IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
CHARLOTTESVILLE DIVISION

CLERKS OFFICE US DISTRICT COURT
AT CHARLOTTESVILLE, VA
FILED
September 29, 2026
LAURA A. AUSTIN, CLERK
BY: /s/ Nik Sams
DEPUTY CLERK

REZZA ANDREA FRANCISCO and ODESSIA YOUNG, on behalf of themselves and others similarly situated,

Plaintiffs,

v.

HARREN EQUITY PARTNERS, LLC,

Defendant.

Civil Action No. 3:26cv101

JURY TRIAL DEMANDED

COMPLAINT

Plaintiffs Rezza Andrea Francisco and Odessia Young ("Plaintiffs"), by and through undersigned counsel, and on behalf of themselves and the Class set forth below, bring this Complaint against Harren Equity Partners, LLC ("Defendant" or "Harren"), seeking relief for Defendant's violations of the Trafficking Victims Protection Reauthorization Act ("TVPRA"), 18 U.S.C. § 1581 *et seq*., and allege as follows:

INTRODUCTION

1. This case concerns a forced labor scheme whereby Plaintiffs and a proposed class of nurses ("Nurses") are compelled to work through threat of serious financial harm and abuse of legal process.

2. Defendant Harren is a private equity investment firm that has held Management Health Systems, a foreign labor recruiting company doing business as MedPro ("MedPro"), in its portfolio for a decade.

3. MedPro, which is a key investment for Harren, sells Nurses' labor to healthcare providers at a profit.

4. As part of their recruitment with MedPro, Nurses must sign contracts whereby they are required to work for MedPro for approximately three years or face steep termination penalties of tens of thousands of dollars, plus "enforcement costs", if Nurses cannot pay the penalty immediately and MedPro pursues collection and legal action against them ("Financial Penalties").

5. The Financial Penalties have no upper limit.

6. The threat of substantial Financial Penalties make Nurses reasonably fear that, if they leave their jobs with MedPro, they will face serious harm in the form of insurmountable debt, financial ruin, and litigation.

7. During the ten years Harren has held MedPro, Harren has been a key partner in this scheme to profit from the forced labor supplied by these Nurses and it has overseen a period of major growth for the company, including an expansion in MedPro's use of restrictive contracts and actual and threatened legal consequences for Nurses who try to leave their jobs.

8. With a crisis of healthcare worker retention throughout the United States, there is a high demand from healthcare providers for the skilled Nurses that international recruiters like MedPro can supply. The scheme alleged in this Complaint allows MedPro to sell the Nurses' labor to hospitals for a markup while paying the Nurses far less and substantially less than the facility-employed nurses who they work alongside. MedPro and Harren pocket the difference.

9. Harren benefits from participation in this scheme, as the procurement of forced labor increases the value of Harren's investment in MedPro and maximizes its eventual payout.

10. The steep Financial Penalties Nurses face for leaving allow MedPro to trap Nurses in their jobs long after they realize they are being paid well below what their colleagues earn. The Nurses find themselves in an impossible bind: underpaid and often struggling to support their

families, but unable to seek out better opportunities without paying Financial Penalties that would lead to financial ruin as they try to establish new lives in a new country.

11. The restrictive contract is particularly coercive because the Financial Penalties that Nurses owe for leaving their jobs are due in a lump sum upon the end of their employment, with interest accruing. If Nurses cannot afford to pay tens of thousands of dollars immediately upon leaving, then the amount they owe grows rapidly.

12. The TVPRA prohibits procuring or attempting to procure labor via serious harm or threats of serious harm, including threats of serious financial harm; or through the abuse or threatened abuse of legal process. 18 U.S.C. § 1589(a). It also makes it unlawful to knowingly benefit from participation in a venture that the beneficiary knew or should have known violated the TVPRA. *Id.* §§ 1589(b), 1595(a).

13. Through its participation in a venture with MedPro, Harren violates these prohibitions. Plaintiffs bring this case under the TVPRA for damages and relief from the ongoing harm of the forced labor scheme.

JURISDICTION AND VENUE

14. The Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because the action arises under the TVPRA, 18 U.S.C. § 1581 *et seq*.

15. This Court has personal jurisdiction over Defendant, and venue is proper in this Court because Defendant's principal place of business is within the Western District of Virginia.

PARTIES

16. Defendant Harren Equity Partners, LLC is incorporated in Virginia with its principal place of business in Charlottesville, Virginia. Harren's headquarters are located at 200 Garrett Street, Suite F, Charlottesville, VA 22902.

17. Plaintiff Rezza Andrea Francisco is an emergency room nurse with over a decade of experience, who was employed by MedPro after Harren acquired the company.

18. Plaintiff Francisco is a citizen of the Philippines and a legal permanent resident of the United States. She lives in Suwanee, Georgia.

19. Plaintiff Odessia Young is an intensive care unit registered nurse who was formerly employed by MedPro after Harren acquired the company.

20. Plaintiff Young is a citizen of Jamaica and a legal permanent resident of the United States. She lives in Williamsburg, Virginia.

FACTS

21. Plaintiffs reallege and incorporate by reference the allegations set forth above as if fully set forth here.

22. Over the last seventy-five (75) years, employers in the United States have relied on large-scale migration of foreign healthcare workers 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.

23. For the past decade, the United States has been grappling with a nurse retention crisis. A variety of factors drive the issue: America's aging population increases the demand for nursing, but fewer people are entering the profession, and those who do are leaving earlier as private equity drains resources from healthcare facilities leading to what is often referred to as "moral injury."[1]

[1] LaKesha N. Anderson and Joshua Freeman, *Structural Divergence: A Contributing Factor to Moral Injury Among Health Care Workers*, Family Medicine, 2025, https://journals.stfm.org/familymedicine/2025/september/freeman-0358/ (last visited Sept. 19, 2026); 5 Consequences of Private Equity's Expansion in Health Care Services, Center for American Progress, (Oct. 30, 2025) https://www.americanprogress.org/article/5-consequences-of-private-equitys-expansion-in-health-care-services/ (last visited Sept. 19, 2026).

24. The healthcare worker retention crisis created a dynamic whereby nurse staffing companies are motivated to use threats of serious harm and abuse of the legal process to keep nurses working for them. This preserves the staffing companies' ability both to profit from nurses' labor, by paying nurses far less for their work than what staffing companies receive from healthcare providers, and to serve healthcare providers' interest in providing a reliable, captive labor pool.

I. Harren's Business Model and Partnership with MedPro

25. Harren is a private equity investment company with approximately $350 million in regulatory assets under management.

26. Currently, Harren manages and provides investment advisory services to three private equity funds called Fund II, Fund III, and Fund IV. The funds consist of money raised from investors, which Harren invests in mid-sized companies across a variety of industries, including manufacturing, healthcare, and business and technology services (i.e., Harren's "portfolio companies").

