

**RECEIVED****MAR 25 2004**

Nicolas Nassar  
C/o Khalil Moualem  
908 Nr Ardmore  
Los Angeles CA 90029

March 19, 2004

PRIMARY CARE  
DEVELOPMENT CENTER

Department of Human Resources  
Health Division J1 WAIVER  
505 E. King Street, Room 201  
Carson City, Nevada 89701 – 4797

Dear Sir or Madam:

This letter is to inform you that I am in the process of finding another employer in the Pahrump area because my old employer Sunil Arora M.D. has severely breached the contract between us.

Sunil Arora M.D. has breached the contract by:

- Threatening me to either work in San Bernardino area CA not in Pahrump or he is going to hold my paycheck. I refused. Finally, he held my paycheck on February 24, 04, even though I have worked the required hours per my contract. So I complained to the Labor board and I mailed Primary care medical group a 1 month written notice. I never received any answer.
- He never purchased mal practice insurance for me as per our contract.
- He harassed, abused me at several occasions and obliged me to work extra hours with same salary in other areas. Finally, I have given him a one month notice from February 17 – March 16, 04 to comply with the contract, he did not. So I decided to stop working for him.

It is my understanding that:

- Sunil Arora M.D. is in the activity of finding physicians through J1 waiver programs and making them work for him in the St. Bernardino area. He had several physicians sponsored by USDA waiver program in the past who have left him because of this.
- USDA refused to sponsor any J1 waiver for Sunil Arora since then. So he resorted to the state programs.
- Physician Dr. Jaspareet Saluja M.D. is working in St. Bernardino area rather in Pahrump Nevada per the request of Sunil Arora M.D.

I am at the present time aggressively pursuing a job in the Pahrump area; I will send you a letter as soon as I find a job. If you have any questions please feel free to contact me at phone: 410 409 4286.

Please forward mail to address: Nicolas Nassar  
C/o Khalil Moualem  
908 Nr Ardmore  
Los Angeles CA 90029

Sincerely,  
Nicolas Nassar, M.D.



2001 - 20

February 11, 2002

**Ms. Mary McKenzie**  
State of Nevada  
Department of Human Resources  
Health Division  
Bureau of Family Health Services  
Primary Care Development Center  
505 E. King Street, Room 203  
Carson City, NV 89701-3711

#### PRESERVATION OF MY J-1 WAIVER

I would like to introduce myself. My name is Renante Ignacio, M.D., and I am currently working as a Primary Care Physician for Health Care Center of Las Vegas/Southern Nevada, in Las Vegas, Nevada. I am writing this letter to request your support for my impending change of employers. Due to extenuating circumstances, I am requesting that the Nevada State Health Division support me in this transition and thereby support the preservation of my J-1 waiver.

On November 27, 2000, the State of Nevada recommended my J-1 Visa Waiver to the United States Department of State, which was thereafter approved by the Immigration and Naturalization Service on the February 14<sup>th</sup>, 2001. It was my full intention and commitment to work at Health Care Center of Las Vegas/Southern Nevada for a minimum of five-years and I have indeed been working at the facility in full accordance with my J-1 waiver and H-1B status. However, as articulated below, I am currently facing extenuating circumstances, which simply prohibit my continued employment at Health Care Center of Las Vegas/Southern Nevada.

In fact, my employer has been unreasonable, arbitrary and unjust in his attitude toward my employment.. At all steps, I have been totally willing to work for my employer consistent with my contract and in accordance with the waiver as recommended by your office. I believe that you are aware of my situation and have indicated that these actions make it impossible for me to work at Health Care Center of Las Vegas/Southern Nevada..

I am therefore writing this letter to serve as a formal explanation of the extenuating circumstances that prohibit my continued employment at Health Care Center of Las Vegas/Southern Nevada in Nevada. Although I initially searched for employment opportunities within the Las Vegas and surrounding areas, so as to continue my commitment to providing medical services within the state, I was not successful in finding an interested employer who is willing to offer a reliable and promising working condition.

