A Union of Professionals

American Federation
of Teachers, AFL-CIO

AFT Teachers
AFT PSRP
AFT Higher Education
AFT Public Employees
AFT Healthcare

555 New Jersey Ave. N.W.
Washington, DC 20001
202/879-4400
www.aft.org



VIA HAND DELIVERY

September 30, 2009

Curt Eysink, Executive Director
Louisiana Workforce Commission
1001 N. 23rd Street
Baton Rouge, LA 70802

Re: Complaint under La. Rev. Stat. § 23:101

Dear Executive Director Eysink:

This complaint is submitted by the Louisiana Federation of Teachers (LFT) and the American Federation of Teachers (AFT) on behalf of a group of Filipino teachers working for the school systems in Caddo Parish, East Baton Rouge Parish, Jefferson Parish and New Orleans (Recovery School District). The teachers are members of the Caddo Federation of Teachers & Support Personnel, AFT Local 4995; the East Baton Rouge Federation of Teachers, AFT Local 1560; the Jefferson Federation of Teachers, AFT Local 1559 and the United Teachers of New Orleans, Local 527.

This complaint and request for investigation is brought against Universal Placement International, Inc. (hereafter referred to as "Universal"), as a foreign corporation that is doing business in Louisiana as a "private employment service" as that term is defined in La. Rev. Stat. Ann. § 23:101. The basis for the complaint is that Universal has violated the Louisiana law that regulates private employment services, specifically, La. Rev. Stat. Ann. §§ 23:104-106, 111 and the regulations at La. Admin. Code Tit 40 §§ 103, 107 and 109.

We are seeking all appropriate remedies available under the statute against Universal, including restitution, fines, jail time, debarment, a declaration that all contracts executed by Universal with teachers working in Universal are void *ab initio* and attorneys' fees. This prayer for relief and the reasons for it are explained in full detail below.

## Background

In Louisiana, parish school systems are relying heavily on the use of Filipino teachers to fill vacancies for math, special education and other positions. Currently, there are over 200 teachers placed in five different school systems, including Avoyelles Parish, Caddo Parish, East Baton Rouge Parish, Jefferson Parish, and the Recovery School District (RSD). During the 2008-2009 school year,

East Baton Rouge Parish School System (EBRPSS) alone employed approximately 165 Filipino teachers.[1]

The Filipino teachers are recruited by Universal, a corporation organized under the laws of the State of California. The president of Universal is Lourdes ("Lulu") V. Navarro. Attached hereto as **Exhibit A** are corporation documents for Universal. PARS International Placement Agency (PARS) assists with the recruitment in the Philippines. Emilio V. Villarba, the principal corporate officer of PARS, is Navarro's brother.

Ms. Navarro is a convicted felon. In 2000, Ms. Navarro was convicted in California of health benefits (MediCal) fraud, grand theft, identity theft, money laundering, forged identification and white collar crime. She was also convicted of money laundering in New Jersey in 1993. The California conviction resulted in Navarro serving time in county prison, five years of probation and ordered to pay restitution in the amount of $200,000.00 to the State of California. Attached hereto as **Exhibit B** is evidence of the criminal convictions.

Universal advertises to school districts throughout the United States as a service that specializes in the recruitment and placement of qualified teachers with districts in need of teachers. Universal advertises that its services to the school districts are free. Attached hereto as **Exhibit C** is a Universal brochure and proposal to EBRPSS. All fees are collected from the non-immigrant teachers; the school systems pay nothing for Universal's services. The exception is the New Orleans Recovery School District, which paid Universal $47,500.00 to recruit twenty-five teachers.

The teachers are recruited by Universal and PARS and brought to the United States on H-1B specialty occupation visas. Universal and PARS required each of the candidates to pay approximately $6,600 in fees to be eligible for placement. These fees are charged to the candidates for the following purposes:

| | |
|---|---|
| $1000.00 | Marketing and licensing |
| $570.00 | Foreign transcript review |
| $3920.00 | Visa, petition, lawyer's fees and mailing |
| $130.00 | BPI Form 157 (payable to US Embassy) |
| $800.00 | Travel |
| $20.00 | Interview fee at US Embassy |
| $100.00 | Training |
| $60.00 | Medical exam |
| $6600.00 | Total |

[1] Due to the precarious legal position facing these teachers and the possibility of retaliation, we are not providing the name of each nonimmigrant teachers as of this date, but will do so as necessary to further the investigation and make restitution.

Attached hereto as **Exhibit D** is an e-mail communication from Ms. Navarro to the Associate Superintendant for Human Resources for EBRPSS itemizing the fees. Most of these fees are prohibited by U.S. immigration law from being charged to H-1B candidates and must be paid by the employer. See 8 U.S.C.A. § 1182(n)(2)(C)(vi)(II); 20 C.F.R. § 655.731.

The candidates then had interviews in Manila with officials from the school systems, whose trips to the Philippines were paid by Universal. Attached hereto as **Exhibit E** are documents confirming that Universal paid the cost of the trips to the Philippines for officials from EBRPSS and Caddo Parish to interview potential teachers. The cost of the airfare for EBRPSS officials was $20,241.90; for CPSS officials the amount was $8,3620.00

After the Filipino teachers received job offers, Universal then required the teachers to pay an additional placement fee of twenty percent (20%) of their first year's annual gross income, which averaged between $8,000 to $10,000 per teacher depending on their projected salary. In addition, the teachers were required to pay their own airfare and travel costs to the United States. Therefore, before leaving the Philippines each teacher has paid approximately $15,000.00 to Universal, before working a single day as a teacher. Attached hereto as **Exhibits F-K** are statements from Filipino teachers regarding their treatment by Universal and the payment of these fees.

Immediately after the teachers arrived in the United States from the Philippines, they were forced by Navarro to sign a contract with Universal. The contract provides that the teachers will pay ten percent (10%) of their gross monthly income for the first twenty-four (24) months of employment to Universal. Attached hereto as **Exhibit L** is a copy of the contract that Universal requires employees to sign. This amount specified in the contract is in addition to the twenty percent (20%) payment that was required prior to being permitted to travel to the United States. If a teacher questioned the terms of the contract, Universal threatened to take them back to the airport for a return flight to the Philippines.

As stated above, teachers paid $15,000.00, at a minimum, in order to get their jobs through Universal. In order to raise all this money, the teachers had to take out predatory loans charging interest rates of 3-5% monthly. Navarro and Villarba referred the teachers to specific lending agencies. The teachers were forced to make all payments in cash, and received handwritten receipts if any.

Universal extracts additional charges from the teachers using the visa renewal process. The typical length of an H-1B visa is three (3) years with the right to renew once for a total of six years. Rather than secure a three-year visa for the Filipino teachers, Universal secured one-year visas for the teachers that must be renewed

each year if they wish to continue teaching. The renewal fees, approximately $1,700.00, are charged by Universal to the teachers, not the school system.

In addition to the fees described above, Navarro has required the Filipino teachers to reside in housing that she arranged. In many cases, Navarro executed a lease on the teachers' behalf and she charged the teachers with rent that exceeded the amount required by the rental company.

Finally, Ms. Navarro holds the immigration documents of the teachers and will not provide them to the teachers unless they continue to pay all of these fees. Consequently, the teachers cannot return to the Philippines for holidays or bring their families to the U.S., as permitted by federal law. In other words, Ms. Navarro uses the immigration documents to coerce further payment from the teachers. These acts may violate federal criminal statutes as well. See 18 U.S.C.A. § 1592

**Louisiana Law – Private Employment Service**

Universal and Lulu Navarro have violated La. Rev. Stat. Ann. § 23:101 to 23:115, which regulates companies that recruit and place applicants with employers for a fee, defined in the statute as a "private employment service."[2]

First, Universal is not licensed to do business in the state as a private employment service and thus has violated Louisiana law. La. Rev. Stat. Ann. § 23:104. Attached hereto as **Exhibit M** is a list of private employment services registered with the Workforce Commission. As a result, Universal has violated all of the operational mandates in the Louisiana Administrative Code, which include:

- Failure to maintain an office in Louisiana with "an individual designated as the on-site manager for that location, or an on-site consultant who has successfully passed the private employment service examination." La. Admin. Code tit. 40 § 103.F.

- Failure to file a bond with the assistant secretary in the amount of $5,000. Id. at § 103.A;

- Failure to maintain an office in the state with all of the appropriate postings of its license to operate; approved applicant schedule of fees;

[2] Under Louisiana law, an "employment service" is defined as a person who for a fee: (a) offers or attempts to procure, directly or indirectly, employment for an applicant or candidate or (b) procures or attempts to procure an employee for an employer. La. Rev. Stat. Ann. § 23:101.7. An "exclusively employer fee paid service" means a licensee who only charges employers for services and who has made written certification to the Louisiana Workforce Commission that it is an "exclusively" employer fee paid service. La. Rev. Stat. Ann. § 23:101.8.

and a copies of the Rules and Regulations Governing Private Employment Services. Id. at § 103.E

In addition, by not obtaining the required license, Universal avoided initial licensing requirements described in the administrative code.[3] Significantly, a licensee must certify that they have never been convicted of a crime or explain the circumstances of such convictions. See, La. Admin. Code tit. 40 § 109.e. As noted above, Ms. Navarro has been convicted of money laundering in New Jersey and MediCal fraud and identity theft in California. As a convicted felon, Universal would never have been permitted to do business as a private employment service in Louisiana.

In addition to these operational failures, Universal has engaged in conduct prohibited by the Louisiana regulations at La. Admin. Code tit. 40 § 107:

- Universal violated § 107.A.2 with respect to each of the twenty (20) teachers in the Recovery School District in New Orleans for which Universal was paid $47,500.00 by the RSD for its services. **Exhibit N.** In addition to these fees, Universal collected its customary fees from the teachers who were brought to Louisiana on H-1B visas. Accordingly, Universal collected fees from both the employer and the applicant in violation of La. Admin. Code tit. 40 §107.A.2.

- Universal violated § 107.A.5 by charging each of the teachers employed in Louisiana its customary fees prior to arriving in Louisiana.

- Universal violated § 107.6 by charging its customary fees to applicants who were never employed by a school system in Louisiana.

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[3] La. Admin. Code tit. 40 § 109 requires a company that is seeking a private employment service license to provide:

a. Three notarized statements from character references.
b. The proposed applicant's contract must be submitted and approved by the assistant commission.
c. Licensees, managers, and/or on-site consultants must pass a written examination, administered by the Office of Regulatory Services, with a score of at least 80 percent.
d. Each proposed licensee must submit a resume detailing his/her business involvement during the preceding 10 years.
e. Each proposed licensee must submit a letter stating whether or not he/she has ever been convicted of a felony or misdemeanor. If he/she has been convicted, full particulars must be given including the offense, the date, the sentence and the court in which the proceeding occurred.
f. A license shall be required for each employment service operated or advertised.
g. Each licensee shall pay a $300 investigation fee.

**Request for Relief**

As is demonstrated by this memorandum and the documentary evidence attached, Universal has violated the Louisiana private employment service statute. Consequently, we are requesting that the Louisiana Workforce Commission enforce the statute and pursue all remedies available under the law. Specifically, we are requesting relief for violations of Louisiana law on behalf of the Filipino teachers who are members of Caddo Federation of Teachers & Support Personnel, AFT Local 4995; the East Baton Rouge Federation of Teachers, AFT Local 1560; the Jefferson Federation of Teachers, AFT Local 1559 and the United Teachers of New Orleans, Local 527, pursuant to La. Rev. Stat. Ann. § 23:108.C.

First and foremost, these teachers require relief from the illegal contracts that binds them to Universal. Because these contracts violate Louisiana law and have not been authorized by the Workforce Commission, they violate public policy and should be declared void *ab initio*. Pursuant to 23:108.B(1), Universal should be barred from operating in Louisiana for violating the statute.

In addition, the private employment service statute provides that an applicant who prevails against a placement service is entitled to a refund of its fees at the discretion of the assistant secretary. La. Rev. Stat. Ann. § 23:108.C. We are seeking a return of all fees collected from the teachers who are members of the Locals named above. Such refund of fees should include the $15,000.00 improperly collected from each of the teachers prior to their employment in Louisiana and any monies paid by the teachers to Universal since employment.

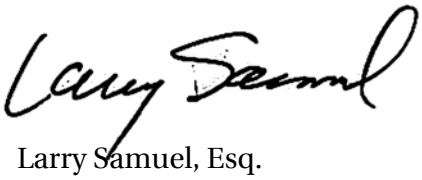
The private employment service statute provides, at § 23:113, that: "[a]person who acts as an employment service without a license as provided in this Part shall be guilty of a misdemeanor punishable by a fine of not less than fifty nor more than five hundred dollars, by imprisonment for not more than six months, or both." Given the serious and repeated violations by Universal and Ms. Navarro, we request that the Louisiana government impose fines and criminal penalties against Ms. Navarro for each violation that has been committed.

Finally, we are seeking attorneys' fees pursuant to La. Rev. Stat. Ann. § 23:108.B(2).

We look forward to cooperating with the Louisiana Workforce Commission in its investigation and prosecution of this action against Universal. In this connection, we stand ready to provide additional supporting documentation and, if necessary, statements from teachers who have been harmed by Universal's improper actions.

Respectfully submitted,

Daniel McNeil
Associate Director, Legal Department
American Federation of Teachers, AFL-CIO



Larry Samuel, Esq.
Rittenberg, Samuel & Phillips, LLC
Attorney for Louisiana Federation of Teachers

cc: Steve Monaghan, President, Louisiana Federation of Teachers
Jackie Lansdale, President, Caddo Federation of Teachers & Support Personnel, AFT Local 4995
Carnell Washington, President, East Baton Rouge Federation of Teachers, AFT Local 1560
Meladie Munch, President, Jefferson Federation of Teachers, AFT Local 1559
Larry Carter, President, United Teachers of New Orleans, Local 527

EXHIBIT A

COMMERCIAL DIVISION
Corporations Database

***Louisiana Secretary of State***
***Detailed Record***

Charter/Organization ID: 36582144F

Name: UNIVERSAL PLACEMENT INTERNATIONAL, INC.

Type Entity: Business Corporation (Non-Louisiana)

Status: Active

Annual Report Status: In Good Standing **Add Certificate of Good Standing to Shopping Cart**

Last Report Filed on 10/27/2008

Mailing Address: 3345 WILSHIRE BOULEVARD, STE. 407, LOS ANGELES, CA 90010

Domicile Address: 3345 WILSHIRE BOULEVARD, STE. 407, LOS ANGELES, CA 90010

Principal Office: 3345 WILSHIRE BOUELVARD, STE. 407, LOS ANGELES, CA 90010

Principal Bus. Est. in Louisiana: 3867 PLAZA TOWER, 1ST FLOOR, BATON ROUGE, LA 70816

Qualified: 11/05/2007

Registered Agent (Appointed 11/05/2007): UCS OF LOUISIANA, INC., 3867 PLAZA TOWER DR., 1ST FLOOR, BATON ROUGE, LA 70816

Director: LOURDES NAVARRO, 3345 WILSHIRE BOULEVARD, STE. 407, LOS ANGELES, CA 90010

Amendments on File
DISCLOSURE OF OWNERSHIP (11/05/2007)

New Search | View Cart

EXHIBIT A

STATE OF LOUISIANA

SECRETARY OF STATE

JAY DARDENNE
SECRETARY OF STATE

Commercial
(225) 925-4704

Administrative Services
(225) 925-4704

Fax
(225) 925-4726
(225) 922-0435

Uniform Commercial Code
(225) 342-5542

Fax
(225) 342-7011

# TRANSMITTAL INFORMATION
## For All Business Filings

***Registered agent, officer, entity status information available via the Internet***

UNIVERSAL PLACEMENT INTERNATIONAL, INC.

