

# **EXHIBIT 1**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

CHERRY LYN MICLAT, individually and  
on behalf of all others similarly situated,

*Plaintiff,*

v.

ADVANCED CARE STAFFING, LLC,  
PRIORITY CARE STAFFING, LLC, and  
SAM KLEIN,

*Defendants.*

Civ. Action No.:  
1:23-cv-05296-NRM-MMH

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into between Cherry Lyn Miclat and Benzor Shem Vidal (collectively, “Plaintiffs” or “Class Representatives”) on behalf of themselves and the proposed Settlement Class and Collective defined below, and Defendants Advanced Care Staffing, LLC (“ACS”), Priority Care Staffing, LLC (“PCS”), and Sam Klein (collectively “Defendants”). Defendants and Plaintiffs together are collectively to as the “Parties.”

**RECITALS**

WHEREAS, ACS and/or PCS hired healthcare professionals, including Plaintiffs, to work in the United States and sponsored those health care professionals’ permanent resident immigrant visas;

WHEREAS, Benzor Shem Vidal filed a declaratory action against Advanced Care Staffing, LLC in this district on September 16, 2022, 1:22-cv-05535-NRM-MMH (E.D.N.Y.) (“*Vidal*”);

WHEREAS, Cherry Lyn Miclat filed this proposed class action on July 12, 2023 (ECF No. 1) (this “Action” or “Litigation”);

WHEREAS, the Acting Secretary of Labor filed an action in this district on March 20, 2023, 1:23-cv-02119-NRM-MMH (E.D.N.Y) (“DOL Action”);

WHEREAS, the New York Office of the Attorney General commenced an investigation on or around the time of the foregoing actions (“NYOAG Investigation”);

WHEREAS, in *Vidal*, this Action, the DOL Action, and the NYOAG Investigation, Defendants’ alleged employment practices are or were at issue, including the enforceability of certain provisions in the employment contracts between Defendants and the Healthcare Workers (defined below);

WHEREAS, in *Vidal*, the court granted Vidal’s motion for a preliminary injunction to pause the AAA arbitration that ACS had commenced against Vidal while the parties litigate the merits of the parties’ respective claims and defenses in court , which the Second Circuit affirmed;

WHEREAS, the parties did not commence discovery or file dispositive motions, answers or counterclaims in *Vidal* or in this Action, and instead sought (and were granted) a stay during which they informally exchanged information pertaining to Plaintiffs, putative class members and Defendants’ practices for the purpose of evaluating settlement positions;

WHEREAS, together with DOL and the NYOAG, the Parties attended mediation with the Honorable Judge Francis (ret.) in January of 2025, after months of arms-length negotiations between counsel, and following mediation, continued arms-length negotiations between counsel for several more months in the hope of reaching a global settlement of the three court actions and the NYOAG investigation;

WHEREAS, the Parties, DOL, and NYOAG reached an agreement under which Defendants would pay the Gross Settlement Amount listed below, with \$663,668.66 of that Gross

Settlement Amount having already been allocated to and paid to resolve the NYOAG investigation and DOL Action, and the balance allocated to this Action;

WHEREAS, the Parties, DOL, and NYOAG jointly agreed to certain non-monetary terms, including under what conditions the Companies would be allowed to pursue monetary damages from Healthcare Workers (defined below);

WHEREAS on May 29, 2025, Defendants and the NYAOG entered into an Assurance of Discontinuance, which is attached to this Agreement as Exhibit 13;

WHEREAS on August 29, 2025, Defendants and DOL entered into a Consent Judgment which is attached to this Agreement as Exhibit 14;

WHEREAS on June 11, 2025, through counsel, Defendants and Plaintiffs signed a Terms Sheet (“Terms Sheet”) consistent with the foregoing, which Terms Sheet is attached as Exhibit 8;

NOW THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, it is hereby agreed, by and among the undersigned Parties, as follows:

### **DEFINITIONS**

1. Action or Litigation means this lawsuit, styled as *Miclat v. Advanced Care Staffing, LLC*, No. 1:23-cv-05296-NRM-MMH (E.D.N.Y.).
2. Actual Direct Costs means documented expenses as defined and limited in Paragraph 39.III.F below.
3. Agreement means this Settlement Agreement and Release.
4. CAFA Notice means the notice described in 28 U.S.C. § 1715, which Defendants shall cause the Settlement Administrator to distribute within the time and in the manner and form



required by law, with Defendants filing a declaration notifying the Court within three (3) business days of such notice issuing.

5. Class Counsel means Nichols Kaster, PLLP, Towards Justice, Kakalec Law PLLC, and Katz Banks Kumin LLP.

6. Companies means ACS and PCS only (and not Mr. Klein personally, except in his role as an executive/owner/agent of the Companies).

7. Class Data means a listing of all Putative Class Members and (if known) each of their last known mailing address, last known email address, date of birth, social security number, and last known phone number, which the Companies shall produce to Class Counsel and the Settlement Administrator no later than ten (10) business days following execution of this Agreement.

8. Class Representatives or Named Plaintiffs means Cherry Lyn Miclat and Benzor Shem Vidal.

9. Court means the United States District Court for the Eastern District of New York.

10. Current Employee Class Member means any Settlement Class Member who was a current employee of one or both of the Companies as of June 11, 2025 (the date the Terms Sheet was signed) and does not opt-out of this Settlement. Current Employee Class Members are “Healthcare Workers” as that term is used herein.

11. Defendants means, collectively, Defendants Advanced Care Staffing, LLC, Defendants Priority Care Staffing, LLC, and Samuel Klein.

12. Defendant Releasees means Defendants and each of their (as applicable) respective owners, members, officers, employees, partners, benefit plans, plan administrators, insurers, agents, attorneys, representatives, benefit plans, plan administrators, counsel, shareholders, agents,

representatives, dependents, heirs, and executors. It does not include Defendants' clients, i.e., the healthcare facilities at which the Plaintiffs and other Putative Settlement Class Members worked.

