff remained liable for the claimed Financial Penalties and that "[r]esponding now will help you avoid additional fees or further action on the account."

CLASS ALLEGATIONS

186. Plaintiff brings this action on behalf of the Nurse Class as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

187. Numerosity: The members of the Nurse Class are so numerous that joinder of all class members is impracticable. Defendant has been recruiting nurses for more than 25 years, with recruiting conducted in more than fifty (50) countries, likely putting the number of nurses recruited in the thousands. These class members can be identified based on Defendant's records.

188. Commonality: Common questions of law and fact exist as to all members of the Nurse Class and predominate over any questions solely affecting individual members, including but not limited to:

a. Whether Defendant obtains labor by using serious harm or threats of serious harm in violation of 18 U.S.C. § 1589(a)(2);

b. Whether Defendant's practice of financial threats and control constitute serious harm or threats of serious harm in violation of 18 U.S.C. § 1589(a)(2);

c. Whether Defendant obtains labor by using a scheme, plan, or pattern intended to cause a person to believe that, if they did not perform such labor or services, that person would suffer serious harm or physical restraint in violation of 18 U.S.C. § 1589(a)(4);

d. Whether Defendant's practice of forcing the Nurse Class to labor at client healthcare facilities constitutes a scheme, plan, or pattern intended to cause Nurses to believe that, if they did not perform such labor or services, they would suffer serious harm or physical restraint in violation of 18 U.S.C. § 1589(a)(4);

e. Whether Defendant knowingly recruits Nurses for forced labor;

f. Whether Defendant knowingly benefits from participation in a venture which obtains labor in violation of the TVPRA while "knowing or in reckless disregard of the fact" that the venture has obtained labor by that means;

g. Whether Defendant knowingly benefits from its violations of the TVPRA;

h. The proper measure of damages;

i. The proper preliminary and permanent injunctive relief that must issue against Defendant; and

j. The proper measure of punitive damages.

189. Typicality: Plaintiff's claims are typical of members of the Nurse Class. For example, Plaintiff, like other putative class members, labored for Interstaff and was subject to common policies and procedures. Further, Defendant treated Plaintiff like it treated other class members, in accordance with its standard policies and practices.

190. Adequacy: Plaintiff will fairly and adequately protect the interests of the Nurse class Plaintiff is committed to the prosecution of this action and has retained counsel that numerous courts have found sufficiently experienced in class actions to be appointed as class counsel. There are no conflicts among Plaintiff and the Nurse Class, which she seeks to represent.

191. Class certification is appropriate under Rule 23(b)(3) of the Federal Rules of Civil Procedure because questions of law and fact common to the Nurse Class predominate over any questions affecting only individual members of the Nurse Class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. The core principles governing Defendant's forced labor program are uniform across the Nurse Class. Class certification will also obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning Defendant's practices. Common questions of law and fact also predominate as to Plaintiff's claim that Defendant attempted to obtain, recruit, and benefit from forced labor in violation of the TVPRA and state law claims. Defendant employed uniform structures, policies, and procedures in its attempt to obtain, recruit, and benefit from forced labor

performed by Plaintiff and the Nurse Class. Moreover, management of this action as a class action will not likely present any difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all class members' claims in a single forum.

192. Plaintiff intends to send notice to all members of the Nurse Class to the extent required by Rule 23(c)(2) of the Federal Rules of Civil Procedure. The names and addresses of the class members are available from Defendant's records and other available sources.

193. This action concerns Interstaff's policies and practices that ensure that all Nurses cannot leave their jobs without fear of serious harm. All members of the Nurse Class seek the same injunctive relief. Accordingly, final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.

COLLECTIVE ACTION ALLEGATIONS

194. Plaintiff brings this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of herself and the FLSA Collective as defined above.

195. Plaintiff desires to pursue her FLSA claim on behalf of all individuals who opt in to this action pursuant to 29 U.S.C. § 216(b).

196. Plaintiffs and the Collective are "similarly situated" as that term is used in 29 U.S.C. § 216(b) because, *inter alia*, all such individuals currently work or have worked pursuant to Interstaff's common business and payroll practices as described herein, and, as a result of such practices, have not been paid overtime compensation due as described herein. Resolution of this action requires inquiry into common facts, including, inter alia, Interstaff's common compensation and payroll practices.

197. These similarly situated employees are known to Interstaff, readily identifiable, and can be easily located through Interstaff's business records.

198. Interstaff employs and has employed many FLSA Collective members throughout the United States. These similarly situated current and former employees may be readily notified of this action through U.S. mail and/or other reasonable means, and allowed to opt in to this action, pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their claims for unpaid wages, liquidated damages, interest, attorney's fees, and costs under the FLSA.

COUNT ONE

Violation of the Trafficking Victims Protection Reauthorization Act (TVPRA) 18 U.S.C. §§ 1589(a) and 1595(a) – Obtaining Trafficked Labor

(On behalf of Plaintiff and the Nurse Class)

199. All previous paragraphs are incorporated as though fully set forth herein.

200. It is a violation of the TVPRA to "knowingly provide[] or obtain[] the labor or services of a person . . . (2) by means of serious harm or threats of serious harm . . . ; (3) by means of the abuse or threatened abuse of law or legal process; or (4) by means of any scheme, plan, or pattern intended to cause the person to believe that, if that person did not perform such labor or services, that person or another person would suffer serious harm . . . ." 18 U.S.C. § 1589(a).

201. The TVPRA defines "serious harm" to include nonphysical harm, "including psychological, financial, or reputational harm, that is sufficiently serious . . . 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." *Id*. § 1589(c)(2).

202. Defendant obtained the labor of Plaintiff and members of the Nurse Class through threats of serious harm and abuse of the legal system, through a scheme to make Plaintiff and members of the Nurse Class believe they would suffer serious financial harm, face collections, or be subject to lawsuits or immigration consequences.

203. Defendant obtained discounted labor from Plaintiff and members of the Nurse Class through serious harm, threats of serious harm, and abuse of the legal system.

204. Defendant refused to pay proper wages to Plaintiff and members of the Nurse Class for their hours worked, required them to sign contracts with unlawful provisions, and threatened them with financial harm, collections, lawsuits, and immigration consequences if they refused to labor with Interstaff.

205. Defendant's use of such means to obtain the labor of Plaintiff and members of the Nurse Class was knowing and intentional.

206. Plaintiff and members of the Nurse Class suffered damages as a result of Defendant's conduct. Those damages include the value of the labor Plaintiff and members of the Nurse Class provided to Defendant, as well as emotional distress and other damages.

207. Plaintiff and members of the Nurse Class are entitled to compensatory and punitive damages and restitution in amounts to be determined at trial, together with preliminary and permanent injunctive relief and reasonable attorneys' fees and the costs of this action.

COUNT TWO

Violation of the Trafficking Victims Protection Reauthorization Act (TVPRA) 18 U.S.C. §§ 1589(b) and 1595(a) – Benefitting from Trafficked Labor

(On Behalf of Plaintiff and the Nurse Class)

208. All previous paragraphs are incorporated as though fully set forth herein.

209. It is a violation of the TVPRA to "knowingly benefit" from participation in a venture which obtains labor in violation of the TVPRA, while "knowing or in reckless disregard of the fact" that the venture has obtained labor through such means. 18 U.S.C. § 1589(b).

210. An individual may bring a civil action against a "perpetrator [] or whoever knowingly benefits, financially or by receiving anything of value from participation in a venture

which that person knew or should have known has engaged in an act in violation" of the TVPRA. 18 U.S.C. § 1595(a).

211. Defendant participated in, directed, and profited from a trafficking venture whose purpose was to secure and retain the labor of internationally recruited nurses through threats of serious financial harm and abuse of legal process, as described above.

212. Defendant knowingly benefited from this venture by: (a) supplying Plaintiff and the Nurse Class to healthcare facilities on terms favorable to Defendant; (b) collecting or attempting to collect large "damages" and penalties when nurses sought to resign or refused reassignment; and (c) extending or attempting to extend nurses' work under fear of immediate personal liability.

213. Defendant knowingly benefited from its participation in the forced labor venture described herein by obtaining discounted labor, with accordingly reduced payroll and tax obligations, allowing Defendant to repurpose funds that would otherwise be used to pay Nurses appropriately.

214. Defendant knew, or at minimum recklessly disregarded, that the venture's retention model relied on coercive mechanisms prohibited by § 1589, including threats of serious financial harm and the threatened abuse of legal and immigration processes, rather than voluntary, market-rate employment.

215. Plaintiff and members of the Nurse Class suffered damages as a result of Defendant's conduct. Those damages include the value of the labor Plaintiff and Class members provided to Defendant, as well as emotional distress and other damages.

216. Plaintiff and members of the Nurse Class are entitled to compensatory and punitive damages and restitution in amounts to be determined at trial, together with preliminary and permanent injunctive relief and reasonable attorneys' fees and the costs of this action.

COUNT THREE

Violation of the Trafficking Victims Protection Reauthorization Act (TVPRA) 18 U.S.C. §§ 1590(a) and 1595(a) – Recruiting, Harboring, and Transporting Trafficked Labor

(On Behalf of Plaintiff and the Nurse Class)

217. All previous paragraphs are incorporated as though fully set forth herein.

218. It is a violation of the TVPRA to "knowingly recruit[], harbor[], transport[] . . . or obtain[] by any means, any person for labor or services in violation of" the TVPRA. 18 U.S.C. § 1590(a).

219. Defendant knowingly recruited, harbored, and transported Plaintiff and members of the Nurse Class in violation of the TVPRA through the means described herein.

220. Plaintiff and members of the Nurse Class suffered damages as a result of Defendant's conduct. Those damages include the value of the labor Plaintiff and members of the Nurse Class provided to Defendant, as well as emotional distress and other damages.

221. Plaintiff and members of the Nurse Class are entitled to compensatory and punitive damages and restitution in amounts to be determined at trial, together with preliminary and permanent injunctive relief and reasonable attorneys' fees and the costs of this action.

COUNT FOUR

Violation of the Trafficking Victims Protection Reauthorization Act (TVPRA) 18 U.S.C. §§ 1594(a) and 1595(a) – Attempted Trafficking

(On Behalf of Plaintiff and the Nurse Class)

222. All previous paragraphs are incorporated as though fully set forth herein.

223. Attempts to violate the TVPRA are themselves violations of the TVPRA. 18 U.S.C. § 1594(a).

224. Defendant attempts to violate 18 U.S.C. §§ 1589 and 1590 by knowingly using its structure, policies, and procedures in an attempt to obtain the labor of Plaintiff and members of the Nurse Class.

225. Plaintiff and members of the Nurse Class suffered damages as a result of Defendant's conduct. Those damages include the value of the labor Plaintiff and Class members provided to Defendant, as well as emotional distress and other damages.

226. Plaintiff and members of the Nurse Class are entitled to compensatory and punitive damages and restitution in amounts to be determined at trial, together with preliminary and permanent injunctive relief and reasonable attorneys' fees and the costs of this action.

COUNT FIVE

Violation of the Federal Labor Standards Act (FLSA)

(On Behalf of Plaintiff and the FLSA Collective)

227. All previous paragraphs are incorporated as though fully set forth herein.

228. The FLSA requires that covered employees be compensated for all hours worked in excess of forty (40) hours per week at a rate not less than one and one-half (1½) times the regular rate at which she is employed. *See* 29 U.S.C. § 207(a)(1) and 29 C.F.R. § 552.100.