27. Harren specializes in investments in "middle market acquisitions, recapitalizations, and growth capital financings," meaning that it typically purchases a majority share of the portfolio companies in its funds, and that those portfolio companies are often seeking to expand their business at the time of acquisition.

28. Harren earns money based on its management of the funds. Specifically, Harren earns fees based on how its portfolio companies perform. This takes the form of carried interest, in which a percentage of the profits from the funds' investments goes to Harren. Harren also receives management fees that are paid by the funds semi-annually and are calculated as a specified percentage of the amount of capital invested in the funds.

29. Harren advertises itself as taking a "unique approach" to investing that "centers on operational excellence and insightful strategic analysis, rather than financial engineering." Harren's business model focuses on developing its portfolio companies through hands-on management to increase the companies' profitability and improve operations.

30. Harren emphasizes its unique understanding of the business models of the companies in its portfolio, stating that it "take[s] time to learn the business from the beginning of our investment process."

31. Harren's website includes testimonials from its portfolio companies about Harren's deep understanding of their business. One company praised how Harren's "team is available 24/7 to provide thoughtful insight," and another noted that because the company's management group and Harren shared "an identical form of ownership," the "risks and rewards were exactly the same."

32. In 2016, Harren publicized its "increased . . . focus on investing [in] healthcare services."

33. This investment strategy was spearheaded by partner C. Taylor Cole, Jr. who joined Harren in 2014 with primary responsibility for the firm's healthcare investments.

34. Prior to joining Harren, Cole worked at another private equity firm, where he was responsible for the firm's healthcare investment activities. On its public website, Harren advertises Cole's extensive experience in the healthcare industry. Cole has also previously served as the Treasurer of the Health Care Private Equity Association.

35. Cole also has previous experience in the healthcare staffing industry, having previously served on the board of Cross Country Healthcare, Inc. ("Cross Country"), a national healthcare-staffing company that recruits nurses from abroad. Cole's experience on Cross

Country's board gave him specialized familiarity with the business model and risk profile of international nurse recruitment and placement.

36. Harren's investment in MedPro was part of its strategic, knowledge-backed focus on investments in the healthcare sector.

37. On or about November 27, 2016, Harren invested its "Fund III" in MedPro, acquiring an almost 80% ownership interest through what is commonly known in private equity as a "recapitalization."

38. In a recapitalization, the company's original owners sell a controlling interest in the business to the private equity fund, entitling the fund to a majority of the profits going forward. Harren's Fund III has been invested in MedPro ever since.

39. Harren publicly described its MedPro investment as a "platform investment."

40. A platform investment is a term used in private equity to refer to an investment that is intended to serve as the basis for future investments in the same area.

41. Both Harren and MedPro publicly described their new relationship as a "partnership" where Harren would provide not only financial but also strategic resources supporting MedPro's growth. And MedPro stated that, "[g]iven Harren's experience working with similar businesses, we felt like they were the right partner to help us execute on our long-term goals."

42. Harren identified Cole and his extensive experience in healthcare investment activities as a driving factor in Harren entering into its partnership with MedPro.

43. Cole emphasized the special expertise and strategic guidance that Harren would bring to the partnership, stating: "MedPro's leadership team consists of highly regarded industry thought leaders who have pioneered a unique and differentiated growth strategy in a rapidly

expanding market that we at Harren know well." Cole also explained that "MedPro was seeking a partner who understands its business strategy and operating model as well as the nuances and dynamics surrounding the market in which it competes. Harren is delighted to have been chosen as the right partner moving forward."

44. Harren's approach to investment ensured that it had deep, detailed knowledge of MedPro's business practice. Harren emphasizes that its "unique approach" as an investment firm focuses on "operational excellence" and "insightful strategic analysis," as well as its principals' "significant operating experience."

45. Harren's hands-on approach starts in the pre-acquisition stage, during which Harren conducts significant due diligence on potential investments.

46. Harren generally staffs two to four people to conduct an investment evaluation, and these individuals update the entire investment team at weekly deal meetings and more frequently on an informal basis.

47. Harren also typically engages third party advisors to provide analysis.

48. As part of the investment evaluation process, Harren seeks to develop a strong working relationship with management of the prospective acquisition in order to create a strategic plan for the business.

49. Harren followed its typical business practice in its assessment of the MedPro investment. Harren assessed MedPro's business model and identified it as a company with potential for growth.

50. Harren specifically noted that in entering into this partnership with MedPro, Harren stated that it sought to build on its "track record of backing strong management teams at leading businesses with high growth potential within the healthcare industry." Harren identified MedPro's

"creative ways of sourcing and recruiting skilled medical professionals" as a key factor in MedPro's growth that made it an attractive investment.

51. After a company has been acquired, Harren then "work[s] with management post-acquisition to implement the strategic plan," including spending "time on-site as necessary to support management."

52. For each of its investments, Harren then conducts "[a]n annual strategic assessment . . . to measure progress versus the original plan and to evaluate areas for continued improvement."

53. Harren generally ensures that senior Harren personnel serve on its portfolio companies' respective boards of directors or "otherwise act to influence control over management of portfolio companies."

54. On or about November 27, 2016, the day the 2016 investment was complete, two of Harren's three partners – Cole and Lee Monahan – joined MedPro's Board of Directors in their individual capacities.

55. The majority of Harren's partnership thus sits on the MedPro Board of Directors.

56. The third partner and founder of Harren, Thomas Carver, also is heavily involved in MedPro. On his personal website, Mr. Carver touts himself as "co-owner[] of MedPro." He also states that he is "involved in managing partnerships, overseeing new ventures, and helping organizations expand their outreach."

57. Monahan has described Harren's role as "a proactive, value-added partner for management," noting that this requires Harren to "take the time to learn the business from the beginning of our investment process." This involvement includes Harren working with its investments on "the execution of a well-conceived business plan," which is done in collaboration

with Harren representatives, who "serve as a resource in the boardroom and on the factory floor, working with management as dedicated team members."

58. From 2021 to 2023, David C. Fulcher was concurrently Vice President at Harren and a Board Member at MedPro.

59. Harren has also advertised that members of its team, including a former senior associate named Jeff Sills, were "work[ing] closely with management teams," including at MedPro.

II. A Business Model That Preys on a Vulnerable Population

60. Harren knowingly invested in, partnered with, and benefited from MedPro's business model, which is built on and relies on Nurses' forced labor.

61. MedPro was founded in 1983 as a for-profit staffing agency specializing in recruiting and placing healthcare professionals within the United States.