13. Effective Date means the first day after the first date on which all of the following have occurred:

- a. all Parties, Class Counsel, and Defendants' counsel have executed this Agreement;
- b. the Court has issued a preliminary approval order;
- c. reasonable notice (as approved by the Court) has been given to Putative Settlement Class Members, including providing them an opportunity to opt out of or object to the Settlement;
- d. The Court has held a fairness hearing, entered Final Judgment approving the Settlement and ruled on any requests for Court-awarded amounts from the Gross Settlement Fund; and
- e. Only if there are written objections filed before the fairness hearing and those objections are not later withdrawn, the last of the following events to occur:
  - i. if no appeal is filed, then the date on which the objector's time to appeal the Final Judgment has expired with no appeal or any other judicial review having been taken or sought; or
  - ii. if an appeal of the Final Judgment has been timely filed or other judicial review was taken or sought, the date that order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeals or any other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

It is the intent of the Parties that the Settlement shall not become effective until the Court's Final Judgment has become completely final and until there is no timely recourse by an appellant or objector who seeks to contest the Settlement.

14. Email Notice means a notice in substantially the same form as that attached as Exhibit 1, subject to Court approval, and which the Settlement Administrator will email to each Putative Settlement Class Member.

15. Execution Date means the date upon which Defendants execute this Agreement.

16. Final Approval Order or Final Judgment means the Court's order granting final approval of this Settlement in substantially the same form attached hereto as Exhibit 2, subject to Court approval, or as otherwise written by the Court.

17. Final Payment Acceptance Deadline means the date thirty (30) days from when the Payment Acceptance Reminder is sent.

18. FLSA Consent and Release Form means the tear-off form that shall be attached to the Postcard Notice and Email Notice for Putative Collective Members and available on the Settlement Website and shall be in substantially the same form as Exhibit 3, subject to Court approval.

19. Gross Settlement Amount means \$1,190,000, which shall be the total amount from which \$663,668.66 has been allocated to and paid by Defendants in connection with the NYOAG Investigation and DOL Action and from which \$526,331.34 shall be allocated to this Action. Of the \$526,331.34 and as specified in Paragraph 46 below, a small portion represents alleged wage damages, while the majority represents alleged non-wage damages and monetary recovery under the NYLL, TVPA and any other Released Claims. The \$526,331.34 allocated to this Action shall be the amount from which the Named Plaintiffs and Settlement Class and Collective Members will

be paid and from which any Court-awarded amounts (e.g., Attorneys' Fees, Litigation Expenses, Administrative Expenses and Service Payments to Class Representatives) will be paid. Defendants will pay the \$526,331.34 into a common fund, which, to the extent applicable, shall be established and maintained by the Settlement Administrator as a Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Settlement Administrator, on behalf of the Settlement Class, shall be responsible for all administrative, accounting and tax compliance activities in connection with the Qualified Settlement Fund, including any filing necessary to obtain Qualified Settlement Fund status pursuant to Treas. Reg. § 1.468B-1. Defendants shall provide to the Settlement Administrator any documentation necessary to facilitate obtaining Qualified Settlement Fund status. The Gross Settlement Amount shall represent the full extent of Defendants' financial obligations under this Settlement Agreement. Except that Defendants agree to pay no more than \$2,000 to the Settlement Administrator toward the costs the costs of settlement administration associated with the FLSA portion of this Settlement and agrees to pay employer-side payroll taxes as discussed below in Paragraph 46. There shall be no reversion to Defendants from the Gross Settlement Amount under any circumstance.

20. Healthcare Worker means any individual who entered the United States through the Companies' foreign nurse recruitment program and entered into contracts with either Company at any point after September 16, 2012.

21. Long Form Notice refers to the notice attached hereto as Exhibit 4, subject to Court approval, which shall be posted on the Settlement Website, and directed at Putative Settlement Class Members by mail and email as defined below.

22. Net Settlement Fund means the amount of money remaining after the Gross Settlement Amount is reduced by the following amounts: (a) the amount allocated to the NYOAG

and DOL; and if approved, (b) Attorneys' Fees, Litigation Expenses, and Administrative Expenses and (c) and Service Payments to Class Representatives.

23. Opt-In Deadline means the date the Court establishes as the deadline by which Putative Collective Members must opt into this Settlement if they so choose. The Parties shall jointly request that this date be sixty (60) days from the mailing of the Postcard Notices.

24. Opt-Out Deadline or Objections Deadline means the date the Court establishes as the deadline by which Putative Settlement Class Members must mail and postmark any written notice of their intent to opt-out of the Settlement and by which any objections to the preliminarily approved Settlement must be filed with the Court. The Parties shall jointly request that this date be sixty (60) days after the mailing of the Postcard Notices.

25. Parties means Plaintiffs and Defendants.

26. Payment Acceptance Reminder shall mean the notice in substantially the same form attached hereto as Exhibit 5, subject to Court approval, and which the Settlement Administrator will distribute via email and mail thirty (30) days following distribution of the payments described in Paragraph 73 below and which shall only be distributed to those Settlement Class Members who have not cashed their check or otherwise accepted payment.

27. Postcard Notice means the postcard in substantially the same form attached hereto as Exhibit 6, subject to Court approval, and which the Settlement Administrator will mail, via first class mail, to each Putative Settlement Class Member.

28. Preliminary Approval means an order from the Court granting preliminary approval of this Settlement such that notice can issue to the Settlement Class. The parties shall propose the Preliminary Approval Order attached hereto as Exhibit 7.

29. Putative Current Employee Class Member means any Settlement Class Member who was a current employee of one or both of the Companies as of June 11, 2025 (the date the Terms Sheet was signed).

30. Putative Settlement Class Member means any member of the Settlement Class.

31. Putative Settlement Collective Member means any Settlement Class Member who worked for the Companies at any point between June 11, 2022 and June 11, 2025.