229. The FLSA defines "employer" broadly to include "any person acting directly or indirectly in the interest of an employer in relation to an employee…" 29 U.S.C. § 203(d).

230. Interstaff is subject to the wage requirements of the FLSA because Interstaff is an "employer" under 29 U.S.C. § 203(d)

231. At all relevant times, Interstaff was, and continues to be, an "employer" engaged in interstate commerce and/or in the production for commerce within the meaning of the FLSA, 29 U.S.C. § 203 and 29 C.F.R. § 552.100.

232. During all relevant times, the members of the FLSA Collective, including Plaintiff, were covered employees entitled to the above-described FLSA's protections. *See* 289 U.S.C. § 203(e).

233. Plaintiff and the FLSA Collective are not exempt from the requirements of the FLSA per 29 C.F.R.§ 541.3.

234. Plaintiff and the FLSA Collective are entitled to be paid overtime compensation for all hours worked over forty (40) in a workweek.

235. Defendant, pursuant to its policies and practices, has failed and refused to pay overtime wages for all hours worked in excess of forty (40) in a workweek by Plaintiff and the Collective Members during the relevant time period.

236. Defendant has knowingly failed to properly compensate Plaintiff and the Collective Members' overtime wages for hours worked in excess of forty (40) in a workweek, in violation of 29 U.S.C. § 207 and 29 C.F.R. § 552.100

237. The FLSA defines the "regular rate" as including "all remuneration for employment paid to, or on behalf of, the employee[.]" 29 U.S.C. § 207(e).

238. The Supreme Court has held that the term "regular rate" "obviously means the hourly rate actually paid the employee for the normal, non-overtime workweek*." Bay Ridge v. Operating Co. v. Aaron*, 334 U.S. 446, 460 (1948) (quoting *Walling v. Helmerich & Payne, Inc.*, 323 U.S. 37, 40 (1944)). With a few limited exceptions, all remuneration given to an employee

must be included in the employee's regular rate calculation. See 29 U.S.C. § 207(e); 29 C.F.R. § 778.108.

239. Plaintiff and the FLSA Collective receive non-discretionary compensation in addition to their hourly rate of pay, including, *inter alia*, extra shift pay, shift differentials, housing stipends, night differentials, and sign-on bonuses.

240. The additional payments that Interstaff provides are non-discretionary and should be included in Plaintiff's and the FLSA Collective Members' regular rate.

241. The additional payments are paid as part of Plaintiff's and the FLSA Collective's usual wages.

242. The additional payments are promised to Plaintiff and the FLSA Collective in advance.

243. The additional payment amounts are predetermined and based on fixed formulas with defined metrics, causing Plaintiff and the FLSA Collective to form a reasonable and definite expectation that they receive the additional payments, and they did receive the additional payments.

244. Interstaff denies overtime compensation on the additional payment portion of the hourly wages of Plaintiff and the FLSA Collective Members. Interstaff's actions violated and continue to violate the FLSA and its implementing regulations.

245. Interstaff further failed to properly compensate Plaintiffs and the FLSA Collective for all hours worked while doing off-the-clock training that was mandatory, job-related, and while doing productive work.

246. Interstaff fails to create, keep, and preserve accurate records with respect to work performed by Plaintiff and the Collective sufficient to determine their wages, hours, and other

conditions of employment in violation of the FLSA, 29 U.S.C.A. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c).

247. In violating the FLSA, Interstaff has acted willfully and with reckless disregard of clearly applicable FLSA provisions.

248. Pursuant to 29 U.S.C. § 216(b), employers such as Interstaff, who fail to pay employee wages in conformance with the FLSA shall be liable to the employee for unpaid wages, liquidated damages, court costs and attorneys' fees incurred in recovering the unpaid wages.

COUNT SIX

Declaratory Judgment

(On Behalf of Plaintiff and the Nurse Class)

249. All previous paragraphs are incorporated as though fully set forth herein.

250. Plaintiff and the Nurse Class seek a declaratory judgment that Defendant's liquidated damages clause is per se illegal under Texas Law.

251. Under Texas law, in order to enforce a liquidated damage clause, the court must find: (1) that the harm caused by the breach is incapable or difficult of estimation, and (2) that the amount of liquidated damages called for is a reasonable forecast of just compensation." *Cf.* TEX.BUS.COM.CODE § 2.718(a); *see also Phillips v. Phillips,* 820 S.W.2d 785, 788 (Tex. 1991).

252. Defendant requires Nurses to sign a contract that includes a liquidated damage provision. Interstaff's Minimum Actual Damages provision states that upon breach, Nurses "agree to immediately reimburse Interstaff [the Minimum Actual Damages] upon its demand."

253. Defendant's Minimum Actual Damages provision is per se illegal because: 1) Defendant can, and does, easily estimate the amount of actual damages incurred by breach of contract, and 2) the Minimum Actual Damages provision is an unreasonable amount given that it

can be well over a year's take home pay for the Nurse Class, depending on how long they worked, and is disproportionate to Defendant's actual damages.

254. So long as Defendant enforces the Minimum Actual Damages provision, whose terms are illegal and unenforceable under Texas law, Plaintiff and the Nurse Class will continue to suffer economic injury that constitutes serious financial harm. Plaintiff therefore respectfully request that this Court declare that Defendant's liquidated damages provision is illegal, unenforceable, and void, and requests such further and other relief as it deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks the following relief on behalf of herself and the Class Members:

a. Determining that this action may proceed as a class action under Fed . R. Civ. P. 23(b)(2)-(3);

b. Designating Plaintiff as representative for the Nurse Class and Collective, and designating Plaintiff's counsel as counsel for the Nurse Class and Collective;

c. Issuing proper notice to the Nurse Class Collective at Defendant's expense;

d. Leave to add additional plaintiff and/or state law claims by motion or any other method approved by the Court;

e. Declaring Defendant committed violations of the TVPRA;

f. Preliminary and permanent injunctive relief requiring Defendant to cease violations of the TVPRA and prohibiting violations in the future;

g. Awarding damages as provided by the TVPRA, including punitive damages;

h. An order permitting this litigation to proceed as an FLSA collective action pursuant to 29 U.S.C. § 216(b);

i. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to all potential Collective Members;

j. Back pay damages (including overtime compensations) and prejudgment interest to the fullest extent permitted under the law;

k. Liquidated damages to the fullest extent permitted under the law;

l. Declaratory judgment that the Minimal Actual Damages provision is illegal, unenforceable, and void;

m. Litigation costs, expenses, and attorneys' fees to the fullest extent permitted under the law; and

n. Such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiff hereby demand a trial by jury of all issues so triable pursuant to Fed. R. Civ. P. 38.

Dated: December 12, 2025

Respectfully submitted,

s/ Mariyam Hussain
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**pro hac vice forthcoming*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

LILIAN AWINO NYAWARA, individually and on behalf of all persons similarly situated,

(b) County of Residence of First Listed Plaintiff Johnson, Texas
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Mariyam Hussain, BERGER MONTAGUE PC
110 N. Wacker Drive, Ste. 2500, Chicago, IL 60606
(773) 666-4316

DEFENDANTS

INTERSTAFF INC.,

County of Residence of First Listed Defendant Fort Bend, Texas
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☒ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
Trafficking Victims Protection Reauthorization Act, 18 U.S.C. § 1589, et seq., the Fair Labor Standards Act of 1983, 29 U.S.C. §§201, et seq

Brief description of cause:
Plaintiff alleges labor trafficking and failure to pay proper wages.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 12/12/2025

SIGNATURE OF ATTORNEY OF RECORD s/ Mariyam Hussain

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. Origin. Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Exhibit 1

CONSENT TO JOIN and Authorization to Represent

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

1. I consent and agree to pursue my claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* ("FLSA") arising out of my work with Interstaff Inc. and/or related entities and individuals ("Interstaff Inc.").

2. I worked for Interstaff Inc. from on or about 2/23 (month, year) to on or about 12/23 (month, year). During this time, I worked for Interstaff Inc. in the following state(s): Florida.

3. I understand that this lawsuit is brought under the FLSA. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action.

4. I hereby designate Berger Montague PC, at 1818 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103 and the Law Offices of Magen E. Kellam, P.A., 808 Wiggins Pass Road, Suite 204, Naples, FL 34110 ("Plaintiff's Counsel"), to represent me for all purposes in this action or any subsequent action against Interstaff Inc.

5. I also designate the named Plaintiff in this action, the collective action representative, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiff's Counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature: Signed by: [redacted]

Date: 11/24/2025

Name: Lilian Awino Nyawara

Address: [redacted]

Telephone: [redacted]

E-Mail: [redacted]

COMPLETE AND RETURN TO:

BERGER MONTAGUE PC

1818 Market Street, Suite 3600

Philadelphia, PA 19103

Tel: (215) 875-3033

Fax: (215) 875-4604

Email: sklipa@bm.net

Exhibit 2

inter staff

REGISTERED NURSE SERVICE AGREEMENT

REGISTERED NURSE SERVICE AGREEMENT

This Agreement is made effective this 09 day of FRIDAY 20 21 by and between **Interstaff Inc.,** a Texas corporation located at 16107 Kensington Drive #140, Sugar Land, Texas 77479 ("**Interstaff**") and LILIAN NYAWARA ("**You**").

Whereas:

(a) **You** desire employment in the United States as a Licensed Registered Nurse;

(b) **Interstaff** is in the business of providing Licensed Registered Nurse services to designated client healthcare facilities in the United States;

(c) **Interstaff** works in partnership with client healthcare facilities to recruit Nurses for employment by **Interstaff** in designated client healthcare facilities;

(d) **Interstaff** agrees to provide **You** with necessary assistance to facilitate registration, employment and immigration requirements for **You** to enter and work in the United States as a Licensed Registered Nurse and, once approved, **You** agree to undertake employment with **Interstaff** for the purposes of providing Registered Nurse services to designated client healthcare facilities.

Now therefore, in consideration of the mutual representations, covenants, and agreements herein contained, and on the terms and subject to the conditions herein set forth, **You** and **Interstaff** agree as follows:

Agreement

1.1 **Interstaff** agrees to help **You** obtain employment as a Licensed Registered Nurse in the United States by marketing credentials to designated client healthcare facilities, co-ordinating and facilitating possible placements with client healthcare facilities, co-ordinating and assisting **You** to comply with United States Nurse Registration

requirements and coordinating and assisting in securing an Immigrant Visa for **You** to enter and work in the United States.

1.2 **You** hereby agree with **Interstaff** that **You**:

(a) Are a graduate of an approved school of nursing;

(b) Have taken and passed the relevant National Nursing Board Exam in **Your** home country;

(c) Are currently registered with the relevant nurse registration/licensing body and are practicing as a Registered Nurse in **Your** country of residence;

(d) Will not contract with or obtain or benefit from the services of any other employment agent or agency, for the duration of this Agreement;

(e) Will not seek employment at another facility or employer site without first consulting with **Interstaff**;

(f) Will work with **Interstaff** to supply and process all necessary documentation (and fees if required) in an efficient and timely manner in order to obtain full and unrestricted United States Registered Nurse License and Immigrant Visa;

(g) Will complete and pass the NCLEX and any necessary English language proficiency exams within nine (9) months of signing this Agreement;

(h) For the purposes of sitting the NCLEX exam, **You** will fully comply with the conditions of **Your** Visitor's Visa (if necessary) by traveling to the designated United States test center solely for the purpose of sitting the exam and **You** undertake to return to **Your** country of residence following the exam, to continue the immigration and nurse registration process. **You** understand that **Your** failure to do this will result in **Interstaff** reporting **You** to the United States Embassy and the automatic termination of this Agreement;

(i) Will maintain and continue to develop high standards of clinical practice during the whole period that **You** are waiting to deploy to the United States. In order to do this **You** must work continuously as a staff nurse (except for periods of annual leave and NCLEX study leave). **You** acknowledge and

Nurse Initials LAN.....

understand that **Your** failure to do so may result in **Interstaff** terminating this Agreement with **You**;

(j) **You** agree and accept that current registration with the relevant nursing registration/licensing board in **Your** country of residence, satisfactory completion of reference checks, obtaining and maintaining a full unrestricted license to practice nursing in the United States, obtaining approval for a United States Immigrant Visa, meeting health screen requirements and obtaining approval for placement in an **Interstaff** designated client healthcare facility are all conditions precedent to employment with **Interstaff**.