62. In 1999, MedPro began to explore recruiting nurses from overseas.

63. MedPro placed its first foreign-educated nurse in a U.S. facility in 2007.

64. MedPro profits handsomely from the labor of the foreign Nurses that it recruits.

65. MedPro charges its client hospitals and healthcare facilities hourly fees to access the Nurses' labor.

66. Payment for the Nurses' labor is intended to come out of that amount, with MedPro keeping the difference.

67. MedPro accordingly only profits for as long as a given Nurse continues to work for the client under the MedPro umbrella.

68. This incentivizes MedPro to keep the Nurses working with MedPro for as long as possible.

69. And the more MedPro suppresses Nurses' wages, the more profit it makes for every hour a Nurse works.

70. MedPro preys on vulnerable Nurses, including Plaintiffs, who are unaware of their rights.

71. MedPro sources its recruits primarily from developing countries like the Philippines, Kenya, and Jamaica.

72. MedPro recruits Nurses with promises of U.S. permanent residency and professional U.S. healthcare opportunities, marketing work for MedPro as a pathway for economic freedom and upward mobility, which is often not available in Nurses' home countries.

73. MedPro advertises hourly rates that generally are higher than what Nurses stand to make while working in their home countries.

74. But upon arrival, MedPro pays Nurses significantly less than their U.S. counterparts.

75. MedPro Nurses both make less than market rates for their labor on an hourly basis and receive less in additional pay, including shift differentials and bonuses, than U.S. counterparts.

76. MedPro markets the Nurses as long-term staffing solutions to U.S. facilities struggling with retention.

77. For example, an August 18, 2025 post on MedPro's website describes how it helped a healthcare facility in Central Arkansas overcome "a perfect storm of workforce fatigue, surging patient volumes, and an increasingly limited talent pool" by offering the facility "a reliable, long-term staffing solution with three-year contracts" through its "international staffing service line."

78. As a result, MedPro often staffs Nurses in facilities that are substantially understaffed and/or subject to other dangerous conditions that threaten the safety and health of the

Nurses and their patients. Such conditions can also threaten Nurses' licensure because such overburdened departments can put Nurses in a position where they are unable to maintain mandatory protocols and documentation while performing the minimally required patient care.

79. To keep Nurses in their jobs despite the low pay and poor conditions, MedPro imposes onerous restraints that force them to continue working through threats of grave Financial Penalties and litigation to collect them.

III. MedPro's Contracts Are Designed and Operate to Force Nurses to Labor for the Benefit of MedPro and Harren

80. MedPro requires every Nurse that it recruits to sign contracts that impose exorbitant Financial Penalties on Nurses who leave their employment before the end of their contract term. These Financial Penalties, as well as the threats that MedPro levies against Nurses, coerce the Nurses into continuing to work for MedPro and its clients, despite pay and working conditions that would otherwise drive the Nurses to leave.

81. MedPro requires Nurses to sign standardized contracts as to all relevant terms, which are non-negotiable.

82. The contracts provide a term of employment whereby the Nurses are required to work for MedPro for 30 months to three years, commencing upon the Nurse's first day of work with a MedPro client.

83. MedPro imposes crushing Financial Penalties on Nurses who fail to meet the required term of employment. MedPro describes this as "actual damages," but MedPro does not provide a specific list of costs—either before or after deployment.

84. Nurses who request an itemization of the damages MedPro purports to incur with their departure receive a list of charges attributed to broad, unverifiable or even facially unlawful

categories such as "Cost of Capital," "MedProU, MedPro Intl coordination and management," "US Transition Costs" and "Pay During Orientation."

85. Further, the contract provides that the Financial Penalties MedPro may seek to collect include all interest calculated using the maximum rate permitted by law, as well as costs of enforcement such as all court costs, expenses (even if not taxable as court costs), interest, arbitration or mediation costs and expenses, collection fees and costs, and reasonable attorneys' fees.

86. As such, the Financial Penalties have no known upper limit.

87. Indeed, these collection costs can double or triple the amount of Financial Penalties that MedPro seeks from Nurses.

88. Adding to the coercive nature of the contract, the Financial Penalties are due in a lump sum shortly after a Nurse terminates their employment.

89. At various points, MedPro has stated that the actual damages portion of the Financial Penalties would be pro-rated based on the amount of the employment term that a Nurse had completed. But the large amount of the Financial Penalties and the collection costs they include ensure that, even with proration, the Financial Penalties typically amount to tens of thousands of dollars.

90. Notably, MedPro's contracts initially did not include any cap on any portion of the Financial Penalties MedPro may seek from a Nurse.

91. This changed after a class action settlement of TVPRA counterclaims in August 2018. That settlement required that the "actual damages" MedPro sought from any Nurse would not exceed forty thousand dollars ($40,000). This requirement was in effect until August 2023.

92. But once that requirement lapsed, MedPro again removed any contractual cap on the actual damages to be included in the Financial Penalties levied against the Nurses.

93. Moreover, at no point was there any cap on the total amount of Financial Penalties that MedPro could seek from Nurses, because regardless of the amount of "actual damages" sought, the Financial Penalties could and did include interest, costs and enforcement costs.

94. MedPro's contracts include additional limitations on its Nurses.

95. MedPro's contracts give MedPro broad discretion to assign and reassign Nurses to different facilities and to do so at any time.

96. The contracts also include restrictive covenants that bar, for two years after a Nurse leaves MedPro's employment, the Nurse's ability to seek employment with any facility that is known to the Nurse to have a contract with MedPro.

97. These restrictive covenants amount to significant foreclosure of alternative employment opportunities. International Nurses have limited contacts outside of the MedPro network, have limited exposure to alternate employers, and their contacts in the medical field are typically limited to the individuals with whom they work. Nurses' most immediate avenues for finding alternate employers would be contacts at healthcare facilities where they were previously staffed and referrals from other Nurses in the MedPro community, who are working at other MedPro facilities.

98. Cutting off the most likely sources of employment after a Nurse leaves employment with MedPro increases the impact of the Financial Penalties. For, while the Financial Penalties alone are overwhelming, Nurses will have no chance of paying them if they cannot obtain other employment. These restrictive provisions thus increase Nurses' reasonable fear that they will face substantial financial harm upon leaving MedPro.

99. MedPro has a uniform policy that recruits are not allowed to discuss their compensation with anyone but their MedPro supervisor.

100. This policy unlawfully chills protected activity under Section 7 of the National Labor Relations Act.

101. The Financial Penalties and standardized contract restrictions allow MedPro to secure a captive labor supply before Nurses know the material facts of the job and then deter departure once those facts become known.

102. MedPro requires Nurses to sign standardized three-year commitment contracts before filing the immigrant visa application package to commence the immigration process.

103. Many of the Financial Penalties attach at that point, so a Nurse would owe MedPro money for leaving the contract even before coming to the United States.