Nevada State Health Division

Re: J-1 Waiver

February 11, 2002

Page 2 of 2

I have been fortunate enough to recently be offered a position with Primary Healthcare Center, P.C. located in Warner Robins, Georgia. This community is located in a federally designated Health Professional Shortage Area (HPSA) and as a Medically Underserved Area (MUA). My employment at the Primary Healthcare, P.C. will indeed help me continue to serve the fundamental goals of the Conrad State 20 J-1 Waiver program. Therefore, I wish to request your understanding and permission to accept this new position at Primary Care Healthcare P.C. located in Warner Robins, Georgia.

I am compelled to make my explanation brief, yet thorough. Prior to my employment at Health Care Center of Las Vegas/Southern Nevada, I obtained advanced medical training through an ECFMG program. I completed a Residency in Internal Medicine at Robert Wood Johnson Medical School and thereafter completed a Fellowship in Geriatrics at the State University of New York at Stony Brook. I was then offered a position with the Health Care Center of Las Vegas/Southern Nevada. They underwent the process to qualify me for a waiver of my two-year home rule requirement and thereafter qualified me for H-1B status. I have been employed as a primary care physician at Health Care Center of Las Vegas/Southern Nevada since October of 2001.

There are five reasons as to why I can not longer, legally or morally, continue my employment with Health Care Center of Las Vegas/Southern Nevada..

First, my contract with Health Care Center of Las Vegas/Southern Nevada listed three specific employment sites at which I would work, all of which were located in medically underserved areas. These sites were also specified on my J-1 waiver application as the sites I would be providing my medical services to the indigent, underserved populations. However, since I commenced employment with Health Care Center of Las Vegas/Southern Nevada, I have not yet worked at any of the three sites specified. In fact, it has come to my attention that Health Care Center of Las Vegas/Southern Nevada does not even have opened sites in these locations.

Second, Health Care Center of Las Vegas/Southern Nevada has violated the terms of my employment contract as well as violated the terms of my Labor Condition Application. They have repeatedly paid me a salary less than the prevailing wage indicated on my Labor Condition Application. They have repeatedly refused to pay me on the agreed upon bi-weekly basis, as stipulated in my employment contract. While I have demanded payment for services provided, I have not yet been paid the full salary as stated above.. Moreover, although it was mentioned in my original employment contract that health insurance should be provided only by the employer's discretion, they had always told us verbally that they will at least pay fifty-percent of such coverage but unfortunately did not receive any coverage at all.

Third, Health Care Center of Las Vegas/Southern Nevada has been trying to make me work for an HMO not owned by them. They have appointed a physician, Abdul Siddiqui as our medical director. This physician signed a contract with Inpatient Physicians of Nevada (an HMO company) as an independent contractor but had forced me and my colleagues to work for such company which started this month of February 2002 because of the threat that we would not be able to have our salary paid unless we agreed to do it.

Fourth, Health Care Center of Las Vegas/Southern Nevada had forced me to make an application for a personal loan in the amount of \$150,000.00 on October 10, 2001 in order to support the operations of their corporation. Such loan was approved on November 20, 2001. Fortunately, I was able to put on hold the remaining \$50,000 .00 on February 7, 2002.

