

## SENTOSA'S DECEPTIONS AND LIES

Q: The nurses recruited by Sentosa Recruitment Agency (SRA) were promised direct-hire employment in a New York nursing home facility. Weren't the Sentosa 27+ nurses actually employed at nursing home facilities in New York?

A: The Sentosa 27+ nurses were promised not only direct-hire employment in a New York nursing home facility, but also direct-hire employment by the contracting or sponsoring nursing home facility. Each recruited nurse entered into an employment contract with a specific nursing home facility. Further, each recruited nurse and his/her corresponding contracting employer signed immigration forms with the attestation that the nurse would work for that particular sponsoring/contracting employer. For Sentosa Recruitment Agency to now say that its recruits were promised direct-hire employment in any nursing home facility (and not with a particular nursing home facility) is clearly a sham. "Direct-hire" employment with a particular employer was SRA's buzzword that separated it from most recruitment agencies. It was what prompted the Sentosa 27+ nurses to be recruited by SRA as they wanted "direct-hire employment", as compared to being made agency nurses. However, almost all of the recruited nurses were not even given work assignments in or at the facilities they contracted with. All of them, without exception, were not employed by any nursing home facility. They were all employed as agency nurses of Prompt Nursing Employment Agency, doing business as Sentosa Services. Certainly, they were deceived and lied to.

Q: Sentosa Recruitment Agency claims that the Sentosa 27+ nurses had planned to leave their contracting employers upon their arrival in the United States and that they only used SRA and its nursing home-principals for them to be able to come to the United States.

A: There is no truth to this self-serving allegation. At the time of their resignations in April 2006, the Sentosa 27+ nurses had worked at the various Sentosa-affiliated facilities for several months. In fact, some had worked since 2004. Majority of them came to the United States and started working sometime late 2005. There were only a few who started working in early 2006. None of these nurses premeditated to leave their employer upon their arrival. All of them understood their obligation to work for at least three years with their contracting nursing home facility-employer. But their contracting employers materially breached their employment contracts by not providing them employment. Worse, their actual employer (Prompt/Sentosa Services) did not properly pay them their wages and benefits. The Sentosa 27+ nurses aired their employment and patient care grievances to their supervisors, but these were never addressed satisfactorily. With their contracts having been violated, and with all the abuse and patient care and safety concerns they raised that were not properly addressed, they decided to file complaints and eventually resigned from their employment.

Q: SRA's Francis Luyun and Sentosa Care, LLC's Bent Philipson (Luyun/Philipson POEA Supplemental Answer, Sept. 9, 2006; Philipson Reply Affirmation, June 2, 2006)

claim that the reason the Sentosa 27+ nurses were given work assignments at nursing home facilities different from their contracting or sponsoring employers was because the nurses themselves verbally requested to be transferred to other nursing home facilities so that they could be near their relatives or schools they planned to enroll in for further studies as doctors.

A: Luyun and Philipson lie through their teeth. Their explanation is nothing else but a convenient excuse to hide the fact of their misrepresentation and fraud. They knew at the outset that each recruited nurse was not 100 per cent certain of being employed by the particular nursing home facility that contracted with and/or sponsored the particular nurse. They were merely pooling nurses. It is only when the nurses arrive in the United States that they ask their principals which one of these facilities needed how many number of nurses. Not only that. Instead of having the sponsored nurses work directly for their contracting employers, they used Prompt Nursing Employment Agency/Sentosa Services to be the actual employer of the nurses, thereby making the nurses agency employees, and not direct-hire employees.

Most of these Sentosa 27+ nurses did not have any relatives or friends in the United States whom they could ask to be near to. Why would Eileen Magnaye, who had no relatives in Nassau County, be made to work at Bayview Manor in Nassau County when her contracting and immigration sponsor was Brookhaven Rehab in Queens? For those who had relatives in they United States, they were in fact given work assignments at facilities far from their relatives. Take the case of James Millena. He has relatives in Brooklyn. His contracting employer was Franklin Center in Flushing, Queens. Why was he given work assignment at Avalon Gardens in Suffolk County? Was Brooklyn closer to Suffolk County than Queens? We don't think so. It is the Sentosa 27+'s contention that it was only upon their arrival in the United States that Luyun and Philipson would know at which facility a certain nurse would be able to work at. Of course, this is completely opposite to what they have been telling their nurse-recruits in the Philippines that each recruit would be employed by a particular nursing home facility. As to the Sentosa 27+ nurses who happened to be medical doctors in the Philippines, well, there are five of them. Two of them were given work assignment at Avalon Gardens (Suffolk); two at Brookhaven Rehab (Queens), and another one at Franklin Center (Queens). None of these five have any plans of becoming medical doctors in the United States. They all want to continue working as nurses.