32. Released Claims means all liabilities, attorneys' fees, costs, obligations, duties, undertakings, agreements, contracts, claims, demands, damages, proceedings, actions, and causes of action of every kind (whether know, unknown, suspected or unsuspected) that each Settlement Class Member had, has, may have, or will have for acts or omissions (whether alleged or actual) occurring (or allegedly occurring) from the beginning of time through June 11, 2025 that were or could have been asserted in this Action or *Vidal* given the facts alleged in the operative complaints in this Action and *Vidal*, and includes but is not limited to claims arising under the New York Labor Law, the Trafficking Victims Protection Act, New York's Prohibition on Labor Trafficking.

33. Settlement Administrator means CPT Group, who was chosen by the Parties following a competitive bidding process.

34. Settlement Class means all Healthcare Workers who entered the United States through the Companies' foreign nurse recruitment program and entered into contracts with either Company at any point from September 16, 2012 to June 11, 2025.

35. Settlement Collective means all Healthcare Workers who entered the United States through the Companies' foreign nurse recruitment program and entered into contracts with either Company at any point between June 11, 2022 and June 11, 2025.

36. Settlement Class Member means any member of the Settlement Class who does not submit a timely and valid written notice of intent to opt-out. Settlement Class Members are “Healthcare Worker” as that term is used herein.

37. Settlement Collective Member means any member of the Settlement Collective who timely submit a valid FLSA Consent and Release Form. Settlement Collective Members are “Healthcare Worker” as that term is used herein.

38. Settlement Website means a website to be established and maintained by the Settlement Administrator as agreed upon by the parties, and as described below in Paragraph 55, which shall be accessible via the QR code provided on the Postcard and Email Notices.

### **RELIEF AND BENEFITS**

#### **A. NON-MONETARY RELIEF**

39. The Parties agree to the non-monetary relief specified in their Terms Sheet, which is attached hereto as Exhibit 8, and as modified here:

#### **III. NON-MONETARY RELIEF**

A. The Companies will adopt a new contract that contains all terms already agreed-upon, which are:

1. The Companies will *remove* from current and any future contracts with Current Employee Class Members and future Healthcare Worker:
  - The arbitration provision.
  - The provision enabling them to recover lost profits from a breach.
  - The Companies will remove the post-employment non-compete provisions in its contracts and make other changes to the confidentiality provisions, to be further discussed by the parties. Contracts can still prohibit workers from working for a competitor during the time that they are employed by either of the Companies.

The Companies will add the following language to their contract: “notwithstanding the foregoing, nothing herein shall prevent Employee from disclosing or discussing working conditions, wages, or the terms and conditions of employment.”

2. The Companies will *include* in any future agreements with Current Employee Class Member and future Healthcare Worker a clear, easy-to-understand Exhibit that (a) informs the nurse of the cost of each benefit being offered (and, in the event of an airplane ticket, which may have a variable expense associated, the nurse will be informed of the actual cost of the flight before it is booked on the nurse’s behalf), (b) states that the Companies may (in the event of a breach) seek to recover the costs of the benefits, and (c) offers a simple OPT-IN or OPT-OUT option (e.g., via checkboxes) of each of those expenses. For purposes of clarity, in no circumstance will a nurse be required to have the Companies incur any of the enumerated expenses on the nurse’s behalf. ***The agreed upon exhibit is attached hereto as Exhibit 9.***
3. If the Companies contend that a Current Employee Class Member or future Healthcare Worker has without Good Reason resigned from their job before the end of the stated contract term, the Companies will offer to the nurse:
  - An opportunity for informal mediation before a third-party mediator at JAMS to be selected by agreement of the parties and, if no agreement is reached, pursuant to the then-existing JAMS employment arbitration rules. The mediator’s fees will be paid by the Companies and shall not be reallocated to the Current Employee Class Member or future Healthcare Worker. For the avoidance of doubt, each party to the mediation will bear the fees and costs of the representative (if any) that they bring to the mediation.



- Current Employee Class Members and future Healthcare Worker will be informed that they have the right to and will have the right to bring a representative of their choosing to any discussion with the Companies or mediator regarding “breach” or payment for the same. If the Current Employee Class Member or future Healthcare Worker chooses not to bring a representative, they must acknowledge in writing that they have the right to a representative but are choosing not to have one.
- Notice will be provided sufficiently in advance of any such meeting or mediation so that the Current Employee Class Member or future Healthcare Worker will have a meaningful opportunity to choose a representative.
- A form of the notice of rights is attached hereto as Exhibit 10.

- B. [intentionally left blank ]
- C. The Companies will entirely forgive the debt of Settlement Class Members who are former employees and who, as of June 11, 2025, the Companies contend owe money in connection with resigning before completing their contractual period.
- D. As to Current Employee Class Members, the Companies will only be able to collect agreed upon Actual Direct Costs absent resignation for Good Reason. Current Employee Class Members will also receive all post-hire non-monetary relief provided in Paragraphs 39.III.A.1, 39.III.A.3, and 29.III.E through III.J.
- E. The Companies will make an express statement in their contracts and notices of contract amendments that the Companies will not be entitled to and will **not** pursue the following categories of damages with respect to any claim related any Settlement Class Member’s or future Healthcare Worker’s purported breach of an employment term:

- Lost Profits or overhead
- Attorneys' Fees and Costs, or other costs of collection or interest accrued on the expenses through the date of the alleged breach.
- Costs of hiring a replacement or upfront indirect costs of having recruited or hired the worker (other than as specified below)

F. The Companies' contract will state that, except for resignations for Good Reason (defined below) the Healthcare Worker's repayment obligations will be Actual Direct Costs (defined below) prorated based on time worked as discussed below. ACS will provide Current Employee Class Members with a notice (a form of which is attached hereto as Exhibit 15) that their contracts have been amended to conform to these limitations, which are spelled out as follows:

1. Actual Direct Costs shall mean documented expenses that (1) the Companies' actually incurred and paid to a third party, and (2) are primarily for the benefit of the Healthcare Worker and not primarily for the Companies' benefit.