Nevada State Health Division

Re: J-1 Waiver

February 11, 2002

Page 3 of 3

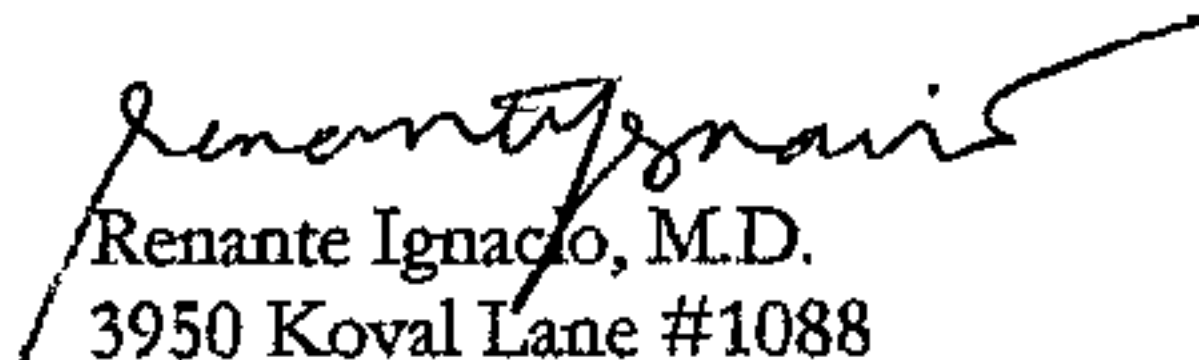
Fifth, I have sought to work through these issues with my employer at every step. I have remained flexible and reasonable in my conversations with my employer, at every step ensuring that I was staying within the perimeters of my contract and J-1 waiver. In fact, after I was not able to make progress with my employer, I hired legal council to try to assist me in ensuring that my employment was at all times legal. It was only after numerous unsuccessful attempts to straighten out my situation that I began to look for new employment.

When I started my job at Health Care Center of Las Vegas/Southern Nevada, I fully intended to work there for, at minimum, a full five-year period of time. However, it simply is no longer feasible for me to continue my employment in light of the legitimate factors set out above. I strongly believe that I should be allowed to use my medical expertise and skills to relocate to Primary Healthcare Center, P.C. Through this action, I will be able to serve the healthcare needs of the indigent and medically underserved U.S. patients and to fulfill the stipulations of the Conrad State 20 Waiver Program.

In hopes of avoiding any future issues in regards to my J-1 waiver, I would appreciate the courtesy of receiving a written statement of your approval of my change in employers from Health Care Center of Las Vegas/Southern Nevada to the Primary Healthcare Center, P.C. in Warner Robins, Georgia. It would be of great help if you would mail this statement directly to the office of Mr. Robert Aronson, the legal counsel who is helping me with my case (Atty. Aronson, Ingber & Aronson, Immigration and Nationality Lawyers, 1221 Nicollet Mall, Suite 506, Minneapolis, MN 55403).

If you have any further questions, please feel free to contact me at (702) 321-7735. As you can imagine, this is of great importance to me. I appreciate your help with this matter.

Cordially,

  
Renante Ignacio, M.D.  
3950 Koval Lane #1088  
Las Vegas, NV 89109  
(702)321-7735



Pinky Kotwal, MD

251 S Green Valley Parkway  
Apt 3614  
Henderson, NV 89012

Phone: 520-465-1673

E-mail: [pinkykotwal@hotmail.com](mailto:pinkykotwal@hotmail.com)

To

Mary McKenzie  
State Of Nevada Department of Human resources  
Health Division  
Bureau Of Family Health Services  
Primary Care Development center  
505 E King St, Room 203  
Carson City, NV 89701-3711

Dated: 3/15/2002

Dear Ms McKenzie

I am writing this letter to your department to bring to your notice a matter of very serious nature that has me extremely disturbed about myself with regards to my job. As you are aware, I am currently working at the Health Care Center of Las Vegas/Southern Nevada. You are also aware of the many problems that I and my colleagues have been facing since we came to Las Vegas to join this practice under the Conrad state 20 waiver program. You also know that my husband, Sandeep Chowdhary, MD had also applied for the waiver from the same practice location last year but withdrew his papers because of the serious irregularities that have been going on over here, forcing many of the physicians to leave the practice.

Due to these problems, I too was forced to consider seeking employment elsewhere and informed my employer of my intention to leave once I had found an alternative job. I planned to give the practice adequate notice (90 days) as per my contractual obligations, despite the fact that the Health Care Center of Las Vegas has reneged on many of the provisions of the same contract (vide infra).