Effective Employment Date

2. In the first instance **You** agree and understand that this Agreement will not give rise to a contract of employment between **You** and **Interstaff**. The employment relationship between **You** and **Interstaff** will commence on the first day that **You** attend work in the designated client health care facility in the United States and clauses 3-6 will become effective on that date ("the Employment Agreement").

Term of Employment Agreement

3. **You** agree and accept that the Employment Agreement between **You** and **Interstaff** requires **You** to provide nursing services for a 3 year period. The term of the Employment Agreement will be determined by the term on the Agreement between **Interstaff** and the client healthcare facility. Three year term requires a minimum of 6240 productive hours over a minimum term of 36 months from the date that **You** first attend work at a designated client healthcare facility. **You** understand and agree that **Interstaff** has contracted with a designated client healthcare facility to provide **Your** services for the entire term of the Agreement, that **Interstaff** is entitled to receive **Your** services as a Licensed Registered Nurse for the entire term of this Agreement and that failure to provide **Your** services in accordance with this provision may result in breach of contract giving rise to a claim by **Interstaff** for liquidated damages as outlined in clause 7. For the avoidance of any doubt **You** acknowledge that the term of this Agreement may extend beyond 36 months if **You** do not complete the minimum 6240 productive hours within that timeframe. **You** further acknowledge and agree that **You** may not have any choice in the shifts that **You** work at the designated client healthcare facility as this will depend on the needs of the facility at the time that **You** arrive in the United States.

Duties

4. During the term of the Employment Agreement (and afterwards where relevant) **You** agree and undertake to –

   (a) Diligently perform such duties as are customarily required of United States Licensed Registered Nurses and as are consistent with **Your** position and to abide at all times to relevant laws, rules, regulations and policies, including those established by **Interstaff** or the designated client health care facility in which **You** are working;

   (b) Maintain a valid United States Registered Nurse License for the State or States in which **You** are practicing;

   (c) Notify **Interstaff** immediately of any medical condition or any change in **Your** state of health which could impact on **Your** ability to perform **Your** duties for **Interstaff** or the designated client health care facility;

(d) Not at any time divulge to any person, nor use for **Your** own or any other person's benefit, any confidential information relating to **Interstaff** or the designated client healthcare facility or its employees, patients, business affairs, transactions, finances or similar;

(e) To seek the written permission of **Interstaff** to undertake secondary employment, and where this permission is granted, to ensure that **You** continue to fulfil all **Your** conditions of employment with **Interstaff** including the requirement to work the agreed number of hours per week and that **You** give **Your** employment with **Interstaff** priority in arranging **Your** work schedule.

Compensation and Benefits

5.1 For the services rendered by **You** in **Your** capacity as United States Licensed Registered Nurse, **Interstaff** agrees to pay **You** based on a blended hourly rate ranging from US$ 26-30 per hour for all hours worked up to forty (40) hours per week, dependent on the designated client healthcare facility where **You** are placed. **Your** actual base hourly rate and term of assignment will be confirmed in writing prior to **Your** deployment to the United States. **Your** base hourly rate may be increased during the 3 year term.

5.2 For hours worked in excess of forty (40) in any given week, **Interstaff** will pay **You** overtime as outlined in clause 5.4 (a). **You** must obtain written approval to undertake overtime from **Your** Supervisor at the designated client health care facility.

5.3 Payroll is on a biweekly basis. All compensation payable to **You** under this Agreement shall be subject to the customary Federal and State withholding taxes and other employment taxes as may be required by State and Federal laws.

5.4 **Interstaff** maintains an employee benefit program and **You** shall be entitled to receive relevant benefits as outlined in the Employee Policy and Procedure Manual which may be modified by **Interstaff** from time to time. Benefits include:

(a) Overtime Pay: Where **You** work in excess of 40 hours in any one week, **You** will be paid overtime at the rate of 150% of

	the base hourly rate. Exception if client requires a 2 week billing cycle. In this case, overtime will be hours worked in excess of 80 hours.
(b) Holiday Pay:	For hours worked on recognized holidays, **You** will be paid at the rate of 150% of the base hourly rate.
(c) Worker's Compensation:	Covered by **Interstaff**.
(d) Professional Liability:	Covered by **Interstaff**.
(e) Paid Leave:	**You** are entitled to 80 hours paid leave for each year of employment with **Interstaff**, none of which can be taken in the first 90 days of employment. All paid leave must be taken prior to 45 days before the end of this Agreement. Untaken leave will not be paid out. For any reason, should **You** not complete the required hours of this Agreement, all paid leave hours that have been paid out will be deducted from the last pay check.
(f) Relocation Expenses:	**Interstaff** will arrange and pay for **Your** air travel to the United States at the time that **You** deploy.
(g) Housing Expenses:	**Interstaff** will arrange and pay for thirty (30) days housing upon **Your** arrival in the United States.
(h) Reimbursement:	**Interstaff** will provide **You** with $750.00 USD upon arrival in the United States to help cover expenses occurred throughout the process to become an eligible employee for Interstaff.

5.5. **You** acknowledge and understand that, as a result of the time that it will take for **You** to complete the testing and immigration requirements necessary to work in the United States, it is impossible for **Interstaff** to incorporate all the material terms of **Your** employment into this Agreement. **You** understand that the final terms of **Your** employment will provided in a revised employment contract which **You** agree to sign shortly before **You** deploy to the United States. The revised Employment Agreement will show **Your** hourly rate of pay.

Termination

6. **Interstaff** may at any time during the term of this Agreement, in its sole discretion, terminate **Your** employment with **Interstaff** for "Cause". For the purposes of this Agreement, the following shall constitute "Cause": (1) **Your** material breach of this Agreement or any relevant policy of **Interstaff** or designated client healthcare facility; (2) **Interstaff**'s material default in performing its obligations under contracts with other persons or business entities, including designated client healthcare facilities, if directly caused by **You**; (3) **Your** inability to perform **Your** duties under this Agreement (with or without reasonable accommodation) because of illness, physical or mental disability, or other incapacity which continues for an uninterrupted period in excess of 6 weeks; (4) if **You** are convicted of committing a felony crime or any crime involving moral turpitude; (5) alcohol abuse or illegal drug use by **You**; (6) wilful misconduct by **You**; (7) failure by **You** to devote **Your** regular working time and best efforts to the business of **Interstaff** and designated client healthcare facility; or (8) such other actions as may be to the material detriment of **Interstaff**.

Liquidation Damages for Breach of this Agreement

7. If **You** breach this Agreement or are unable to undertake employment with, or continue to work for **Interstaff** for any reason not approved by **Interstaff** prior to the completion of **your** obligations under this Agreement, **You** hereby acknowledge that **you** have no right of compensation for any used or unused sick leave, personal time off, or similar such windfall days or events that otherwise may result in unearned remuneration. **You** understand and acknowledge that **Interstaff** will expend significant money and considerable

Nurse Initials LAN.....

resources in the furtherance of this Agreement, and in preparing **you** for placement in the workforce in the United States, benefits, reimbursements and expenses paid to **you** prior to, at and after **Your** arrival, housing and relocation and housing costs paid to **You** or on **Your** behalf, and that Interstaff will suffer substantial damage as a result of **Your** failure to comply with **Your** contractual obligations pursuant to this Agreement.

You further acknowledge, confess, consent and understand that precise damages for any such breach of the Agreement would be difficult or impossible to calculate. Accordingly, **You** agree to pay Interstaff US$25,000 as liquidated damages for such breach of this Agreement through **Your** non-performance and failure to provide **Your** services to the designated client healthcare facility. In addition to liquidated damages, **You** agree to pay Interstaff all other actual and consequential damages, together with reasonable Attorney's fees, caused by **Your** breach of this Agreement.

Assignment

8. **You** may not assign, transfer or sub-contract or purport to assign, transfer or sub-contract **Your** rights or obligations under this Agreement without the prior written consent of **Interstaff**. **Interstaff** reserves the right to assign, transfer or sub-contract any or all of its rights or obligations arising under this Agreement. Except as otherwise expressly provided herein, nothing expressed or implied herein is intended to or should be construed to give another person, other than the parties hereto, any right or remedy hereunder or by reason hereof.

Force Majeure

9.1 Neither party nor any of its staff, agents or sub-contractors shall be under any liability to the other for non-performance, part performance, defective performance or delayed performance of any obligation under this Agreement where such failure has been occasioned by an Act of God, outbreak of hostilities, insurrection, riot, civil disturbance, acts of terrorism, actions or regulations of any Government, fire, fog, bad weather, flood, accident, power failure, strike, lock out and trade dispute whether affecting that party, its sub-contractors or suppliers or directly caused by or resulting from any event or circumstance beyond the control of the party.

Nurse Initials LAN.....

9.2 Each party to this Agreement hereby agrees to notify the other in writing immediately upon the occurrence of an event of Force Majeure setting out details of the circumstances giving rise to the event.

Construction, Interpretation and Law

10.1 This Agreement constitutes the entire understanding between the parties relating to the subject matter of the Agreement and save as may be expressly referred to herein, supersedes any and all other agreements, representations or negotiations either oral or in writing, between the Parties, except in respect of any fraudulent misrepresentation made by either party. This Agreement may not be amended, altered or modified in any way without the prior written agreement of **Interstaff**. **Interstaff** reserves the right to amend or vary any aspect of this Agreement in accordance with changes in the law, or designated client healthcare facility or **Interstaff** policy.

10.2 The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

10.3 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

10.4 The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

10.5 If any action at law or in equity is brought to enforce or interpret the terms of this Agreement, and if **Interstaff** recovers judgment in any sum or obtains an injunction or equitable relief of any kind against **You**, **Interstaff** shall recover its reasonable attorney's fees, costs and necessary disbursements from **You** in addition to any other relief to which it may be entitled.

10.6 The headings used in this Agreement are for administrative purposes only and do not constitute substantive matters to be considered in construing the terms of this Agreement.

10.7 Unless the contrary intention appears, words importing the masculine gender shall include the feminine and vice versa and words in the singular shall include the plural and vice versa.

10.8 This Agreement shall in all respects be construed according to the laws of the State of Texas.

Schedule of Fees and Expectations prior to NCLEX

11.1 **You** agree to the following terms as it relates to the payment of fees by You and Interstaff

If you wish to qualify for the NCLEX travel reimbursement, you will pay for the CGFNS CES Report ($365 USD) within **90 days** of signing your agreement. Otherwise, the **final deadline** is due within **180 days** or risk your candidacy being withdrawn.
Your State Board Fee will be paid by Interstaff on your behalf **IF**:

- *Within 8 Weeks* from CES paid date, you turn in tracking numbers for necessary CES verifications.
- *Within 4 Weeks* after verifications, **You** complete the State Board Application and Finger Print cards given to you by your Processing Officer. (They will be counted as complete once your Processing Officer has tracking numbers).