2. Actual Direct Costs will be limited to the following categories, subject to an overall cap for Current Employee Class Members of \$5,000, increased annually by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJ-PA metro area:

- One-way airfare to the United States
- NCLEX Exam Fee and Processing Fee
- English Exam Fee and Processing Fee
- State Licensing Fee
- License by Endorsement to the extent requested by the Healthcare Worker (but the Companies have never and will never *require* a Healthcare Worker to seek

License by Endorsement; this is only for Healthcare Worker who *request* to be placed in a state different from where they are currently licensed)

- Premium Processing Fee to the extent requested by the Healthcare Worker (but the Companies have never and will never *require* a Healthcare Worker to request Premium Processing; further, the Companies will add language to the Opt-In/Opt-Out Form stating that the Premium Processing fee does not guarantee that the government will process or approve the application by a date-certain).
  - Upon selection by the Healthcare Worker, either (1) cash advance for rent and living expenses; or (2) actual costs paid to a third party on the Healthcare Worker's behalf for rent and living expenses
  - Immigration filing-related costs (only applicable to costs for immigration statuses that provide permanent status)
3. Notwithstanding the foregoing, the Companies will not be able to recover costs for the following as Actual Direct Costs from Current Employee Class Members or future Healthcare Worker:
- Asylum program fee
  - Transport to Airport
  - Concierge Services
  - License by Endorsement if not requested by the Healthcare Worker
  - Premium Processing fee if not requested by the Healthcare Worker
  - Any costs prohibited by 20 C.F.R. §

656.12 are not recoverable; provided, however, that the parties agree that the costs identified in Paragraph 39.III.F.2 (above) are not prohibited by 20 C.F.R. § 656.12.

4. The burden of proof as to the amount of Actual Direct Costs, and their benefit to the Healthcare Worker, will be on the Companies.
5. The Companies will not seek to recoup any Actual Direct Costs not disclosed in advance to the Healthcare Worker prior to commencing employment and prior to advancing those costs. All Healthcare Workers will have the option to elect which Actual Direct Costs they wish the Companies to advance prior to signing their contract with the Companies and then will have the option to decline any advance before the Companies expend it. If the Healthcare Worker declines any advance for an Actual Direct Cost, the Companies shall have no obligation to repay or reimburse the Healthcare Worker for amounts that the Healthcare Worker may expend for the Actual Direct Cost.
6. This forward-looking relief does not absolve the Companies of complying with relevant laws, including the trafficking laws, and nothing in this relief is intended to suggest that any individual Healthcare Worker recruited by or employed by the Companies in the future may not experience coercion rising to the level of “serious harm” depending on the Healthcare Worker’s particular circumstances and working conditions.
7. In the event a Healthcare Worker resigns before the end of the contract term, the Companies will provide nurse an itemized copy of the Actual Direct Costs it and (if pro-ration applies) the pro-rated amount it seeks to collect.
8. *The Companies* and Healthcare Worker will attempt to reach agreement on the amount, which may be a lower amount than the amount the Companies initially seek to recover. Healthcare Worker will be given an opportunity to have a representative of their choosing (at the nurse’s own cost) and a meaningful opportunity to choose a representative (at the Healthcare Worker’s own cost) prior to discussion of payment amounts. *See Paragraph 39.III.A.3.*

9. The Companies will offer Healthcare Worker who resign without Good Reason a payment plan as discussed below.

G. The Companies will also include the following protections in their contracts, and will provide Current Employee Class Members notice that their contracts have been amended accordingly to include these terms:

1. No repayment in event of long-term disability (as defined in the Company's then- operative long-term disability plan) or death
2. No repayment if the Healthcare Worker is terminated without cause
3. No repayment if the Healthcare Worker resigns for "Good Reason." Good Reason includes:
  - A demonstrated long-term (i.e., more than six months) need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if the Companies offer the nurse a job in the relocated location, it shall not be "good reason").
  - The Companies materially breach contract.
  - Healthcare Worker demonstrates a good faith reasonable belief that they were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety, after Healthcare Worker provides notice of breach (to the extent notice and cure is practicable) and the Companies fail to cure the breach within 10 business days.
  - Healthcare Worker demonstrates a good faith and reasonable belief that their placement violates the NYLL, including as to mandatory overtime, day of rest, and meal breaks, after Healthcare Worker provides notice of breach (to the extent notice and cure is practicable) and the Companies fail to cure the breach within 10 business days.
  - Healthcare Worker demonstrates a good faith and

reasonable belief that they are subject to illegal discrimination after Healthcare Worker provides notice of breach (to the extent notice and cure is practicable) and the Companies fail to cure the breach within 10 business days.

- The Companies or their client(s) fail to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after Healthcare Worker provides notice of breach (to the extent notice and cure is practicable) and the Companies fails to cure the breach within 10 business days.
4. If there is a dispute as to whether a Healthcare Worker has resigned with Good Reason, the Mediator shall provide the parties the Mediator's view on whether Good Reason exists. That view shall not be preclusive or admissible for any reason in litigation. Absent agreement to adopt the Mediator's view, the Healthcare Worker will have no payment obligation until a judicial determination is made regarding whether the Healthcare Worker resigned with Good Reason.

H. The Companies will agree to pro-ration on amounts owed on the following terms:

1. For Current Employee Class Members and future Healthcare Worker who work for Defendants in New York State, proration will start after 900 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked. By way of example only, if the Actual Direct Costs expended for a Healthcare Worker are \$5,000 and the Healthcare Worker resigns without Good Reason after 750 hours worked, then the Healthcare Worker's repayment obligation shall be \$5,000. Also, by way of example only, if the Actual Direct Costs expended for a Healthcare Worker are \$5,000 and the Healthcare Worker resigns without Good Reason after 1,050 hours worked, then the Healthcare Worker's repayment obligation shall be \$5,000 less \$138.88 (which represents 1/36th of \$5,000).
2. For future Healthcare Worker who begin working for Defendants outside of New York State, proration will start after 1,800 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per

150 hours worked. By way of example only, if the Actual Direct Costs expended for a Healthcare Worker are \$5,000 and the Healthcare Worker resigns without Good Reason after 1,795 hours worked, then the Healthcare Worker's repayment obligation shall be \$5,000. Also, by way of example only, if the Actual Direct Costs expended for a Healthcare Worker are \$5,000 and the Healthcare Worker resigns without Good Reason after 1,970 hours worked, then the Healthcare Worker's repayment obligation shall be \$5,000 less \$138.88 (which represents 1/36th of \$5,000).