Business Name (List *exactly* as it appears in documents)

LULU NAVARRO 213 - 3898878

Name of person filing document (evidence of filing will be mailed to this person, at address below) Daytime phone number

3345 WILSHIRE BLVD. STE. 407

Address

LOS ANGELES, CA 90010

City State Zip Code

**NOTE: Louisiana notaries must print or type their name and include their notary or bar roll number.**

Mailing Address: P. O. Box 94125, Baton Rouge, LA * 70804-9125
Office Location: 8549 United Plaza Blvd., Baton Rouge, LA * 70809
Web Site Address: www.sos.louisiana.gov

EXHIBIT B

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
WEST JUSTICE CENTER
FEB 08 2000
ALAN SLATER, Clerk of the Court
BY: DEPUTY
MARTHA VARELA

BILL LOCKYER, Attorney General
of the State of California
THOMAS A. TEMMERMAN,
Senior Assistant Attorney General
Bureau of Medi-Cal Fraud & Elder Abuse
HARDY R. GOLD, State Bar No. 113328
Supervising Deputy Attorney General
Bureau of Medi-Cal Fraud & Elder Abuse
110 West A Street, Suite 1100
P.O. Box 85266
San Diego, California 92186-5266
Telephone: (619) 645-2429
Attorneys for State of California

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF ORANGE, WEST DISTRICT**

| | |
|---|---|
| **PEOPLE OF THE STATE OF CALIFORNIA,**<br><br>**Plaintiff,**<br><br>**vs.**<br><br>**HOSPITAL CIRCLE MEDICAL LABORATORIES, INC., IMRAN SHAMS a/k/a SAM, LOURDES NAVARRO a/k/a LINDA NAVARRO and ZUBAIR MAIN YOUNIS,**<br><br>**Defendants.** | **Case No.** DJ00WF0152<br><br>AG Docket No. LA99MC2837<br><br>**FIRST AMENDED COMPLAINT**<br><br>Ct. 1: Health benefits fraud<br>Ct. 2: Grand theft<br>Sp. Allegation: Loss over $50,000<br>Sp. Allegation: Loss over $150,000<br>Sp. Allegation: Loss over $1 million<br>Ct. 3: Money laundering<br>Ct. 4: Identity theft<br>Ct. 5: Identity theft<br>Ct. 6: Identity theft<br>Ct. 7: Fictitious driver's license<br>Sp. Allegation: White Collar Crime, Loss over $100,000<br>Sp. Allegation: Limit on Grant of Probation |

The undersigned complains that before the making of this first amended complaint that defendants HOSPITAL CIRCLE MEDICAL LABORATORIES, INC. ("HOSPITAL CIRCLE"), IMRAN SHAMS also known as SAM ("SHAMS"), LOURDES NAVARRO also known as LINDA NAVARRO ("NAVARRO") and ZUBAIR MAIN YOUNIS ("YOUNIS") committed the following crimes in the County of Orange, State of California, and elsewhere:

///

defendants HOSPITAL CIRCLE, SHAMS, NAVARRO, and YOUNIS, with the intent to do so, took, damaged and destroyed property of a value exceeding $150,000, within the meaning of Penal Code §12022.6(a)(2).

**SPECIAL ALLEGATION: EXCESSIVE LOSS OVER $1 MILLION**

**Penal Code §12022.6(a)(3)**

It is further alleged that in the commission of the above offenses, counts 1 and 2, that defendant HOSPITAL CIRCLE, SHAMS, NAVARRO, and YOUNIS , with the intent to do so, took, damaged and destroyed property of a value exceeding $1 million ($1,000,000), within the meaning of Penal Code §12022.6(a)(3).

**COUNT 3**

**MONEY LAUNDERING**

**Penal Code §186.10(a)(2)**

On or about December, 1998, through approximately August 17, 1999, in the County of Orange, California, and elsewhere, defendants HOSPITAL CIRCLE, SHAMS, NAVARRO, and YOUNIS, laundered money in that they did willfully and unlawfully conduct or aid and abet transactions involving instruments of a total value exceeding five thousand dollars, knowing that such monetary instruments represent the proceeds of, or are derived directly or indirectly from the proceeds of criminal activity in violation of Penal Code §186.10(a)(2) a felony.

**COUNT 4**

**IDENTITY THEFT**

**Penal Code §530.5(a)**

Beginning in or before December, 1998, through approximately August 17, 1999, in the County of Orange, California, and elsewhere, defendants HOSPITAL CIRCLE, SHAMS, NAVARRO, and YOUNIS, did willfully and unlawfully obtain personal identifying information of John P. Chard, M.D., without authorization, and used that information for an unlawful purpose and to obtain, and attempt to obtain, credit, goods, services and information through the use of said

personal identifying information, without the consent of Dr. Chard, in violation of Penal Code §530.5(a), a felony.

**COUNT 5**

**IDENTITY THEFT**

**Penal Code §530.5(a)**

Beginning in or before December, 1998, through approximately August 17, 1999, in the County of Orange, California, and elsewhere, defendants HOSPITAL CIRCLE, SHAMS, NAVARRO, and YOUNIS, did willfully and unlawfully obtain personal identifying information of Roger Lee Crumley, M.D., without authorization, and used that information for an unlawful purpose and to obtain, and attempt to obtain, credit, goods, services and information through the use of said personal identifying information, without the consent of Dr. Crumley, in violation of Penal Code §530.5(a), a felony.

**COUNT 6**

**IDENTITY THEFT**

**Penal Code §530.5(a)**

Beginning in or before December, 1998, through approximately August 17, 1999, in the County of Orange, California, and elsewhere, defendants HOSPITAL CIRCLE, SHAMS, NAVARRO, and YOUNIS, did willfully and unlawfully obtain personal identifying information of Greg Eugene Barron, M.D., without authorization, and used that information for an unlawful purpose and to obtain, and attempt to obtain, credit, goods, services and information through the use of said personal identifying information, without the consent of Dr. Barron, in violation of Penal Code §530.5(a), a felony.

**COUNT 7**

**FICTITIOUS DRIVER'S LICENSE: Vehicle Code §14610(a)(1)**

**(Defendant Navarro only)**

On or about January 24, 2000, in the County of Los Angeles, California, at the time of her

arrest, defendant NAVARRO, knowingly had in her possession a fictitious California driver's license, in violation of Vehicle Code §14610(a)(1), a misdemeanor.

**SPECIAL ALLEGATION: AGGRAVATED WHITE COLLAR CRIME**

**Penal Code §186.11(a)(3)**

It is further alleged that the offenses set forth in counts 1, 2, 3, 4, 5, and 6 committed by defendants HOSPITAL CIRCLE, SHAMS, NAVARRO, and YOUNIS are related felonies, a material element of which is fraud, which involve a pattern of related felony conduct, and the pattern of related felony conduct involves the taking of more than one hundred thousand dollars ($100,000), within the meaning of Penal Code §186.11(a).

**SPECIAL ALLEGATION: PROBATION LIMITATION**

**Penal Code §1203.045**

It is further alleged that the property taken by defendants SHAMS, NAVARRO, and YOUNIS in the commission of the above offenses set forth herein above, which property the defendants intended to take, was of a value in excess of one hundred thousand dollars, within the meaning of Penal Code §1203.045, thereby requiring defendants be denied probation.

**DECLARATION**

I declare under penalty of perjury that the foregoing is true and correct. Executed on the 8th day of February, 2000, at Westminster, California.

DAVID BAROWAY
Special Agent,
California Department of Justice
Bureau of Medi-Cal Fraud and Elder Abuse

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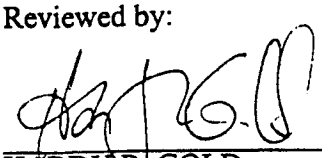
EXHIBIT B

Reviewed by:



HARDY R. GOLD
Supervising Deputy Attorney General
for
BILL LOCKYER
Attorney General

Preliminary Hearing Time Estimate: 1 day

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EXHIBIT B

SUPERIOR CC RT THE STATE OF CALIFORI , C JNTY OF ORANGE

# MINUTE ORDER

**Case Number 00WF0152 F A**

**People Vs Navarro, Lordes**

Report Request Criteria
1. Docket Date Range : Date filter
2. Sequnce Number Range : Sequence filter
3. Docket Category : Category filter

| Docket Dt | Seq | Text |
|---|---|---|
| 05/23/00 | 1 | **Hearing for 05/23/2000 on 08:30:00 AM , in W20 for SENT .** |
| | 2 | Officiating Judge: Robert Gallivan , Judge |
| | 3 | Clerk: M. Varela |
| | 4 | Bailiff: C. Patton . |
| | 5 | Court Reporter: Alice Wilbur |
| | 6 | Defendant present in Court with counsel Robert Ramsey , Retained Attorney . |
| | 7 | Defendant also represented by John Nese - Retained Attorney . |
| | 8 | People represented by Hardy Gold , Deputy Attorney General, present. |
| | 9 | Defendant waives statutory time for Sentencing . |
| | 10 | Defendant requests immediate sentencing. |
| | 11 | Probation report waived. |
| | 12 | No legal cause why judgment should not be pronounced and defendant having Pled Guilty to 550(a)(6) PC as charged in count 1 , defendant is sentenced to State Prison for Low term of 2 Years . |
| | 13 | Court finds enhancement pursuant to 12022.6(a)(3) PC charged and found true in count 1 . Court imposes term of 3 Years . Sentence to be consecutive to sentence on count 1 . |
| | 14 | Sentence on count 2,3,4,5,6,7 is stayed pending successful completion of sentence on count 1 , then permanently stayed. |
| | 15 | Execution of State Prison sentence is suspended and defendant is placed on 5 Years FORMAL PROBATION on the following terms and conditions: |
| | 16 | Serve 365 Days Orange County Jail . Credit for time served: 117 actual, 58 conduct, totaling 175 days. |
| | 17 | Pay $200.00 State Restitution Fine pursuant to Penal Code 1202.4(b). |
| | 18 | Pay restitution in the amount as determined and directed by Probation Officer . |
| | 19 | Submit your person and property including any residence, premises, container, or vehicle under your control to search and seizure at any time of the day or night by any law enforcement or probation officer with or without a warrant, and with or without reasonable cause or reasonable suspicion. |
| | 20 | Seek training, schooling, or employment and maintain residence as approved by Probation Department. |
| | 21 | Do not associate with anyone disapproved of by your Probation Officer. |

EXHIBIT B

SUPERIOR C( RT F THE STATE OF CALIFORI , ( JNTY OF ORANGE

# MINUTE ORDER

**Case Number 00WF0152 F A**

**People Vs Navarro, Lordes**

Report Request Criteria
1. Docket Date Range : Date filter
2. Sequnce Number Range : Sequence filter
3. Docket Category : Category filter

| Docket Dt | Seq | Text |
|---|---|---|
| 05/23/00 | 22 | Obey all laws, orders, rules, and regulations of the Court, Jail, and Probation . |
| | 23 | Violate no law. |
| | 24 | Defendant accepts terms and conditions of probation. |
| | 25 | Pay the costs of probation based on the ability to pay as directed by the Probation Officer. |
| | 26 | Defendant to report to Probation Officer within 72 hours . |
| | 27 | Defendant agrees to pay restitution and investigative costs totalling $200,000.00 by 12-01-00 and defendant agrees to abide by all terms of confidential plea agreement . |

EXHIBIT B

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
**AND FOR THE COUNTY OF ORANGE**

DJ00WF0152 PEOPLE VS. Lourdes Navarro

GUILTY PLEA IN THE SUPERIOR COURT

1. My true full name is LOURDES NAVARRO. I am represented by JOHN J NEESE who is my attorney.

2. I understand that I am pleading guilty and admitting the following offenses, prior convictions and special punishment allegations, carrying possible penalties as follows:

| Ct. | Charge | Sentence Range in Years (Circle if a particular sentence has been agreed on) | Enhancements | yrs | Term for Priors | yrs | Total Penalty Years |
|---|---|---|---|---|---|---|---|
| 1 | PC 550(a)(6) | 2-3-5 | 12022.6(a)(3) | 3 | | | 8 |
| 2 | PC 487(a) | 16m-2-3 | " | 3 | | | PC 654 |
| 3 | PC 186.10(b)(2) | 16m-2-3 | | | | | PC 654 |
| 4 | PC 530.5(a) | 16m-2-3 | | | | | PC 654 |
| (See additional counts next page) | | | | | | Maximum Total Punishment | 8 |

2a. ☒ I understand that I am ineligible for probation and will serve a state prison sentence for count(s) _____ of the information to which I am pleading guilty.

2b. ☒ I understand for persons sentenced to state prison the following terms of parole apply after expiration of the prison term.

☒ Determinate sentence: 3 years parole plus 1 year maximum confinement on revocation. An additional year of confinement can be imposed for my misconduct during the year of my revocation confinement. P.C. 3057

☒ Life sentence non-murder case: 5 years parole plus 1 year maximum confinement on each revocation. (Maximum total revocation confinement is 2 years.)

☒ Life sentence murder conviction:
1st degree murder: 7 years to life parole.
2nd degree murder: 5 years to life parole.

2c. ☒ I understand that it is absolutely necessary all plea agreements, promises of particular sentences or sentence recommendations by completely disclosed to the court on this form.

3. ☒ I understand that I have the right to be represented by an attorney at all stages of the proceedings until the case is terminated and that if I cannot afford an attorney, one will be appointed free of charge.

4. ☒ I understand that I have a right to a speedy and public trial by jury. I hereby waive and give up this right.

5. ☒ I understand that I have the right to be confronted by the witnesses against me and to cross examine them myself or through an attorney. I hereby waive and give up these rights.

6. ☒ I understand that I have the right to testify on my own behalf but that I cannot be compelled to be a witness against myself, and may remain silent if I so choose. I hereby waive and give up these rights.

7. ☒ I understand that I have the right to call witnesses to testify in my behalf and to invoke the compulsory process of the court to subpoena those witnesses. I hereby waive and give up these rights.

8. ☒ I understand that if I am not a citizen of the United States the conviction for the offense charged will have the consequence of deportation, exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.

9. ☒ I understand that I will be required to register as a sex offender pursuant to Section 290 of the Penal Code.

10. ☒ I understand that I will be required to provide blood/saliva samples as required under Section 290.2 of the Penal Code.

11. ☒ I understand that I will be required to register as a narcotic offender pursuant to Section 11590 of the Health and Safety Code.

12. ☒ I understand that I have the right to appeal the Superior Court's denial of my Penal Code Section 1538.5 motion (suppression of evidence motion) in this case. I hereby waive and give up this right.

13. ☒ I understand that I have the right to receive credit for all time I have spend in custody prior to my sentencing in this case (both work time and good time). I hereby waive and give up this right.

EXHIBIT B

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
**AND FOR THE COUNTY OF ORANGE**

DJ00WF0152 PEOPLE VS. LOURDES NAVARRO

GUILTY PLEA IN THE SUPERIOR COURT

1. My true full name is LOURDES NAVARRO. I am represented by JOHN J. NESE who is my attorney.

2. I understand that I am pleading guilty and admitting the following offenses, prior convictions and special punishment allegations, carrying possible penalties as follows:

Additional Counts

| Ct. | Charge | Sentence Range in Years (Circle if a particular sentence has been agreed on) | Enhancements | yrs | Term for Priors | yrs | Total Penalty Years |
|---|---|---|---|---|---|---|---|
| 5 | PC 530.5(a) | 16m-2-3 | | | | | PC 654 |
| 6 | PC 530.5(a) | 16m-2-3 | | | | | PC 654 |
| 7 | VC 14610(a)(1) | 6m | | | | | 6m |
| | | | | | | | |
| | | | | | Maximum Total Punishment | | 8y 6m |

2a. ☐ I understand that I am ineligible for probation and will serve a state prison sentence for count(s) _____ of the information to which I am pleading guilty.

2b. ☐ I understand for persons sentenced to state prison the following terms of parole apply after expiration of the prison term.

- ☐ Determinate sentence: 3 years parole plus 1 year maximum confinement on revocation. An additional year of confinement can be imposed for my misconduct during the year of my revocation confinement. P.C. 3057
- ☐ Life sentence non-murder case: 5 years parole plus 1 year maximum confinement on each revocation. (Maximum total revocation confinement is 2 years.)
- ☐ Life sentence murder conviction:
  1st degree murder: 7 years to life parole.
  2nd degree murder: 5 years to life parole.

2c. ☐ I understand that it is absolutely necessary all plea agreements, promises of particular sentences or sentence recommendations by completely disclosed to the court on this form.

3. ☐ I understand that I have the right to be represented by an attorney at all stages of the proceedings until the case is terminated and that if I cannot afford an attorney, one will be appointed free of charge.

4. ☐ I understand that I have a right to a speedy and public trial by jury. I hereby waive and give up this right.

5. ☐ I understand that I have the right to be confronted by the witnesses against me and to cross examine them myself or through an attorney. I hereby waive and give up these rights.

6. ☐ I understand that I have the right to testify on my own behalf but that I cannot be compelled to be a witness against myself, and may remain silent if I so choose. I hereby waive and give up these rights.

7. ☐ I understand that I have the right to call witnesses to testify in my behalf and to invoke the compulsory process of the court to subpoena those witnesses. I hereby waive and give up these rights.

8. ☐ I understand that if I am not a citizen of the United States the conviction for the offense charged will have the consequence of deportation, exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.

9. ☐ I understand that I will be required to register as a sex offender pursuant to Section 290 of the Penal Code.

10. ☐ I understand that I will be required to provide blood/saliva samples as required under Section 290.2 of the Penal Code.

11. ☐ I understand that I will be required to register as a narcotic offender pursuant to Section 11590 of the Health and Safety Code.

12. ☐ I understand that I have the right to appeal the Superior Court's denial of my Penal Code Section 1538.5 motion (suppression of evidence motion) in this case. I hereby waive and give up this right.

13. ☐ I understand that I have the right to receive credit for all time I have spend in custody prior to my sentencing in this case (both work time and good time). I hereby waive and give up this right.

EXHIBIT B

14. ☒ I understand that under the Fourth and Fourteenth Amendments of the United States Constitution, I have a right to be free from unreasonable searches and seizures. I hereby waive and give up this right, and further agree for the period during which I am on probation, to submit my person and property, including any residence, premises, container or vehicle under my control to search and seizure at any time of the day or night by any law enforcement or probation officer with or without a warrant, and with or without reasonable cause, or reasonable suspicion.

15. ☒ I understand that I have the right to reject probation and I hereby waive and give up that right and accept probation on all the terms and conditions contained in Page 3 of this form.