104. MedPro then keeps the Nurse recruit in its sponsorship pipeline for years.

105. For example, both Plaintiff Francisco and Plaintiff Young waited approximately 2.5 years after signing their employment contracts before MedPro submitted immigration application packages on their behalf.

106. Plaintiff Francisco signed her employment agreement with MedPro on May 15, 2019 and on October 12, 2021 MedPro, through its attorneys, submitted the immigration visa application package.

107. Plaintiff Young signed her employment agreement with MedPro on September 16, 2019 and on March 21, 2022 MedPro, through its attorneys, submitted the immigration visa application package.

108. At the time Nurses sign the employment agreements, MedPro does not disclose material facts about the labor they will ultimately be required to perform, including the assigned

facility, location, actual wage structure, available shift differentials and premium-pay opportunities, actual job duties, working conditions, patient loads, onboarding practices, comparative pay, and licensure risk.

109. By the time Nurses learn their actual assignments and working conditions, they have already committed to MedPro's program, waited through the years-long immigration process, incurred costs, and planned to or started to relocate to the United States.

110. If Nurses seek to leave—even before relocating to the U.S.—MedPro invokes the contract's penalty provisions, including claimed damages, enforcement costs, lawsuits or arbitration, attorneys' fees and costs, and interest.

111. MedPro advertises a base salary rate in its offer materials, but does not inform recruits what their actual wages will be until shortly before the nurses move to the U.S.

112. MedPro does not inform Nurses at the time of recruiting, or at any point after, that the wage is often materially below what other nurses in the facility where they will be working earn.

113. Nor does MedPro disclose that the Nurses may be denied the same premium-pay and incentive pay opportunities available to other facility workers, such as overtime, night-shift increases, weekend increases, or other additional-shift incentives.

114. Nor does MedPro disclose that its Nurses will be classified as entry-level workers in immigration submissions and assigned the lowest prevailing wage—the baseline wage required by the U.S. government—during the immigration process.

115. In connection with the immigration process, MedPro must submit an EB-3 visa application package to the United States Citizenship and Immigration Services ("USCIS") and

classify Nurses as a specific skill level based on certain details of the job, such as actual job duties, experience requirements, and the candidate's qualifications.

116. MedPro uniformly classifies Nurses as "Skill Level I," which is meant for entry level employees, to trigger the lowest available prevailing wage.

117. To justify this, MedPro represents to the federal government that the roles require no prior experience or training, and MedPro omits any actual job duties that would bump the role into a higher skill bracket.

118. MedPro submits a generic entry level job description to the federal government regardless of the nurse's experience, skill level, or actual job duties.

119. Despite this entry-level classification, MedPro requires its recruited Nurses to have experience, conducting skills assessments and sourcing workers with clinical backgrounds and medical specialties.

120. MedPro also requires Nurses to maintain hands-on or "bedside" work during the lengthy immigration process, which increases their experience while they wait to be deployed.

121. As a result, none of the Nurses MedPro employs would be properly classified as Skill Level I.

122. For example, Plaintiff Francisco was born in the Philippines, received her nursing degree from Far Eastern University in or about 2011, and from about 2013 to 2020 worked as a staff nurse at the Manila Central University Filemon D. Tanchoco Medical Foundation Hospital, where she was a trained Emergency Room nurse.

123. Despite having more than seven (7) years of nursing experience and the specialty skills of an Emergency Room nurse, MedPro's application identified Plaintiff Francisco as Skill Level I entry level employee.

124. Plaintiff Francisco was then assigned to a Wellstar hospital in Roswell, Georgia, as a trauma certified nurse in the Emergency Room—a position that made use of and relied on Plaintiff Francisco's prior experience.

125. Similarly, Plaintiff Young was born in Jamaica and received her nursing degree in 2019.

126. Plaintiff Young had been working for several years when MedPro submitted her immigration paperwork, and had developed a specialty in intensive care, but MedPro nevertheless identified her as a Skill Level I entry level employee.

127. Plaintiff Young was finally assigned her placement with a MedPro Client in June 2024, five years after she signed the MedPro contract with five (5) years of experience as an intensive care nurse.

128. Plaintiff Young was assigned to Jackson Memorial Hospital in Miami and worked in the intermediate care unit, where patients with more acute cases are treated—a position that made use of and relied on Plaintiff Young's prior experience.

IV. Nurses Reasonably Fear Substantial Harm If They Leave Their Employment or Are Terminated Prior to Satisfying MedPro's Contract Term

A. MedPro Uses Threats of Financial Penalties to Coerce Nurses' Labor

129. The Financial Penalties are designed and operate as outsized punishments that make it prohibitively costly for Nurses to leave their employment. MedPro thereby keeps Nurses working out of fear that they will have to repay tens of thousands of dollars—amounts that are grossly disproportionate to their pay.

130. While the MedPro contracts state that the Financial Penalties include some measure of costs that MedPro paid to third-parties on the Nurses' behalf, they make clear that this is not the limit of the Financial Penalties. Instead, the Financial Penalties include unspecified damages that

are not readily quantifiable by the Nurse. Nurses accordingly have no real sense of the amount they stand to owe if they terminate their contract early, including not only MedPro's purported "actual damages," but also interest, enforcement costs, and attorneys' fees that can be included atop it. MedPro has free rein to inflate any reasonable estimate of its damages and thereby deter Nurses from leaving.

131. For example, MedPro's legal department sent Plaintiff Francisco what it claimed was a breakdown of its "actual damages" of $42,765—or about 70 percent of what MedPro would pay Francisco for a year's work.

132. That figure included $5,578 for "Cost of Capital"—a 15 percent markup on the total of the other damages it claimed to have incurred.

133. Critically, that charge does not appear to correspond to any expenditure MedPro made.

134. And, while "Cost of Capital" is a financial metric describing the interest rate a company pays on borrowed funds, this damages figure does not appear to be tethered to any specific expenditure.

135. MedPro also regularly seeks to obtain supposed costs that include facially illegal categories, like "Pay During Orientation."

136. Clawing back wages for work an employee performed violates every applicable federal and state wage and hour law.

137. The Financial Penalties also are unreasonably large on their face. And they are disproportionate when compared to the compensation generally paid to Nurses, who earn as little as $26 an hour. The Financial Penalties can range from half of a Nurse's net yearly income to all of what a Nurse earns in a year—or more.

138. The Financial Penalties can swallow not just the majority of a Nurse's annual income, but the majority of their net worth. Nurses often go into debt to immigrate to the United States. Once they arrive, they must support dependents and spouses. Trailing family members of working age frequently have restrictions on their ability to work legally in the country, and new arrivals must wait to build up enough of a financial record to access credit, leaving Nurses as the primary breadwinner and the salary as the only financial resource.