Failure to adhere to the above timeline will mean you are responsible for paying the state board fee. You must adhere to ALL timelines in order to be eligible for NCLEX Travel assistance (up to $750 USD).

Interstaff will set up and pay for you to go through an NCLEX review. You must keep up with the expectations sent in the review email and if you are ready after two months, **Interstaff** will expedite your CES if possible, to make for the fastest processing.

If you are deemed as "ready to test" by Interstaff during or near the end of the three-month review **Interstaff will pay:**

- Your NCLEX Registration fee
- Up to $750 USD toward travel and lodging to take the NCLEX.*
  **to be reimbursed AFTER taking the NCLEX exam.*
  **nurses with previous failed NCLEX attempts do not qualify for the NCLEX travel reimbursement.*
  **nurses who live in the same city/country where an NCLEX testing cite is located do not qualify for the reimbursement.*

If you are *not ready* after 3 months **You** are responsible for extending a subscription of UWorld or other review within weeks of your review expiring. If you do this and are deemed ready after the additional time, **Interstaff** will pay the $350 NCLEX registration fee and $0 travel and lodging. **You** will be responsible for travel and lodging for the exam.

If you are still not ready after the additional time of review, you will be responsible for processing yourself until NCLEX is passed.

OR

You may take the NCLEX at your own expense.

Signed for and on behalf of the Parties:

YOU		**INTERSTAFF**
Signed:	LILIAN AWINO NYAWARA	Signed:
Name:	LILIAN NYAWARA	Name:
Date:	04/09/2021	Date:

Exhibit 3

EB3 Visa Program Contract: Frequently Asked Questions

We answered some of the most frequently asked questions below to help with your decision-making process. Please read the article in its entirety. If you have questions that aren't listed, please email them to recruiting@interstaffinc.com!

Please note: **Interstaff's contract terms are non-negotiable.**

Signing the Agreement

What's the benefit of signing with an agency?

Working with an agency guarantees a completed USRN process and guidance from start to finish, and we guarantee employment in the US. The USRN process involves many steps and financial responsibility, and we are here to help ease that burden.

How long do I have to sign the agreement?

We give you **30 days** to review the agreement and sign it. After your contract has expired, if it has been expired for more than 60 days, you will need to conduct another interview with our clinical team to ensure your employment situation has not changed since we first offered the agreement.

How do I sign the agreement?

You should have already received an email from "contracts@interstaffinc.com," with the subject line "Interstaff U.S. RN Agreement."

1. You'll see a blue button that says "***View Document***" toward the end of the email.
2. Click the button, and a new tab will open with a prompt saying, "***Get Started***."
3. Click the Get Started button, and then let the orange button in the top left corner that says "**Start**" guide you through signing the agreement.
4. When you finish signing, press "**Done**" in the top right corner, and your contract will automatically be submitted.

   You do **not** need to submit a separate PDF copy.

Understanding the Agreement

What is the length of the agreement?

You will work with Interstaff for 6240 hours, which roughly equates to 3 years, and you will work at the same hospital for the duration of the agreement. This timeframe will provide you with steady work experience and a competitive advantage, since employers look for more stable sources of employment. There will **NOT** be a contract extension once you've completed your required hours. Once the agreement term has ended, you will have your Green Card, and can stay at your hospital or move to another state in the United States and work at another hospital—no limitations.

All nurses must complete 6,240 hours to fulfill their contract.
This amount of hours roughly equates to 36 months, however once you complete 6240 hours, your term is complete. If you reach 36 months but have not completed 6,240 hours, you will still be under contract until you meet the required hours. However, if you complete 6,240 hours before 36 months, your employment term is complete. Nurses must meet the required hours alone to fulfill their contract.

Orientation, Overtime, Callback, and Holiday hours will count towards the contractual 6,240 hours.

The contract period starts on your first day of orientation — NOT the day that you arrive in the US.

If a nurse must transfer to another facility during their agreement, their time does NOT start over. If they served one year at a previous facility, they would serve the remaining two at the new facility (NOT another three years).

Can I shorten the contract length in any way?

The contract terms are non-negotiable. There aren't any circumstances that would result in a contract agreement with fewer contract hours. Furthermore, passing the NCLEX before signing with Interstaff will NOT shorten the contract length. As previously explained, every nurse who signs an agreement must complete the required hours.

What happens after the agreement ends?

Once you complete your agreement term, you will no longer be an Interstaff employee. You can choose to stay at your hospital or move to another state in the United States and work at another hospital—no limitations. If you decide to stay at the hospital where we placed you, you will become the hospital's employee, and your pay and benefits will come from the hospital.

Can you please explain the breach of contract fee?

Breaking the contract is a severe issue. If a nurse breaches their agreement, they are responsible for the damages associated with their breach of the contract. Interstaff makes a significant financial investment in their journey, therefore the consequences for breaching are significant.

Interstaff works very hard to honor our commitment to each nurse through the contract, and we expect the same in return. Breaking the contract creates negative consequences for many groups outside the nurse, **including partner facilities and future international nurses wanting to work in the States.** Each nurse who comes to work in the United States has been able to thanks to the thousands of international nurses who came before them and honored their contracts. We expect all nurses to continue to commit to Interstaff, partner hospitals, and future international nurses.

There is NOT an option for buy-outs. Nurses must fulfill their contractual duties, or Interstaff will impose the Breach of Contract Fee.

Remaining eligible during the agreement:

We ask that you **do not change jobs** or your current nursing area during the 22-28 months of processing. The hospitals we partner with look for two years of continuous experience in your current position. **If you need to change for some reason, we ask that you talk with us first to ensure the change will not jeopardize your eligibility for our program.** During processing, it's also vital that you remain in communication with your processing officer and check your email at least once a week.

Fees & Offerings

How much will my process be, and how much am I expected to pay?

We do NOT charge you any processing fees, and we do NOT require you to pay back anything we cover for your processing costs. The total cost of your fees depends on whether you have dependents and how many (their immigration fees), where you travel to take the NCLEX (flight & travel costs), and your country's embassy medical fee. **Please note that**

NOT all fees are due immediately; the costs are spread throughout the process, so you will have time to budget and save money.

We sent an extensive list outlining the EB3 Visa fees for your US RN journey, listing the amounts and due dates for each item. Please check your email for the “EB-3 List of Fees” document that has this information.

Will you pay my dependents' fees?

Interstaff does not cover dependents' fees. Nurses are responsible for all dependent fees.

What if I sign the agreement but can't meet the financial requirements?

We are happy to place your file on hold until you have gathered the required funds.

It is better to begin the process while you are prepared financially, so that you do not face any unplanned delays or obstacles along the way. If you cannot pay a fee that Interstaff doesn't cover, we will place your process on hold until you are financially ready to proceed.

Please note that our financial offerings are final, and there is not an option for negotiation.
Additionally, we do not offer payroll deductions for dependent visa fees.

Do I need to pay back a percentage to Interstaff when I start work in the U.S.? Does Interstaff charge payroll deductions to pay for my fees?

You will **NOT** owe Interstaff any money for helping you through the immigration and hiring processes. US hospitals are short-staffed, and we help ease their burden by employing nurses in their facilities. The

hospitals pay Interstaff a fee for our services, which is how we can provide these services for you.

Will I be reimbursed if I already started the process on my own and paid for fees, including CES Report, fingerprint, and NCLEX registration?

Interstaff does **NOT** offer reimbursements for fees accrued **before** signing with our agency.

Steps During the Process

Can you give me an overview of the process?

Of course; you can view our step-by-step process timeline **here**.

How long will the entire USRN (immigration) process take?

There are many steps to complete, including the State Board application process, NCLEX review, testing for the NCLEX, the Embassy interview process, and more. Not to mention, other delays that may be caused by local or global events. Various agencies are involved in the USRN process, so the timeframe is approximately 22-36 months. We work to move you through this process as efficiently as possible, and thank you in advance for staying within our timeline guidelines.

How long will the process take if I have passed the NCLEX?

Nurses who have passed both the NCLEX and IELTS experience a processing timeframe of 18-24 months. However, if you have not taken the IELTS, then the timeframe would then depend on how long it takes you to pass that exam.

What is the first step after signing the agreement?

The first step is to start the CGFNS CES Report (if you have not completed it already). After you sign the agreement, your assigned Processing Officer will provide full instructions on completing this process.

Please note that you cannot proceed with any portion of the process until your CES Report payment has been made. You are more than welcome to **wait** to sign your agreement once you gather your funds for the CES payment. If you decide to take this route, we ask you to email recruiting@interstaffinc.com to notify us of your decision.

What is the CES Report?

The Credentials Evaluation Service (CES) Academic Report provides a detailed analysis of all nursing education received outside the United States. Here is a summary of the process and the documents that are needed:

1. License validation form - nurse submits this form to their licensing authority, who completes it and mails it directly to CGFNS.
2. Transcript validation form - nurse submits this form to their school, completing it and mailing it directly to CGFNS.
3. Secondary Diploma - nurse submits this to their Interstaff Processing Officer, who submits it to CGFNS.

Once all documents are received, the CGFNS will give you "tracking numbers." These numbers allow us to monitor the status of your CES Report application. The CGFNS will review your application and notify us when your CES report is complete. The process is approximately 12-18 weeks from receipt of all required documents.

Can you help me if I have already started the CGFNS application process?

We are equipped to handle active CES Report applications. The documents from your school and nursing council will be your responsibility to process. Once we receive the notification from you that your documents have been forwarded to CGFNS, Interstaff will apply for your CES report request after receiving your CES payment.
Your Processing Officer will guide you on the necessary steps to proceed once you sign the agreement.

Will there be an NCLEX review?

Yes, we offer a free, three-month NCLEX review for all nurses via UWorld. The review is fully online with modules and tutorials, so internet access is required to complete it. Once you are ready for this step, your Processing Officer will prompt you to create an online account to access your virtual materials.

Interstaff is dedicated to helping our nurses pass the exam. We currently have an 81% pass rate for nurses who take the exam on the first try.

When will the NCLEX review begin?

The NCLEX review will begin as soon as CGFNS issues the CES report, approximately 4-6 months into the process. State board approval to sit the exam can only happen after receiving the CES report. We don't want you to finish the review before receiving State Board approval. It is better to take the NCLEX right after your review instead of a big lapse between NCLEX testing and completion of the review.

How long after I sign the agreement can I expect to take the NCLEX?

Nurses can expect to take the NCLEX approximately **9-12 months after signing** the agreement.

When and where will I take the NCLEX?

The NCLEX is taken after you complete the CES Report process and are deemed "ready to test" after completing your three-month NCLEX review.

At the end of the review, we'll determine if you're ready to sit for the exam based on your review scores. If you're ready to sit for the exam, your Processing Officer will prompt you to register with Pearson Vue. After registration, Pearson will email your ATT ("Authorization to Test"). Then, you can schedule your test date at a testing center near you. There are testing centers in South Africa, the Philippines, India, Turkey, the UK, Kenya, and more. You can use **this link** to find the nearest testing center. Due to proximity and the cost of travel, **ONLY** Jamaican and Puerto Rican nurses will take the NCLEX in the US.

If you are not ready to test, you'll have to undergo another review at your own cost. You may choose UWorld again, or a different source.

Who will pay the visitor visa fee, accommodation, and airfare? Can you explain the NCLEX travel reimbursement?