16. ☒ My lawyer has told me that if I plead ~~guilty~~ no contest to the felony charge(s), enhancement(s), and prior conviction(s) as listed on page 1 of this form, the Court will require me to pay restitution to the victim as determined (G.C. § 13967(c) and/or a restitution fine of between $200 and $10,000 [G.C. § 13967(a)] and will: (circle one)

(a) Sentence me to state prison for the term prescribed by law, which term is _____ years in the penitentiary. I waive and give up my right to make application for probation and request immediate sentence.

(b) Consider my application for probation before sentence is pronounced. I understand the court may send me to state prison for a maximum of _____ years.

(c) Grant me probation under the conditions set forth in page 3 (attached) that I have signed and initialed. I understand that if I violate my probation, the court may send me to the penitentiary for a maximum of 5 years on this case. for terms of Confidential Plea Agreement

(d) Commit me to CYA ☐ Commit me pursuant to 1203.03 PC ☐ Institute CRC proceedings ☐

(e) Other All cases below §17 are concurrent, Def. agrees to plead no contest to 1 ct. in each case in Orange County, West Court.

17. ☒ I certify all other cases pending against me in the County and their proposed disposition are as follows:
Los Angeles County Cases: Burbank #GA040021 & #GA040022, and Van Nuys #035275, which will be transferred to Orange County, West Court

18. ☒ I understand that a plea of ~~guilty~~ no contest to this offense may also constitute an admission that I violated a former grant of probation and may result in additional penalties being imposed.

19. ☒ I have discussed the charge(s), the facts and the possible defenses with my attorney.

20. ☒ I offer my plea of "~~Guilty~~ no contest" freely and voluntarily and with full understanding of all the matters set forth in the pleading and in this form. No one has made any threats, used any force against myself, family or loved ones, or made any promises to me except as set out in this form, in order to convince me to plead ~~guilty~~ no contest.

21. ☒ I offer to the court the following facts as the basis for my plea of guilty to a felony:
From December, 1998 through August, 1999, in Orange County, I, along with others conspired and acted to knowingly, willfully cause false claims to be submitted to Medi-Cal, which caused a loss to Medi-Cal in excess of $1 million. The proceeds were laundered into cash, and I also used the names of doctors Chardy, Barron, & Crumley without their permission to create false documents in support of the money stolen from Medi-Cal. I additionally had in my possession a false driver's license in the name of Carlos Rosado.

no contest no contest

22. ☒ I understand each and every one of the rights outlined above and I hereby waive and give up each of them in order to enter my plea to the above charge(s). I am entering a plea of ~~guilty~~ because I am in fact ~~guilty~~ and for no other reason. I declare under penalty of perjury that I have read, understood, and personally initialed each item above and discussed them with my attorney, and everything on this form is true and correct. The signing and filing of this form is CONCLUSIVE EVIDENCE I have plead guilty to the enumerated charges herein.

EXECUTED at Westminster, California.

DATED 5/8/00 SIGNED _____
Defendant

23. ☐ DEFENDANT'S ATTORNEY ONLY – I am attorney of record and I have explained each of the above rights to the defendant, and having explored the facts with him/her and studied his/her possible defenses to the charge(s), I concur in his/her decision to waive the above rights and to enter a plea of guilty. I further stipulate this document may be received by the court as evidence of defendant's intelligent waiver of these rights and that it shall be filed by the clerk as a permanent record of that waiver. No promises of a particular sentence or sentence recommendation have be made by myself or to my knowledge by the prosecuting attorney or the court which have not been fully disclosed in this form.

DATED 5/8/00 SIGNED _____
Attorney

24. ☐ FOR THE PEOPLE: Date 5-8-00 DEPUTY ~~DISTRICT~~ ATTORNEY General
(After reading, initialing and signing, give to courtroom clerk)

EXHIBIT B

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
**IN AND FOR THE COUNTY OF ORANGE**

C-DJ00WF0152 PEOPLE vs. LOURDES NAVARRO

PROBATION/SENTENCING (SUPERIOR COURT)

1. [E] State Prison for 5 yrs. -0- mos. Execution suspended. Placed on probation for 5 years.
2. [X] Imposition of sentence suspended. Placed on probation for _____ years.
3. [X] Sentenced to the County jail for _____. Execution suspended. Placed on probation for _____ years

**TERMS AND CONDITIONS OF PROBATION**

4. [E] Supervised OR [X] Probation Department relieved of supervision.
5. [E] Spend 365 in County jail. Credit 100 days actual time served and 50 days good/work time. Stay granted until _____.
6. [X] Pay fine of: _____ (up to $10,000 for most felonies. PC 672)
   _____ (up to $20,000 for selected drug offenses. H&S 11372)
   _____ (up to $50,000 for selected serious drug offenses H&S 11352.5)
   plus penalty assessment.

6a. [E] Pay restitution fine of 200. (Minimum of $200 to maximum of $10,000 on all felonies. GC 13967(a).)

7. [E] Make full restitution in amounts and manner as determined by the court in count(s) 1 & 2 (See: #22)
8. [X] Reimburse the _____ Police Department as determined by the court.
9. [X] Register pursuant to Section 11590 of the Health and Safety Code.
10. [X] Register pursuant to Section 290 of the Penal Code.
11. [X] Not be in the presence of minor children under the age of 18 unless accompanied by responsible adult(s) over 21 years of age and approved by probation officer.
12. [X] Use no unauthorized drugs, narcotics or controlled substances and submit to drug or narcotic testing program as directed by probation or police officer.
13. [E] Submit your person and property, including any residence, premises, container or vehicle under your control to search and seizure at any time of the day or night by any law enforcement or probation officer with or without a warrant, and with or without reasonable cause, or reasonable suspicion.
14. [X] Cooperate with probation officer in plan for (psychological or psychiatric) (alcohol and/or drug) treatment.
15. [X] Have no blank checks in possession, not write any portion of any checks, not have checking account nor use or possess credit cards or open credit accounts unless approved by probation.
16. [E] Seek training, schooling or employment and maintain residence and associates as approved by probation.
17. [X] Not own, use or possess any type of dangerous or deadly weapon.
18. [E] Obey all laws, orders, rules and regulations of the Probation Department, Court and jail.
19. [E] Violate no law.
20. [X] All of the below apply unless lined out
    a. Not drive a motor vehicle with a measurable amount of alcohol in the blood.
    b. Submit to a chemical test of my blood on demand of any peace or probation officer.
    c. Not be present in any establishment where the primary items for sale are alcoholic beverages.
    d. Not consume any alcoholic beverages.
    e. Not drive a motor vehicle without a valid California driver's license on my person.
21. [X] Not in any manner, directly or indirectly, initiate contact with nor communicate with _____
22. [E] Other conditions: Defendant agrees to pay restitution & investigative Costs; totalling $200,000 by Dec 1, 2x & Defendant agrees to abide by all terms of Confidential Plea Agreement
23. [E] Pay cost of probation in the amount of $_____ per month as directed by Probation Officer, to begin_____.
24. [X] Pay lab analysis fee of $50.00 (mandatory) for each specified drug offense conviction (H&S 11372.5).
25. [E] I understand that the Court ultimately determines the conditions of probation and I have the right to request the Court to modify or strike any condition imposed by the Probation Department that I feel is unreasonable.

I have read and agree to all the conditions of probation I have initialed above.

DATED: _____ _____
Defendant

EXHIBIT B

State of New Jersey

New Jersey Superior Court

HUDSON County
TAPE

V.

Law Division - Criminal

[x] Judgment of Conviction
[ ] Change of Judgment
[ ] Order for Commitment
[ ] Indict/AccDismissed
[ ] Judgment of Acquittal

Lourdes Navarro
Defendant (Specify Complete Name)

1-26-59 DATE OF BIRTH
n/a S.B.I. #
N/A DATE OF ARREST
4-29-03 DATE IND/ACC FILED
4-29-03 DATE OF ORIGINAL PLEA
[ ] NOT GUILTY [x] GUILTY ORIGINAL PLEA

ADJUDICATION BY: DATE
[x] GUILTY PLEA 4-29-03
[ ] JURY TRIAL
[ ] NON-JURY TRIAL
[ ] DISMISSED/ACQUITTED

ORIGINAL CHARGES

| IND/ACC NO. | Count | Description | Degree | Statute |
|---|---|---|---|---|
| 545-03 | 1 | Money laundering | | 2C:21-25C |

FINAL CHARGES

| Count | Description | Degree | Statute |
|---|---|---|---|
| 1 | Money Laundering | 3 | 2C:21-25C |

It is, therefore, on April 29, 2003 **ORDERED AND ADJUDGED** that the defendant is sentenced as follows:

Probation for 2 yrs, concurrent to California Probation.
Serve probation in California.
Dimiss complaint # W395812.
LEOTEF-$30.00
SNSF-$75.00
Right to appeal.

[ ] The court finds that the defendant's conduct was characterized by a pattern of repetitive and compulsive behavior.
[ ] The Court finds that the defendant is amenable to sex offender treatment.
[ ] The Court finds that the defendant is willing to participate in sex offender treatment.

[ ] It is further **ORDERED** that the sheriff deliver the defendant to the appropriate correctional authority.
[ ] Defendant is to receive credit for time spent in custody. (R. 3:21-8).
TOTAL NO. DAYS DATES(From/To)

TOTAL NO. DAYS DATES(From/To)
[ ] Defendant is to received gap time credit for time spent in custody (N.J.S.A. 2C:44-5b(2)).

TOTAL NO. DAYS DATES(From/To)
Total Custodial Term _____ Institution _____ Total Probation Term 2 yrs.

Administrative Office of the Courts CPO106(Rev. 7/94) Replaces LR-34 & LR-35
State Bureau of Identification CDR 4 (Rev. 7/94)
**COPIES TO: CHIEF PROBATION OFFICER, STATE POLICE, AOC CRIMINAL PRACTICE, DEPT OF CORRECTIONS OR COUNTY PENAL INSTITUTION**

I, Joseph F. Davis, Deputy Clerk of the Superior Court of New Jersey, County of Hudson, do hereby certify that the foregoing is a true and correct copy of the original on file in my office.
Joseph F. Davis
Deputy Clerk of the Superior Court
Dated: 4/5/07

EXHIBIT "A"

EXHIBIT B

State v. Lourdes Navarro SBI# n/a Pros. File 01-950

**TOTAL FINE** $_____

**TOTAL RESTITUTION** $_____

If the offense occurred on or after December 23, 1991, an assessment of $50 is imposed on each count on which the defendant was convicted unless the box below indicates a higher assessment pursuant to N.J.S.A. 2C:43-3.1. (Assessment is $30 if offense is on or after January 9, 1986 but before December 23, 1991, unless a higher penalty is noted. Assessment is $25 if offense is before January 9, 1986.)

[x] Assessments imposed on count(s)

1 is $ 50.00 each.

**TOTAL VCCB ASSESSMENT** $ 50.00

[ ] Installment payments are due at

rate of $_____ per _____,

beginning through probation (Date).

If any of the offenses occurred on or after July 9, 1987, and is for a violation of Chapter 35 or 36 of Title 2C,

1) A mandatory Drug Enforcement and Demand Reduction (D.E.D.R.) penalty is imposed for each count. (Write in # times for each.)

____1st Degree @ $3000 ___4th Degree @ 750
____2nd Degree @ $2000 ___Disorderly Persons or Petty
____3rd Degree @ $1000 ___Disorderly Persons @ 500.
**TOTAL D.E.D.R PENALTY** $_____

[ ] Court further ORDERS that collection of the D.E.D.R. penalty be suspended upon defendant's entry into a residential drug program for the term of the program.

2) A forensic laboratory fee of $50 per offense is ORDERED.
_____ Offenses @ $50. **TOTAL LAB FEE** $_____

3) Name of Drugs Involved _____

4) A mandatory driver's license suspension of____ months is **ORDERED**.

The suspension shall begin today, _____and end _____

Driver's License Number_____

(IF THE COURT IS UNABLE TO COLLECT THE LICENSE, PLEASE ALSO COMPLETE THE FOLLOWING)

Defendant's Address_____

Eye Color_____ Sex_____ Date of Birth _____

[ ] The defendant is the holder of an out-of-state driver's license from:
jurisdiction _____ Driver's License# _____

[ ] Defendant's non-resident driving privileges are hereby revoked for _____months.

**If the offense occurred on or after February 1, 1993 and the sentence is to probation or to a State Correctional facility, a transaction fee of up to $1.00 is ordered for each occasion when a payment or installment payment is made. (P.L. 1992, c. 169) If the offense occurred on or after March 13, 1995 and the sentence is to probation, or the sentence otherwise requires payments of financial obligations to the probation division, a transaction fee of up to $2.00 is ordered for each occasion when a payment is made (P.L. 1995, c.9).**

**If the offense occurred on or after August 2, 1993, a $75 Safe Neighborhood Services Fund assessment is ordered for each conviction. P.L. 1993, c. 220**

**If the offense occurred on or after January 5, 1994 and the sentence is to probation, a fee of up to $25 per month for the probationary term is ordered. (P.L. 1993, c. 275) Amount per month _____.**

**If the crime occurred on or after January 9, 1997, a $30 Law Enforcement Officers Training and Equipment Fund penalty is ordered.**

| NAME (Person who prepares this form) | TELEPHONE NUMBER | NAME(Attorney for Defendant)/State |
|---|---|---|
| LUCILLE SCERBO | 795-6662 | Charles Poekel, Jr, Esq.<br>T. Thompson, DAG |

**STATEMENT OF REASONS**

Aggravating factors:
9. Need for deterring.
11. Imposition of a fine.

Mitigating factors:
10. Defendant is particularly likely to respond.
Court also incorporates all other reasons as stated orally on record.

| JUDGE (Name) | JUDGE (Signature) | DATE |
|---|---|---|
| ELAINE L. DAVIS, PJCP | | 5-8-03<br>Amended 6-6-03 |

Administrative Office of the Courts
State Bureau of Identification
CPO106(Rev. 11/93) Replaces LR-34 & LR-35
CDR 4 (Rev. 11/93)
COPIES TO: CHIEF PROBATION OFFICER, STATE POLICE, AOC CRIMINAL PRACTICE, DEPT OF CORRECTIONS OR COUNTY PENAL INSTITUTION

EXHIBIT C

## *The Services and Teachers we Provide*

***Our teachers have been credentialed and evaluated by respected and accredited agencies, namely, California Commission on Teacher Credentialing and World Education Services.***

---

*Additionally, each teacher has successfully completed training in classroom management, teaching standards and cultural diversity instruction thus properly equipping them to teach environments that are culturally diverse.*

## Contact Information


**Universal Placement Inc,**
**3345 Wilshire Blvd Ste 407-B**
**Los Angeles, California 90010**
**Tel (213) 389-8878**
**Fax (213) 389-8868**
**E-mail:**
Universalplmt@AOL.com

**Pars International Agency**
**J & F Divino Arcade 961**
**Aurora Blvd. Ste 407**
**Quezon City, Philippines**
**Tel. 436.8999**
**Fax. 632.436.8998**
**Email:**
Parsinternational@AOL.com


# Universal Placement International, Inc.

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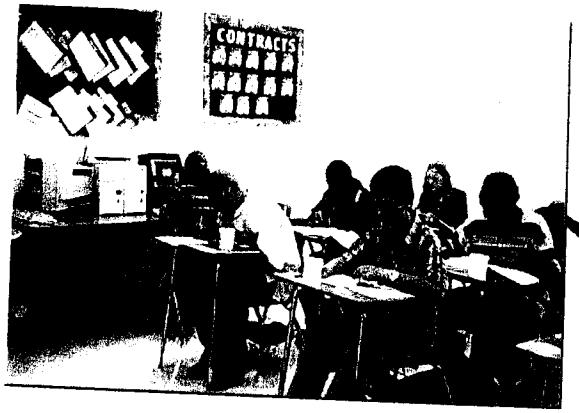
***Staffing solutions…***

***We can best meet out obligations to those we serve by following a set standard to guide our business in practice***

## *Introduction to our Company*

***We would like to take this opportunity to introduce our company, Universal Placement International, Inc. Universal Placement International, Inc. recruits teachers from within and outside the United States.***

## *Understanding the Needs of School Districts*




*Our company understands the need in the teaching profession especially in the hard to fill positions, i.e., SPEECH PATHOLOGY, MATH, SCIENCE and SPECIAL EDUCATION TEACHERS.*

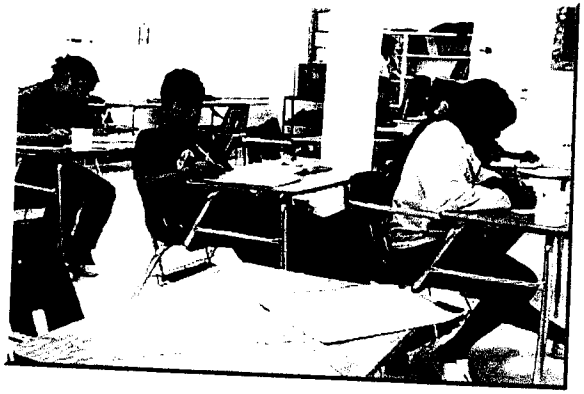


EXHIBIT C

## *Why We Offer Our Services For FREE!*

*Understanding the needs of the School District has been our concern and to this effect, we have provided excellent applicants to School Districts. We understand that because of the budget constraint that the school district does not have any funding for this type of service and that is why we offer our* SERVICE FOR FREE!