139. Exorbitant Financial Penalties operate to trap Nurses in employment with MedPro, where they are paid substantially less than market rate and/or face poor working conditions. This includes scenarios both where Nurses are paid much less than their counterparts at the client facilities and where MedPro instructs Nurses to wait indefinitely for a placement with even lower pay.

140. MedPro obtains the Nurses' labor through these threats of serious financial harm. Harren is aware of and profits from these threats.

B. MedPro Uses Threats of Litigation and Arbitration to Coerce Nurses' Labor

141. MedPro contracts also threaten to bring the full force of the U.S. legal system to bear on Nurses. Nurses reasonably fear the impact of not only the Financial Penalties, but the burden of defending against legal proceedings and paying MedPro's costs and attorneys' fees. MedPro thereby abuses the legal system to ensure that Nurses are forced to continue laboring for its benefit.

142. The Nurses are unfamiliar with civil litigation and arbitration in the United States, such that engaging in litigation or arbitration in a foreign legal system is intimidating and overwhelming. Additionally, even if the Nurses were aware that MedPro's claims against them were improper, as the contract terms themselves amount to TVPRA violations, the Nurses

generally have few resources such that hiring an attorney and maintaining protracted legal proceedings against a well-resourced adversary would be an insurmountable financial burden.

143. MedPro uses the Nurses' reasonable fears of litigation to deter Nurses from leaving its employment. MedPro's contracts explicitly provide that, if MedPro brings a lawsuit or other legal proceedings against a Nurse to enforce the agreement and prevails, the Nurse will be liable not only for whatever judgment MedPro recovers, but also costs and attorneys' fees.

144. MedPro's practice of aggressive legal action creates an environment of fear for Nurses who understand that, if they leave their employment with MedPro, they will face the burden of legal proceedings and increased financial harm in the form of attorneys' fees.

145. True to its threats, starting in at least 2014, MedPro regularly sues Nurses who MedPro 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 a significant economic, time, and emotional burden on the Nurses who MedPro targets.

146. In 2014 and 2015, prior to Harren and MedPro entering into a venture together, MedPro filed seven (7) cases in Broward County, Florida, against Nurses for breach of contract, seeking substantial financial damages as well as attorneys' fees.

147. In 2016, at the same time Harren began its due diligence and eventual investment in MedPro, this number jumped. MedPro filed thirty-five (35) cases in Broward County, Florida, against Nurses who quit before their contract term expired.

148. And between 2017 and 2021, MedPro filed approximately fifty-five (55) additional lawsuits to enforce the employment contracts.

149. These lawsuits are just the tip of the iceberg.

150. At some point between 2017 and 2021, MedPro began requiring Nurses to submit disputes to arbitration rather than resolving them in court.

151. Accordingly, it is not possible to know from the public docket how many additional actions it filed against Nurses to collect the Financial Penalties.

152. However, between 2023 and the date of this filing, MedPro has filed at least thirty-four (34) motions to enforce arbitration awards or settlement agreements related to alleged breaches of MedPro's contract—seeking to force Nurses to pay the Financial Penalties as well as interest and the fees and costs that MedPro has accrued in arbitration and enforcement.

153. The interest and collection-related fees and costs can be as much as or more than the purported actual damages. *See, e.g.*, *Management Health Systems v. Mendoza*, CACE-26-006470, April 16, 2026 (Broward County Court) ($23,000.82 in "actual damages," $9,387.50 in attorneys' fees, $7,669.67 in pre-judgment interest, $480 for service, "case service fees" of $3,200, and $27,000 in arbitration compensation and expenses, for a total of $70,737.99); *Management Health Systems v. Andrews*, CACE-26-007631, May 7, 2026 (Broward County Court) ($26,667 in "actual damages," $1,500 in attorneys' fees, $12,085.10 in prejudgment interest, and $2,585.00 in costs, for a total of $42,837.10); *Management Health Systems v. Mathew*, CACE-26-006183 (April 13, 2026) ($23,013 in "actual damages," $4,539.84 in attorneys' fees, and pre-judgment interest of $6,903.90, for a total of $34,456.74).

154. The overwhelming majority of the cases MedPro brought or threatened to bring against its Nurses settled out of court or resulted in a default. 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.

155. Nurses are aware of MedPro's aggressive legal tactics against individuals who sought to leave MedPro employment before completing the required contract term. Nurses thus reasonably fear that, if they dare to leave, they too will be embroiled in expensive, burdensome retaliation through collections and legal proceedings. This forces Nurses to remain laboring for MedPro.

C. These Threats of Substantial Harm Keep Nurses Working In Low-Paid and Dangerous Positions

156. MedPro uses the threat of Financial Penalties and legal proceedings to keep Nurses working for MedPro out of fear of substantial harm.

157. During orientations for newly arrived Nurses, including Plaintiff Francisco and Plaintiff Young, MedPro highlights the Financial Penalties and the prospect of legal proceedings against those who leave the contracts early.

158. MedPro-recruited Nurses are particularly vulnerable to threats of Financial Penalties and legal proceedings. They have few resources, limited networks, and their primary foothold in the country is their job with MedPro. This directly limits their ability to pay Financial Penalties and/or withstand legal proceedings in order to leave MedPro's employment.

159. MedPro's international recruits arrive in the U.S. without credit, often without financial reserves, and many arrive already in debt.

160. MedPro's low pay and limits on subsequent employment also make it difficult for the Nurses to save funds to pay the high Financial Penalties it threatens those who leave, let alone support themselves and their families.

161. MedPro's poor conduct as an employer illustrates and underscores the lack of options and the captive nature of Nurses' employment.

162. MedPro often places Nurses in understaffed and challenging assignments. Yet when Nurses report issues of workplace safety, discrimination, or retaliation to MedPro, it fails to address them adequately, or at all.

163. Under the American Nurses Association's professional guidelines, a nurse is legally required to provide a specific standard of care. When an employer overburdens a nurse, the nurse cannot physically fulfill that standard. Placement in understaffed and under-resourced healthcare facilities is not only stressful and difficult; it can threaten a nurse's livelihood. If an error occurs due to the inordinate volume, the nurse's license to practice could be at risk.

164. MedPro also routinely pays Nurses substantially less than their less-experienced U.S. counterparts.

165. Nurses have reported their financial hardship or significant financial shortfalls to MedPro, but MedPro has ignored these complaints.

166. When Nurses explain to MedPro that they are not paid enough to live, MedPro has responded by providing access to ineffective "consultants," who have suggested clipping coupons or relocating near family to help with costs—something that would be impossible without MedPro's permission.

167. When Nurses seek to resign or refuse further assignments to protect their license, careers, patients, health, or families, MedPro routinely threatens financial harm and/or legal action to keep the Nurses on the job.