However, as soon as the employer, Mr. Munir Muhamed became aware of my intentions to leave, my colleague Dr Magoyag and I were asked to attend an urgent meeting at the 619, S 10<sup>th</sup> street clinic at Charleston, Las Vegas. The meeting was supposed to be attended by the employer along with the medical director, Dr Abdul Siddiqui at 2.30 PM today.

Jeanette copy  
Supera 3-19-02  
Office of  
Attorney  
General  
400 W King  
St  
Ste 406  
Carson City  
NV 89701  
Ph. 687-4723

HHP  
Hometown Health  
Plan - Providers - Partners  
775-982-3000 • 800-336-0123

www.hometownhealth.com

(page 2)

We were completely shocked when Mr. Munir Muhamed brought a total stranger into the meeting room instead, and closed the door behind them. This person then started shouting and threatening both me and Dr Magoyag of severe and dire consequences if we dared to leave the practice. He said that it was 'he who got us our visas' and we were therefore now 'answerable to him'. He also emphasized repeatedly that it was his money that we were 'messing with'.

He warned that he would personally make sure that we never found a job anywhere else and he would 'have us deported within forty eight hours' if he came to know that we were planning to leave the practice.

All through the conversation, he kept warning us repeatedly that he had very close connections with the Governor of Nevada and that is how he had managed to get the other doctors visas in the first place.

He said that he would use the Governor's office again to make sure that we could never leave.

Both Dr Magoyag and I are very disturbed by this whole event and we are now very concerned about our personal safety. The fact that a complete stranger was brought to our own clinic to threaten us of dire consequences by the employer himself is a matter of grave concern. I no longer feel safe here especially since I live alone and my profession requires me to go to the hospitals at odd hours to provide patient care. We also intend to seek legal advice regarding this matter as soon as possible.

We are also quite disturbed that the person claims to have strong political connections and I am concerned about the kind of influence he can have, if any, regarding any possible job transfer from this place.

I had initially decided to give my employer adequate notice and I had made this clear to the employer just one day prior to today's event. However now I do not feel it is possible for me to continue working at this place. I had come to Las Vegas with full intentions to provide care to the underserved population of the area but I think I can no longer render medical care to patients while I have to constantly watch out for my own safety.

As far as the reasons as to why I had decided in the first place to leave this place and seek employment elsewhere are concerned, I wish to submit the following:

- 1) My contract with Health Care Center of Las Vegas listed three specific employment sites at which I would work, all of which were listed in medically underserved areas (34 Water Street, Henderson, NV, 3726 E Lake Mead Blvd, Las Vegas and 916 W Owens Ave, Las Vegas). These sites were also specified on my waiver application as the sites from where I will be providing medical care to the indigent underserved population. However, since I commenced my services, I

(page 3)

have not yet been able to work at any of these sites. In fact the sites are not even in function. There is only one functioning clinic currently in an underserved area (north Las Vegas) but most of the medical care is being provided at the Charleston Clinic (non-underserved).