Q: Sentosa Care, LLC's Philipson (Reply-Affirmation, June 2, 2006) claims that none of the Sentosa 27+ nurses raised any complaints of improper salary, overtime pay, night shift differentials, health insurance coverage or reimbursements, with Sentosa Care, Prompt/Sentosa Services or with any of the nursing home facilities, before they (Sentosa group) sued the nurses for breach of contract on April 10, 2006.

A: Philipson lies through his teeth again. Before the Sentosa 27 nurses filed the discrimination charges against the Sentosa facilities in Washington DC on April 6, 2006, they had earlier complained to Philipson himself, to Francris Luyun, to Barry Rubinstein of Prompt/Sentosa Services, and even to their nursing directors/administrators. We have

written documentation to prove that as early as January 2006, nurses had been complaining to Philipson and company about their employment and patient care issues. In fact, Philipson even replied to e-mail messages sent to him by some nurses who expressed their complaints to him electronically. Unfortunately, the nurses' complaints were never addressed properly and to their satisfaction that some of them consulted with lawyers and even complained to the Philippine Consulate General and to the New York State Board of Nursing.

Q: Lawyer Felix Vinluan was impleaded as party-defendant in the civil cases as having allegedly interfered tortiously with the employment contracts of the nurses. He was also indicted with ten nurses for having allegedly conspired to endanger the lives of minor and disabled patients of Avalon Gardens. Did he induce the nurses to resign? Did he advise the nurses to resign?

A: Contrary to Sentosa's allegations, Mr. Vinluan did not induce the nurses to resign. Neither did he advise them to resign. He advised the nurses they could resign, and that if ever the nurses would resign, he would support them as they clearly had the right to resign. The nurses individually entered into employment contracts with specific nursing home facilities. These nursing home facilities did not employ the nurses. Thus, the contracts were materially breached by the nursing home facilities. Mr. Vinluan advised the nurses that as aggrieved parties to breached contracts, they could deem their contracts as having been voided. Further, he advised them that their employment relationship with Prompt/Sentosa Services was an at-will employment relationship considering the absence of employment contracts between Prompt/Sentosa Services and any of the nurses.

It is our belief that the Sentosa Enterprise deliberately impleaded Mr. Vinluan in the civil cases and reported him to the District Attorney's Office in Suffolk County so that he could not represent other nurses still working at various Sentosa-affiliated facilities who were also planning to file against the Sentosa facilities charges for discrimination and complaints for fraud and misrepresentation in the immigration process. There would have been more nurses who would have come out to expose the abuse, discrimination, fraud and misrepresentation being perpetrated by SRA, Philipson, Luyun, and the various Sentosa-affiliated facilities, in collusion with Prompt/Sentosa Services, had the Sentosa Enterprise not started their retaliatory and vindictive actions against the Sentosa 27 nurses and Mr. Vinluan.

Q: It has been reported in the news that the ten nurses who resigned from Avalon Gardens left their employment in the middle of their work shift. How true is this report? Did the Sentosa 27+ nurses abandon their patients?

A: That is the big lie concocted by Sentosa's Philipson and his influential lawyers. And which lie has been parroted by the Suffolk District Attorney's Office in railroading the grand jury proceedings to ensure an indictment against the 10 nurses and Mr. Vinluan.

The Sentosa 27 nurses (including the 10 from Avalon Gardens) did not abandon their patients. When they submitted their respective letters of resignation, only three of

them were at the middle of their shifts. The rest had days off and were not taking care of any patients. Two of the three nurses finished their shifts and properly endorsed the care of their patients to the next nurses on duty. The third one not only finished her shift. She extended her stay for additional four hours even if her replacements had arrived. The issue of patient abandonment has already been ruled upon by the New York State Education Department – Office of Professional Discipline (NYSED-OPD) in favor of the nurses. On September 13, 2006, the NYSED-OPD ruled that the Sentosa 27 nurses did not abandon their patients. There was likewise no moral character issue that could be filed against any of them.

It is our belief that Philipson and his lawyer convinced District Attorney Tom Spota into believing that the nurses abandoned their patients in the middle of their shifts. After the nurses and Mr. Vinluan were indicted last March 22, 2007, the media quoted Assistant District Attorney Leonard Lato as stating that the nurses had walked out on the disabled children (patients) who had nobody to call. If the District Attorney's Office would come out with a blatantly false statement like this to the media, it was more likely the same malicious statement it presented to the grand jury so that it could secure an indictment. Mr. Lato thought that by perpetuating this lie, it would become the truth. It certainly would not. A lie is a lie, no matter how many times it is told.

Justice for Sentosa 27+ Campaign