168. MedPro's goal is to keep the Nurses working above all else. But MedPro declines to provide Nurses with requested and often badly needed pay increases. MedPro instead uses threats to keep the Nurses working.

169. A typical employer would be concerned that dissatisfied employees would leave. MedPro's lack of meaningful responses to complaints and concerns raised by Nurses demonstrates that it knows its contractual threats stop Nurses from leaving and result in a captive workforce, with limited to no options outside it.

i. Plaintiff Francisco Worked in Low-Paid, Unsafe, and Untenable Working Conditions Out of Fear of Substantial Harm

170. MedPro assigned Plaintiff Francisco to a position at Wellstar in Roswell, Georgia, in or around December 2022.

171. Plaintiff Francisco was assigned to the ER, which was substantially understaffed.

172. Plaintiff Francisco was paid significantly less than her peers at Wellstar.

173. MedPro paid Plaintiff Francisco, a certified trauma nurse with nearly a decade of experience, an hourly rate of $32 per hour.

174. Her less-experienced U.S. counterparts received a base rate of pay of at least $38/hour, and a U.S. nurse with comparable experience would have received more.

175. This low pay was insufficient for Plaintiff Francisco to support herself and her family while working a typical nurse shift rotation of three 12-hour shifts per week.

176. Plaintiff Francisco picked up as many extra shifts as she could, but the additional hours left her exhausted.

177. She reported her struggles to MedPro and requested a raise so that she could pay her basic bills.

178. MedPro staff rejected this request, contended it was a personal budgeting issue, and referred her to a credit specialist.

179. Plaintiff Francisco would have left her position at MedPro soon after she started, were it not for the penalty provision of her contract. Instead, Plaintiff Francisco felt compelled to

stay for the three-year contract term because she could not afford to pay the Financial Penalties and she feared MedPro taking legal action against her.

180. Finally, after a year-and-a-half, Plaintiff Francisco told MedPro she wanted to leave employment.

181. In response, MedPro exerted pressure on Ms. Francisco to remain employed. MedPro staff called her and raised the prospect that she would be liable for the Financial Penalties and escalated the situation to MedPro management. MedPro staff also tried to persuade her to stay by claiming that other nurses could handle the workload, and trying to suggest Ms. Francsico had done something improper by using her paid leave days prior to resigning.

182. Eventually, Plaintiff Francisco determined that she could not continue in her position at MedPro.

183. On or about March 22, 2024, after working for about a year and a half, Ms. Francisco emailed MedPro and told them that she was quitting.

184. Her last day employed by MedPro was April 4, 2024.

185. To date, Plaintiff Francisco has paid MedPro over $24,857.04 for "actual damages" and interest.

ii. **Plaintiff Young Worked in Low-Paid, Unsafe, and Untenable Working Conditions Out of Fear of Substantial Harm**

186. MedPro assigned Plaintiff Young to a position at Jackson Memorial hospital in Miami, FL, in June 2024.

187. Plaintiff Young was assigned to the Intermediate Care Unit ("IMCU").

188. The IMCU was significantly understaffed, which resulted in grueling and unsafe working conditions.

189. Supervisors threatened the IMCU nurses with disciplinary action if they did not complete all their tasks. Plaintiff Young often worked with no breaks in order to complete all of her work and experienced health issues related to having so few breaks.

190. MedPro paid Plaintiff Young $42 per hour, and she was guaranteed 36 hours of work per week.

191. MedPro never disclosed that she would not be allowed to work more lucrative overtime shifts that many nurses rely on to increase their earnings.

192. The pay in Plaintiff Young's MedPro position was also not enough for her to support herself.

193. Plaintiff Young reported her financial distress to MedPro and asked for a raise.

194. MedPro refused and instead referred Plaintiff Young to a "credit specialist" who offered unhelpful budget tips like cutting coupons. MedPro also offered Plaintiff Young a loan that would only compound her precarious financial situation.

195. Plaintiff Young would have left her position at MedPro soon after she started, were it not for the penalty provision in her contract. Instead, Plaintiff Young felt compelled to stay for the three-year contract term because she could not afford to pay the Financial Penalties and she feared MedPro taking legal action against her.

196. In or about June 2025 Plaintiff Young reached a breaking point.

197. On June 6, 2025, Plaintiff Young told MedPro that she wished to resign.

198. MedPro told her that if she wished to leave, she would have to pay the Financial Penalties in her contract, and that she would hear from MedPro's legal department.

199. Shortly after she tendered her resignation, MedPro's legal team emailed her a statement of purported "actual damages" totaling $27,000.

200. Plaintiff Young has been paying MedPro every month since October 1, 2025.

201. To date, Plaintiff Young has paid MedPro $13,750.00.

V. Harren knew or should have known that MedPro was obtaining and providing the labor and services of nurses by means prohibited under the TVPRA

202. Harren's usual practice is to conduct extensive research into its target acquisitions, guided by staff experienced in the relevant field. Harren followed its usual practices here and knew or should have known that MedPro was engaged in trafficking in violation of the TVPRA.

203. Before Harren invested in and became the largest shareholder of MedPro, news reports publicized international nursing agencies' coercive practice of contractually tying nurses to their agencies and threatening financial termination penalties against those who quit.

204. For example, PBS NewsHour flagged the practice of assessing termination penalties to "bind" nurses to their agencies in a 2014 report entitled "Scammers take Advantage of Filipino nurses lured by promise of employment in the U.S."

205. Basic due diligence on the international nurse recruiting model should have surfaced reports of these practices.

206. In the years before Harren's investment in MedPro, MedPro had already begun to sue nurses who quit without completing three years of labor for MedPro to enforce MedPro's contractual Financial Penalties.

207. For example, in 2014 MedPro filed several breach of contract cases against Nurses in Broward County, Florida alone, seeking tens of thousands of dollars in Financial Penalties.

208. In 2016, as Harren was undertaking its evaluation process, this number jumped.

209. MedPro filed thirty-five (35) cases in Broward County against nurses who quit before their three-year contract term expired.

210. These cases explicitly alleged that Nurses contracted to work for MedPro for three years and are obligated to pay MedPro termination penalties amounting to tens of thousands of dollars, plus pre- and post-enforcement interest, costs, and attorneys' fees, because the Nurses quit prior to the end of the contract term.

211. Soon after, nurses began filing and winning lawsuits alleging that nurse recruitment agencies were engaged in forced labor and human trafficking when they imposed termination penalties on nurses recruited overseas.

212. For example, in March 2017, Rose Ann Paguirigan, on behalf of herself and a class of nurses, filed suit against foreign labor recruiters and nursing home owners who, to keep nurses from leaving their jobs, charged the nurses a $25,000 termination penalty and threatened them with civil litigation and professional disciplinary proceedings.