- 2) The Health Care Center has violated the terms of my employment contract as well as the Labor Condition Application (LCA). They have repeatedly paid me a salary less than the prevailing wage indicated by him to the INS. In fact, the clinic did not provide ANY salary from October to December last year forcing me to temporarily suspend my services till they were able agreeable to paying my salary, albeit less than the amount mentioned on the LCA. I am yet to receive salary for the months mentioned above.
- 3) Moreover, although it was mentioned in my original employment contract that health care insurance should be provided at the employer's discretion, we had been promised verbally that they will pay at least 50% of such coverage. Unfortunately, we did not receive any such support at all.
- 4) Health Care Center has been forcing us to provide services for an HMO not owned by them. Dr. Abdul Siddiqui has been appointed the medical director by the clinic and he in turn signed a contract with Inpatient Physicians Of Nevada (IPN) as an independent contractor. I and my colleagues have been forced to work for such company and provide care as HMO providers in the local hospitals in Feb, 2002 because of the threat that we will not be able to have our salaries paid if we refused. Because of this, our services are being diverted to the non-underserved areas. We are under constant pressure from the employer to provide care as HMO physicians in the non-underserved area, which affects our ability to complete at least forty-hour service in the underserved areas of Las Vegas.
- 5) The employer, Mr Munir Muhamed almost forced me to take a loan of \$100,000.00 from the bank for the clinic saying that he will not be able to run the practice and pay our salaries if we did not 'help him out'. I was able to refuse but he pressurized my colleague, Dr Ignacio to take a personal loan of \$150,000.00 for him.
- 6) I have tried my best to work through these problems with my employer at every step. We have had numerous meetings with the employer in the past regarding our concerns and issues. It was only after so many unsuccessful attempts to resolve my situation, that I was forced to seek new employment opportunities. I have remained absolutely flexible in my approach, trying to ensure that I was within the perimeters of my contractual obligations and waiver requirements.

I feel the whole purpose of my coming here to provide care to the underserved population has been defeated and I constantly feel that my legal and moral responsibilities are being undermined at the behest of the employer. Furthermore, I am now concerned about my

(page 4)

own personal safety. Therefore, it is not possible for me to continue working at the same place anymore.

It is no coincidence that all the physicians who joined this practice in the last one and a half years were forced to leave within a few months of their joining due to the serious irregularities in the practice.

When I started my job at the Health Care Center of Las Vegas, I fully intended to work here at minimum a full 5-year period. However, it is simply no longer feasible for me to continue working here due to the reasons enumerated above.

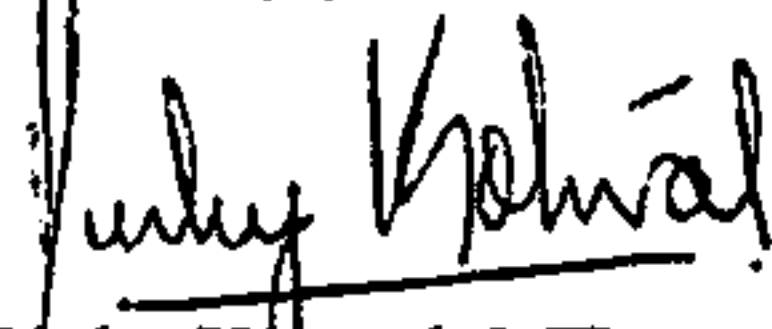
I sincerely hope that you will support my job transfer to a different location within or outside the state of Nevada. I hope that you can understand that this is of great importance to me both from the standpoint of my career and for my personal safety.

In case you have any questions or concerns, please feel free to contact me at the contact number given above.

Again, I greatly appreciate your help in anticipation.

Thanking you

Sincerely yours

  
Pinky Kotwal, MD

Dated: March 15<sup>th</sup>, 2002



September 25, 2001

Michael K. Gammell MPA  
Primary Care Development Center  
505 E King Street, Room 203  
Carson City, NV 89701-3711

01-06  
**RECEIVED**

OCT 08 2001

PRIMARY CARE  
DEVELOPMENT CENTER

Dear Mr Gammell

It was a great pleasure talking to you. You have been very kind and considerate. I sincerely appreciate your time and advise in regards to my employment situation here in Las Vegas, Nevada.

I regret to inform you that I had to change my employers and I apologize for any inconvenience caused by this to the waiver program. My new employer will be Guadalupe Medical Center located at 1820 E. Lake Mead Blvd, North Las Vegas, NV 89030. I have filed for a transfer of my H-1 B visa with the INS. I will inform you the INS decision as soon as I receive it.

My main reason among others for changing employers is that Healthcare Center of Las Vegas now known as healthcare center of Southern Nevada owned and operated by Mr Munir Mohammed and his wife Mrs Heidi Mohammed does not have a functioning clinic in a designated underserved area at this time and has not had one since February 2001.

