

IN THE CIRCUIT COURT OF THE  
17<sup>th</sup> JUDICIAL CIRCUIT IN AND FOR  
BROWARD COUNTY FLORIDA

CIRCUIT CIVIL DIVISION

H. R. EMPLOYER SOLUTIONS GROUP  
LLC, a Florida limited liability company,

Plaintiff,

v.

CASE NO. \_\_\_\_\_

STEWARD HEALTH CARE SYSTEMS LLC,  
a foreign limited liability company,

Defendant.

**COMPLAINT**

Plaintiff, H. R. EMPLOYER SOLUTIONS GROUP LLC, by and through its undersigned counsel, sues Defendant, STEWARD HEALTH CARE SYSTEMS LLC, (referred to collectively as the "Steward" or "Defendant"), and hereby states for its complaint as follows:

**INTRODUCTION**

1. This is an action for damages in excess of \$50,000.00 excluding attorneys' fees and costs. The Complaint sets forth four causes of action: (1) account stated; (2) open account; (3) unjust enrichment; and (4) intentional interference with contractual relationships. Steward has failed to make payment to the Plaintiff of undisputed invoices and also engaged in a scheme to illegally solicit contracted staff being provided by the Plaintiff staffing company to several Steward Hospitals located in South Florida.

## GENERAL ALLEGATIONS

2. H. R. EMPLOYER SOLUTIONS GROUP LLC (hereinafter referred to as "Plaintiff") is a Florida limited liability company with its principal office in Broward County, Florida. Plaintiff is a licensed health care staffing agency that supplies high quality and reliable staffing to hospitals.

3. STEWARD HEALTH CARE SYSTEMS LLC., is a foreign limited liability company authorized to do business in Florida. Steward is the largest for-profit hospital operator in the United States. Without limitation, Steward operates the following South Florida hospitals: (1) Florida Medical Center; (2) Palmetto General Hospital; and (3) North Shore Medical Center (hereinafter referred to as "Steward Hospitals").

4. Plaintiff had been supplying a variety of staff to the three Steward Hospitals for several years prior to Steward's purchase and operation of the three hospitals.

5. Beginning in the summer of 2023, after Steward purchased the three hospitals, Steward began a campaign to cease utilizing Plaintiff's staffing services while at the same time soliciting away the Plaintiff's contracted staff. These efforts were conducted and coordinated directly through the Steward corporate office, by and through Stephanie Jenkins, a Vice President of Staffing & Workforce Planning.

6. Steward did solicit away a majority of the Plaintiff's contracted staff. Steward knew that the staff were contractually obligated to work for and on behalf of the Plaintiff. All of the Plaintiff's contracted staff were contractually prohibited from working directly for a hospital client for a year from the end of any staffing assignment.

7. Steward has also failed to pay the Plaintiff for the staff that worked at the three hospitals prior to Steward's improper appropriation of the Plaintiff's contracted staff.

During the parties' business relationship, Plaintiff would submit weekly invoices to the Steward Hospitals for the various staff assigned by the Plaintiff. At no time has Steward objected to any of the invoices submitted by Plaintiff.

8. All payments required to be made by Steward to Plaintiff were due and payable to Plaintiff's office located in Broward County, Florida.

9. All conditions precedent to this action have occurred, been waived or have otherwise been satisfied.

10. The Plaintiff engaged the undersigned law firm to prosecute its interests in this action and agreed and is obligated to pay reasonable attorneys' fees for the firm's services. The Defendant may be liable for said attorney's fees pursuant to Florida law.

**COUNT I**  
**ACCOUNT STATED**

11. This first count seeks damages against the Defendants on the claim of an account stated.

12. Plaintiff restates and incorporates by reference Paragraphs 1 through 10 for this Paragraph 12 of the Complaint.

13. Before the institution of this action Plaintiff and the Defendants engaged in business dealings. Plaintiff would render to the Steward Hospitals weekly invoices for the staffing services provided by the Plaintiff's contracted staff.

14. The Defendant is the hospital operator and responsible for the payment of the past due invoices. The Steward Hospitals agreed to the resulting balances set forth in the invoices and made certain payments toward the total balance. Attached as Exhibit 1 is an Aging Report for all past due invoices. All pending invoices due from the Defendant

to the Plaintiff are more than 120 days past due. The Defendants owe the Plaintiff \$187,212.29 that is due with interest since June 21, 2023, on the account.

WHEREFORE, Plaintiff demands judgment against the Defendants for all damages, pre-judgment interest, and costs in addition to all other relief this Court deems just and proper.

**COUNT II**  
**OPEN ACCOUNT**

15. This second count seeks damages against the Defendant on the claim of an open account.

16. Plaintiff restates and incorporates by reference Paragraphs 1 through 10 hereof for this Paragraph 16 of the Complaint.