Interstaff will cover travel expenses for the nurse to take their NCLEX, if the nurse must travel out of their own country to take the exam. If we are not able to pay for the item upfront, the nurse will initially cover the travel expenses and Interstaff will reimburse up to USD $750 total for the trip. International travel coverage includes transportation (flight + taxis) and hotel accommodation. If needed, we will write a letter to the consulate on your behalf to obtain a visitor's visa.

Do I have to pay for the IELTS? When do I have to take the exam, and what score do I need?

Almost all international nurses must take the IELTS and pay the fee for the exam. The IELTS exam fee will vary by country; you may use the **IELTS Exam Locator** to find an estimated price for your exam. Since the IELTS score is only valid for two years, we encourage nurses to take the

exam after they've passed the NCLEX, unless you are enrolled in our English Language Program. Our team will notify you if you are exempt from taking the IELTS due to your country of origin and/or nursing education program.

We require the IELTS Academic Module with a speaking score of 7 and an overall band score of 6.5. We also accept UKVI.

You can use **this link** to find the nearest IELTS testing center.

Can I replace the IELTS with TOEFL, PTE or OET?

The CGFNS accepts PTE, OET, TOEFL iBT, and other exams for Visascreen. However, some US State Boards of Nursing may *not* accept the additional options as an approved English exam, and we may not be able to use your scores for the license endorsement process. **Therefore, we will continue to require nurses in our program to take the IELTS.**

If you have already passed an alternative English exam, we will try to use that first English exam score as far as it can go. This may mean we can use that score for the first couple steps of your processing journey, but that you will still need to take the IELTS later on. Please note that this may not be possible, and you may have to take the IELTS earlier in your process to avoid delays.

Can I bring my family with me? Will you cover their fees?

Interstaff will handle your family's immigration process, and they will be awarded a Green Card. You can bring your lawfully wedded spouse and/or any unmarried children under the age of 21 with you, and they can relocate to the US alongside you. We cover all of your own immigration-related fees, but you will be responsible for your family's fees. We sent the list of associated fees within your offer email.

Parents and caregivers do **NOT** count as dependents on your file. If you have other family members who'd like to relocate to the U.S., they must undergo their own immigration process.

Can I travel to the US if I'm pregnant?

Pregnant nurses must give birth **before** relocating to the US. Nurses may relocate to the U.S. once they feel comfortable relocating with their infant and are ready to resume work full-time.

How do you decide placements, and may I choose where I am placed?

We ask our nurses for their top three placement preferences (states) once they complete the I-140 stage. We use that information and your current specialty and skillset to see what matches our client hospitals' job openings.

We do not guarantee placement locations because we cannot assure that a specific job opening will be available when you're ready to relocate. So, we may consider a nurse's preference, but it will not be guaranteed.
For example, if you're an Medical/Surgical nurse and your top three choices are Texas, Louisiana, Kansas, but there is only an opening for M/S in Louisiana, you'll most likely be placed in Louisiana because that is what matches your experience and the hospital's needs. You may be placed in a state that is not on your list of preferences, but rest assured our team is taking *many* details into consideration when making this decision, using firsthand experience and information that you may not have to support their choice.

We have placed nurses in states like Texas, Louisiana, Kansas, Arizona, Florida, Georgia, North Dakota, Tennessee, and Virginia in the past. This list is subject to change as our hospital partnerships evolve.

Will I be placed in a nursing home or a hospital?

We place all of our nurses in hospitals. We do **NOT** place nurses in nursing homes, long-term care facilities, or any other facility that is not a tertiary hospital facility.

I am required to inform my place of employment in advance that I am resigning. Will my processing officer help me decide how soon I should resign?

Yes, once your Visa is approved, your Processing Officer will help you decide when to give a resignation notice to your current employer. If you are obligated to your current employer for a certain period of time, we will also help you manage the timeline of your transition to fulfill your obligations to both your employer and Interstaff.

Pay, Benefits, Etc.

Can you tell me exactly how much I'll get paid?

Our pay rate range of **US $30 or higher** reflects the starting salary of a United States Registered Nurse. We cannot specify your exact pay rate before placing you with a hospital, because each state has a different cost of living, and we want to take this into account to make sure you are set up for success in your new city. Therefore, we will notify you of your final hourly rate once a hospital interviews and hires you. The placement process typically occurs 3-5 months before you arrive in the US.

Please note that your degree, certifications, NCLEX status, or experience in your home country cannot change or increase your salary.

Will I pay taxes? Is the salary range before or after tax?

All salary earned in the United States is subject to taxes. Our pay rate range is pre-tax number, and you will learn what your "take-home" pay

will be once you conduct calculations based on local tax regulations. Read our blog post on the **Cost of Living** to learn more about this!

How many days and hours will I work in a week?

This will depend on your hospital and how they create your schedule. The hospital will create your work schedule based on staffing needs. Most nurses will work three days a week for 12 hours a day, 4 days a week for 10 hours a day or 5 days a week for 8 hours a day. Nurses will also have opportunities to pick up shifts to meet 40 hours a week and gain overtime pay.

What does overtime mean?

For every hour worked **over** 40 hours in one week, you will get paid at a rate of 150% (time and a half). For example, if you are normally paid $30 per hour, with overtime, you will be paid $45 an hour for the number of hours you worked over 40 in a week (half of 30 is 15, so 30+15=45).

Do you offer insurance/medical coverage for my family and me? What about 401(k)?

Yes, nurses can enroll in a health insurance program. These benefits are available for the nurse and their family, and the fees are deducted from the nurse's paycheck every month. Interstaff provides and covers the cost of your professional liability and workers' compensation insurance.

We do not currently have a 401(k) benefit plan. We encourage our nurses to focus on making their transition to the US as smooth as possible, and collecting funds at the beginning of this journey to give them more liquidity in this season of change. If you are interested in a retirement plan, our team is ready to help answer questions about opening an account outside of Interstaff.

How much paid leave do I get? What if I need more time?

Nurses receive 80 hours of PAID time off (PTO) each year. This means that you receive approximately 10 days (2 weeks) of paid leave per year,

depending on how you schedule this time. Furthermore, any unused PTO will roll over to the following year. For example, if you have 12 unused PTO hours in 2023, you will have 92 PTO hours in 2024.

If nurses do not have enough PTO hours to cover their vacation/trip, they may ask their hospital for more time off, but this will **not** be paid.

Do you offer maternity leave?

The amount of time taken off from work should be agreed upon with the hospital and your manager. Most facilities allow 6-12 weeks, but we've seen other situations based on circumstances. So essentially, with maternity leave, we will help the nurse work with the hospital to plan for time away from work. You can also use as much PTO as you have saved up for paid time off.

Am I allowed to work a second job during my three years with Interstaff?

Nurses must receive approval from Interstaff before getting a second job. We prioritize getting you settled into your new role before you begin looking for outside opportunities.

Additionally, it is more beneficial for nurses to work extra shifts (overtime) at their hospital versus working a second job. This is because nurses who work overtime can progress towards completing their contract hours faster, achieve the hours benchmarks where raises are rewarded sooner, receive overtime pay (150% per hour), *and* enjoy the benefits of professional growth under the leadership of your new facility.

In the case of unforeseen circumstances like death or critical illness, do I still have to pay the damages listed in the contract?

If a nurse passes away, we will **not** hold their surviving family members to the damages they owe. If the Interstaff nurse passes away, that is **not** considered a breach of contract.

If a nurse becomes critically ill, Interstaff will assess each situation uniquely, looking intentionally at the nurse's health situation, family dynamics, and how it impacts their work. If their health journey prevents them from working, we will work with that nurse very specifically about next steps.

Relocating to the U.S.

What relocation accommodations do you offer?

Our Relocation Experience equals or surpasses the value of USD $4700. This includes:

- Your flight to the U.S.
- A $1000 USD stipend once you arrive in the U.S.
- We cover your first full month's rent payment. (if you move mid-month, we will cover the following complete month)
- We purchase essential furniture for your apartment (queen-sized bed, dining room set, sofa)
- We pay for all your occupational health and/or licensing fees required to start working.
- We also pay for your meals, needed hotel lodging, or anything else while we're with you during your relocation week.
- Each nurse receives an "Interstaff goodie bag" with an Interstaff backpack and an Interstaff Tumblr.

What does the transition to the United States look like?

Before you arrive, our Employee Services team will help you choose an apartment or home close to your hospital, and in a safe area. Interstaff will then cover the cost of your flight to the US, and **we will be there at the airport to greet you the moment you arrive!** A Relocation Team Lead will be with you that week to help you move you into your new home, purchase some essentials for your home and family, and acclimate to your surroundings. We will pay for your first month's rent and provide basic furniture (bed, couch, dining room table). Additionally, we will show you around your new city, the grocery store,

schools, and the hospital. We will help you set up basic services such as a bank account and cell phone service, and we'll also take you through all of your Occupational Health requirements needed to begin working. You'll also receive a $1000 USD relocation reimbursement upon arrival to ease this transition.

Will there be an orientation period at my job? If so, how long?

Yes, all nurses undergo a **paid** orientation period. The exact duration of this orientation period will depend on the hospital, but it is generally a 6-10 week process. If a nurse is not ready to leave orientation at that point, most facilities will work with them to provide extra training to get them ready.

Can my family accompany me to the US, or do they have to come later? What does their immigration process look like?

Your spouse and any unmarried children under the age of 21 may come alongside you to the US.

Your family can also join you at a later time, however, **you would be responsible for contacting the consulate to complete your family's immigration processing.** This means that if you add your family to your petition (while we process your documents and paperwork) and have them "following to join," you can bring them at a later time. You would then need to contact the consulate yourself to have their embassy interview scheduled.

Will you assist my spouse with employment?

Once your client/location is chosen, your spouse can search online to find job opportunities in the area. We are eager to help by providing resources to aid in your spouse's job search. Please note that Interstaff does not directly employ spouses (unless they are also an Interstaff nurse), and we cannot ensure that our assistance will guarantee employment for your spouse. However, we are happy to assist with the process.

Will my children be able to attend school?

Yes, your child(ren) will be eligible to attend school since they are a US permanent resident. Additionally, public schools are tuition-free in the US. Once your location is chosen, a Relocation Team member will contact you with information about your new area. There might be a list of the schools in your area, and sometimes you can choose whichever option is best for you and your family. More often than not, your home address will dictate which US public school your child will attend, as they tend to "zone" public schools by home addresses to make the commute easier.

How expensive is it to live in the United States?

Each city in the United States has a different "Cost of Living." This means that some cities are more expensive than others. The base salary for all Interstaff nurses ($30+ per hour) is designed for cities where this salary gives each nurse ample opportunity to afford their living expenses and to place money into their savings.

We explore this topic in depth in **this video,** and **this blog post!** We highly recommend watching and reading these resources to learn more.

Do you assist with car loans/purchasing a vehicle?

We do not offer financial assistance for purchasing a vehicle. However, we do help facilitate the process of buying a car. We have two great contacts who help our nurses buy cars, and if you start early enough, you can have your vehicle ready for you once you deploy to the US. Please contact us if you are interested in this.

Also, please note that the apartments we get for our nurses are very close to your hospital, so you will not have to travel far to work. Depending on the city, your job may be within walking distance from home or no more than 10 minutes away. Public transportation may also be an option.

What are the avenues for career development and skills improvement?

Much of your skills development will happen at your hospital. Your first year of learning US nursing will be a career development experience. Furthermore, depending on your specialty and ability to pick up new nursing skills in the US, other opportunities may become available through the hospital.

We are also always available to help explain more about US culture, and tips and strategies that can lead to success working with American teammates. Please feel free to contact us if you'd like to learn more.