Mr Mohammed has listed three addresses for clinic locations in the INS petition and provided me with three different addresses here in Las Vegas and based on my personal visits to all these sites on several occasions in the past three months none of them had any signs indicating presence of a health care facility operated by Mr Mohammed except for his main office on 10<sup>th</sup> Street, Las Vegas which is not in an underserved area.

My only goal is to work and give my best to people of North Las Vegas and serve the purpose of my medical training and visa waiver granted to me by the State of Nevada.

Please feel free to contact me at the address below for any additional questions or information you need from me. Also please note that my last name has changed from Vijayendra to my maiden last name Rao.

Once again thank you for your kindness.

Yours truly,

*Suman S Rao*  
\*Suman S Rao

4800 E Tropicana Ave, Apt # 2057  
Las Vegas, NV 89121  
Ph: 702-436-0293

17/05/01 32003

**Nouhad Damaj,MD  
Rola Saad, MD  
1895 North Green Valley Parkway Apt 1714  
Henderson,NV 89074**

**Dear Sir/Madam,**

**I, Nouhad Damaj,am writing this letter to report the following major irregularities and law violations performed by my J1 waiver sponsor The Care Center of Las Vegas also known as the Health Care Center of Southern Nevada.owned by Munir Muhamed.**

**1-my waiver contract with my employer is illegal according to the law of Nevada which states that a company must have a physician as part of the corporation to be able to hire a J1 waiver doctor and the corporation physician should be signing the employment contract.My contract was only signed by a nonphysician and the company at that time did not have any physician as part of the corporation.**

**2.In addition the corporation should be registered as a professional business in order to hire physician.To date my employer's company is still registered as a regular business.**

**3-The law states that the employer should put the J1 waiver doctor on the payroll within 3 months of obtaining the H1b approval.i got my visa approval in september2001 and to date I am not on the payroll and I am not allowed to work because my employer cannot afford to pay my salary.Munir Muhamed had 6 j1 waiver physicians approved for his alleged underserved clinics but 4 out of those are still practically unemployed because he does not have the money to pay them.The only reason why the remaining 2 are working is because they are on loan(a personal loan for 1 and a loan from Sunrise hospital for the other)**

**4-The j1 waiver law states that a j1 waiver physician should be working at least 40 hours in an underserved area.On my contract there are 3 underserved locations that are mentioned but none in reality is open to business:**

**-the first address is 3726 East Lake Mead Blvd Las Vegas NV 89115.There is no functional medical clinic at that address.**

**-the second address is 916 South Owens Avenue Las Vegas NV 89016 .This clinic has been under litigation because my employer failed to pay the rent and it is still not open to business.**

**-the third address is 34 th Water street Henderson NV ,the lease of which was broken by my lawyer.**

**The only functional clinic in an underserved area is a new location at 3606 north Las Vegas Blvd suite 110 Las Vegas NV 89115.**

**My employer has forced his 2 working J1 waiver doctors to work in a clinic that is not underserved at the following address 619 South 10 th street Las Vegas NV 89101 otherwise they will be fired.Consequently,they are not fulfilling their 40 hour requirements.When asked about it Munir and his recently assigned medical director said they will submit the paperwork to the state department of health claiming that their J1 physicians are fulfilling the 40 hour requirements although they are not.**

Please note that items 1 through 4 apply to my wife status Dr Rola Saad that works for the same employer.

S-DR Siddiqui, the current medical director of the business has made a personal deal with the HMO to cover their inpatients for 8 city hospitals none of which is underserved. Every J1 physician was forced to do 37 hours per week to cover those calls (mostly night times) that would tremendously interfere with their ability to perform their 40 hour requirements in underserved areas (please find enclosed the HMO agreement and the schedule for the 4 J1 physicians including DR Damaj, Dr Kotwal, Dr Magoyag and Dr Ignacio). The employer has threatened those physicians that either they do the HMO deal or their contract would be terminated. My contract as well as My wife contract Dr Rola Saad (one of his J1 waiver) were terminated the day we questioned all these illegal practices.