17. The Defendants owe the Plaintiff \$187,212.29 that is due with interest since June 21, 2023, according to the account aging report attached hereto as Exhibit B.

WHEREFORE, Plaintiff demands judgment against the Defendants for all damages, pre-judgment interest, and costs in addition to all other relief this Court deems just and proper.

**COUNT III**  
**UNJUST ENRICHMENT**

18. This third count seeks damages against the Defendant on the claim of unjust enrichment.

19. Plaintiff restates and incorporates by reference Paragraphs 1 through 10 for this Paragraph 19 of the Complaint.

20. If the Plaintiff is unable to proceed with the actions at law set forth above, the Plaintiff will not have an adequate remedy at law. This Count is therefore plead in the alternative to the action at law.

21. Plaintiff conferred a benefit upon the Defendant by providing high quality and dependable hospital staff at an agreed upon price.

22. The Defendant requested certain staffing assignments to be filed by the Plaintiff's contracted hospital staff. The Defendant then accepted and utilized the Plaintiff's contracted staff provided.

23. The Defendants retained all the benefit of the assigned staff but has failed to make payment for such staff assigned by the Plaintiff.

24. Under the circumstances, the Defendant's request for Plaintiff's staff, acceptance of the staff and assignment to the desired positions is inequitable without paying the Plaintiff the agreed wage for all assigned staff.

WHEREFORE, Plaintiff demands judgment against the Defendants for all damages, pre-judgment interest, and costs in addition to all other relief this Court deems just and proper.

**COUNT IV**  
**TORTIOUS INTERFERENCE WITH A BUSINESS RELATIONSHIP**

25. This fourth count seeks damages from the Defendant based on the Defendant's tortious interference with business relationships.

26. Plaintiff restates and incorporates by reference Paragraphs 1 through 10 for this Paragraph 26 of the Complaint.

27. Plaintiff is in the business of provided temporary staffing for hospitals and health care providers. Plaintiff employs the temporary staff and then assigns such staff

to the Plaintiff's client hospitals and health care providers. The Plaintiff's staff all sign agreements that they will not work directly with any assigned hospital for a minimum of one-year from the last assignment.

28. Steward had actual knowledge of the business relationships between the Plaintiff and the staff being assigned to the Steward Hospitals. Moreover, Steward had actual knowledge that the assigned staff were prohibited from accepting direct employment from the Steward Hospitals for the one year restricted period.

29. Steward intentionally and without any justification interfered with the employer/employee relationship between the Plaintiff and the assigned staff. Steward, by and through its managing agent, made various misrepresentations and falsehoods to the Plaintiff's assigned staff for the purpose of inducing such staff to breach their agreements with Plaintiff and accepting employment directly from Steward.

30. Steward was engaged in a scheme to appropriate the Plaintiff's staff, reduce operating expenses, and increase profit margins of the Steward Hospitals for the ultimate goal of finding a buyer for the individual hospitals. Steward sought to maximize the selling price of the Steward Hospitals by tortuously interfering with the Plaintiff's business relationship with the Plaintiff's employees.

31. Plaintiff has been severely damaged by the actions of Steward. Each individual Plaintiff employee appropriated by Steward represents a revenue loss for the Plaintiff. Steward appropriated the majority of staff assigned by the Plaintiff to work at the Steward Hospitals. The actions by Steward have imperiled the very future of the Plaintiff Company.

WHEREFORE, Plaintiff demands judgment against the Defendant, for all damages, including lost revenue for each individual employee, interest, reasonable attorneys' fees and costs in addition to all other relief this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Respectfully submitted,

**RODOLFO NUÑEZ, P.A.**

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*/s/ Rodolfo Nuñez*  
\_\_\_\_\_  
Rodolfo Nuñez, Esq.  
Florida Bar No.: 16950