- I. The Companies will agree to allow payment plans for all Healthcare Worker who come to owe Actual Direct Costs, as follows:
  - 1. 50% of Actual Direct Costs are to be paid upon termination of employment (or within 30 days thereafter); and
  - 2. the remaining 50% to be paid within 150 days after termination of employment.
- J. For the avoidance of doubt, the cap referenced above will not apply to contracts entered with Healthcare Worker who are not employed by the Companies as of **June 11, 2025**, except as provided for in the AOD with the NY AOG (attached here as Exhibit 13).
- K. The Companies agree not to include arbitration requirements in any contract with a Settlement Class Member or future Healthcare Worker and not to bring any action against a Settlement Class Member or future Healthcare Worker in arbitrations.
- L. The Companies will agree to limit contract terms to 5,460 hours, inclusive of hours actually worked by Healthcare Worker, including overtime hours.
- M. Klein agrees that if he has formed, or in the future forms, another entity that is engaged in the recruitment of healthcare workers from abroad, he and those entities will abide by all of the nonmonetary terms set forth in this Paragraph 39.

40. Revised versions of the contracts are attached as Exhibit 11 (for workers in New York State) and Exhibit 12 (for workers outside New York) to this Agreement and will be attached to or linked in the Email Notice and will be available on the Settlement Website. To reduce the

size of the Notice sent by mail, the revised contract will not be included in the mailing (unless the Court orders otherwise). By attaching/linking the contracts, Plaintiffs do not endorse the contracts' specific terms, except as otherwise provided in this Agreement.

#### **MONETARY RELIEF**

41. Defendants shall pay the Gross Settlement Amount of \$1,190,000, of which Defendants have already paid \$663,668.66 to resolve the NYOAG Investigation and DOL Action. The remaining \$526,331.34 shall be allocated in this Action.

42. The Net Settlement Fund shall first be calculated for each Settlement Class Members pro rata based on the number of workweeks they worked for Defendants as measured by Defendants' records. Those calculations shall then be adjusted to arrive at final allocations, which shall be calculated such that Settlement Collective Members receive 10% more than they otherwise would and the Net Settlement Fund is rebalanced accordingly.

43. The Parties shall work in good faith to resolve any issues regarding missing data or similar issues necessary to accurately allocate funds.

44. Attorneys' Fees, Litigation Expenses, Administrative Expenses. Class Counsel intend to apply to the Court for an award of attorneys' fees not to exceed \$175,443.78, litigation expenses not to exceed \$21,333.59, costs of the Settlement Administrator (exclusive of costs associated with administering the FLSA portion of this case) not to exceed \$12,000. All of the foregoing Court-awarded amounts (as well as any additional ones) shall be paid from the Gross Settlement Amount and not in addition to it.

45. Service Payments to Class Representatives. The Class Representatives Miclat and Vidal, through Class Counsel, intend to apply to the Court for service awards in an amount not to



exceed \$10,000 each. All of the foregoing Court-awarded amounts (as well as any additional ones) shall be paid from the Gross Settlement Amount and not in addition to it.

**B. TAXES**

46. Defendants shall provide the necessary information to the Settlement Administrator so that the Settlement Administrator will issue a Form W-2 and Form 1099 to each Settlement Class Member who receives money through this Settlement based on each person's net pre-tax amount, with 10% of each Settlement Class Member's amount reported on a Form W-2 and the remaining 90% reported on a Form 1099 unless the Settlement Class Member is also a Settlement Collective Member, in which case 20% shall be reported on a Form W-2 and 80% shall be reported on a Form 1099. The employer share of payroll taxes for the Form W-2 amount shall be paid separately and not taken from the Gross Settlement Amount. Defendants shall cause the Settlement Administrator to issue a Form 1099 for any Court-awarded amounts after Class Representative and Class Counsel shall provide their respective Form W-9s to Defendants and the Settlement Administrator. .

47. Nothing in this Agreement shall be construed as Defendants, defense counsel, or Class Counsel providing any Settlement Class Member any advice on the payment of taxes or the tax consequences of any portion of this Settlement.

**VIDAL, NOTICE, AND RELATED PROCESSES**

48. Class Counsel agrees that once payment to the Settlement Administrator of the full Settlement Amount (as set forth in Paragraph 72) has been wired within six days of the Execution Date and the Settlement Administrator has confirmed receipt of that payment (i.e., that the payment has cleared), Class Counsel shall amend the complaint in this Action in advance of the parties moving for preliminary approval to: (1) add Benzor Shem Vidal as a Class

Representative in this Action; (2) add FLSA claims in this Action; and (3) remove Sam Klein as a Defendant. Defendants shall provide their consent in writing to this amendment by signing a stipulation provided by Plaintiffs' counsel.

49. Notwithstanding the removal of Sam Klein as a Defendant in this action, the Parties agree that Mr. Klein is signing this Agreement in his individual capacity and is bound by all its terms, and that Plaintiffs have only agreed to remove him as a Defendant due to his guarantee to make full payment of the funds within six days of the Execution Date and to abide by all of this Agreement's terms.

50. Within three (3) business days of the Effective Date, Class Counsel shall cause the *Vidal* Action to be dismissed with prejudice.