EXHIBIT C


# A PROPOSAL TO:

**East Baton Rouge Parish School System**
**Ms. Charlotte Placide**
**Superintendent**
**For Human Resources**

Understanding the needs of the School District has been our concern and to this effect, we have provided excellent applicants to different schools districts. We understand that because of the budget constraint the school district has limited funding for this type of service and that is why we offer the service for FREE.

Our company is comprised of educated and experienced professionals who have gained their expertise in the fields of recruitment and placement business. We at **UNIVERSAL PLACEMENT INTERNATIONAL, INC.** are highly motivated to work, to serve, and to deliver highly qualified, experienced, well trained and credentialed teachers all over the United States of America.

Our services provide a new industry standard in flexible interactive relationships for job seekers and employers. Using new tools, we revolutionize the way our clients find the candidates who are the "right fit" for their specific requirements because all our candidates undergo series of educational workshops and training programs, to prepare them for interviews, credentialing, work commencement, classroom management, teaching strategies, relocation, managing stress and homesickness as well as guidance to adjust to living in a new culture and environment which all take place in their home countries.

**UNIVERSAL PLACEMENT INTERNATIONAL, INC.** recognizes that school districts are experiencing much stress and frustration in finding highly qualified credentialed teachers due to the national shortage we are all experiencing. **Universal Placement International, Inc. would like to assist EAST BATON ROUGE PARISH SCHOOL SYSTEM with the hiring of International teachers in special areas like Math, Science and Special Education.**

EXHIBIT C

**SERVICES TO BE PROVIDED FOR EAST BATON ROUGE PARISH SCHOOL SYSTEM**

1. **We will provide the following information for each individual applications:**
   - Resume
   - Foreign Transcript Evaluation
   - Original Transcript of Records (BS, MA, Ph. D)
   - Teaching license from country of origin
   - Diplomas
   - State Credential issue by Louisiana Department of Education

2. **We will pre-screen and interview candidates prior to the interview and selection process.**

3. **We will obtain a thorough medical report and criminal background check for each applicant selected.**

4. **We will provide pre and post placement training/seminars on classroom management, instructional strategies, balanced literacy and cultural diversity.**

5. **We will complete and process all legal documents necessary in order to obtain the H-1B status for the selected teacher applicant.**

6. **Once the Visa is approved it's then sent to the office in the Philippines. Office in the Philippines assists the candidates in the interview process in the U.S. Embassy Manila.**

7. **Upon issuance of Visa, the Philippines office makes the necessary arrangement for the flight itinerary of candidates to the Unites States.**

8. **Once the qualified teachers arrive to their port of entry, our company takes care of their accommodations and guide them through the process of applying and acquiring their necessary documents. While they are waiting for government agencies and private institutions to release the needed documents to legalize their work status, UNIVERSAL PLACEMENT INTERNATIONAL, INC. then works closely with the schools and/or school districts so as the teachers will be able to do classroom observation and school site visitations. In this way, the teachers are able to prepare and get acclimated to the new school environment, administrators and orientation of the school.**

While other placement agencies are subjected to H-1B work visa cap, we are not. We have highly qualified attorneys who assist us and enable us to place international teachers for H-1B visas throughout the entire year.

EXHIBIT C

I will need at least 2 weeks in preparing everything that is needed for you. Please advise me when you would like to travel to the Philippines to conduct the interview. I will be available to assist you in your travel arrangements as well.

**Our mission is to provide you with the best credentialed teacher for your school because your students are our children and we believe that our children deserve only the best.**

**Our business references:**

1. **Mr. Larry Lodwick**
   **Assistant Superintendent**
   **Norwalk La Mirada School District**
   **(562) 868-0431**

2. **Mr. Yaw Udutwum**
   **CEO**
   **New Designs Charter School**
   **(323) 293-7009**

3. **Mr. Ike Okonkwo**
   **Board Chairman**
   **Wisdom Academy Charter School**

I look forward to working with you and the East Baton Rouge Parish School System in the teacher recruitment project.

Best regards,

Lulu Navarro
Universal Placement International, Inc.
3345 Wilshire Blvd. # Ste#407
Los Angeles, CA 90010

The undersigned, being the CEO of the company represents **UNIVERSAL PLACEMENT INTERNATIONAL, INC.** which is a recruitment company organized under the accordance with the laws of the United States of America, with an office address at 3345 Wilshire Blvd., Suite 407 Los Angeles, California and we hold a land-based license to recruit, to process, and to deploy teachers upon the approval of the USCIS pursuant to the Labor Code and Government Rules and Regulations administering overseas hiring and employment.

EXHIBIT D

**From:** <UPILULU@aol.com>
**To:** <lduran@ebrpss.k12.la.us>
**Date:** 3/2/2008 1:33 AM

Liz,

Please see explanation for the following fees:

1000.00 for marketing and licensing - this fee is collected for the initial marketing and placement fee, certification fee, processing fee. only if the applicant have passed the interview and has been given the signed job offer letter.

$570 for evaluation - foreign transcript evaluation charge by AACRAO since I requested expedite processing within 7 business days. I have an email as proof from AACRAO, Dale Gough , Director for AACRAO.
$3920 for visa/petition/lawyer's fees, mailing fee - H-1B filing fee $320.00 , New filing fee/anti fraud fee $500.00 , Premium Processing fee $1,000.00 this fee is optional, but because we want the approval within 14 days and that is why we pay for the service, ( these fees are payable to United States Immigration) Lawyers fee $2,000.00 and fed ex fees $100.00 ( fed ex documents from LA to Baton Rouge for signing, transcripts mail from LA to AACRAO, Fed ex petition United States Immigration at least $40.00 per person. then once petition is approved we fed ex documents the philippines. We have complete documentation for all of these . and if sometimes signatures is missing we have to send it back to EBR and we fed ex the documents again or to AACRAO.
$130 for BPI 157 form - payable to US embassy for the form that the applicants use to get an appointment for the interview in order for them to get the VISA to go to the USA. they have to call themselves and pay in order for them to get the appointment.
$ 800-1000.00 for airfare -for the airfare is about $650.00 and is payable to the travel agency NOT TO UNIVERSAL NOR TO PARS
PHP 1000.00 for visaPOINT - this is equivalent to $20.00USD that the applicant pays to the US embassy also so they can get an appointment for the interview date.
PHP 5000.00 for 2 trainings (interview essentials and cultural differences) - equivalent to $100.00 for the two days training that is given to them before the interview enough to cover the cost for the hotel and the food / beverage , and the fee charge by the trainor
PHP 3500+ for medical - equivalent to $60.00 applicant pays the doctors office directly who performs their physical exams required before they travell
. ONLY DOCTORS OFFICE ASSIGNED BY THE POEA CAN BE USED. OTHERWISE ITS NOT ACCEPTABLE. SELECTION OF THE CLINICS IS NOT THE AGENCIES DECISION.
PHP 3500.00 for POEA -equivalent to $60.00USD applicant pays POEA before departure if not paid the POEA will not give you clearance to exit the country.
I will also be faxing you copies of the email between universal placement and AACRAO when I was trying to negotiate that AACRAO lowers the evaluation fee they were charging and also copies of some of the charges that was taken by AACRAO directly from my bank account for $570.00 for each application

EXHIBIT D

process. In fact to this day were still waiting for AACRAO to credit my account for 10 extra $380.00 they have charged on my account, if anything I should be complaining.
I have explained to you that ONLY ONE MONTH fee is collected by the agency in the philippines and then Universal Placement collects the other month as well. We only collect the fees upon issuance of the visa of the US Embassy normally two days before their departure for USA. The agency in the philippines is bound by the rules of POEA and WILL NOT violate the rules. I can assure you that they only collect one month salary.
I thought that its better that I explain to you that way you know that Im telling the truth. I have respect for our business relationship and I cannot thank you enough for all the help you have extended to Universal Placement and all of these teachers. I hope you understand.
Thank you,
Sincerely,
Lulu Navarro
Universal Placement International
3345 Wilshire Boulevard, Suite 407
Los Angeles, California 90010
Tel. (213 389-8878 Fax (213) 389-8868
Email: UniversalPlmt@aol.com

EXHIBIT E

# CADDO PARISH SCHOOL BOARD

POST OFFICE BOX 32000 • 1961 MIDWAY STREET • SHREVEPORT, LOUISIANA 71130-2000
AREA CODE 318 • TELEPHONE 603-6300 • FAX 631-5241

Gerald D. Dawkins, Ed. D.
Superintendent

September 9, 2008

Ms. Jackie Lansdale, President
Caddo Federation of Teachers
and Support Personnel
1726 Line Avenue
Shreveport, Louisiana 71101

RE: Public Records Request Dated August 27, 2008

Dear Ms. Lansdale:

The following is in response to your records request dated August 27, 2008.

1. Who were the Administrators who traveled to the Philippines?
**Response: Jan Holiday, Sara Ebarb and Pamela Barker**

2. What was the total amount of expenses incurred by the Caddo Administrators who traveled to the Philippines?
**Response: $8,362.80**

3. Who paid those expenses?
**Response: Universal Placement**

4. What type of leave did the Caddo Administrators receive in order to travel to the Philippines?
**Response: Professional leave**

5. Who approved the leave?
**Response: Interim Superintendent, Wanda Gunn**

6. What CPSB policy provides for overseas recruitment trips?
**Response: No board policy deals specifically with overseas recruitment; otherwise, see policy GCC-R/GCD-R.**

EXHIBIT E

Ms. Jackie Lansdale
September 9, 2008
Page 2

7. Who is responsible for the travel cost to the United States by the Philippine teachers?
**Response: We have no document responsive to this request, but these costs are not a CPSB expense.**

8. Who is responsible for any and all fees relative to visas/green cards and processing for entry into the United States?
**Response: We have no document responsive to this request, but the CPSB is not responsible for these items.**

9. Who is responsible for the housing and transportation costs incurred by the Philippine teachers while teaching in Caddo?
**Response: We have no document responsive to this request, but the CPSB is not responsible.**

10. What teaching slots (positions/schools) are being filled by the Philippine teachers?
**Response: See attached.**

11. What type of Louisiana certifications does each of the Philippine teachers hold?
**Response: Upon application, the teachers will be eligible for an out-of-state provisional certificate.**

Sincerely,

Dr. Gerald Dawkins
Superintendent
Caddo Parish School Board

GDD:mat

Attachment

#2

EXHIBIT E

3345 Wilshire Blvd Suite # 407
Los Angeles, California 90010


# Universal Placement International, Inc.

October 16, 2007



Dr. Liz Swinford
East Baton Rouge Parish School System
1050 S. Foster Drive
Baton Rouge, Louisiana 70806

Per our prior agreement, enclosed is the check in the amount of $20,241.90.

Thank you.

Sincerely,

**LULU NAVARRO**
Universal Placement International, Inc.

Tel # 213.389.8878 Fax # 213.389.8868 Email: UniversalPlmt@aol.com

EXHIBIT E

UNIVERSAL PLACEMENT INTERNATIONAL INC
3345 WILSHIRE BLVD STE 407
LOS ANGELES, CA 90010-1815
(213) 383-9968

8468
16-24/1220 4319
6779121778

DATE 10-16-07

Pay to the order of East Baton Rouge Parish Sch. District $ 20,241.90

Twenty thousand two hundred forty one and 90/100ths DOLLARS

Security Features Details on Back.

WELLS FARGO
Wells Fargo Bank, N.A.
California
wellsfargo.com

FOR [redacted]

MP

Style 95

EXHIBIT E

# East Baton Rouge Parish School System
## CHECK & CASH RECEIPT FORM

**Original & Copy of check(s) must be attached**

Number of Checks Attached: 1

Receipt-Ticket Number Range: From _____ To _____
(Receipt-Tickets must be kept on file and available for audit)

Total Checks: $20,241.[illegible]

Total Cash: $ _____

Total Deposit: $20,241.[illegible]

**DEPOSIT RECEIVED FROM:**

*Location:* [illegible] *Department:* HR Re[illegible]nt *Date:* 10/18/07

*Submitted By:* [illegible] *Phone #* [illegible]
*(If the Supervisor of Accounting & Finance Specialist IV [illegible]ent, I understand cash will be verified by two individuals on a later date)*

**Account Number(s) to b[illegible]ied**
*(Please [illegible] how the check is to be applied [illegible] or total)*

| ACCOUNT NUMBER | AMOUNT |
|---|---|
| 0110[illegible] | $ [illegible] |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| TOTAL | $ 20,241.70 |

**Note:** The total must equal checks and/or cash attached to form

**OFFICE USE ONLY**

Received By: [illegible] Date: 10/18/07 Time: 9 a.m.

Verified By: _____ Date: ___/___/___ Time: _____

Deposited By: _____ Date: ___/___/___ Time: _____

Date of Deposit: ___/___/___ Date Booked: ___/___/___

EXHIBIT E

# G.T. T. International

*The Largest Consolidator*
*with the lowest Fares to Europe, Asia & Latin America*

621578 ITINERARY INVOICE
PAGE NO. 1
PNR: 1P-7XIY58
TK-T4/B9D BK-T4/B9)

GTT INTERNATIONAL

G.T.T. INTERNATIONAL
3250 WILSHIRE BL STE 1908
LOS ANGELES .. CA 90010
TEL 213-251-9401/ 213-251-9936
FAX 213-251-9967/ 213-251-9805

NAME : **PASSENGER NAMES BELOW**

| AGENT | BRANCH | ACCOUNT NO. | DATE |
|---|---|---|---|
| GINA | WIL | T4 | 07NOV07 |

| CO | DATE | CITY-AIRPORT | TIME | FLIGHT NBR/CLASS | ST | SERV/AMNT |
|---|---|---|---|---|---|---|
| A WE | 07NOV 2007 | OTHER | | | | CONFIRMED |
| | | | | | | ITEM COST:20241.90 |
| A | | LV BATON ROUGE<br>AR MANILA<br>NW CONFO *7XIY58 | | NORTHWEST | | OPENZ |
| A | | LV MANILA<br>AR BATON ROUGE<br>NW CONFO *7XIY58 | | NORTHWEST | | OPENZ |

PASSENGER
BROCK/SHERRY.MS
SAUER/CAROLYN.MS
LIPSCOMB/CYNTHIA.MS
NEWMAN/JAMES.MR
WEBB/ROBERT.JR
SWINFORD.DURAN/ELIZABETH.MS
THOMAS/ANGELA.MS

AIR AMT

AIR 20241.90 TAX 0.00

| | |
|---|---|
| SUBTOTAL | 20241.9 |
| TOTAL INVOICE AMOUNT | 20241.9 |
| AMOUNT DUE | 20241. |

PLEASE CHECK IMMEDIATELY THE NAMES AND FLIGHTS INFO
UPON RECEIPT OF THE TICKET.
FAILURE TO RECONFIRM MAY RESULT IN CANCELLATION.
A 35.00 GTT SERVICE FEE PLUS AIRLINE CHARGES WILL
BE BILLED TO YOUR ACCOUNT FOR ANY APPLICABLE
CANCELLATION / VOID/ EXCHANGE OR REFUND TICKETS.
CUSTOMER NAME ****REG MAIL***
ACCOUNT CODE T4
GTT SELLING PRICE IS 20241.90

THANK YOU FOR YOUR BUSINESS

Control # 2680075 **CUSTOMER COPY**

# EXHIBIT E

QD B9DAR

PASSENGER ITINERARY
PAGE NO. 1

**PASSENGER NAMES BELOW**

07NOV07

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| A | WE | 14NOV | LV | BATON ROUGE | 615A | NORTHWEST | 1513F | OK |
| | | | AR | MEMPHIS | 728A | | | 0STOP D95 |
| | WE | 14NOV | LV | MEMPHIS | 825A | NORTHWEST | 843F | OK |
| | | | AR | MINNEAPOLS/STPAUL | 1035A | | | 0STOP 757 |
| A | WE | 14NOV | LV | MINNEAPOLS/STPAUL | 100P | NORTHWEST | 19Z | OK DINNER |
| | | 15NOV | AR | MANILA | 1050P | | | 1STOP 747 |
| A | TU | 20NOV | LV | MANILA | 640A | NORTHWEST | 72Z | OK BREAKFAST |
| | | | AR | DETROIT/METRO | 1030A | | | 1STOP 747 |
| A | TU | 20NOV | LV | DETROIT/METRO | 1200N | NORTHWEST | 283F | OK |
| | | | AR | MEMPHIS | 105P | | | 0STOP D95 |
| A | TU | 20NOV | LV | MEMPHIS | 235P | NORTHWEST | 201F | OK |
| | | | AR | BATON ROUGE | 352P | | | 0STOP D95 |

PASSENGER
SAUER/CAROLYN
SWINFORD.DURAN/ELIZABETH
THOMAS/ANGELA
NEWMAN/JAMES
BROCK/SHERRY
LIPSCOMB/CYNTHIA

PLEASE CHECK IMMEDIATELY THE NAMES AND FLIGHTS INFO
ON RECEIPT OF THE TICKET.
FAILURE TO RECONFIRM MAY RESULT IN CANCELLATION.
$35.00 GTT SERVICE FEE PLUS AIRLINE CHARGES WILL
BE BILLED TO YOUR ACCOUNT FOR ANY APPLICABLE
CANCELLATION / VOID/ EXCHANGE OR REFUND TICKETS.
PLEASE CHECK IMMEDIATELY THE NAMES AND FLIGHTS INFO

# EXHIBIT E

GD B9DRK

PASSENGER ITINERARY
PAGE NO. 1

WEBB/ROBERT

07NOV07

| | | | | | | |
|---|---|---|---|---|---|---|
| A SA | 24NOV | LV DALLAS-FT WORTH | 632A | NORTHWEST | 981H | OK |
| | | AR MEMPHIS | 801A | | | 0STOP JET |
| SA | 24NOV | LV MEMPHIS | 935A | NORTHWEST | 2839H | OK |
| | | AR BATON ROUGE | 1057A | | | 0STOP JET |
| | | OPERATED BY PINNACLE AIRLINES/NWA AIRLINK JET | | | | |
| A TH | 06DEC | LV BATON ROUGE | 1130A | NORTHWEST | 5926V | OK |
| | | AR MEMPHIS | 1250P | | | 0STOP JET |
| | | OPERATED BY PINNACLE AIRLINES/NWA AIRLINK JET | | | | |
| A TH | 06DEC | LV MEMPHIS | 145P | NORTHWEST | 5737V | OK |
| | | AR DALLAS-FT WORTH | 325P | | | 0STOP JET |
| | | OPERATED BY PINNACLE AIRLINES/NWA AIRLINK JET | | | | |

PLEASE CHECK IMMEDIATELY THE NAMES AND FLIGHTS INFO
UPON RECEIPT OF THE TICKET.
FAILURE TO RECONFIRM MAY RESULT IN CANCELLATION.
A 35.00 GTT SERVICE FEE PLUS AIRLINE CHARGES WILL
BE BILLED TO YOUR ACCOUNT FOR ANY APPLICABLE
CANCELLATION / VOID/ EXCHANGE OR REFUND TICKETS.