Does Interstaff sponsor nurses who want to further their studies?

Nurses are more than welcome to further their studies independently, and we suggest waiting until after you feel more settled in your new home. Many of our nurses pursue an online Bachelor of Science (BSN), or a Masters degree. Though we do not offer financial sponsorship for education, we do have a partnership with Grand Canyon University for tuition discounts and access to various degree programs. Nurses may search online for grants and financial aid opportunities to pay for school.

If you have any other questions, please email recruiting@interstaffinc.com!

We look forward to working with you.

- The Interstaff Team

Exhibit 4

Hourly increase rate

Decision Maker: Interstaff inc

The Issue

A REQUEST FOR A BETTER WORKING CONDITION AMONG INTERSTAFF NURSES IN THE UNITED STATES
We the Undersigned nurses do hereby Write to notify the management of our request for the upward review of our work conditions and contract hours. We are Constrained to make this request not out of ingratitude to the management but in response to the prevalent economic downturn heralded by the COVID-19 pandemic and the economic situation in the country at present. We are financially responsible for both our nuclear family as well as our extended family back in our respective countries. The recession in the country is biting hard and affecting our living conditions. At the present wage per hour, we net a little above $ 3,636 at the end of the month while our basic expenses which comprises; Rent, Car insurance, Health insurance, day care for under school age kids, power, internet, water, feeding, fuel/gas, clothing, feeding etc. amounts to about $3,000 or more as our monthly expenses, leaving a balance of about $600 or less which practically leaves us without nothing. This amount isn't enough to take care of other extended family responsibilities not to talk of savings for eventualities, and any family emergency. We humbly appeal to your kind heart to grant our request for a pay raise and a review of our contract terms and conditions in the following terms.
A $10 or more raise on our present hourly wage wef February 2022. Our counterparts in other agencies especially those working with us in the same hospital and same units have all got a pay raise up to $36.7 per hour while we are still backwards earning $26 per hour without bonuses and extra as the case maybe . Most hospitals have increased the pay of their staff with incentives and bonuses, giving night and weekends differentials, extra hour bonuses. We may not go as far as looking into all happening around us, we only want to make our working condition a little comfortable while we do our best to complete our contract as signed. The COVID-19 impact on hospitals and the increase in the number of nurses taking up traveling assignments leaving the contract nurses and a few permanent staff thereby increasing the workload for us resulting to burn out. Most hospitals have raised their hourly pay including other mouth watery bonuses just to make their permanent staff stay, now what is INTERSTAFF doing to make us stay happy while completing our contract of so many years? It's an outcry to see that nurses are earning $26 per hour without any extras for extra efforts put in managing patients in this pandemic and living in a pitiful state in this day and hard times, barely making ends meet. Most of us have littles ones at home who are constantly exposed and yet no renumerations.

hospitals and the increase in the number of nurses taking up traveling assignments leaving the contract nurses and a few permanent staff thereby increasing the workload for us resulting to burn out. Most hospitals have raised their hourly pay including other mouth watery bonuses just to make their permanent staff stay, now what is INTERSTAFF doing to make us stay happy while completing our contract of so many years? It's an outcry to see that nurses are earning $26 per hour without any extras for extra efforts put in managing patients in this pandemic and living in a pitiful state in this day and hard times, barely making ends meet. Most of us have littles ones at home who are constantly exposed and yet no renumerations.

A downward review of our expected work hours from 6240 hours down to about 5000 hours or below with a flexible schedule for completion. With the above hours in the average, nurses complete at least 36 hours or 40 hours in a week. A nurse who has worked throughout the year without call outs, sick leave, holidays or even maternity leave will have to work 48 weeks amounting to 5,184 hours after 3 years, for a 40-hour nurse total of 5,760 hours will be covered. The question is do we have anyone who has worked round the year without eventualities? The answer is "NO", this therefore means that one will put in 3 years plus 6 months or there about trying to complete a contract that has not even paid for your basic amenities. Interstaff Inc. can do better! We want an agency we can recommend for people behind us and be happy we did. Downward review of contract hours and allowing over time count towards the finishing is what we ask for. " Pleasure in the job puts perfection and dedication to work" we are still valued professionals asking for a better working condition.

This is following a discussion some of the nurses had with the president and the employee director during the Christmas dinner in Aiken SC. Many of interstaff nurses are burdened, it took courage to speak up and we are speaking for everyone who could not, as well as many international nurses who have the dream to practice nursing in America and help in reducing the enormous shortage of nurses in the United States. Some take the drastic measure of bridging their contract when times become so hard. We do not want it to get to that stage because we believe that any successful business will experience a rough operation when involved in a public scandal, we only want the best for everyone, better treatment for nurses working for Interstaff is not out of place to ask. We would wait for your positive feedback, thanks.

Yours Sincerely

Interstaff contact RN
Petition Starter

Exhibit 5

Immigration Acknowledgement

I LILIAN AWINO NYAWARA acknowledge that my I140 petition will now be filed by Interstaff. I further acknowledge that I am aware of the policies below and any breech of these policies will result in either delay of my processing or withdrawal of my petition. My initial by each policy confirms that I am aware and understand what is expected of me.

LAN I will remain in the same hospital and unit/ward for the remainder of my processing.

LAN I will not apply or move to another country & will prioritize my contract with Interstaff.

LAN I understand I cannot be deployed if pregnant. My deployment will be placed on hold until I have given birth.

LAN I am aware that I could be placed anywhere in the United States. I am open to all states and will not turn down client interviews.

LAN I understand that in some cases it may be necessary to retake my IELTS exam should **the state I'm endorsing to requires it.**

LAN Once my visa is issued, I will not deploy on my own without notifying Employee Services.

LAN Once my visa is issued, I will not resign until I have discussed it with Employee Services.

LAN I acknowledge that my contract term is for 3 years AND 6,240 hours. Both must be satisfied, not whichever comes first.

inter•staff

Registered Nurse Employment Agreement

This Agreement is made effective this 1ST day of DECEMBER 2021, by and between **Interstaff** Inc., a Texas corporation located at 16107 Kensington #140, Sugar Land, Texas 77479 ("**Interstaff**") and LILIAN AWINO NYAWARA "**You**").

Whereas:

(a) **You** desire employment in the United States as a Licensed Registered Nurse;

(b) **Interstaff** is in the business of providing Licensed Registered Nurse services to designated client healthcare facilities in the United States;

(c) **Interstaff** works in partnership with client healthcare facilities to recruit Nurses for employment by **Interstaff** in designated client healthcare facilities;

(d) Subject to **Your** meeting all Registered Nurse licensing, US immigration and **Interstaff** pre-employment conditions, **Interstaff** agrees to offer you employment as Registered Nurse in accordance with the terms of this Agreement

Now therefore, in consideration of the mutual representations, covenants, and agreements herein contained, and on the terms and subject to the conditions herein set forth, **You** and **Interstaff** agree as follows:

Conditions Precedent

1.1 **You** agree and accept that-

(a) **You** will maintain an active nursing license in YOUR current country;

(b) **You** have minimum 2 year diploma in Nursing;

(c) **You** must submit criminal background checks requested by National Visa Center following USCIS approval;

(d) **You** must obtain vaccinations/TB testing as well as pass drug screen during your embassy medical after USCIS approval;

(e) **You** will obtain any CPR/BLS/ACLS certifications prior to commencing work. These certifications can be obtained after deployment if your country does not provide them.

1.2 **You** acknowledge and agree that **You** may not have any choice in the shifts that **You** work at the designated client healthcare facility during the first year of **Your** employment as this will depend on the needs of the facility at the time that **You** arrive in the United States.

Duties

2. **You** agree and undertake to –

(a) Diligently perform such duties as are customarily required of United States Licensed Registered Nurses and as are consistent with **Your** position and to abide at all times to relevant laws, rules, regulations and policies, including those established by **Interstaff** or the designated client health care facility in which **You** are working;

(b) Maintain a valid United States Registered Nurse Licence for the State or States in which **You** are practicing;

(c) Notify **Interstaff** immediately of any medical condition or any change in **Your** state of health which could impact on **Your** ability to perform **Your** duties for **Interstaff** or the designated client health care facility;

(d) Not at any time divulge to any person, nor use for **Your** own or any other person's benefit, any confidential information relating to **Interstaff** or the designated client healthcare facility or its employees, patients, business affairs, transactions, finances or similar;

(e) To seek the written permission of **Interstaff** to undertake secondary employment, and where this permission is granted, to ensure that **You** continue to fulfil all **Your** conditions of employment with **Interstaff** and that you give **Your** employment with **Interstaff** priority in arranging **Your** work schedule.

Compensation and Benefits

3.1 For the services rendered by **You** in **Your** capacity as United States Licensed Registered Nurse, **Interstaff** agrees to pay **You** a salary based on a base hourly rate ranging from US$26.00-$30.00 per hour for all hours worked up to forty (40) hours per week, dependent on the designated client healthcare facility where you are placed. **Your** actual base hourly rate will be confirmed in writing prior to **Your** deployment to the United States. **You** may also be entitled to receive additional increases where the designated client healthcare facility in which you are working increases its rates.

3.2 For hours worked in excess of forty (40) in any given week, **Interstaff** will pay **You** overtime as outlined in clause 3.4 (a). **You** must obtain written approval to undertake overtime from **Your** Supervisor at the designated client health care facility.

3.3 Salary will be paid to **You** on a biweekly basis by **Interstaff**. All compensation payable to **You** under this Agreement shall be subject to the customary Federal and State withholding taxes and other employment taxes as may be required by State and Federal laws.

3.4 **Interstaff** maintains an employee benefit program and **You** shall be entitled to receive relevant benefits as outlined in the Employee Policy and Procedure Manual which may be modified by **Interstaff** from time to time. Benefits include:

(a) Overtime Pay:	Where you work in excess of 40 hours in any one week, **You** will be paid overtime at the rate of 150% of the base hourly rate. Exception if client requires a 2 week billing cycle. In this case, overtime will be hours worked in excess of 80 hours.
(b) Holiday Pay:	For hours worked on recognized holidays, **You** will be paid at the rate of 150% of the base hourly rate
(c) Worker's Compensation:	Covered by **Interstaff**.
(d) Professional Liability:	Covered by **Interstaff**.
(e) Paid Leave:	**You** are entitled to 80 hours paid leave for each year of employment with **Interstaff**, none of which can be taken in the first 120 days of employment. All paid leave must be taken

prior to 45 days before the end of this Agreement. Untaken leave will not be paid out. For any reason, should **You** not complete the required hours of this Agreement, all paid leave hours that have been paid out will be deducted from the last pay check.

(f) Relocation Expenses: **Interstaff** will arrange and pay for **Your** air travel to the United States at the time that **You** deploy.

(g) Housing Expenses: **Interstaff** will arrange and pay for thirty (30) days housing upon **Your** arrival in the United States.

(h) Expense Reimbursement: **You** will be paid $750.00 upon deployment to the United States to offset relocation and any testing fees incurred during the process leading up to deployment. There will be no other reimbursements post deployment.