**A. NOTICE, WEBSITE, AND PHONE SUPPORT**

51. Within twenty-one (21) days of Preliminary Approval, the Settlement Administrator shall distribute the Postcard Notice by first class U.S. Mail and Email Notice via email to Putative Settlement Class Members. The FLSA Consent and Release Form shall be attached to Postcard and Email Notices for Putative Collective Members and available on the Settlement Website.

52. Prior to mailing any Postcard Notice or sending any Email Notice, the Settlement Administrator shall use appropriate systems to verify and/or update the addresses for Putative Settlement Class Members to the extent possible.

53. Should any Postcard Notice be returned, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address, if any, and, if no forwarding address was provided, use any other legally available resource for the purpose of finding new addresses and remailing.

54. If necessary, the Settlement Administrator may attempt to contact any Putative Settlement Class Members by telephone to obtain mailing information to facilitate notice.

55. The Settlement Website will “go live” on the date that the Postcard Notice is mailed. The Settlement Website shall:

- a. Include Long Form Notice;
- b. Provide Putative Settlement Class Members about a link where they can update their contact information;
- c. Contain copies of the pleadings in this matter, including this Agreement, Class Counsel’s fee petition, and copies of any orders issued by the Court in connection with this Settlement, after they are filed;
- d. Provide a tollfree number through which questions can be directed to the Settlement Administrator;
- e. Allow Putative Settlement Class Members to elect their method of payment if they do not wish to receive a check;
- f. Absent agreement by the Parties, not be taken down until the date on which any remaining Settlement funds are sent to state unclaimed fund departments; and
- g. Be updated by the Settlement Administrator (as directed by the Parties) as appropriate regarding developments in the Litigation, such as the establishment of new deadlines by the Court or the filing of an appeal.
- h. Allow Putative Collective Members to access and submit the FLSA Consent and Release Form online.

56. The Settlement Administrator will provide Class Counsel and Defendants with a sworn statement or declaration describing its efforts in the notice process, to be provided to the

Court when the Parties seek final approval of the Settlement.

57. The Settlement Administrator will prepare and post all notices to the Settlement Website.

**B. OBJECTION, OPT-OUT, AND OPT-IN REQUIREMENTS**

58. Right to Opt Out: All Putative Settlement Class Members will have the right to be excluded from, *i.e.*, to “opt out” of, the Settlement Class. On or before the Opt-Out Deadline, each Putative Settlement Class Member who elects to opt out of the Settlement must send, by first class U.S. mail, written notice addressed to the Settlement Administrator indicating his or her name and address and stating that he or she desires to opt out of the Settlement or otherwise does not want to participate in the Settlement. Any Putative Settlement Class Member who does not timely (as measured by the postmark on that individual’s written notice) opt out of the Settlement by written notice correctly directed to the Settlement Administrator and containing the requisite information shall be a Settlement Class Member and shall be bound by any orders of the Court about the Settlement or the Settlement Class. In no event shall Putative Class Members who purport to opt out of the Settlement as a group, aggregate, collective, or class involving more than one Putative Settlement Class Member be considered a successful opt out. Any Putative Settlement Class Member who fails to timely and validly opt out of the Settlement Class under this Settlement Agreement shall be a Settlement Class Member and bound by the terms of this Settlement.

59. Objections: Any Putative Settlement Class Member (except those who have opted out of the Settlement Class) who wishes to object to the Settlement must file a timely written statement of objection with the Clerk of Court, and mail a copy of that objection with the requisite postmark to the Settlement Administrator no later than the Objections Deadline. The Settlement Administrator shall transmit the objection to Class Counsel and Defendants’ counsel, within one

(1) business day of receipt. The objection must state the case name and number; the basis for and an explanation of the objection; the name, address, telephone number, and email address of the Settlement Class Member making the objection; and a statement of whether the Settlement Class Member intends to appear at the fairness hearing, either with or without counsel. In addition, any objection must be personally signed by the Settlement Class Member and, if represented by counsel, then by counsel. Any Settlement Class Member who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement. No Settlement Class Member shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Court's Final Approval Order or Final Judgment except by filing and serving written objections in accordance with the provisions of this Agreement. Any Settlement Class Member who fails to object in the manner prescribed shall be deemed to have waived and shall be foreclosed forever from raising any objections to the Settlement. Class Counsel and Defendants agree that no payments or other consideration shall be provided to any objector or to counsel for any objector to the Settlement in connection with the objector withdrawing an objection, foregoing the right to appeal an objection, or withdrawing an appeal unless such payment is disclosed to and approved by the Court. A Putative Settlement Class Member who has opted-out of the Settlement Class may not submit objections to the Settlement.

60. Right to Opt In. All Putative Collective Members shall have the ability to opt into the Settlement Collective by submitting a completed FLSA Consent and Release form by the Opt-In Deadline electronically or via mail (in which case, the postmark date shall control as to timeliness). The Class Representatives shall timely complete an FLSA Consent and Release form.

#### **CLASS AND COLLECTIVE CERTIFICATION**

61. The Parties stipulate to class certification of and notice to the Settlement Class pursuant to Fed. R. Civ. P. 23 for purposes of settlement only.

62. The Parties stipulate to collective certification of and notice to the Settlement Collective pursuant to Section 216(b) of the FLSA for purposes of settlement only.

### **MUTUAL RELEASE OF CLAIMS**

63. Release by Settlement Class Members. In exchange for the consideration set forth in this Agreement, on the Effective Date, each Settlement Class Member shall release and forever discharge Defendant Releasees from all Released Claims. To the extent that any Settlement Class Member commences, joins, or opts in to an action asserting any Released Claim, this release provides Defendant Releasees grounds for dismissal of such released claims as to that Settlement Class Member.

64. Release by Settlement Collective Members. In exchange for the consideration set forth in this Agreement, on the Effective Date, each Settlement Collective Member shall release and forever discharge Defendant Releasees from all FLSA claims based on alleged unlawful kickbacks or alleged failure to pay wages free and clear through June 11, 2025 (the “FLSA Released Claims”). To the extent that any Settlement Collective Member commences, joins, or opts in to an action asserting any FLSA Released Claim, this FLSA Release provides Defendant Releasees grounds for dismissal of such FLSA Released Claims as to that Settlement Collective Member.