HAVE A PLEASANT TRIP

# EXHIBIT E

DCE224 00265 11/072136

DD 69DRR

PASSENGER ITINERARY
PAGE NO. 1

WEBB/ROBERT

07NOV07

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| A SA | 24NOV | LV DALLAS-FT WORTH | 632A | NORTHWEST | 981H | OK | |
| | | AR MEMPHIS | 801A | | | | 0STOP JET |
| SA | 24NOV | LV MEMPHIS | 935A | NORTHWEST | 2839H | OK | |
| | | AR BATON ROUGE | 1057A | | | | 0STOP JET |
| | | OPERATED BY PINNACLE AIRLINES/NWA AIRLINK JET | | | | | |

PLEASE CHECK IMMEDIATELY THE NAMES AND FLIGHTS INFO
UPON RECEIPT OF THE TICKET.
FAILURE TO RECONFIRM MAY RESULT IN CANCELLATION.
A 35.00 GTT SERVICE FEE PLUS AIRLINE CHARGES WILL
BE BILLED TO YOUR ACCOUNT FOR ANY APPLICABLE
CANCELLATION / VOID/ EXCHANGE OR REFUND TICKETS.

HAVE A PLEASANT TRIP

# EXHIBIT F

**Statement of** [redacted]

**Re: Process of Recruitment of PARS and UPI and Fees Collected**

On March 21, 2008 I saw the advertisement of PARS for teachers who want to teach in the USA on the website of Philippine Overseas Employment Agency (POEA), [redacted]. I was interested so I inquired further by calling their office. I was told that there will be an interview by district education representatives at the Manila Hotel on March 25, 2008. I was required to pay Php 1000 for the interview (see Attachment 1 Photocopy of Receipt). Lulu Navarro of UPI and Emilio Villarba of PARS were also there giving us a briefing of the fees we will pay if we are found qualified for a teaching position. The fee will be equivalent to 1 month salary for PARS paid in full before departure and another 1 month salary for UPI which can be paid in monthly installments for one year while in the USA.

I received a call from PARS three days later (March 28, 2008) informing me that I was one of those who passed the interview. They requested me to report to their office at 961 Aurora Blvd, Quirino, Quezon City and to prepare $1000 so they can continue marketing my credentials to the different schools in Louisiana, USA (see Attachment 2, Photocopy of Receipt).

On April 4, 2008, I was asked by PARS to pay $595 for my credentials to be evaluated by the Association of American Collegiate Registrars and Admissions Officers, AACRAO (see Attachment 3, Photocopy of Receipt). Later, I found out that World Evaluation Services, WES which charged a lesser fee was the one that evaluated our credentials. No refund was given even when I raised the issue with them.

After a week (April 10, 2008), I was again asked to pay processing fees amounting to $3920 (see Attachment 4, Photocopy of Receipt) which is broken down by Lulu Navarro as follows:

| | |
|---|---|
| Lawyer's Fees | $2000 |
| Filing Fee I129 Petition for Non-Immigrant Worker | $320 |
| Anti-Fraud Fee | $500 |
| Premium Visa Processing Fee | $1000 |
| Mailing Fees | $100 |
| | $3920 |

On April 26, 2008, I was asked to attend a seminar on American English which they said is also a requirement and was required to pay Php 2000. On June 2, 2008 another Php 3500 for Overseas Employment Contract processing (see Attachment 5, Photocopies of Receipts).

On August 6, 2008, another Php 1000 to schedule an interview at the US Embassy thru VisaPoint on top of the legal fee collected by the embassy amounting to Php 5895 (see Attachment 6, Photocopies of Receipts).

# EXHIBIT F

I was granted a US Visa on August 8, 2008.

On October 10, 2008, I was asked to pay the agencies' fees because they said we will be leaving for Baton Rouge, Louisiana within the week. But I have to pay both PARS and UPI in cash an equivalent of 1 month salary each amounting to $9800 in total (see Attachment 7, Photocopy of deposit Slip to the BDO Account of PARS and the serial numbers of the $100 bills deposited).

On October 13, 2008, we paid $1000 to PARS for our airfare.

We left for USA on October 13, 2008. There were 7 of us in that batch. On October 14, 2008, an employee of UPI by the name of Francis accompanied us to Social Security Administration Office in Los Angeles, California to secure SSN while waiting for our flight to Baton Rouge which was at around 11 am. We were instructed to put the address of UPI in our application for SSN. We were also made to sign a contract whose provisions we saw only on that day. I tried to question the contract being presented but I was told bluntly by Francis that I can just go home if I don't sign. I remember asking why we should pay 10% for 5 years while we are working with the EBRPSS but I was not entertained at all. Being in a foreign land with a plane to catch and deep in debt after paying all those fees, I signed blindly. At that time when everything is mortgaged except my soul, there was no turning back.

While in Los Angeles, (October 14, 2008) we also paid $310 each for our apartment at Savoy Plaza at 600 Wooddale Blvd., Baton Rouge. That was the equivalent our share of the monthly rental at Savoy which cost $1240 per room shared by four people. At the end of the month of October, we were required to pay anew although we've just stayed at the apartment for 15 days. When we asked Savoy about it, they would only say "Ask Universal".

No one dared to ask Lulu Navarro because she would always shout at us and threaten us with lawsuits and loss of work if we do not follow her "Rules".

Late February 2009, I issued UPI $750 in 3 checks dated Mar. 15, Mar. 30 and April 15, 2009 for their services for renewal of my NOA on top of the legal fees of USCIS. I have called their office to follow up on the status of my application twice on Aug 31 and on Sept 5, 2009. My application is already past the normal processing time and they have not communicated with me about it.

When and if the NOA is approved, UPI demands that we issue 12 checks which will constitute another 10% of our annual income as "our obligation" to the contract that they forced on us when we arrived in the USA last Oct 14, 2008. We will pay 10% of our annual income every year for 5 years to UPI while working for EBRPSS. I have to pay a ransom of 10% of my annual income just to get my NOA! And I paid their services for it, too.

# EXHIBIT F

Attachment # 1

| In payment of the following | |
|---|---|
| In Name Of | Amount |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | |
| Payment is to be form of | |
| CASH | |
| CHECK | |
| TOTAL | |

PARS INTERNATIONAL
PLACEMENT AGENCY
901 Aurora Blvd., Quezon, Quezon City
EMILIO V. VILLARBA — Prop.
TIN: 098-924-784/000/NON VAT

No. 0127

**OFFICIAL RECEIPT**

Date: [illegible]

Received from: [redacted]

Address: [illegible]

The sum of: [illegible] Pesos (₱ [illegible])

In payment of the account described hereon.

By: [illegible]

BIR Cert. No. [illegible] Exp. [illegible]
Tel. [illegible]
[illegible] PRESS
[illegible] Tala, Co. City

EXHIBIT F

Attachment # 2

EXHIBIT F

Attachment # 3

EXHIBIT F

Attachment # 4

EXHIBIT F

Attachment #5

PAR'S INTERNATIONAL
PLACEMENT AGENCY
961 Aurora Blvd., Quirino, Quezon City
EMILIO V. VILLARBA — Prop.
TIN. 235-854-781-000-NON VAT

| In payment of the following | |
|---|---|
| | Amount |
| | |
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| | |
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| | |
| | |
| | |
| Payments in the form of | |
| | |
| | |
| | |

**OFFICIAL RECEIPT** Date: [illegible]

*Received from* [redacted]

*Address* [illegible]

*The sum of* [illegible] **Pesos** (P [illegible])

*In payment of the account described hereon.*

By:

BIR OCN 3AU0000382887 Feb. 15,05
10 Bklts. (50x2) 0501-1000
LGF PRINTING PRESS
Ascoville, Malaria, Tala, Ca.. City

---

PAR'S INTERNATIONAL
PLACEMENT AGENCY
961 Aurora Blvd., Quirino, Quezon City
EMILIO V. VILLARBA — Prop.
TIN: 235-854-781-000-NON VAT

№ 0573

| In payment of the following | | |
|---|---|---|
| Invoice No. | Amount | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL | | |
| Payments in the form of | | |
| CASH | | |
| CHECK | | |
| TOTAL | | |

**OFFICIAL RECEIPT** Date: [illegible]

*Received from* [redacted]

*Address* [illegible]

*The sum of* [illegible] **Pesos** (P [illegible])

*In payment of the account described hereon.*

By:

BIR OCN 3AU0000382887 Feb. 15,05
10 Bklts. (50x2) 0501-1000
LGF PRINTING PRESS
Ascoville, Malaria, Tala, Ca.. City

EXHIBIT F

Attachment #6

payment of the following

| Item No. | Amount | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL | | |
| Payment is in the form of | | |
| CASH | | |
| CHECK | | |
| TOTAL | | |

**PAR'S INTERNATIONAL PLACEMENT AGENCY**

981 Aurora Blvd., Quirino, Quezon City
EMILIO V. VILLARBA — Prop.
TIN: 235-454-794-000-NON VAT

**OFFICIAL RECEIPT**

Date: _____

*Received from* _____

*Address* _____

*The sum of* _____

_____ *Pesos* (₱ _____ )

*In payment of the account described hereon.*

BIR OCN/AU0000583887 Feb. 18,05
10 Bklts. (50x2) 0501-0600
LCP PRINTING PRESS
Aurora Blvd. Maharlika, Tala, Ca. City

By: _____

EXHIBIT F

Attachment # 7

PARS INTERNATIONAL
PLACEMENT AGENCY

[illegible]
EMELITO T. VILLARBA – Prop
[illegible]

PROFESSIONAL RECEIPT [illegible] relates

[redacted]

[illegible] Thousand Pesos
[illegible]

By: [illegible]

BDO

[illegible]

EXHIBIT F

Attachment #7
(continued)

16920182.00 +
39852673.00 +
29244282.00 +
67841912.00 +
70166912.00 +
74094797.00 +
86964922.00 +
92727144.00 +
63147719.00 +
54022408.00 +
51005957.00 +
60126203.00 +
7892842.00 +
8519611.00 +
11693856.00 +
22065472.00 +
51871412.00 +
83281117.00 +
15347667.00 +
60392027.00 +
94213109.00 +
86574854.00 +
75246005.00 +
~~550976.00 +~~
65897661.00 +
70811796.00 +
43583998.00 +
62436404.00 +
84406997.00 +
20795459.00 +
72473661.00 +
50306754.00 +
69046290.00 +
6574589.00 +
25505177.00 +
25505300.00 +
66569527.00 +
26833947.00 +
37993241.00 +
37993040.00 +
94213111.00 +
33471826.00 +
33471805.00 +
4514014.00 +
4514142.00 +
4514168.00 +
20503180.00 +
20503177.00 +
55092809.00 +
60157680.00 +
57841646.00 +
1179318.00 +
65901324.00 +
12437641.00 +
94950804.00 +
29758056.00 +
6876609.00 +
28021735.00 +
3869050.00 +
64680714.00 +

ACKNOWLEDGE

Attachment # 7
(continued)

# EXHIBIT F

3754535.00 +
7985869.00 +
22790533.00 +
22386935.00 +
14326491.00 +
98015121.00 +
82936473.00 +
21021840.00 +
5036227.00 +
15613636.00 +
97026188.00 +
16370775.00 +
49571199.00 +
9004723.00 +
66186903.00 +
18306814.00 +
83325325.00 +
78041053.00 +
78041052.00 +
78041063.00 +
78041054.00 +
17137813.00 +
15585781.00 +
54022166.00 +
54022411.00 +
00242217.00 +
63703412.00 +
38612776.00 +
19353806.00 +
73364393.00 +
47343617.00 +
24703423.00 +
40916642.00 +
73527967.00 +
8945123.00 +
99080612.00 +
61570988.00 +
25117903.00 +
55618780.00 +

EXHIBIT G

STATEMENT AND DECLARATION OF [ ] on the matters of PARS and Universal Placement

On March 28, 2008, I went to Waterfront Hotel, located at Lahug, Cebu City together with my friends for the interview conducted by a few representatives from the states of Louisiana and Boston for teachers through PARS and Universal Placement as the recruiting agencies. Mr. Emelio Villarba, Lourdes Navarro were there. I was one of those who were hired to teach in East Baton Rouge Parish, Louisiana. Right after the interview we're gathered by Ms. Lourdes Navarro in a room for the briefing and we we're told what documents to prepare and how much we have raise for the processing of our documents. Below is the breakdown of the expenses including the placement and airfare. Receipts are attached on this declaration.

1. Initial payment for Visa Processing (March 29, 2008) = $1,000.00 (P42,545)
2. Payment for H1b Visa petition and lawyer's fee (April 10, 2008) = $3,920 (P 166,600)
3. POEA payment (May 31, 2008) = P 3, 500
4. Visa point = P 4,500.00

5. On June 14, 2008 we attended a seminar and we we're made to pay P2, 500.

6. Visa point = P 4, 500

7. On August 4, 2009, I was interviewed in the Philippine Embassy and was granted the H1b Visa but I was able to leave the Philippines only in October of the same year. It was a long wait for me because I already have resigned from my work a few days after my embassy interview as instructed by PARS. Sometime in September of the same year, I and rest of the Cebu City hired teachers wrote a letter to Mr. Mel Villarba asking him to explain to us why we cannot leave for Louisiana even if we already have the visa. Mr. Villarba went to Cebu to and met us. He told us that there was a problem in EBR and we just have to wait patiently. Finally, in October of the same year, Ela called me up through my cell phone and was told to call Ms. Devine Villarba. I called Ms. Divine right away and she told me that I am due to leave for the US in a few days because my Overseas Employment Certificate (OEC) is expiring. I was also told to pay the Placement Fee which is **Eleven thousand and two hundred dollars ($ 11, 200.00) before leaving. On September 29, 2008, I paid the said amount through** Banco de Oro, Philippines and
8. **One thousand one hundred dollars ($ 1,100.00) for airfare was paid in cash.**

When we arrived in Los Angeles, California, we were made to sign a contract without giving us a chance to read it by Frances. We were told that the document is

similar to the document that we signed in the Philippines. We hastily signed it because Frances of UPI was tasked to drive the other teachers who are due to leave for East Baton Rouge the following day to the Social Security Office. While the 8 teachers were accompanied to the Social Security Office, the three of us were told to prepare our things so we can go to the apartment of Ms. Navarro in Glendale, Los Angeles California where we stayed for almost 2 weeks while waiting for our time to be deployed. The following day, we went to the Social Security Office to apply for SSN. When I presented my documents, I was asked by the teller who entertained me the reason why processed my application when I can do it in Louisiana where my work would be and why did I indicate UPI as the receiver of my SSN card. It was so obvious that she was not satisfied with my answer, so I called Gazel the assistant of Ms. Navarro to approach the window and explain to the teller everything. Eventually, my papers she signed my papers. It was almost every day that we go to the office of UPI hoping that we can get a positive news from Ms Navarro. Several times we were told to just wait until there'll be vacancies for us. In one of our visits in at Upi's office, Ms. Navarro asked us if we want to be interviewed for the district of East Carol, Louisiana. She told us that if can pass in the interview, our salary will be lesser compared to the district of EBR. We declined her offer and we said that we will wait for vacancies in EBR. On October 14, 2008, together with another batch of teachers who just arrived in Los Angeles, the three of us left for EBR but a day before that, Ms. Navarro collected from us the amount of $160 (no receipt was given to us) for apartment rental. When we arrived here in EBR, we were not given the chance to choose where to stay and with whom. Ms. Ela Flores gave us our assigned apartment and roommates. Finally,, I was interviewed and given an assignment in October 24, 2009. I got my SSN from Ms. Ela Flores and the envelop was already opened.