Termination

4. **Interstaff** may at any time during the term of this Agreement, in its sole discretion, terminate **Your** employment with **Interstaff** for "Cause". For the purposes of this Agreement, the following shall constitute "Cause": (1) **Your** material breach of this Agreement or any relevant policy of **Interstaff** or designated client healthcare facility; (2) **Interstaff**'s material default in performing its obligations under contracts with other persons or business entities, including designated client healthcare facilities, if directly caused by **You**; (3) **Your** inability to perform **Your** duties under this Agreement (with or without reasonable accommodation) because of illness, physical or mental disability, or other incapacity which continues for an uninterrupted period in excess of 6 weeks; (4) if **You** are convicted of committing a felony crime or any crime involving moral turpitude; (5) alcohol abuse or illegal drug use by **You**; (6) wilful misconduct by **You**; (7) failure by **You** to devote **Your** regular working time and best efforts to the business of **Interstaff** and designated client healthcare facility; or (8) such other actions as may be to the material detriment of **Interstaff**.

Liquidated Damages

5. If **You** terminate this Agreement or are unable to undertake employment with, or continue to work for **Interstaff** for any reason not acceptable to **Interstaff** prior to the completion of this Agreement, **You** will relinquish all rights in respect of compensation for used and unused leave or similar. In addition, **You** agree

and understand that **Interstaff** will expend money and resources in the furtherance of this Agreement and will suffer substantial damage as a result of **Your** failure to comply with **Your** obligations arising under this Agreement and that, considering that precise damages are difficult to calculate, **You** agree to pay **Interstaff** US$25,000 upfront and in full for liquidated damages for non-performance which includes expenditure associated with preparing **You** for entry to the United States, benefits and reimbursements paid to **You** at the time of arrival, housing and relocation costs paid by **Interstaff** on **Your** behalf and loss of profit caused by **Interstaff** being unable to fulfil its contract to provide **Your** services to the designated client healthcare facility. In addition to liquidated damages, **You** agree to pay **Interstaff** any other consequential damages and reasonable Attorney's fees, due to **Your** breach of contract.

Assignment

6. **You** may not assign, transfer or sub-contract or purport to assign, transfer or sub-contract **Your** rights or obligations under this Agreement without the prior written consent of **Interstaff**. **Interstaff** reserves the right to assign, transfer or sub-contract any or all of its rights or obligations arising under this Agreement. Except as otherwise expressly provided herein, nothing expressed or implied herein is intended to or should be construed to give another person, other than the parties hereto, any right or remedy hereunder or by reason hereof.

Force Majeure

7.1 Neither party nor any of its staff, agents or sub-contractors shall be under any liability to the other for non-performance, part performance, defective performance or delayed performance of any obligation under this Agreement where such failure has been occasioned by an Act of God, outbreak of hostilities, insurrection, riot, civil disturbance, acts of terrorism, actions or regulations of any Government, fire, fog, bad weather, flood, accident, power failure, strike, lock out and trade dispute whether affecting that party, its sub-contractors or suppliers or directly caused by or resulting from any event or circumstance beyond the control of the party.

7.2 Each party to this Agreement hereby agrees to notify the other in writing immediately upon the occurrence of an event of Force Majeure setting out details of the circumstances giving rise to the event.

Construction, Interpretation and Law

8.1 This Agreement constitutes the entire understanding between the parties relating to the subject matter of the Agreement and save as may be expressly referred to herein, supersedes any and all other agreements, representations or negotiations either oral or in writing, between the Parties, except in respect of any fraudulent misrepresentation made by either party. This Agreement may

not be amended, altered or modified in any way without the prior written agreement of **Interstaff**. **Interstaff** reserves the right to amend or vary any aspect of this Agreement in accordance with changes in the law, or designated client healthcare facility or **Interstaff** policy.

8.2 The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

9.3 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

9.4 The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

9.5 If any action at law or in equity is brought to enforce or interpret the terms of this Agreement, and if **Interstaff** recovers judgment in any sum or obtains an injunction or equitable relief of any kind against **You**, **Interstaff** shall recover its reasonable attorney's fees, costs and necessary disbursements from **You** in addition to any other relief to which it may be entitled.

9.6 The headings used in this Agreement are for administrative purposes only and do not constitute substantive matters to be considered in construing the terms of this Agreement.

9.7 Unless the contrary intention appears, words importing the masculine gender shall include the feminine and vice versa and words in the singular shall include the plural and vice versa.

9.8 This Agreement shall in all respects be construed according to the laws of the State of Texas.

Signed for and on behalf of the Parties:

YOU	INTERSTAFF
Signed: LAN	Signed:
Name: LILIAN AWINO NYAWARA	Name:
Date: Dec 01 2021 04:32 CST	Date:

Exhibit 6

inter•staff

Registered Nurse Employment Agreement

This Agreement is made effective this of 8th of December, 2022 by and between Interstaff Inc., a Texas corporation located at 16107 Kensington #140, Sugar Land, Texas 77479 ("**Interstaff**") and Lilian Awino Nyawara ("**You**").

Whereas:

(a) You desire employment in the United States as a Licensed Registered Nurse;

(b) Interstaff is in the business of providing Licensed Registered Nurse services to designated client healthcare facilities in the United States;

(c) Interstaff works in partnership with client healthcare facilities to recruit Nurses for employment by Interstaff in designated client healthcare facilities;

(d) Subject to Your meeting all Registered Nurse licensing, US immigration and Interstaff pre-employment conditions, Interstaff agrees to offer You employment as Registered Nurse in accordance with the terms of this Agreement.

Now therefore, in consideration of the mutual representations, covenants, and agreements herein contained, and on the terms and subject to the conditions herein set forth, You and Interstaff agree as follows:

Term of Employment Agreement

1. You agree and accept that the Employment Agreement between You and Interstaff requires You to provide nursing services for a minimum of 6240 productive hours over a term of 36 months from the date that You first attend work at a designated client healthcare facility in the United States (the "**Term**"). You understand and agree that Interstaff has contracted with a designated client healthcare facility to provide Your services for the entire term of the Agreement, that Interstaff is entitled to receive Your services as a Licensed Registered Nurse for the entire Term of this Agreement, and that failure to provide Your services in accordance with this provision may result in breach of contract giving rise to a claim by Interstaff for damages as outlined in clause 6. For the avoidance of any doubt, You acknowledge that the Term of this Agreement may extend beyond 36 months if You do not complete the minimum 6240 productive hours within that timeframe. You further acknowledge and agree that You may not have any choice in the shifts that You work at the designated client healthcare facility during the first year of Your employment as this will depend on the needs of the facility at the time that You arrive in the United States.

Duties

2. During the Term of the Employment Agreement (and afterwards where relevant) You agree and undertake to –

   (a) Diligently perform such duties as are customarily required of United States Licensed Registered Nurses and as are consistent with Your position and to abide at all times to relevant laws, rules, regulations and policies, including those established by Interstaff or the designated client health care facility in which You are working;

   (b) Maintain a valid United States Registered Nurse License for the State or States in which You are practicing;

   (c) Notify Interstaff immediately of any medical condition or any change in Your state of health which could impact on Your ability to perform Your duties for Interstaff or the designated client health care facility;

   (d) Not at any time divulge to any person, nor use for Your own or any other person's benefit, any confidential information relating to Interstaff or the designated client healthcare facility or its employees, patients, business affairs, transactions, finances or similar;

   (e) To seek the written permission of Interstaff to undertake secondary employment, and where this permission is granted, to ensure that You continue to fulfil all Your conditions of employment with Interstaff including the requirement to work the agreed number of hours per week and that You give Your employment with Interstaff priority in arranging Your work schedule.

Compensation and Benefits

3.1 For the services rendered by You in Your capacity as United States Licensed Registered Nurse, Interstaff agrees to pay You a salary based on a blended hourly rate ranging from US$22.00 - 39.00 per hour for all hours worked up to forty (40) hours per week, dependent on the designated client healthcare facility where You are placed. Your actual hourly rate will be confirmed in writing prior to Your deployment to the United States. You may also be entitled to receive additional increases where the designated client healthcare facility in which You are working increases its rates.

3.2 For hours worked in excess of forty (40) in any given week, Interstaff will pay You overtime in accordance with applicable federal, state, and local law. You must obtain written approval to undertake overtime from Your Supervisor at the designated client health care facility.

3.3 Your salary will be paid to You on a biweekly basis. All compensation payable to You under this Agreement shall be subject to the customary federal and state withholding taxes and other employment taxes as may be required by state, federal, and local laws.

3.4 Interstaff maintains an employee benefit program and You shall be entitled to receive relevant benefits as outlined in the Employee Policy and Procedure Manual which may be modified by Interstaff from time to time. Benefits include, but are not limited to:

(a) **Holiday Pay**: For hours worked on recognized holidays, You will be paid at the rate of 150% of the base hourly rate. Recognized Interstaff holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(b) **Worker's Compensation**: Covered by Interstaff.

(c) **Professional Liability**: Covered by Interstaff.

(d) **Paid Leave**: You are entitled to 80 hours paid leave for each year of employment with Interstaff, in accordance with Interstaff policy and applicable state, federal, and local law.

(e) **Relocation Expenses**: Interstaff will arrange and pay for Your air travel to the United States at the time that You deploy.

(f) **Housing Expenses**: Interstaff will arrange and pay for thirty (30) days housing upon Your arrival in the United States.

(g) **Expense Reimbursement**: You will be paid $750.00 upon deployment to the United States to offset relocation and any testing fees incurred during the process leading up to deployment. There will be no other reimbursements post deployment.

Conditions Precedent

4.1 You agree and accept that current registration with the relevant nursing registration/ licensing board in Your country of residence, satisfactory completion of reference checks, obtaining and maintaining a full unrestricted license to practice nursing in the United States, obtaining approval for a United States immigrant visa, meeting health screen requirements and obtaining approval for placement in an Interstaff designated client healthcare facility are all conditions precedent to employment with Interstaff;

4.2 You acknowledge and understand that, as a result of the time that it will take for You to complete the testing and immigration requirements necessary to work in the United States, it is impossible for Interstaff to incorporate all the material terms of Your employment into this Agreement. You understand that the final terms of Your employment will be provided in a revised employment contract which You agree to sign shortly before You deploy to the United States. For the avoidance of any doubt, the revised employment contract will contain Your final hourly rate of pay.

Termination for Cause

5. Interstaff may at any time during the term of this Agreement and without prior notice, in its sole discretion, terminate Your employment with Interstaff for "**Cause**". For the purposes of this Agreement, the following shall constitute "Cause": (1) Your material breach of this Agreement or any relevant policy of Interstaff or designated client health care facility; (2) Interstaff's material default in performing its obligations under contracts with other persons or business entities, including designated client healthcare facilities, if directly caused by You; (3) Your inability to perform Your duties under this Agreement (with or without reasonable accommodation) because of illness, physical or mental disability, or other incapacity which continues for an uninterrupted period in excess of 6 weeks; (4) if

You are convicted of committing a felony crime or any crime involving moral turpitude; (5) alcohol abuse or illegal drug use by You; (6) willful misconduct by You; (7) failure by You to devote Your regular working time and best efforts to the business of Interstaff and designated client healthcare facility; or (8) such other actions as may be to the material detriment of Interstaff. In the event of termination for Cause pursuant to this clause 5, Interstaff shall be released from any and all further obligations under this Agreement, except for base salary owing to You through the date of termination. You shall not be entitled to any other compensation of any kind.

Damages

6. You understand and acknowledge that Interstaff will expend significant time, money and resources in the furtherance of this Agreement, and in preparing You for placement in the workforce in the United States, including but not limited to benefits, reimbursements and expenses paid to You prior to, at and after Your arrival, as well as housing and relocation costs paid to You or on Your behalf. You further acknowledge that Interstaff will suffer substantial damage as a result of Your failure to comply with Your contractual obligations pursuant to this Agreement. If You voluntarily leave your employment with Interstaff without the written consent of Interstaff or are terminated for Cause prior to the expiration of the Term, you agree to immediately reimburse Interstaff upon its demand for the following damages:

   - **"Relocation Expenses"** which are actual costs and expenses of the relocation costs and expenses incurred by Interstaff on Your behalf
   - **"Agency Damages"** (6240 - total hours worked) x $15-25 = **"agency damages"**, which are actual costs and expenses of Interstaff's damages as a result of Your breach.

