

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

September 19, 2013

Date of Report (Date of earliest event reported)

FRESH START PRIVATE MANAGEMENT INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of
incorporation)

333-153381

(Commission File Number)

26-1972677

(IRS Employer Identification No.)

601 N. Parkcenter Drive
Suite 103

Santa Ana, California

(Address of principal executive offices)

92705

(Zip Code)

(714) 462-4880

Registrant's telephone number, including area code

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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SECTION 5. CORPORATE GOVERNANCE AND MANAGEMENT

ITEM 5.02 DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS

Effective on September 13, 2013, the Board of Directors of Fresh Start Private Management, Inc., a Nevada corporation (the "Company"), accepted the resignation of Jorge Andrade as the Chief Executive Officer/Secretary/Treasurer of the Company. Mr. Andrade will continue as a consultant and remain as Chairman of the Board of Directors. Effective on September 13, 2013, pursuant to written consent resolutions of the Board of Directors, the Board of Directors appointed Kent Emry as the Chief Executive Officer of the Company, Brady Granier as the Secretary of the Company (who is currently also the Chief Operating Officer), and Lourdes Felix as the Treasurer of the Company (who is currently also the Chief Financial Officer).

Biography

Kent Emry. During the past twelve years, Mr. Emry has been involved in the healthcare industry. Mr. Emry has specialized in identifying and securing financing for the acquisition of troubled skilled nursing and rehabilitation facilities, which may have been in violation of federal regulations with a high probability of being closed. Mr. Emry was able to re-structure these facilities both on a clinical and financial level resulting in a profitable facility. Mr. Emry's vast knowledge of operational systems and his creation and development of policies and procedures has been key to his long term success in the healthcare industry. In addition Mr. Emry has extensive experience in contract negotiations with public, private, federal and state healthcare reimbursement entities including HMOs, Medicare, Medicaid, VA and Military contracting and billing.

Preceding Mr. Emry's focus on the acquisition and restructuring of troubled healthcare facilities, Mr. Emry owned and operated a marketing company which focused on the healthcare industry. He developed creative and concise marketing strategies that were applicable to the target demographic of his clients. Mr. Emry's campaigns and tactics improved corporate revenues and profits by increasing their number of patients and controlling expenses.

Mr. Emry has also realized success in a number of industries outside of healthcare as well, including food processing and brokerage, construction, development, sales, marketing and property management. Mr. Emry has the ability to quickly identify operational and structural inefficiencies and replace them with systems and policies that enhance productivity and growth resulting in a more profitable business. Management of the Company believes that Mr. Emry's experience will be of great benefit to the stabilization and growth of the Company.

Mr. Emry has a Bachelors degree in Healthcare Administration from Oregon State University.

Letter Agreement

The Board of Directors also authorized the execution of that certain letter agreement dated September 6, 2013 with Mr. Emry (the "Letter Agreement"). In accordance with the terms and provisions of the Letter Agreement: (i) the Company shall pay Mr. Emry a salary of \$200,000 per annum; (ii) after one year from date of execution of the Letter Agreement, Mr. Emry shall be eligible to receive an annual bonus as provided by the Board of Directors based on performance and the Company's performance; and (iii) the Company shall grant to Mr. Emry 6,000,000 stock options under the Company's 2012 Stock Option Plan which, as of the date of this Current Report, have not been granted.

SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial Statements of Business Acquired.

Not applicable.

(b) Pro forma Financial Information.

Not applicable.

(c) Shell Company Transaction.

Not applicable.

(d) Exhibits.

10.1 Letter Agreement dated September 6, 2013 between Fresh Start Private Management Inc. and Kent Emry.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**FRESH START PRIVATE MANAGEMENT
INC.**

Date: September 19, 2013

By: /s/ Kent Emry

Name: Kent Emry

Title: Chief Executive Officer



September 6, 2013

Kent Emry
c/o Dakavia
4676 Commercial Street SE, #167
Salem, OR 97302

Re: Offer of employment

Dear Mr. Emry:

Fresh Start Private Management, Inc., a Nevada Corporation (the "Company"), is pleased to offer you employment with the Company on the terms described below.

1. **Position.** You will start in a full-time position of Chief Executive Officer of the Company, reporting to the Company's Board of Directors (the "Board"), with the authority and duties set forth in the Company's By-laws. You will be appointed to the Board upon your commencement of employment and, subject to legal limitations. For purposes of the letter agreement (this "Agreement"), your first day of work at the Company, which shall be September 13, 2013 or sooner ("Anniversary Date"), will be considered your "Employment Start Date".

Your employment with the Company will extend every twelve (12) months from your anniversary date unless the board of directors provides prior written notice of non-renewal thirty days prior to anniversary date.

2. **Compensation.** Your starting annual base salary will be at the rate of two hundred thousand dollars (\$200,000) per annum, less any applicable taxes and withholdings, paid in accordance with the Company's normal payroll practices and subject to annual review for increase and bonus. After year one you will also be eligible to receive an annual bonus as provided by the board of directors based on performance and Company's performance.

601 North Parkcenter Drive, Suite 103, Santa Ana, CA 92705
Tel (714) 541-6100

3. **Inducement Stock Option Grant.** As a part of the Company's executive team, we strongly believe that ownership of the Company by our employees is an important factor to our success. Therefore, as part of your compensation, the Company will grant you an option to purchase six million (6,000,000) shares of the Company's common stock (the "Inducement Option"). The per share exercise price for the inducement Option will be determined by the Plan Administrator of ***Fresh Start Stock Option Plan*** on the date of grant as determined by the board of directors. The inducement Option will be issued under, and subject to, the terms and conditions of the Company's 2012 Stock Option Plan, and, to the extent not inconsistent herewith, the applicable notice of stock option grant and stock option agreement. The Company will issue granted stock the employee stock option to you within five business days of the grant date.
4. **Confidential Information.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's Confidentiality Agreement.
5. **Termination of Employment.** If your employment under this Agreement terminates, the provisions below will apply.

The company may terminate your employment with or without Cause. You may terminate your employment with or without Good Reason.

6. **Outside Activities.** While you render services to the Company, you agree that you will disclose to the board of directors any other employment, consulting or other business activity.
7. **Miscellaneous.**
 - (a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.
 - (b) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

If you wish to accept this offer, please sign and date this letter and return it to me. As required, by law, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States. This offer, if not accepted, will expire at the close of business on September 13, 2013.

We look forward to having you join us no later than September 13, 2013.

Very truly yours,

FRESH START PRIVATE MANAGEMENT, INC

By: /s/ Neil Muller
(Signature)

Name: Neil Muller
Title: President and Director

By: /s/ Jorge Andrade
(Signature)

Name: Jorge Andrade
Title: CEO and Chairman

ACCEPTED AND AGREED:

Kent Emry
KENT EMRY

/s/ Kent Emry
(Signature)

September 9, 2013
Date

Anticipated Start Date: September 13, 2013

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