Signed,

(August 5, 2009)

# EXHIBIT H

SWORN STATEMENT

RE: RECRUITMENT PROCESS OF PARS INTERNATIONAL PLACEMENT AGENCY, Philippines AND UNIVERSAL PLACEMENT INTERNATIONAL , Los Angeles California, USA

It was in 2007 when I found out about PARS advertisement in workabroad.ph. It was so interesting knowing a lot teachers are needed in the USA. I sent an application, resume and all the required documents. A seminar schedule in November 16, 2007 was conducted. A seminar fee of Php 1,500.00 was collected from me. The seminar started at 8:00 a.m. but at 10:00 am Mr. Emilio Villarba came from Manila Hotel and announced that all participants need to be sent to Manila Hotel for an interview at 1:00 pm. A refund of Php 500 was announced but when I tried to get the amount, Ella did not refund it to me though the seminar did not finished anymore. Because of excitement I immediately proceeded to the hotel , ignoring the refund and there I was interviewed. A week after, I was notified through text by the agency informing me that I passed the process. Payment and collection of cash started.

| Receipt No. | Date | Amt. Paid | | Description |
|---|---|---|---|---|
| | | Dollars | Phil. Pesos | |
| PARS-0389 | Nov. 16, 2008 | | 1,500 | Seminar/Interview |
| UPI -212845 | Nov. 27, 2007 | 1,570 | | Processing Fee |
| PARS-0245 | Jan. 18, 2008 | | 2,500 | Professional growth seminar |
| UPI -272909 | Jan. 18,2009 | 1,000 | | Premium Processing |
| | | 320 | | Filing I-129 |
| | | 500 | | Anti Fraud |
| | | 100 | | Mailing |
| No Receipt | AG directly paid | 2,000 | | Lawyer's Fee |
| PARS-0868 | July 8,2008 | | 4,500 | VISA POINT/OEC |
| UPI-080840 | Oct. 14,2008 | 4,700 | | Placement Fee |
| PARS-0040 | Oct. 14,2008 | 4,700 | | Placement Fee |
| PARS-0041 | Oct. 14,2008 | 1,000 | | Plane Ticket |
| **TOTAL** | | **$15,890** | **Php8,500** | |

# EXHIBIT H

My visa was approved June 1, 2008 but I was wondering why the agency had not scheduled my departure. I was expecting for my schedule to be in July but it did not happen due to PARS suspension with POEA. I wasted 4 months in the Philippines waiting while the money that I borrowed continued its interest. Until now I am still paying that amount. I left the Philippines in Oct. 14, 2008 and arrived at Los Angeles California on that same date USA time. Lulu Navarro and Francis were in the airport. We ate dinner at IHOP and then later brought to a hotel and stayed for a night. We were very happy for the accommodation given to us thinking these are all free. She later collected $30.00 from each of us plus a deposit payment of $310.00 for SAVOY PLAZA APT. which according to Miss Navarro has already been paid by her. The next day, Oct. 15, 2008, we went to SSN office to apply for an SSN number. I was instructed to address the application at Wilshire Blvd. California. I received my SSN card after two months with the envelop open. UPI received my card in California and I am afraid that I lost my privacy and security for what they did to me. I was also instructed to sign in a paper which I was not given the chance to read the 4 to 5 pages contract. We were warned not to ask a lot of questions regarding the contract because according to Francis, Miss Navarro doesn't like people questioning those stuff. We arrived at Baton Rouge at 9:00 p.m. All the first batch teachers (all loyal to Miss Navarro) were there. They gave us a warm welcome and were given a ride from the airport to Savoy Plaza Apartments and served a dinner of adobo, rice, soda and water. According to them, It is a service of love and camaraderie for fellow teachers. But in the morning of the next day, Oct. 16, 2008, the amount of $15.00 was collected from each of us. We were admitted at Savoy South paying the amount of $310.00. A lot of teachers complained on the kind of vicinity South has compared to North. The Agency and Savoy agreed to lower the rental to $275.00 due to the publishing of complaints in a blog site concerning over pricing. Our rental and rights are always being decided by Miss Navarro and Savoy. Our rental is higher compared to other lessees. I found it so unfair. If we ask questions to Savoy, the management always tells me to ask the agency.

Finally, we were again warned by the first batch not to talk to old teachers especially the July Batch and to people from the Filipino Community for reasons only them would understand. Lately, UPI sent a letter reminding me about the ten percent of our salary for 12 months to be collected on October, 2009. But the fact is I don't receive my pay for two months in summer and I have already paid the placement fee.

Note: Please see attachment of supporting documents.

EXHIBIT I

SWORN STATEMENT RE: RECRUITMENT PROCESS OF PARS INTERNATIONAL PLACEMENT AGENCY, PHILIPPINES AND UNIVERSAL PLACEMENT INTERNATIONAL, LOS ANGELES CALIFORNIA, USA

On March 12, 2008 Pars International conducted a job orientation for teachers who are willing to work in the United States. I attended the said orientation and paid the amount of two thousand five hundred pesos (Php 2500.00)
I was interviewed by the East Baton Rouge Parish School District last March 25, 2009.
On March 27, 2008 Lorna, the secretary of PARS called and informed me that I passed in the interview, so she required me to pay ($1000.00) for processing, she said if I can't give that amount I will be REPLACED by somebody, so I borrowed money from my friends just to pay because I really want to work in the US and I don't want to be replaced by someone. I gave that payment on the 30th of March 2008.
April 4, 2008 I paid ($595) for my credentials evaluation.
April 18, 2008 I paid ($3920.00) for processing of VISA Petition. I just gave ($1920.00) because the ($2000.00) from AG finance was given directly to PARS.
On May 29, 2008 I paid (Php 3500.00) for OEC processing and (Php 1000.00) for Visa point.
On May 21, 2009 PARS conducted classroom management seminar and I paid (Php 2500.00).
For my Medical I paid (Php 3500.00).

I was really down because I sold my car and my properties including my house and lot was mortgage in the bank just to pay PARS and until now, I haven't pay for it and still in the bank. And even my SEPARATION PAY from my old school, was used in my application

A day before I leave the Philippines I paid ($10,800.00) for my placement. Supposed to be I will pay ($11,000.00) but I really don't have money that's why, Divine make it ($5400.00) each receipt.
I have so many loans in the Philippines, in fact, I was not able to support my 3 children and husband because all my salary goes to FINANCING AGENCIES which I borrowed just to pay for PARS and UNIVERSAL.

When I arrived in California, the staff of Universal Placement welcomed us warmly in fact, they offered us delicious food. After the dinner, they gave us papers to sign in, and when we are trying to ask questions, they warned us not to ask because Lulu Navarro doesn't want to accept and entertained questions. I was forced to sign those papers without allowing me to read the contract thoroughly.
Lulu Navarro talked to us through speaker phone, and warned us again not to talk and mingle with the Filipino teachers who were ahead of us here in the US. She also warned

us not to mingle with the Filipino community in Baton Rouge. If we will not listen and obey her we can send by her in the Philippines anytime.

July 24, 2008 we applied for our SOCIAL SECURITY NUMBER in California but after 2 months Rafaela Flores gave me my SSN opened. I wonder why Lulu Navarro opened all our SSN, it should be very personal but I have nothing to do just to accept it.

When I came here in Baton Rouge, Patrician Management (Savoy Plaza), charge us too much, we paid ($310.00) each and we are 4 in one unit. Our payment is higher than other people leasing here. Rafaela Flores assigned us rooms to stay, she don't want us to be with our friends. We don't have the right to choose who will be our room mates, she said it was the order of Lulu Navarro to her.

Last August of 2008, Lulu Navarro came to Louisiana to meet all the Filipino teachers in Chinese Buffet Restaurant, she asked this question: "Who among you ride with American teachers in going to school?" she warned us again not to ride anymore, then that night after the meeting, she called me in my phone and telling me not to ride anymore nor talking to Americans, I feel so weak that time because the reason why I ride is that "I don't have money to pay for a carpool". Then, when other teachers asked her about the excess payment she screamed with us and said "I can give you your money".

After HURRICANE GUSTAV, there were food stamps offered by the Baton Rouge but Lulu warned us again that we cannot get the FOOD STAMPS because we can go to jail. Mrs. Navarro always scared us, and saying that if we will not follow her, she can send us back home to the Philippines, which stress me so much, I don't do nothing just CRY.

Last November of 2008, she visited us again in Savoy and frightened us, to stop the BLOG against her, she said : "I can sue you all and get all your money if you will not stop the BLOG." It really scared the teachers.

Last May 19, 2009 I received a letter from Universal Placement reminding me to pay for the 10% PLACEMENT FEE that will start on July 2009. I don't have salary to pay because it was summer time. So, last June 12, 2009 I received a letter again reminding me to pay for the 10% PLACEMENT FEE.

Lastly, about my VISA application I submitted the copy of my SSN, I-94, NOTICE OF ACTION, VISA, ($750) to UNIVERSAL PLACEMENT and ($320) to USCIS on February 28,2009.
MAY 28, 2009 I read from the internet (USCIS) that they received my VISA application but requesting for ADDITIONAL EVIDENCE SENT. On June 4, 2009 I mailed all additional documents including the following:

1. Updated Resume
2. Assurance Letter from the East Baton Rouge Parish School System
3. W-2

EXHIBIT I

4. Pay slips from August to May 30, 2009
5. Copy of all my seminars attended in the US

I always follow – up the secretary and asked about my VISA but he always told me that everything is alright. Last August 7, 2009 at 5:00 o'clock in the afternoon I called Mr. Francis again (the secretary) and asked if he submitted my additional documents, he said that I was not able to submit my 1040 form about Income Tax, but he did not told me to submit that form when he informed me about the additional documents. He said to me that once the additional evidence was sent, you cannot add more documents so most probably my VISA was denied he told me, or wait for the result. Last August 9, 2009 I emailed my form 1040 to Universal Placement. August 10, I received an email, saying I must sign the papers that I sent so I signed and emailed back to UPI. Joseph, the other secretary told me, that they will give the papers to the lawyer. August 13, 2009 I received an email from the USCIS stating that my visa was denied.

PARS INTERNATIONAL and UNIVERSAL PLACEMENT CHARGING US too much.
I hope you can help the Filipino teachers. Thank you so much and God bless you!

Respectfully Yours,

Filipino Teacher

EXHIBIT J

LAWRENCE ROSENZWEIG SBN 72443
BRENT ROSENZWEIG SBN 219071
LAWRENCE ROSENZWEIG
Professional Corporation
2730 Wilshire Boulevard
Suite 425
Santa Monica, CA 90403
(310) 453-0348

Attorneys for Defendant, Ingrid Cruz

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR COUNTY OF LOS ANGELES**

| | |
|---|---|
| **LOURDES NAVARRO and UNIVERSAL PLACEMENT INTERNATIONAL INC., A California Corporation,**<br><br>**Plaintiffs,**<br><br>**vs.**<br><br>**INGRID CRUZ, and DOES 1 to 50,**<br><br>**Defendants.** | **Case No. BC402506**<br><br>**DECLARATION OF DEFENDANT INGRID CRUZ IN SUPPORT OF DEFENDANT'S SPECIAL MOTION TO STRIKE**<br><br>**DATE: February 13, 2009**<br>**TIME: 8:30 a.m.**<br>**DEPT: 53** |

I, **INGRID CRUZ**, declare as follows:

1. I am the Defendant in this action. The following facts are within my personal knowledge and, if called upon as a witness, I could testify competently thereto.

2. I was born in the Philipines, and up until September 27, 2007, I lived in the Philipines.

3. On or about June 2007, I sent a resume to Par's International Placement

Agency looking for employment as a teacher in the United States. PARS International Placement Agency is run by Emilio Villarba, brother of Plaintiff, Lourdes Navarro.

4. On or about August 2, 2007, I signed an offer of employment with the East Baton Rouge School System. My expected annual gross income for the teaching job was $36,425.

5. On or about July 24, 2007, I gave $5,000 to Emilo Villarba for the processing fee for my visa and for an out of state teaching certificate. The receipt that I received from Mr. Villarba said Universal Placement International. Attached hereto as **Exhibit "A"** is a true and correct copy of the receipt.

6. On or about September 17, 2007, I gave Mr. Villarba an additional $130 for a processing fee for my visa,$80 for an exit clearance, and $60 for training. Attached hereto as **Exhibit "B"** are true and correct copies of the receipts.

7. On or about September 26, 2007, the day before I left the Phillipines to the United States, I gave $7,400 to Mr. Villarba. This amount represented 20% of my expected gross income for the first year with the East Baton Rouge School System. In exchange I received two receipts from Mr. Villarba, one receipt for $3,700 that said Universal Placement International, and one receipt for $3,700 that said to PARS International. Attached hereto as **Exhibit "C"** are true and correct copies of said receipts.

8. On or about September 27, 2007, I flew from the Philippines to Los Angeles, California along with 7 other teachers from the Philippines and met Plaintiff Lourdes Navarro for the first time at her office at 3345 Wilshire Blvd, Suite 407, Los Angeles, CA 90010.

9. On or about September 27, 2007, Ms. Navarro presented me with a written contract, which I signed. A copy of the contract is attached to the Complaint filed against me in this case.

10. On September 27, 2007, Lourdes Navarro informed me and the 7 others that she had arranged an apartment for us to stay in. On September 27, 2007, I gave Ms. Navarro a total of $368.00 for first month's (October) rent and additional 3 days for the month of September plus $100 for deposit.

11. I never signed a lease with the apartment complex.

12. On September 27, 2007, after arriving in Los Angeles, I went to the Social Security office in California in order to obtain a social security number. On September 27, 2007, Lourdes Navarro instructed me and the other teachers to have the social security cards sent to her office in Los Angeles, CA.

13. On or about November 2007, I received my social security card through one of the other Filipino teachers, and noticed that the envelope had already been opened.

14. From September 27, 2007 through July 10, 2008, I lived in the apartment complex that Ms. Navarro arranged for us. I lived in a 2 bedroom apartment with 4 other teachers, sharing a bedroom with another teacher. I am informed and believe that the rent for the apartment was $825 and that there was a charge of $150 per month for the furniture. I paid $243.75 per month while staying at the said apartment ($975/4).

15. I never borrowed money from any lending agency that Plaintiff recommended. Instead, I loaned from a bank under my parents' name which I'm paying for up until this time

16. On October 3, 2007, I started working as a science teacher at Crestworth Pre-Engineering Magnet Academy earning approximately $37,000 per year.

17. The Visa that Universal Placement International initially got for me was a one year Visa which expired in September 2008. From April 30, 2008 through July 31, 2008, I sent Universal Placement International a total of $1,745 to renew my visa for another year. However, I recently found out that the Visa that I received is only good for 6 months, unlike all other teachers which got 1 year visa and they paid the same amount.

18. On or about October 2008, I received a series of letters from Defendant demanding that I send 10% of my second year gross income by sending 12 post dated checks by November. The letter states that if I do not send the checks by the 24th of November, Defendant will charge a late payment fee. Attached hereto as **Exhibit "D"** is a true and correct copy of the letter.

19. At no time did I author a blog through Google at pinoyteachershub.blogspot.com. I did not author the blog entry "Mabuhay!", nor did I author or create a blog entitled "Why We Need to Act Together An open letter to out fellow Filipino Migrant Teachers." I have read the blog and the comments posted there. The information posted on the blog about the way Universal operates is common knowledge among the Filipino teachers placed by Universal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on this 9th day of January, 2009.

INGRID CRUZ

EXHIBIT J

UNIVERSAL PLACEMENT.

RECEIPT

DATE July 24 07

RECEIVED FROM NOAND CRUZ

FIVE THOUSAND DOLLA

○ FOR RENT
○ FOR PROCESSING FEE

| ACCOUNT | | |
|---|---|---|
| PAYMENT | | |
| BAL. DUE | | |

○ CASH
○ CHECK
○ MONEY ORDER

FROM

BY

PAR'S INTERNATIONA
PLACEMENT AGENC
961 Aurora Blvd., Quirino, Quezon Ci
EMILIO V. VILLARBA — Prop.
TIN: 235-854-784-000-NON VAT

In payment of the following

| Invoice No. | Amount | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

OFFICIAL RECEIPT

Date:

Received from NOEHI CR

Address

The sum of THREE THOUSAND

EXHIBIT "A"

Monday, December 22, 2008 AOL: LRP Corp

EXHIBIT J

| In payment of the following | | |
|---|---|---|
| Invoice No. | Amount | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL | | |
| Payments in the form of | | |
| CASH | | |
| CHECK | | |
| TOTAL | | |

**PAR'S INTERNATION**
**PLACEMENT AGENC**
961 Aurora Blvd., Quirino, Quezon (
EMILIO V. VILLARBA — Prop.
TIN: 235-854-784-000-NON VAT

**OFFICIAL RECEIPT**

Date: _

*Received from* Wenn C

*Address* _____

*The sum of* Two Thous
Hundred Pesos, Only
Marine Solution

*in payment of the account described hereon.*

BIR OCN3AU0000382887 Feb. 13,05
10 Bklts. (50x2) 001-500
LGF PRINTING PRESS
Ascoville, Malaria, Tala, Ca.. City

B

| In payment of the following | | |
|---|---|---|
| Invoice No. | Amount | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**PAR'S INTERNATION**
**PLACEMENT AGENC**
961 Aurora Blvd., Quirino, Quezon C
EMILIO V. VILLARBA — Prop.
TIN: 235-854-784-000-NON VAT

**OFFICIAL RECEIPT**

Date: 5

*Received from* Wenn C

**EXHIBIT "B"**

EXHIBIT J


| | | |
|---|---|---|
| **Date** | : | **Nov 17, 2008** |
| **Attention** | : | **Ms Ingrid Cruz**<br>**East Baton Rouge** |
| **Subject** | : | **Late Placement Fee** |

Dear Ms. Cruz:

As we have previously discussed with you over the phone, pay
overdue. We have sent you a letter dated Oct 7, 2008 that payr
Income should start in October 2008 and if in the event that you
month you should call us to make an arrangement for payment sche

We are expecting to receive your payment (by check or money o
otherwise a late fee will be applied. We will call you once again i
as scheduled.