   You acknowledge, confess, consent and understand that Interstaff's damages may vary per client and Relocation Expenses and agency damages are actual costs and expenses related to Interstaff's minimum actual damages (**"Minimum Actual Damages"**). Accordingly, You agree to pay Interstaff the Minimum Actual Damages to compensate Interstaff for Interstaff's damages for such breach of this Agreement through Your non-performance and failure to provide Your services to the designated client healthcare facility. The parties intend that the Minimum Actual Damages constitute compensation, and not a penalty. Your payment of the Minimum Actual Damages is Your sole liability and entire obligation and Interstaff's exclusive remedy in the event you voluntarily leave your employment with Interstaff or are terminated for Cause prior to the expiration of the Term.

Assignment

7. You may not assign, transfer or sub-contract or purport to assign, transfer or subcontract Your rights or obligations under this Agreement without the prior written consent of Interstaff. Interstaff reserves the right to assign, transfer or sub-contract any or all of its rights or obligations arising under this Agreement. Except as otherwise expressly provided herein, nothing expressed or implied herein is intended to or should be construed to give another person, other than the parties hereto, any right or remedy hereunder or by reason hereof.

Force Majeure

8.1 Neither party nor any of its staff, agents or sub-contractors shall be under any liability to the other for non-performance, part performance, defective performance or delayed performance of any obligation under this Agreement where such failure has been occasioned by an Act of God, outbreak of hostilities, insurrection, riot, civil disturbance, acts of terrorism, actions or regulations of any Government, fire, fog, bad weather, flood, accident, power failure, strike, lock out and trade dispute whether affecting that party, its sub-contractors or suppliers or directly caused by or resulting from any event or circumstance beyond the control of the party.

8.2 Each party to this Agreement hereby agrees to notify the other in writing immediately upon the occurrence of an event of Force Majeure setting out details of the circumstances giving rise to the event.

Construction, Interpretation and Law

9.1 **Jury Waiver.** YOU AND INTERSTAFF WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN YOU AND INTERSTAFF, INCLUDING BUT NOT LIMITED TO ANY ACTION OR PROCEEDING ARISING OUT OF, UNDER, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER OF ANY OF ITS PROVISIONS. YOU AND INTERSTAFF UNDERSTAND THAT ANY CLAIM BETWEEN YOU AND INTERSTAFF WILL BE DECIDED BY A JUDGE RATHER THAN A JURY AS A RESULT OF THIS AGREEMENT.

9.2 This Agreement constitutes the entire understanding between the parties relating to the subject matter of the Agreement and save as may be expressly referred to herein, supersedes any and all other agreements, representations or negotiations either oral or in writing, between the Parties, except in respect of any fraudulent misrepresentation made by either party. This Agreement may not be amended, altered or modified in any way without the prior written agreement of Interstaff. Interstaff reserves the right to amend or vary any aspect of this Agreement in accordance with changes in the law, or designated client healthcare facility or Interstaff policy.

9.3 The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

9.4 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

9.5 All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise. Despite the previous sentence, the parties intend that Interstaff's right to the Minimum Actual Damages, as

described in clause 6, is Interstaff's exclusive remedy in the event you voluntarily leave your employment with Interstaff or are terminated for Cause prior to the expiration of the Term.

9.6 In the event of any suit, action or arbitration, or other proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to its attorney fees, costs, and out-of-pocket expenses, at trial and on appeal.

9.7 The headings used in this Agreement are for administrative purposes only and do not constitute substantive matters to be considered in construing the terms of this Agreement.

9.8 Unless the contrary intention appears, words importing the masculine gender shall include the feminine and vice versa and words in the singular shall include the plural and vice versa.

9.9 This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive jurisdiction for any action to interpret or enforce this Agreement shall be the State of Texas.

Signed for and on behalf of the Parties:

YOU	**INTERSTAFF INC.**
Signed: _____	Signed:
Name: LILIAN AWINO NYAWARA	Name: Madison Moore
Date: 12/8/2022	Date:

State of Texas
County of Fort Bend

Before me, a notary public, on this day personally appeared Madison Moore known to me to be the person whose name is subscribed to the foregoing document and, being by me the first duly sworn, declared that the statements there in contained are true and correct.

Given under my hand and seal of office this _____day of _____, ____.

_____
Notary Public Signature

Exhibit 7

inter staff
NURSING WITH passion

Embassy Interview Acknowledgement

I Lilian Nyawara acknowledge that I am aware of the policies below and any breach of these policies or failure to disclose requested information will result in either delay of my processing or cancelling of my embassy Interview. My initials next to each policy confirm that I am aware and understand what is expected of me.

L A N I understand I cannot be deployed if pregnant. My deployment will be placed on hold until I have given birth.

L A N I understand that in some cases it may be necessary to retake my IELTS exam should it be required by the state of endorsement.

L A N Once my visa is issued, I will not book any airfare to the United States until given permission by Employee Services. I will NOT deploy myself without informing Interstaff.

L A N Once my visa is issued, I will not resign from my current employer until it has been confirmed with Employee Services that I may do so.

L A N I re-acknowledge that my contract term is for 3 years AND 6,240 hours. Both must be satisfied to fulfill my contract (not whichever comes first).

L A N As the employer sponsoring my visa, I understand that Interstaff must always remain the employment priority for my family, and relocation due to a spouse employment or education opportunity will not be considered.

L A N I do not have any pre-existing physical or mental health conditions that will hinder me from commencing work with Interstaff upon arrival in the US. If applicable, I have disclosed such conditions to Interstaff prior to my embassy interview.

L A N I have disclosed to Interstaff any family member disabilities or unique family factors that may impact my deployment or work availability.

L A N I have disclosed any issues to Interstaff that may prevent me from being able to successfully complete and honor my contract prior to my embassy interview.

L A N I understand that should I deploy and not commence work or attempt to change any of the conditions I have agreed to in this agreement or other contracts, I will be committing visa fraud, will be reported to the Department of Homeland Security, and will be responsible for damages per the embassy contract.

LILIAN AWINO NYAWARA

Nurse Signature _____ Date 12/08/2022

Exhibit 8

On 9 Dec 2022, at 15:44, maria@interstaffinc.com wrote:

Hi Lilian,

Kindly send me a copy of your Embassy Contract with your initials and signature.

Best Regards,

MARIA TERESA ABU
Processing Officer

---- On 2022-12-07T23:34:09+08:00**<Maria Teresa >** wrote ----

EMBASSY INTERVIEW SCHEDULED

Your embassy interview has been scheduled for Jan 5, 2023

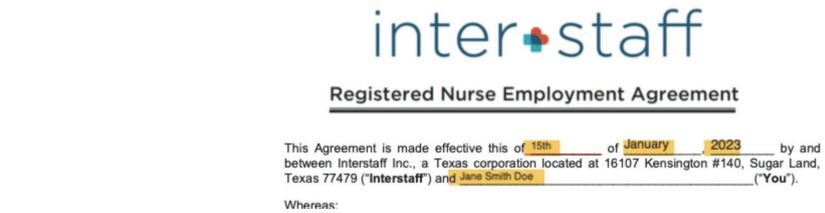
In order to attend your visa interview, you will need to provide the consulate with an offer letter and original Visascreen.

Before Interstaff can send you these documents, you will first need to complete the employment agreement and return it to Interstaff. Once this documents has been received, we will courier your embassy documents to you.

Please follow the instructions below to complete your employment agreement.

Your employment agreement is attached to this email.

1. Please type today's date and your full name on page 1



Registered Nurse Employment Agreement

This Agreement is made effective this of 15th of January, 2023 by and between Interstaff Inc., a Texas corporation located at 16107 Kensington #140, Sugar Land, Texas 77479 ("**Interstaff**") and Jane Smith Doe ("**You**").

Whereas:

2. Print contract out
3. Initial bottom of each page
4. Sign, date and enter full name on last page under section YOU
5. Scan and email to me for review
6. Once your PO has approved it, please mail contract to address below. Please use courier as documents needed for interview will not be sent until this has been received.

Please note signatures/initials
MUST BE ORIGINAL AND IN INK

Interstaff, Inc.
C/O Araceli Mondragon
16107 Kensington Drive #140
Sugar Land, Texas 77479

Exhibit 9

Buchalter

805 SW Broadway
Suite 1500
Portland, OR 97205
503.226.1191 Phone
503.226.0079 Fax

503.226.8660 Direct
ashulman@buchalter.com

April 10, 2025

VIA EMAIL

Lilian Nyawara
[redacted]

Re: Demand of Payment Owed to Interstaff, Inc.

Dear Ms. Nyawara:

This firm has been retained by Interstaff, Inc. ("Interstaff" or the "Company") to commence collection proceedings based on amounts due and owing by you to the Company.

As you know, you signed an Employment Agreement with Interstaff on December 8, 2022 (the "Agreement"), a copy of which is enclosed. Pursuant to the terms of the Agreement, you agreed to provide nursing services for a minimum of 6240 productive hours over a term of 36 months from the date that you first attended work at a designated client healthcare facility. Per the Agreement, you also acknowledged that:

1. Interstaff contracted with a designated client healthcare facility to provide your services for the entire term of the Agreement;

2. Interstaff is entitled to receive your services as a Licensed Registered Nurse for the entire term of the Agreement; and

3. Failure to provide your services would result in a breach of the Agreement, giving rise to a claim by Interstaff for its actual damages, as specified in Section 6 of the Agreement.

Although you were obligated under the terms of the Agreement to continue to provide nursing services until April 2026, you breached the Agreement by voluntarily terminating your employment with Interstaff on December 28, 2023, with 4,604 productive hours remaining. Accordingly, pursuant to Section 6 of the Agreement, you owe Interstaff at least $75,871.32 (4,604 hours x $15/hr = $69,060 in agency damages, plus $6,811.32 in relocation expenses).

Buchalter

Should Interstaff be forced to file a lawsuit to collect, Interstaff will be entitled to seek its agency damages anywhere in the range of $15-$25/hr, plus its attorneys' fees and costs.

Interstaff takes your breach very seriously given the substantial time, money, and resources it devoted to preparing you for placement in the workforce in the United States and securing your position at a healthcare facility—a position that Interstaff can no longer fill due to your actions. Although Interstaff has suffered significant damages, in the interest of resolving this dispute without the need to commence litigation, Interstaff has authorized me to offer the following payment plans to fully resolve this dispute:

1. $36,811.32 paid on or before April 30, 2025;

2. $16,811.32 paid on or before April 30, 2025; $2,000 per month for 12 months thereafter; or

3. $11,811.32 paid on or before April 30, 2025; $2,000 per month for 18 months thereafter.

These offers are contingent upon execution of a mutually agreeable release of all claims. Please let me know on or before **April 24, 2025**, if you accept one of these offers. If you do not accept one of these offers by then, they will expire.

Interstaff reserves all of its rights and remedies under the Agreement, including, but not limited to, the right to pursue all appropriate legal remedies against you. This letter is not intended, nor should it be construed, as a waiver of any of Interstaff's rights or remedies.

Very truly yours,

BUCHALTER
A Professional Corporation

Alexandra Shulman

Alexandra M. Shulman

AMS:rlt
Enclosure