213. In December 2017, the district court denied the *Paguirigan* defendants' motion to dismiss.

214. The district court found that the threats to enforce the termination penalty were sufficient to state a TVPRA claim, noting that "[a]llegations of such a severe financial burden are more than enough to rise to the level of harm necessary to state a TVPA claim." *See Paguirigan v. Prompt Nursing Emp. Agency LLC*, 286 F. Supp. 3d 430, 438 (E.D.N.Y. 2017).

215. Ultimately, a class was certified and the case settled. *Paguirigan v. Prompt Nursing Emp. Agency LLC*, No. 1:17-CV-01302-NG-CLP, 2022 WL 6564755, at *1 (E.D.N.Y. Apr. 7, 2022).

216. The lawsuit and the settlement were covered in the press, including in industry publications.

217. For example, Skilled Nursing News wrote, "Federal Judge Orders Recruitment Agency, Nursing Homes to Pay Nurses Over $3M to Settle Trafficking Allegations."

218. Multiple Nurses who were sued by MedPro to enforce their contracts subsequently followed suit and filed cross-claims alleging violations of the TVPRA.

219. For example, after nurse Eden Selispara terminated her contract with MedPro and obtained a nursing job in Houston, MedPro sued Ms. Selispara in June 2017, seeking to collect the termination penalty.

220. In November 2017, Ms. Selispara filed class counterclaims including under the TVPRA, alleging MedPro provided or obtained Ms. Selispara's labor by threats of serious harm, including threats to report her to immigration officials and threats of severe financial consequences. The case was settled.

221. In August 2018 the Miami Herald reported on the suit and its settlement in an article entitled "Immigrant Nurse with a work visa says employer treated her like an indentured servant." The article quoted the director of the Alliance for Ethical International Recruitment Practices, a Philadelphia-based nonprofit, as saying that workers stuck in contracts like MedPro's are "not that different from indentured servants in the 1700s."

222. Other news media also reported on the allegations and the settlement in August 2018, including the Florida Sun Sentinel and the Legal Reader.

223. In June of 2020, MedPro filed a lawsuit against Cherine Clunis, seeking to enforce the termination penalty.

224. Ms. Clunis filed a counterclaim in August of 2020, alleging, on behalf of herself and a proposed class of Nurses, that MedPro used a financial penalty scheme to keep workers trapped in their employment, violating the TVPRA.

225. Specifically, Clunis alleged:

- MedPro attempted to wield financial penalties as part of a scheme to make Clunis and other nurses believe that they would face serious harm if they left MedPro's employ before the end of the three-year term;
- MedPro attempted to abuse legal process by threatening to sue nurses if they were to leave before the end of the three-year term, and by actually suing nurses, including Clunis;
- MedPro underpaid nurses in comparison to their American counterparts, making them even more dependent on MedPro for income given the inability to save a significant amount, let alone anything near the termination penalty; and
- A reasonable person in Ms. Clunis's position would think that they would face serious harm if they left MedPro's employ.

226. In 2021, MedPro and Clunis reached a class action settlement, providing relief to 1,392 MedPro former employees.

227. MedPro's settlements—both those collecting money from Nurses for leaving before three years, and the settlement of class claims—likely would have required approval from MedPro's board of directors.

228. MedPro board members included representatives from Harren who should have been aware of the litigation and the settlements.

229. The allegations that MedPro faced in these lawsuits are in line with a reported widespread trend of forced labor in the international nurse recruitment industry, which has been the subject of consistent and continued litigation.

230. In 2022, the Human Trafficking Legal Center published a report analyzing all cases brought under the TVPRA's civil provisions, from the statute's enactment in 2003 through December 31, 2021.

231. In 2021, cases alleging forced labor in the medical field "topped the list of labor trafficking cases," and comprised 10% of all cases filed.

232. Recently, the New York State Attorney General launched an investigation into the healthcare recruitment industry and reported that:

> An Office of the Attorney General (OAG) investigation found that ACS, a New York health care staffing agency, recruited nurses from abroad and required them to unwittingly sign exploitative employment contracts. Nearly all of these contracts included severe financial penalties for early resignation, requiring any nurse who resigned or was fired before their contract expired to pay the company as much as $20,000. The OAG found that since 2020, ACS has collected this "termination penalty" from 71 nurses, many of whom resigned due to significant concerns about understaffing, inadequate patient care, mandatory double shifts, and going weeks without a day off.

233. Due to Harren's hands-on investment management style, the presence of two of three of its partners on MedPro's board, the repeated litigation against MedPro, and the news coverage of other litigation brought by nurses that alleged MedPro's business model violated the TVPRA, Harren knew or should have known that MedPro obtained the labor of international Nurses through threats of substantial harm, that MedPro profited by doing so, and that Harren in turn benefited from these profits.

A. Harren Oversaw an Expansion in MedPro's Unlawful Conduct

234. In light of the due diligence Harren conducts prior to investing in a company and its partner Cole's previous involvement in and knowledge of the international nurse staffing industry, Harren knew or should have known, when it acquired a controlling interest in MedPro, that MedPro's business and profitability is predicated on its scheme to obtain low-priced labor by

using coercive contracts that contain Financial Penalties, by threatening serious financial harm through enforcement of those penalties, and by threatening to sue and, in multiple instances, initiating collection litigation for the Financial Penalties, which include damages that are not permitted under the law.

235. Yet, after conducting its due diligence, Harren nonetheless acquired a controlling interest in MedPro in 2016 and heavily invested in growing MedPro's international recruitment division.

236. Since its investment in MedPro in 2016, Harren and MedPro have partnered in a continuous business relationship.

237. In accordance with its general investment philosophy, Harren provides MedPro with individualized operational and strategic resources to improve MedPro's financial growth.

238. Harren employees and agents routinely attend in-person operating-review or board-update meetings at MedPro's facilities in Florida.

239. MedPro's business has grown significantly during its time as a Harren portfolio company, to the point that MedPro is now among the leading U.S. international nurse-recruitment firms.

240. In 2018, MedPro announced the launch of its new international division, MedPro International. At that time, MedPro also announced its intention to expand its team dedicated to recruiting, training, and placing foreign-educated healthcare professionals and to invest heavily in marketing and branding.

241. This announcement was in line with Harren's stated interest in expanding its healthcare investments.

242. During this expansion, MedPro was also increasing its efforts to use legal enforcement actions to collect money from Nurses who could not complete their commitment terms.

243. While MedPro had engaged in litigation to collect Financial Penalties prior to Harren's involvement, the introduction of Harren as an investor and partner coincided with a dramatic spike in MedPro's litigation activity against Nurses.

244. Once Harren obtained a controlling stake in MedPro, MedPro began to more aggressively enforce the termination penalty against Nurses who sought to quit their jobs.