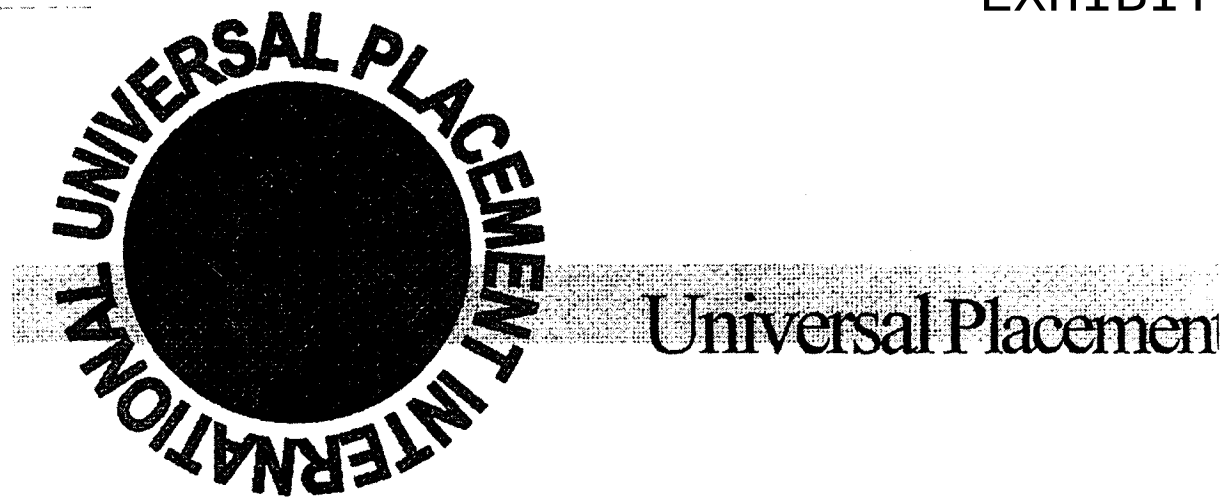
If you have further questions, please feel free to contact us anytime.

Thank you.

Sincerely

EXHIBIT "D"

EXHIBIT J




**Date** : **Dec 8, 2008**

**Attention** : **Ms. Ingrid Cruz**

**Subject** : **2nd NOTICE**

---

Dear Ms. Cruz:

This is just to remind you that as of this date, we still have not r
placement fee for the 2nd year. We will appreciate if you could g
arrangement with us.
As per contract signed with Universal Placement Intl, a late fee o
payments. We do expect to hear from you soon.

If you have further questions, please feel free to call us.

Thank you.

Sincerely,

**Maureen Zaragoza**
**Universal Placement International, Inc.**

EXHIBIT J

**PROOF OF SERVICE BY**
**FEDEX PRIORITY OVERNITE**

**State of California** )
)
**County of Los Angeles** )

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is **2730 Wilshire Boulevard, Suite 425, Santa Monica, California 90403.**

On **January 14, 2009,** I served the foregoing document described as:

**DECLARATION OF INGRID CRUZ IN SUPPORT OF DEFENDANT'S SPECIAL MOTION TO STRIKE**
==========

on Interested parties in this action by placing the ( ) original a (X) true copy thereof enclosed in a sealed envelope addressed as follows:

**Richard A. Marcus**
**LAW OFFICES OF RICHARD A MARCUS**
**28494 Westinghouse Place**
**Suite 204**
**Valencia, CA 91355**

[ ] **{by MAIL}**, I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on the same day in ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Santa Monica, California.

[ ] **{FAX and REGULAR MAIL}** I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at Santa Monica, California and FAX to the above addressed.

[X] **{BY FEDEX}** I caused such envelope to be delivered by FedEx Priority Overnight to the offices of addressee. (FedEx No. 8682 4729 1712)

[X] **{STATE}** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed at Santa Monica, California this 14th day of January, 2009.

**MARIA CHAVEZ**

EXHIBIT K

5151 Highland Road Apt. 356
Baton Rouge, LA 70808

June 1, 2009

**REQUEST FOR DISMISSAL**
Case Number: LAM 09M06203

JOHN A. CLARKE
Executive Officer/Clerk
Los Angeles Superior Court
Los Angeles, CA 90012

Dear Sir:

1. I am Ma. Janet Añober, the person named as Defendant in the above referenced case.

2. I am a client of the Plaintiff, Universal Placement, Inc., which is operated by Ma. Lourdes Navarro a.k.a. Lulu Navarro.

3. I have no more obligation to the placement agency as I have already paid in full the amount stipulated in our contract. Before I left the Philippines, I was billed by Universal Placement 20% of my projected 1-year gross salary, which I paid upfront using borrowed money. It is the agency's policy of not allowing a client to proceed to the United States until this amount is paid in full. A copy of the temporary receipt, which the agency normally issues, is herewith attached.

4. Upon arrival in the United States, I, as all other clients, was made to sign a contract with Universal Placement that stipulates that as a client I need to pay 10% of my gross monthly salary, payable monthly, commencing with the first pay period. Thus, it is in fact the Plaintiff that owes money to us, deployed teachers, as we were made to pay 20% while the contract only stipulates 10%.

5. Defendant hereby reserves the right to file counter claims and charges against Plaintiff in the appropriate court.

# EXHIBIT K

6. The Plaintiff, in filing this lawsuit, simply aims to harass clients who are standing up against the abuses, overcharges and exploitative policies of Navarro and the placement agency.

7. Navarro is taking advantage of the fact that we, ordinary teachers, do not have the resources to spend for a lawsuit, much more to spend for travel from Baton Rouge, Louisiana to Los Angeles, California.

8. It is also important to note that the Plaintiff recently filed libel and breach of contract lawsuit to harass one of our colleagues whom Navarro suspects of initiating an internet blog (www.pinoyteachershub.blogspot.com) that exposes Navarro's cruelty and the agency's abuses. The case, which was filed in a Los Angeles Superior Court, was dismissed as the Honorable Judge ruled that the blog is a constitutionally-protected forum on issues imbued with public interest.

9. Further, Lulu Navarro is a notoriously scheming and manipulative individual who is a convicted felon in the State of California for Medi-Cal fraud, grand theft, money laundering, and identity theft. Please refer to attached news report.

10. Now, while the contract was signed in Los Angeles, California, the contract was performed by the Defendant here in Baton Rouge, Louisiana, where I am employed and where I currently reside.

11. The Plaintiff's choice of court is not proper and fair, as it will unduly burden Defendant with excessive costs to appear in Los Angeles, California. Further, witnesses on this case are my fellow migrant teachers from the Philippines, who are clients of the same placement agency; and who are all based here in the State of Louisiana.

In view of these, Defendant respectfully request for the dismissal of the lawsuit.

Sincerely,

Ma. Janet Añober

EXHIBIT L

g3345 Wilshire Blvd Suite # 407
Los Angeles, California 90010


Universal Placement International, Inc.

## PLACEMENT AGENCY CONTRACT

This contract is entered into by and between Universal Placement International, Inc. (hereinafter referred to as "Agency") and _____ (hereinafter referred to as "Client"). Agency is in the business of arranging and coordinating the hiring of qualified candidates for American Companies ("prospective employers"). Client is willing to be hired by a prospective employer and is willing to hire Agency to facilitate and coordinate the interview process, the actual hiring by employer, and appropriate immigration documentation of Client.

### I.) SERVICES OF AGENCY

a.) Agency will use its best efforts to find suitable employment for Client, based upon the skill, training and experience of Client. "Employment" can consist of either a temporary or permanent job.

b.) Agency will interview Client and work with Client to make Client suitable and acceptable for employment with prospective employers. This process will include counseling and assistance in the preparation of a resume, appropriate appearance and instruction for succeeding in the interview.

c.) Agency will introduce Client to prospective employers.

d.) Agency will arrange interviews for Client with prospective employers that are suitable to the Client, based upon the Client's skill, training and experience.

e.) Agency will coordinate and oversee any and all necessary procedures of the Department of Homeland Security to allow Client temporary entry into the United States, based upon the acceptance of Client by a prospective employer.

f.) Agency will continue to be available to Client to discuss current problems at the employment, renewal of employment after the expiration of the current assignment, re-assignment to a new employer, or any other reasonable issue or guidance that Client would request.

In Consideration of the Services of Agency, as stated herein, Client hereby agrees as follows:

### A.) COMPENSATION BY CLIENT

1.) At the time of signing this Agreement, Client will pay Agency US$300.00.

Tel # 213 389 8878 Fax # 213 389 8868 Email: UniversalPlmt@aol.com

2.) Upon the start of employment, Client will pay Agency US$300.00.

3.) For the first twenty-four (24) months of employment, Client will pay Agency ten percent (10%) of Client's gross monthly income, payable monthly, commencing with the 1st pay period.

B.) OBLIGATIONS OF CLIENT

1.) Client shall use best efforts to follow the advice and counseling of Agency. Client shall fully cooperate with Agency and Agency's efforts to find suitable employment for Client. Client shall keep Agency informed of Client's current addresses and other contact information.

2.) Once employed and allowed into the United States, Client shall agree to follow the rules and laws of the Unites States and the employer. Client shall use best efforts to maintain the arranged employment and shall not do any intentional act that will result in the termination of employment.

3.) Client shall mail to Agency, the ten (10%) fee on the first day of each month following employment. Client shall provide Agency with a copy of Client's paycheck(s) paid by the employer for each pay period covered by the ten (10%) monthly fee. Any payment not received by the 5th day of each month shall be considered late, subject to a late fee of US$25.00 and be deemed a breach of this Agreement.

4.) Client shall maintain all information received by Agency or employer in the strictest of confidence. Client shall not disclose this confidential information to any third party nor shall Client use this confidential information for their own personal benefit. Client shall not arrange any independent job interviews with the employer for themselves or for any other third party. Client further agrees not to do any act to circumvent this Agreement or the relationship between employer and Agency or employer and other Clients covered by like Agreements.

C.) TERMS OF EMPLOYMENT

1.) Client is hereby advised that once a prospective employer agrees to hire a Client, all terms of employment, including but not limited to, hours worked, wages, benefits, and other matters of employment are negotiated directly between Client and employer.

D.) DISCLOSURES

1.) Client is hereby advised and hereby acknowledges that Client is in no way whatsoever, an employee of Agency. Agency is merely providing a service for a fee.

2.) Client is hereby advised and hereby acknowledges that Agency does not guarantee the terms of employment, the initial disclosed salary or benefits. Agency is not responsible for the termination of any employment or any decrease in wages or benefits associated with employment.

3.) The fees due Agency shall be deemed fully earned and payable upon the introduction of Client to a prospective employer. If at any time following this introduction, for a period of five (5) years, Client receives employment from the prospective employer, Agency shall be entitled to receive their ten (10%) percent monthly fee as described herein above in paragraph (A)(3).

EXHIBIT L

E.) TERMINATION

1.) In the event that Client is terminated as a result of Client's actions, Client shall be responsible to Agency in the amount of US$500.00. The parties acknowledge that this amount is reasonable and assessed to compensate Agency for the income that would have been paid had the Client not committed acts which resulted in the termination of Client. In the event that Client obtains subsequent employment, either with the prior employer or any other employer, within two years from the date of first employment, then Client, in addition to the US$500.00, shall remain responsible to pay Agency their ten (10%) percent fee as described herein above in paragraph (A)(3).

2.) In the event that Client voluntarily terminates their employment for any reason, and within two years from the date of first employment, obtains employment with any other employer, whether introduced by Agency or not, Client shall remain responsible to Agency for their ten (10%) percent fee as described herein above paragraph (A)(3) and an additional US$1,000.00. The Parties agree and acknowledge that Client would not be in the United States and available for employment except for the actions of Agency and therefore Agency is entitled to and has earned the right to collect said fees. The Parties further acknowledge that the voluntary termination places Agency in a bad light with the employer and jeopardizes Agency's ability to place future clients with employer and other Clients' ability to come to the United States.

3.) In the event that Client does any act to circumvent this agreement and subsequently obtains employment with the prospective employer or any other employer in the United States then Client shall remain responsible to pay Agency the ten (10%) percent monthly fee as described herein above in paragraph (A)(3).

4.) In the event that Client is terminated by employer through no fault of their own, then Client shall not be responsible for any Agency fee until such time that Client finds new employment. Upon the procurement of subsequent employment, whether through the efforts of Agency or not, Client shall be responsible to Agency for the ten (10%) percent fee, only for the remaining period, as described herein above in paragraph (A)(3).

F.) REFUND

1.) In the event that Agency does not provide Client with at least one interview with a prospective employer, through no fault of the Client, then Agency will refund to Client US$150.00.

G.) IDEMNIFICATION

1.) Client shall defend, indemnify and hold Universal Placement, its officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts or omissions or willful misconduct of Client, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Client shall defend Universal Placement at Clients own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Universal Placement, its officers, employees and agents. Client shall pay and satisfy any judgment, award or decree that

EXHIBIT L

may be rendered against Universal Placement, its officers, employees and agents, in any such suit, action, or other legal proceeding. Client shall reimburse Universal Placement, its officers, employees and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Client's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Universal Placement, its officers, employees and agents.

H.) FINAL PROVISIONS

1.) This agreement supersedes any and all other agreements either oral or in writing between the Parties. This agreement is the final and complete agreement as between the Parties, any alleged provisions of any other agreement that are inconsistent with or contradict this agreement are hereby deemed null and void.

2.) This agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that this agreement shall be enforced within any competent court within the County of Los Angeles, State of California, United States of America. If legal proceedings are initiated to enforce this agreement or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees incurred, regardless of any court schedule of fees, in addition to any and all allowable costs or other relief available under the law.

DONE this: 12/17/07 In: Los Angeles, CA

CLIENT: [redacted]

Signature

12/17/07

UNIVERSAL PLACEMENT INTERNATIONAL

DATE

may be rendered against Universal Placement, its officers, employees and agents, in any such suit, action, or other legal proceeding. Client shall reimburse Universal Placement, its officers, employees and agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Client's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Universal Placement, its officers, employees and agents.