65. Mutual Release for and by Class Representatives. On the Effective Date, Defendants shall release and forever discharge each Class Representative, their dependents, heirs, executors, and successors, , from any and all liabilities, attorneys’ fees, costs, obligations, duties, undertakings, agreements, contracts, claims, demands, damages, proceedings, actions, and causes

of action of every kind, which the Companies had, have, may have, or will have up to and including through June 11, 2025, whether known or unknown, suspected or unsuspected, including, without limitation, the claims in the Action, any claims or causes of actions of alleged tortious, wrongful, unlawful, or improper acts or conduct or any discriminatory events, acts, patterns, or practices as well as the continuing or future effects thereof arising under local state or federal law. And on the Effective Date unless otherwise specified in this Agreement, the Class Representatives shall release and forever discharge the Defendant Releasees from the Released Claims, the FLSA Released Claims, and any and all liabilities, attorneys' fees, costs, obligations, duties, undertakings, agreements, contracts, claims, demands, damages, proceedings, actions, and causes of action of every kind, nature, and character, which Class Representative had, has, may have, or will have up to and including through June 11, 2025, whether known or unknown, suspected or unsuspected, including, without limitation, the claims in the Action, any claims or causes of actions of alleged tortious, wrongful, unlawful, or improper acts or conduct or any discriminatory events, acts, patterns, and/or practices as well as the continuing or future effects thereof arising under local, state or federal law.

#### **NO ADMISSION OF LIABILITY**

66. No Admission of Liability. Defendants' agreement to this Settlement Agreement is not, and shall not be construed as or argued to be, a direct or implied admission or acknowledgment of any wrongdoing, illegality, liability, culpability, or responsibility to any person or Party for any conduct or omission, alleged or unalleged, whatsoever. Defendants enter into this Settlement for the purpose of elimination of ongoing contested legal proceedings, repose, savings of expenses and resources.

#### **COMMUNICATIONS REGARDING THE ACTION AND RELEASED CLAIMS**

67. Defendants, Plaintiffs, and Class Counsel agree and understand that nothing in this Agreement supersedes or releases them from their obligations to keep confidential all discussions during and relating to the mediation of this matter.

68. The Parties and their counsel may choose to affirmatively issue a press release after sharing the terms with and receiving consent from the opposing Party. No Party shall withhold consent so long as the proposed press release is a factually correct summary of the posture of the case and does not contain false, inflammatory, or misleading information. To the extent, however, that the press/media reach out to any party or their counsel about this Settlement, the party/counsel shall only refer the press/media to any issued press release or respond with only “the action has been resolved to the mutual satisfaction of all parties” or words to that effect. Further, except for truthful statements about the terms of this Agreement, this Action, Plaintiffs’ experience litigating their case, and the underlying facts of any claim or defense, the Parties and their counsel shall refrain from making or authorizing any communication (including on social media) that would maliciously disparage or damage the reputation of another Party (or their counsel), unless compelled to do so by law.

**TIMING OF BRIEFING, FINAL FAIRNESS HEARING, AND PAYMENTS**

69. The Class Representatives, through Class Counsel, shall move for preliminary settlement approval, which motion Defendants may join, or not oppose. The motion shall request that the Court set a Final Approval Hearing as soon as is practicable given the timeframes set forth above for, among other things, notice. The Class Representatives will send a substantively final draft of that motion to Defendants in advance of filing it so that Defendants may assess whether they wish to join, or not oppose it, with the understanding that there may be minor non-substantive changes thereafter (but, in all events, the Class Representatives shall not file the



motion unless Defendants have been sent the substantively-to-be-filed version and indicated whether they wish to join or not oppose it). For the avoidance of doubt, “minor non-substantive changes” means changes to formatting and pagination as well as the correction of citations/typos/tables of contents/tables of authorities.

70. Any motion for Court-awarded amounts described in Paragraphs 44 and 45 above shall be filed no later than fourteen (14) days before the Opt-Out Deadline.

71. The Class Representatives, through Class Counsel, shall move for final settlement approval by shall move for final settlement approval no later than seven (7) days following the Opt-Out Deadline, which motion Defendants may join, or not oppose. The Class Representatives will send a final draft of that motion to Defendants at least five (5) days in advance of filing it so that Defendants may assess whether they wish to join, or not oppose it.

72. Within six days of the Execution Date, Defendants shall transmit \$526,331.34 (which represents the Gross Settlement Amount less \$663,668.66, which Defendants have already paid to resolve the NYOAG Investigation and DOL Action) to the Settlement Administrator. The Settlement Administrator shall maintain the \$526,331.34 payment as a Qualified Settlement Fund pursuant to Paragraph 19 above. For the avoidance of doubt, besides this \$526,331.34 payment obligation, employer-side payroll taxes, and the \$2,000 settlement administration payment obligation referenced in Paragraph 19, Defendants shall have no further payment obligations in connection with this Action or *Vidal*.

73. As soon as is practicable but no later than seven (7) days following the Court’s Final Approval Order, the Settlement Administrator shall distribute payments as described above in Paragraphs 42 and, if applicable, 45 to Settlement Class Members and shall wire from the Qualified Settlement Fund to Class Counsel any approved attorneys’ fees and litigation expenses.

74. If any funds remain unaccepted/unclaimed thirty (30) days after the Payment Acceptance Reminder is sent, the Settlement Administrator shall deposit each person's share of unaccepted funds with the applicable state agency in charge of unclaimed property.

**JURISDICTION AND SETTLEMENT CONTINGENT ON APPROVAL**

75. Jurisdiction: The Parties shall request that the Court retain jurisdiction to enforce the Settlement Agreement.

76. Settlement Contingent on Final Approval: This Settlement is contingent upon final approval of a class action settlement on behalf of the Settlement Class described herein.