# **EXHIBIT 1**

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Account No	Debtor Name	Invoice Id	Inv Date	Over 180
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-20889	03/01/2023	\$ 1,426.88
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-20900	03/01/2023	\$ 737.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-20935	03/15/2023	\$ 1,035.75
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-20936	03/15/2023	\$ 1,300.25
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-20973	03/22/2023	\$ 183.75
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21041	04/12/2023	\$ 1,396.88
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21059	04/12/2023	\$ 63.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21060	04/14/2023	\$ 781.25
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21069	04/19/2023	\$ 1,788.51
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21075	04/19/2023	\$ 1,500.76
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21076	04/19/2023	\$ 802.88
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21077	04/19/2023	\$ 1,052.88
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21078	04/19/2023	\$ 1,206.77
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21079	04/19/2023	\$ 1,063.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21080	04/19/2023	\$ 1,030.50
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21081	04/19/2023	\$ 1,804.38
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21082	04/19/2023	\$ 1,555.76
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21083	04/19/2023	\$ 721.51
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21084	04/19/2023	\$ 269.50
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21085	04/19/2023	\$ 1,032.01
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21086	04/26/2023	\$ 773.25
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21087	04/26/2023	\$ 1,310.75
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21088	04/26/2023	\$ 836.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21089	04/26/2023	\$ 2,254.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21090	04/26/2023	\$ 2,695.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21091	04/26/2023	\$ 2,312.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21092	04/26/2023	\$ 797.50
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21093	04/26/2023	\$ 1,250.14
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21094	04/26/2023	\$ 275.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21095	04/26/2023	\$ 1,250.13
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21096	04/26/2023	\$ 986.88
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21097	04/26/2023	\$ 1,511.02
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21113	04/26/2023	\$ 264.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21114	04/26/2023	\$ 532.25
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21115	04/26/2023	\$ 528.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21116	04/26/2023	\$ 2,474.50
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21134	05/03/2023	\$ 2,786.88
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21135	05/03/2023	\$ 2,294.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21136	05/03/2023	\$ 418.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21137	05/03/2023	\$ 1,150.63
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21138	05/03/2023	\$ 717.38
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21141	05/03/2023	\$ 1,178.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21143	05/03/2023	\$ 810.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21144	05/03/2023	\$ 2,952.25
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21145	05/03/2023	\$ 2,731.75
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21146	05/10/2023	\$ 2,431.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21154	05/10/2023	\$ 539.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21155	05/10/2023	\$ 121.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21156	05/10/2023	\$ 502.88
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21167	05/10/2023	\$ 2,335.98
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21168	05/17/2023	\$ 187.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21169	05/17/2023	\$ 528.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21181	05/17/2023	\$ 1,251.38
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21182	05/17/2023	\$ -
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21183	05/17/2023	\$ -
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21188	05/17/2023	\$ -
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21189	05/17/2023	\$ -
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21190	05/17/2023	\$ -

FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21191	05/17/2023	\$ 3,302.60
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21202	05/24/2023	\$ 2,731.75
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21203	05/24/2023	\$ 269.50
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21204	05/24/2023	\$ 430.13
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21205	05/24/2023	\$ 485.75
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21206	05/24/2023	\$ 1,012.50
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21207	05/24/2023	\$ 514.50
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21208	05/24/2023	\$ 269.50
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21209	05/24/2023	\$ 2,222.13
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21210	05/24/2023	\$ 3,136.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21211	05/24/2023	\$ 3,025.75
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21212	05/24/2023	\$ 1,144.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21213	05/24/2023	\$ 247.50
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21230	05/31/2023	\$ 721.51
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21231	05/31/2023	\$ 747.25
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21232	05/31/2023	\$ 1,552.01
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21233	05/31/2023	\$ 761.25
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21234	05/31/2023	\$ 1,504.01
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21235	05/31/2023	\$ 3,136.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21236	05/31/2023	\$ 3,072.06
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21237	05/31/2023	\$ 936.87
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21238	05/31/2023	\$ 539.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21239	05/31/2023	\$ 986.76
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21240	05/31/2023	\$ 220.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21244	05/31/2023	\$ 513.88
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21247	06/07/2023	\$ 1,563.75
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21252	06/07/2023	\$ 1,327.25
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21253	06/07/2023	\$ 1,800.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21254	06/07/2023	\$ 896.50
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21255	06/07/2023	\$ 196.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21256	06/07/2023	\$ 2,805.25
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21257	06/07/2023	\$ 3,385.66
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21258	06/07/2023	\$ 1,016.76
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21259	06/07/2023	\$ 159.50
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21268	06/07/2023	\$ 755.88
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21269	06/07/2023	\$ 966.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21270	06/07/2023	\$ 1,425.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21275	06/14/2023	\$ 2,004.10
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21276	06/14/2023	\$ 3,007.38
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21277	06/14/2023	\$ 1,764.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21282	06/14/2023	\$ 2,777.25
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21285	06/14/2023	\$ 2,544.75
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21287	06/14/2023	\$ -
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21296	06/23/2023	\$ 2,096.25
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21297	06/23/2023	\$ 2,808.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21298	06/23/2023	\$ 2,682.75
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21299	06/31/2023	\$ 1,084.16
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21226	05/31/2023	\$ 1,078.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21064	04/19/2023	\$ 234.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21219	05/31/2023	\$ 2,940.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21221	05/31/2023	\$ 3,249.75
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21224	05/31/2023	\$ 2,632.88
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21254	06/07/2023	\$ 2,422.88
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21255	06/07/2023	\$ 2,666.63
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21256	06/07/2023	\$ 2,574.00
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21257	06/07/2023	\$ 2,349.75
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21258	06/07/2023	\$ 2,798.25
FLORIDA MEDICAL	STEWARD HEALTH CARE SYSTEMS LLC	778-21259	06/07/2023	\$ 2,730.00

### Totals