My employer has broken the J1 waiver laws repeatedly by abusing physicians for his own proper benefits with frequent threats of contract termination and bankruptcy filing if his physicians do not follow his orders.

The employer is refusing to allow his physicians to even start work because he cannot afford the salaries. He has at least 3 lawsuits against him because of his failure to payback loans and a previous history of failure to pay his previous J1 waiver doctors including Dr Khaista, Dr Gomez and Dr Rao and they all had to look for other jobs with the stress and the financial difficulties that process entails.

I am writing you today to ask for your help to find me and my wife a new sponsor and not to grant Munir Muhammad, Dr Siddiqui or whoever represents the health care center of Las Vegas any further J1 waiver physician because he is abusing them, not paying them in a timely fashion and making them work in areas that are not underprivileged. The other physicians are reluctant to send you signed letters because the employer is threatening them that he would terminate their contracts if they complain to the state department.

Munir Muhammad has already committed fraud according to the law of Nevada and it is the time to investigate his business and stop his abuse of J1 physicians by breaking the J1 waiver rules.

If you have any questions please free to contact me at 702 617 2810 or the cellular number 702 524 7588.

Sincerely Yours,

  
Nouhad Damaj

  
Rola Saad

January 24, 2002

*Keith M. Lyons Jr.*  
*Carolyn Ellsworth*

*Law Firm of*  
***Lyons & Ellsworth, Ltd.***  
*512 South 8<sup>th</sup> Street*  
*Las Vegas, NV 89101*

*Also Admitted to*  
*Practice Law in:*  
*Oregon*  
*California*

*Telephone: (702) 432-8655*

*Facsimile: (702) 432-8715*

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (collect), and return the original message to us at the above address via the U.S. Postal Service. Thank You.

Date: January 31, 2002

To: Mary McKenzie, Dept. Of Human Resources, Health Division (Primary Care Office)

FAX NUMBER SENDING TO: 775-684-4046 From: Carolyn Ellsworth, Esq.

Re: Drs. Damaj and Saad

DOCUMENT SENT: Letter

TOTAL NUMBER OF PAGES (Including Cover sheet): 4

MESSAGE/COMMENTS:

**REQUIRES IMMEDIATE ATTENTION**

PLEASE CONTACT OUR OFFICE AT THE ABOVE NUMBER IF YOU DO NOT RECEIVE ALL PAGES. THANK YOU.

ORIGINAL/COPY WILL BE SENT VIA:

  x   MAIL

       MESSENGER

       FEDERAL EXPRESS

       WILL NOT BE SENT



*Law Firm of*  
***Lyons & Ellsworth, Ltd.***  
*512 South 8<sup>th</sup> Street*  
*Las Vegas, NV 89101*

*Keith M. Lyons Jr.\**  
*Carolyn Ellsworth\*\**

*Also Admitted to*  
*Practice Law in:*  
*\*Oregon*  
*\*\*California*

*Telephone: (702) 432-8655*      *Facsimile: (702) 432-8715*

January 30, 2002

Michael H. Singer, Esq.  
520 South Fourth Street, Second Floor  
Las Vegas, Nevada 89101-6593

**VIA FACSIMILE TRANSMISSION AND U.S. MAIL**

Re: Dr. Nouhad Damaj and Dr. Rola Saad

Dear Mr. Singer:

This firm represents Drs. Damaj and Saad in connection with their employment contracts with The Health Care Center of Las Vegas, a Nevada corporation, as well as other matters associated with said employment. I am in receipt of your letters to each of them dated January 24, 2002. I note that each letter indicates that the subject matter thereof is "Breach of Employment Agreement."