H.) FINAL PROVISIONS

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DONE this: 12/17/07 In: Los Angeles, CA

CLIENT: [redacted] Signatur[redacted]

12/17/07

UNIVERSAL PLACEMENT INTERNATIONAL DATE

EXHIBIT M

# PES LICENSED ( ApplicantFee )

Active as of June 17, 2009

Louisiana Licensed Private Employment Services

Betty Ray 84623
**BATON ROUGE CARE SERVICE -Fee: $200.00**
30701 Country Club Lane
Denham Springs, LA 70726
Betty Ray-ApplicantFee-Livingston

Beulah Buford, Sarah Nugent 84624
**BEULAH'S SITTING SERVICE -Fee: $200.00**
940 Kirby Street, Lot #19
Sulphur, LA 70663
Beulah Buford-ApplicantFee-Calcasieu

Eugena E. Cate 84625
**CATE ENTERPRISES, INC. -Fee: $200.00**
320 Lapalco Blvd., Suite D
Gretna, LA 70056
Eugena E. Cate-ApplicantFee-Orleans

Reggy Torgrimson 84627
**CREW SERVICE MARINE PERSONNEL -Fee: $200.00**
104 Freret Street
Morgan City, LA 70380
Rebecca Torgrimson-ApplicantFee-St. Mary

Glen A. Ghirardi, Jr. 84628
**GHIRARDI MARINE AGENCY, INC. -Fee: $200.00**
1201 Brashear Avenue, Suite 324
Morgan City, LA 70380
Glen A. Ghirardi, Jr.-ApplicantFee-St. Mary

Shirley Ann Gobert 84629
**GOBERT'S SITTERS REGISTRY CO. -Fee: $200.00**
1710 22nd Street
Lake Charles, LA 70601
-ApplicantFee-Calcasieu

Chaneta B. Lewis 84641
**GOD'S ANGELS SITTING SERVICE, LLC. -Fee: $200.00**
1822 Short Street
New Orleans, LA 70118
Chaneta B. Lewis-ApplicantFee-Jefferson

EXHIBIT M

# PES LICENSED ( ApplicantFee )

Active as of June 17, 2009

Louisiana Licensed Private Employment Services

Emily M Peyton 84634
**Katie Elders Sitting Service, LLC -Fee: $200.00**
529 Mockingbird Lane
Shreveport, LA 71105
Lauren Thompson-ApplicantFee-Bossier

Edmond Gautreaux, Jr. 84633
**KAY'S SITTING SERVICE -Fee: $200.00**
1942 Williams Boulevard, Suite 11
Kenner, LA 70062
Veneta Gautreaux-ApplicantFee-Jefferson

Dianne Keegan-James 84630
**KEEGAN & KEEGAN OF KENNER, INC. -Fee: $200.00**
20285 Dianne Street
Springfield, LA 70462
Dianne Keegan-James-Applicant Fee Paid-Livingston

Lou King-Patin 84631
**KING-PATIN, LTD. -Fee: $200.00**
315 S. College Road, Suite 160
Lafayette, LA 70503
Lou King-Patin-ApplicantFee-Lafayette

Glenda W. Giles 84632
**LOVING CARE HEALTH SERVICE -Fee: $200.00**
146 Nathan Loop Road
Ruston, LA 71270
Glenda W. Giles-ApplicantFee-Lincoln

Jonnie L. Kennedy 84643
**MARITIME STAFFING LLC -Fee: $600.00**
16913 Highway 3235
Cut Off, LA 70345
-ApplicantFee-Lafouche

Thomas F. Brewer 84635
**OFFSHORE INTERNATIONAL MARINE PERSONNEL SERVICES, INC. -Fee: $200.00**
3718 "A" Navy Boulevard
Pensacola, FL 32507
Thomas F. Brewer-ApplicantFee-out-of-state

EXHIBIT M

# PES LICENSED ( ApplicantFee )

**Active as of June 17, 2009**

**Louisiana Licensed Private Employment Services**

Preston J. Broussard 84636
**P & J INVESTMENTS, INC. -Fee: $200.00**
920 W. Pinhook Road, Suite 222
Lafayette, LA 70503
-ApplicantFee-Lafayette

Kimberly L. Armstrong 84637
**PROGRESSIVE MARINE PERSONNEL -Fee: $200.00**
2305 N. Hullen, Suite 1
Metairie, LA 70001
Timothy Coco-ApplicantFee-Jefferson

Dorothy C. Willis 84638
**PRUDHOMMES PARAMEDICAL REGISTER, INC. -Fee: $200.00**
4534 Barksdale Boulevard
Bossier City, LA 71112
Dorothy C. Willis-ApplicantFee-Bossier

William E. Barletta, Jr. 84639
**RHEMA SERVICES, INC. -Fee: $200.00**
1304 Bertrand Drive, Building D-7
Lafayette, LA 70506
William Barletta-Applicant Fee Paid-Lafayette

William E. Barletta, Jr. 84640
**RHEMA SERVICES, INC. -Fee: $200.00**
800 David Drive, Suite 110
Morgan City, LA 70380
William Barletta-Applicant Fee Paid-St. Mary

Penny St. Pierre 84642
**SOUTHERN JOB SERVICES, LLC -Fee: $200.00**
171 West 137th Street
Cut Off, LA 70345
Penny St. Pierre-ApplicantFee-Lafourche

**Total Records 20**

EXHIBIT N

*STATE OF LOUISIANA*
*DEPARTMENT OF EDUCATION*
*POST OFFICE BOX 94064, BATON ROUGE, LOUISIANA 70804-9064*
Toll Free #: 1-877-453-2721
http://www.louisianaschools.net

November 16, 2007

Ms. Lourdes Navarro, President
Universal Placement International, Inc.
3345 Wilshire Blvd. Suite #407B
Los Angeles, CA 90010

RE: Approved Contract(s)

Dear Ms. Navarro:

Enclosed is a copy of the approved contract between Universal Placement International, Inc. and the Louisiana Department of Education. The original contract document is on file at the Department.

As work is satisfactorily completed, you should complete the enclosed professional services billing form according to the schedule outlined in the contract and submit to Monique Preau.

If you have questions or require additional information, please contact Monique Preau at 225-342-3576.

Sincerely,

Patti J. Wallace, CPPB
Director of Purchasing and Contracts

PJW: ehm

cc: Paul Vallas, Superintendent
Recovery School District

EXHIBIT N

Attachment (4)

# STATE OF LOUISIANA
# DEPARTMENT OF EDUCATION
## *PURCHASING AND CONTRACTS MANAGEMENT*

Not required for Interagency Agreements, Cooperative Endeavor Agreements, Memorandum of Understanding Agreements

Post Office Box 94064 Baton Rouge, Louisiana 70804-9064 Street Address: 1201 N. 3rd Street

## DECLARATION OF CONTRACTUAL OBLIGATIONS

The Louisiana Department of Education (LDOE) and the State Board of Elementary and Secondary Education (SBESE) require the declaration of any prior contractual involvements by a potential contractor. Before engaging in the contract now under consideration, we need your declaration.

Complete this form and return it to the LDOE, Purchasing and Contracts Management. **NO CONTRACT WILL BE APPROVED UNTIL THIS FORM HAS BEEN COMPLETED, SIGNED, SUBMITTED AND DETERMINED BY LDOE TO BE COMPLETE.**

Are you a member of the Louisiana Teachers' Retirement System? YES _____ NO __X__

If your answer is **YES**, you must complete TRSL Form 15 "Retiree Return to Work Notification."

In the last 24 months, have you or any firm in which you hold an interest been involved with any professional service contract or subcontract with the LDOE or the SBESE or any SBESE-operated school, in the capacity of a contractor, subcontractor, or employee of a contractor or subcontractor?

| YES _____ | | NO __X__ | |
|---|---|---|---|

If your answer to the above question is **NO**, please sign in the space provided below. You must also provide your social security number and/or tax identification number in the space provided.

If your answer is **YES**, you must provide the following information. **(Separately list each contract in which you are involved.)**

| Contracting Agency/School | Contractor Name as it Appears on the Contract | Term of Contract (Begin/End Dates) | Dollar Amount of Contract | Description of Work Performed under Contract | Amount of Time Dedicated to Contract (Ex: Hours/Week) |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(If additional space is needed, use the back of this sheet; provide information in the same format as set out above.)

**AFFIDAVIT: By signing below, I certify that the information provided above is complete and accurate, to the best of my knowledge. I understand that any intentional misrepresentation on my part will be grounds for voiding any contractual obligations or commitments and that the LDOE and/or the SBESE may pursue any remedies provided under law.**

| Contractor's Name (Typed or Print) | Address and Telephone Number |
|---|---|
| Universal Placement International, Inc. | 3345 Wilshire Blvd. Suite #407B<br>Los Angeles, CA 90010 (213) 389-8878 |

| Signature of Potential Contractor | Social Security # and/or Tax Identification # | Date |
|---|---|---|
| | | 10/02/07 |

EXHIBIT N

Form A

# STATE OF LOUISIANA
# DEPARTMENT OF EDUCATION
# CONTRACT

C F M 6 5 9 0 9 7

BE IT KNOWN, the Department of Education, Recovery School District, of the State of Louisiana (hereinafter sometimes referred to as *State*) and **Universal Placement International, Inc, 3345 Wilshire Blvd. Suite #407B, Los Angeles, California 90010** (hereinafter sometimes referred to as *Contractor*) do hereby enter into a contract with funds provided by the program entitled **HERA - Restart**, under the following terms and conditions. If a federal program, provide Catalog of Federal Domestic Assistance Number **84.938A**.

## 1. Scope of Services

Contractor hereby agrees to furnish the following services:

- ***Specific goals and objectives:***
  - Contractor will provide the District with teacher recruitment and placement services which meets the needs of the District
- ***Deliverables:***
  - The contractor shall recruit potential candidates for teaching positions in the area of special education.
- ***Performance Measures:***
  - The Contractor will recruit up to 20 teachers in the area of special education to be employed by the Recovery School District.
- ***Monitoring Plan:***
  - The coordinator will monitor services provided by the contractor and will complete a performance evaluation when the contract is completed.

## 2. Payment Terms

In consideration of the services described above, the State hereby agrees to pay the Contractor **a total service fee of $2,500 for each fully employed candidate who in the District's sole determination has successfully performed the duties of the position for thirty consecutive school days. The total amount of the contract will not exceed $50,000**. Payment will be made only on approval of the **RSD Human Resource Director**. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.

If progress or completion is obtained to the reasonable satisfaction of the agency, payments are scheduled as follows:

**Following the thirty-day period of employment of a referred teacher, the Consultant shall**

Form A

**submit an invoice to the District requesting payment. The invoice shall note the name of the employed candidate.**

## 3. Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and shall be identified under **Federal Tax Identification Number** .

## 4. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

## 5. Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## 6. Remedies for Default

The provisions of LSA - R.S. 39:1524 through 1526, shall resolve any claim or controversy arising out of this Contract.

## 7. Ownership

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the State. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the contractor hereby transfers and assigns to the State any intellectual property rights, including but not limited to the copyright of any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the State Superintendent of Education.

If the Contract is 8(g) funded, all provisions of this ownership clause apply except that upon termination or at the completion of 8(g) funding for a project/program, the State Board

of Elementary and Secondary Education (SBESE) may approve a Contractor's request to retain equipment purchased with 8(g) funds based on the Contractor's assurance that the equipment will be used for educational enhancement.

## 8. Assignment of Contract

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## 9. Right to Audit

It is hereby agreed that the Louisiana Department of Education's Internal Auditors, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration's auditors and/or other auditors representing State or Federal government shall have the option of auditing all accounts or records of Contractor which relate to this Contract. All copies of audits must be forwarded to the Louisiana Department of Education's Internal Audit Section.

## 10. Term of Contract

This Contract shall begin on **July 1, 2007** and shall terminate on **June 30, 2008** with the ability to renew for a period of (2) years. The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party. Said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this Contract, including extensions hereto, be for a period of more than three (3) years.

## 11. Fiscal Funding

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

This Contract is not effective until approved by the Department or by the Director of the Office of Contractual Review in accordance with *La. R.S. 39:1502*. It is the responsibility of the Contractor to

advise the agency in advance if the Contract's funds or the Contract's terms may be insufficient to complete the Contract's objectives.

## 12. Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable:

- Title VI and VII of the *Civil Rights Act of 1964*, as amended by the *Equal Opportunity Act of 1972*
- *Federal Executive Order 11246*
- *Federal Rehabilitation Act of 1973*, as amended
- *Vietnam Era Veteran's Readjustment Assistance Act of 1974*
- *Title IX of the Education Amendments of 1972*
- *Age Act of 1975*
- *Americans with Disabilities Act of 1990*

The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

## 13. Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this Contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose truthfully or accurately will be grounds for placing the Contractor in default.

If said failure results in the State's being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

## 14. Compliance Statement

The State's designated Contract Monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable Federal and State laws and

EXHIBIT N

Form A

regulations and the SBESE's policies. The designated Monitor is aware that he/she is subject to disciplinary or appropriate legal action if his/her assurance is knowingly in violation of public laws or the SBESE's policies.

## 15. Debarment and Suspension Clause

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

***THUS DONE AND SIGNED*** at Baton Rouge, Louisiana, on the day, month and year first written below.

***IN WITNESS WHEREOF***, the parties have executed this Agreement as of this 28th day of September, 2007.

**State Agency Signatures**

Superintendent, Recovery School District

Deputy Superintendent for
Management and Finance

Deputy Superintendent of Education

State Superintendent of Education

President, State Board of
Elementary and Secondary Education

**WITNESSES' SIGNATURES**

Notary Public

213 386-7777

**CONTRACTOR'S SIGNATURE**

By:

Telephone: (213) 389-8878

ANA R. CRUZ
Commission # 1660482
Notary Public - California
Los Angeles County
My Comm. Expires Apr 25, 2010

EXHIBIT N

3345 Wilshire Blvd Suite # 407
Los Angeles, California 90010


Universal Placement International, Inc.

October 4, 2007

MEETING OF THE BOARD OF DIRECTORS
OF
**UNIVERSAL PLACEMENT INTERNTIONAL, INC.**

A meeting of the Board of Directors of UNIVERSAL PLACEMENT INTERNATIONAL, INC. was held on 10/01/2007, whereby a resolution was passed authorizing LOURDES NAVARRO, PRESIDENT/CEO by her signature, to enter into any and all contractual obligations on behalf of this corporation.

Lourdes Navarro
Secretary and/or Chairman

Tel # 213.389.8878 Fax # 213.389.8868 Email: UniversalPlmt@aol.com

| Jay Dardenne<br>Secretary of State | DISCLOSURE OF OWNERSHIP<br>(R.S. 12:25 E, 12:205 E and 12:304 A (II)) | |
|---|---|---|
| | Enclose $20 filing fee<br>Make remittance payable to<br>Secretary of State<br>*Do Not Send Cash* | Return to: Commercial Division<br>P. O. Box 94125<br>Baton Rouge, LA 70804-9125<br>Phone (225) 925-4704<br>Web Site: www.sos.louisiana.gov |

State of _____ Parish/County of _____

**BEFORE ME**, the undersigned Notary in and for the parish/county herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that:

UNIVERSAL PLACEMENT INTERNATIONAL, INC.
Corporation Name

is contracting with the state and listed below are the names and addresses of all persons or corporate entities who hold ownership interest of five percent or more in the corporation or who hold by proxy the voting power of five percent or more in the corporation and, if anyone is holding stock in his own name that actually belongs to another, the name of the person for whom held, including stock held pursuant to a counter letter.

1. Persons or corporate entities owning 5% or more:

| Name | Address |
|---|---|
| LOURDES NAVARRRO | 3345 WILSHIRE BLVD. STE 407 LA, CA 90010 |
| | |
| | |

2. Persons or corporate entities who hold by proxy the voting power of 5% or more:

| Name | Address |
|---|---|
| N / A | |
| | |
| | |

3. Stock held for others and for whom held:

| Name / For Whom Held | Address |
|---|---|
| N / A | |
| | |
| | |
| | |
| | |
| | |

ANA R. CRUZ
Commission # 1649482
Notary Public - California
Los Angeles County
My Comm. Expires Apr 28, 2010

**NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #**

Sworn to and subscribed before me, the undersigned Notary Public, on this date: October 02, 2007

LOURDES NAVARRO
Corporation Representative

Notary Signature

55320 Rev. 10/06

(See instructions on back)

Attachment 10

EXHIBIT N

CFMS: 659097

# LOUISIANA STATE DEPARTMENT OF EDUCATION
# PROFESSIONAL SERVICES BILLING FORM

Approved Contract Total $50,000.00 Contract Dates _____

Services Performed Special Education Teachers

## COST ITEMIZATION

Unique Invoice Number _____ Final Bill YES NO (Please Circle.)

Dates of Services Billed 07/16/2007

Amount Requested $47,500.00

*Travel Requested _____ *Attach the Travel Expense Account Form and Receipts.

Total Amount Requested $47,500.00

I, the Undersigned, hereby certify that the above services have been performed; that all documents have been prepared as specified; that this claim is a true and correct claim for necessary expenses incurred by me; and that no payment has been received by me for the billed period.

Universal Placement International — Contractor's Name (Typed or Printed)

20-1764734 — Tax I.D. or Social Security Number

Signature

12-19-07 — Date

3345 Wilshire Boulevard, Suite 407 — Address

Los Angeles — City

CA — State

90010 — Zip Code

### Office Use Only

I confirm that the above named consultant has satisfactorily fulfilled the approved contract service provisions.

APPROVED: _____ Negotiating Program Person _____ Date

_____ Division Director _____ Date

** SUBMIT AN ORIGINAL AND ONE COPY. **

### FOR STATE USE ONLY

CFMS #_____ Acct. Period_____ Schedule Pay Date_____ Single CK_____

Agcy. _____ Org. _____ Object_____ Sub. Object_____ Rept. Cat. _____

Prepared by_____ Approved By_____

Check #_____ Check Date_____

Rev. August 12, 2005

## Monique Preau

**From:** UNIVERSALPLMT@aol.com
**Sent:** Tuesday, May 20, 2008 4:15 PM
**To:** Monique Preau
**Subject:** re: Invoice

Ms. Monique Preau,

I would like to make a follow up on Invoice # CFMS 659097 in the amount of $47,500.00. I would like to know if and when will the payment be issued. I spoke to Ms. Noveta Spokes and she said the invoice would be paid today. Can I please get an update.

Thank you.

Best regards,

**Lulu Navarro**
***Universal Placement International***
***3345 Wilshire Boulevard, Suite 407***
***Los Angeles, California 90010***
***Tel (213) 389-8878 Fax (213) 389-8868***
***Email: UniversalPlmt@aol.com***

EXHIBIT N






# Payee Detail

Sort the information below by clicking on the column headers. Click on the agency number below for contact information.

**Payee Remittance Address:**
STE 407
3345 WILSHIRE BLVD
LOS ANGELES, CA 90010

**Check/EFT Number:** AD 00003481380
**Check/EFT Date:** 05/23/2008
**Status Change Date:** 06/02/2008
**Status:** Cleared

**Check/EFT Line Details:**
(click on agency for contact information)

**Check/EFT Total:** 47,500.00

Total Number of Lines : 1

| Agency | Document ID | Ref Doc ID | Invoice # | Comments | Line Amount |
|---|---|---|---|---|---|
| 682 | 085814404 | PO68208659097 | UPI-01 | | 47,500.00 |