245. Harren exercised sufficient control over MedPro to direct MedPro to cease its inclusion of Financial Penalties in Nurse employment contracts and to cease enforcing Financial Penalties in existing provisions, but it declined to do so.

246. Harren exercised sufficient control over MedPro to direct it to cease filing legal enforcement actions to collect money from Nurses, but it declined to do so.

B. Harren's Ongoing Profit from the Venture

247. Harren has knowingly profited from its venture with MedPro, and Harren continues to advertise and profit from this venture.

248. Harren earns money directly from its venture with MedPro, including via the fees it earns from its management of Fund III and through the money it earns when its investments profit.

249. Harren also uses its partnership with MedPro to obtain additional business.

250. Harren features its relationship with MedPro prominently on its website, including in its marketing materials to potential new business investments.

251. For example, as of December 2025, Harren had a video on its website featuring its partnership with MedPro.

252. In the video, Liz Tonkin, CEO of MedPro, touts Harren's "strong understanding of [MedPro's] business model and strategic goals."

CLASS ACTION ALLEGATIONS

253. Plaintiffs reallege and incorporate by reference the allegations set forth above as if fully set forth here.

254. Plaintiffs bring this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

255. Plaintiffs assert claims on behalf of and seek to represent a Class of all Nurses who entered the United States to perform work for MedPro within the statute of limitations and are or were subject to contractual termination penalties for leaving their jobs.

256. Plaintiffs reserve the right to amend and refine the class definition above or add classes and/or subclasses as litigation progresses.

257. Numerosity: The Class is so numerous that joinder of all class members is impracticable. Although the precise number of putative Class members is currently unknown, the Class includes well over forty members. These members can be identified based on their employment records.

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

- Whether Defendant participates in a venture with MedPro within the meaning of the TVPRA;

- Whether the venture knowingly procures labor or services from the Class by means of serious harm, threats of serious harm or the abuse or threatened abuse of law or legal process within the meaning of the TVPRA;
- Whether Defendant knowingly benefits from its participation in the venture within the meaning of the TVPRA;
- Whether Defendant knew or should have known of the fact that the venture knowingly procures labor or services from the Class by means of serious harm or threats of serious harm within the meaning of the TVPRA;
- The proper measure of damages; and
- The proper measure of punitive damages.

259. These common questions arise, in part, because of the uniform circumstances under which Plaintiffs and the Class worked. These include the form contracts and workplace policies that resulted in a standard environment and set of employer-mandated conditions that Nurses were forced to abide by under the same threat of financial harm and legal action.

260. Typicality: Plaintiffs' claims are typical of the claims of the Class for precisely the reasons set forth above. Plaintiffs and every Class member were subject to the same threats of substantial harm and the same practices by MedPro. Plaintiffs and every Class member assert the same claims under 18 U.S.C. §§ 1589 and 1595 against the same Defendant, arising from the same venture, the same benefit, and the same knowledge alleged as to every Class member. Plaintiffs' injuries differ from those of other Class members only in amount.

261. Adequacy: Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs are committed to the prosecution of this action and have retained counsel that numerous

courts have found sufficiently experienced in class actions to be appointed as class counsel. There are no conflicts between Plaintiffs and the Class they seek to represent.

262. Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. The policies and procedures challenged are common as to all Class members, resulting in common violations of law. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning Defendant's participation in the practices at issue. 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. Plaintiffs are not aware of any existing related litigation.

263. Common questions of law and fact also predominate as to Plaintiffs' claim that Defendant knowingly benefited from a venture engaged in forced labor in violation of law. Defendant profited from a scheme to keep healthcare workers from leaving their jobs through the threats of severe penalties. That scheme—regardless of whether an employee could eventually pay the severe monetary penalty or the degree to which they were forced to work against their will—was the same and uniformly made as to each and every employee.

264. Plaintiffs intend to send notice to all members of the Class to the extent required by Fed. R. Civ. P. 23(c)(2). The names and addresses of the class members are available from Defendant's records.

COUNT I
Forced Labor in Violation of the Trafficking Victims Protection Act
(18 U.S.C. §§ 1589, 1595)

265. Plaintiffs reallege and incorporate by reference the allegations set forth above as if fully set forth here.

266. Defendant Harren participated in a venture with MedPro, as described above, including in paragraphs 37-59, 236-38, 243-46. Defendant Harren knowingly benefited or attempted to benefit from its participation in the venture with MedPro, as described above including in paragraphs 9, 28, 60, 140, 233, 247-52.

267. Defendant Harren knew or should have known that the venture had engaged in an act or acts in violation of Chapter 77 of Title 18, including a violation of 18 U.S.C. § 1589 as alleged above including in paragraphs 33-36, 53-59, 202-46. 18 U.S.C. § 1595(a).

268. The venture obtained the labor or services of Plaintiffs and other Nurses by means of serious harm, threats of serious harm, the abuse or threatened abuse of law or legal process, or by means of a scheme, plan, or pattern intended to cause each Nurse to believe that, if the Nurse left their employment with MedPro, the Nurse would suffer serious harm, as described above including in paragraphs 80-201. Specifically, the venture obtained Nurses' labor by imposing and enforcing a contractual termination penalty that trapped the Nurses in difficult, low-paid jobs that they could not leave, as described above including in paragraphs 80-93, 145-54, 139, 156-69.

269. As a result of the conduct of Defendant and its agents, Plaintiffs and Class members have suffered damages in an amount to be determined at trial.

270. Plaintiffs and Class members are entitled to recover damages and reasonable attorneys' fees for the wrongful conduct of Defendant and its agents. 18 U.S.C. § 1595(a).

271. Plaintiffs and Class members continue to suffer harm as a result of Defendant's actions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs on behalf of themselves and the proposed Class pray this Court will enter an order:

1. Certifying the Class as appropriate;

2. Appointing Plaintiffs as Class representatives and counsel for Plaintiffs as Class counsel;

3. Entering judgment in favor of each of the Plaintiffs on all counts of the Complaint;

4. Awarding Plaintiffs monetary damages, subject to proof and in an amount to be determined at trial;

5. Awarding Plaintiffs damages for the mental anguish and pain and suffering Plaintiffs experienced as a result of being forced to labor against their will;

6. Awarding Plaintiffs punitive and exemplary damages;

7. Awarding Plaintiffs any and all other damages allowed by law according to proof to be determined at time of trial in this matter;

8. Awarding Plaintiffs prejudgment and post judgment interest;

9. Awarding Plaintiffs reasonable attorneys' fees and costs;

10. Awarding such other relief as the Court deems just and proper.

DEMAND FOR A JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs hereby demand a jury trial on all issues so triable.

DATED: September 29, 2026

/s/ Ashley T. Davis, Esq.

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