I would first point out that my clients' employment agreements are with The Health Care Center of Las Vegas, Inc. and not your client, Dr. Siddiqui. A check with the Nevada Secretary of State's on-line records indicates that The Health Care Center of Las Vegas, Inc. is in good standing with a current list of officers and directors on file. Said list does not include Dr. Siddiqui, nor do I have any documents which would indicate that said contracts have been assigned to Dr. Siddiqui. Furthermore, in a separate Loan Repayment Agreement executed last week, Munir Muhamed, majority shareholder and resident agent for The Health Care Center of Las Vegas, acknowledged that Dr. Saad is employed by said corporation (and not Dr. Siddiqui). Finally, the Clark County Clerk's Office has no fictitious name filing for your client doing business as "Health Care Centers of Las Vegas" or The Health Care Center of Las Vegas. Thus, my client's position is that Dr. Siddiqui has no authority, to terminate an agreement to which he is not a party.

Furthermore, while your letter implies that my clients have breached their employment contracts with The Health Care Center of Las Vegas, this is not the case.

Re: Drs. Damaj and Saad  
January 31, 2002  
Page 2

In fact, Dr. Saad has now been actively employed for said corporation in the practice of medicine, and has not yet been paid – in violation of both her employment contract, and NRS 608.060. Dr. Damaj has not “failed to obtain the required Medicare and Medicaid approvals”, as these are currently pending and it was anticipated in his employment contract, that the process would take 90 days from the time his waiver was obtained.

Your letter to Dr. Damaj also implies some obligation for Dr. Damaj to provide his services as a physician under your client's contracts with certain unspecified HMOs. I am in possession of information that Dr. Siddiqui was negotiating an agreement with Inpatient Physicians of Nevada to serve as an independent contractor, and that he was falsely representing that he had the authority to obligate Dr. Damaj to provide services under that agreement. In fact, there is nothing in Dr. Damaj's employment agreement with The Health Care Center of Las Vegas, that would allow Dr. Siddiqui to contract on his behalf with HMOs or anyone else. While Dr. Damaj was willing to voluntarily assist Dr. Siddiqui and provide services to Inpatient Physicians, he wanted to make clear that he was under no obligation to do so, and he wanted to make sure that it would not interfere with his obligations under his employment contract with The Health Care Center of Las Vegas.

My review of this entire matter would seem to indicate that The Health Care Center of Las Vegas, Munir Muhamed, and your client have conspired to take advantage of physicians coming to this country on J1 waiver visas in the hopes that they will not complain for fear of losing their immigration status, and medical licenses. The fact that you purport to have copied the U.S. Department of Immigration and the Nevada Board of Medical Examiners with your letters to my clients, is evidence of that. This most recent and unenforceable attempt to terminate my clients' employment contracts would seem to be motivated by my client, Dr. Damaj, being identified as the “trouble maker” who should be made the example (along with his wife, Dr. Saad) in order to bring the other similarly situated physicians into line. My guess is that the Nevada Supreme Court would take a dim view of such conduct.

Please be advised that my clients do not recognize your client's authority to terminate their employment agreements with The Health Center of Las Vegas, since we can find no evidence of such authority. Should they be given notice of intent to terminate, from someone with authority to do so, I will advise my clients as to their legal rights, including, but not limited to, a right to sue the corporation or its successors for

---

*Law Firm of  
Lyons & Ellsworth, Ltd.*

Re: Drs. Damaj and Saad  
January 31, 2002  
Page 3

fraud and bad faith, and their potential rights to sue your client for tortious interference with contract.

Sincerely,

Lyons & Ellsworth, Ltd.



Carolyn Ellsworth, Esq.

cc: Elizabeth Zarubi, Nevada Board of Medical Examiners  
Mary MacKenzie, Nevada Dept. Of Human Resources, Health Division  
U.S. Department of Immigration

---

*Law Firm of  
Lyons & Ellsworth, Ltd.*