77. This agreement shall terminate and be of no further force or effect without any further action by the Parties if (i) the Court determines not to grant preliminary or final approval of the Class Settlement; and (ii) the Parties do not agree to any changes to the Settlement required by the District Court for approval or are unable or do not agree to obtain reconsideration and reversal or appellate review and reversal of any adverse decision by the Court regarding the Settlement.

78. Upon final approval of this Agreement by the Court, the Litigation will be dismissed with prejudice in its entirety through the Final Approval Order described in Paragraph 16 above (and Plaintiffs shall take any necessary action to effectuate such dismissal with prejudice by the Court).

79. Destruction of Materials Exchanged for Settlement Purposes: The Parties and their counsel agree that, within seven days of the dismissal of this Action with prejudice, they shall destroy all copies of documents and information sent to them by the other Party for settlement purposes only, except that Counsel for the Parties may keep a copy of the documents for their records.

80. Settlement Modification: The Parties may agree by stipulation executed by counsel to modify the exhibits to this Agreement effectuate the purpose of this Agreement or to conform to guidance from the Court about the contents of such exhibits without the need to further amend this Agreement. Any stipulation modifying the Settlement must be filed with the Court and is subject to the Court's approval.

### **MISCELLANEOUS**

81. Authority: The signatories below represent they are fully authorized to enter into this Agreement and to bind the Parties and the Qualified Class Members.

82. Best Reasonable Efforts and Mutual Full Cooperation: The Parties agree to fully cooperate with one other to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this Settlement. The Parties to this Agreement will use their best reasonable efforts, including all efforts contemplated by this Agreement and any other reasonable efforts that may become necessary or ordered by the Court, or otherwise, to effectuate this Agreement and the terms set forth in it and to ensure that payments are made to Qualified Class Members in a timely manner. If any deadlines relating to this Agreement cannot be met, counsel for the Parties shall meet and confer in good faith to attempt to reach agreement on any necessary modifications to the deadlines. If agreement cannot be reached, either Party may request such an extension via motion to the Court.

83. Non-Interference. The Parties shall not take any act (or cause any act to be taken) to interfere with the approval of this Settlement or encourage or assist with an objection to this Settlement.

84. Entire Agreement: This Agreement, together with its exhibits, constitutes the full and entire agreement among the Parties with regard to the subject matter and supersedes all prior representations, agreements, promises, or warranties, written, oral, or otherwise. No Party shall be liable or bound to any other Party for any prior representation, agreement, promise, or warranty, oral or otherwise, except for those that are expressly set forth in or attached to this Agreement. For the avoidance of doubt, to the extent any provision of this Agreement is deemed to conflict or be inconsistent with any provision of the Terms Sheet, this Agreement shall control and take precedence over the Terms Sheet.

85. No Assignment of Claims: The Parties represent that, as of the date this Agreement is executed, they have not assigned to any other person or entity any claim released under this Agreement.

86. Binding: This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

87. Construction: The Parties agree that the terms and conditions of this Agreement are the result of lengthy, arms-length negotiations between the Parties and that this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or the Party's counsel participated in the drafting of this Agreement.

88. Construction of Captions and Interpretations: Paragraph titles, captions, or headings in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision in it. Each term of this Agreement is contractual and is not merely a recital.

89. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same Agreement. This Agreement

may be executed by signature delivered by facsimile, PDF, text, or .jpg and need not be the original “ink” signature. A complete set of executed counterparts shall be filed with the Court. This Agreement shall become binding upon its execution by the Class Representatives, Defendants’ authorized representative, and counsel.

IN WITNESS WHEREOF the Parties and their counsel have caused this Settlement Agreement to be duly executed.

*For Plaintiffs:*

\_\_\_\_\_  
Cherry Lyn Miclat

\_\_\_\_\_  
Date



\_\_\_\_\_  
08/Sep/25

\_\_\_\_\_  
Benzor Shem Vidal

\_\_\_\_\_  
Date



\_\_\_\_\_  
08/Sep/25

[Anna Prakash \(Sep 8, 2025 09:00:00 CDT\)](#)

\_\_\_\_\_  
Anna P. Prakash  
Nichols Kaster, PLLP

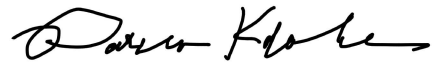
\_\_\_\_\_  
Date



\_\_\_\_\_  
09/Sep/25

\_\_\_\_\_  
Juno Turner  
Towards Justice

\_\_\_\_\_  
Date



\_\_\_\_\_  
07/Sep/25

\_\_\_\_\_  
Patricia Kakalec  
Kakalec Law PLLC

\_\_\_\_\_  
Date



\_\_\_\_\_  
07/Sep/25

\_\_\_\_\_  
Hugh Baran  
Katz Banks Kumin LLP

\_\_\_\_\_  
Date

may be executed by signature delivered by facsimile, PDF, text, or .jpg and need not be the original “ink” signature. A complete set of executed counterparts shall be filed with the Court. This Agreement shall become binding upon its execution by the Class Representatives, Defendants’ authorized representative, and counsel.

IN WITNESS WHEREOF the Parties and their counsel have caused this Settlement Agreement to be duly executed.

*For Plaintiffs:*



09/07/2025

\_\_\_\_\_  
Cherry Lyn Miclat

\_\_\_\_\_  
Date

\_\_\_\_\_  
Benzor Shem Vidal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anna P. Prakash  
Nichols Kaster, PLLP

\_\_\_\_\_  
Date

\_\_\_\_\_  
Juno Turner  
Towards Justice

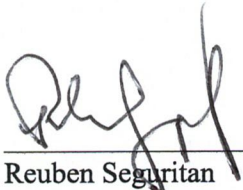
\_\_\_\_\_  
Date

\_\_\_\_\_  
Patricia Kakalec  
Kakalec Law PLLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hugh Baran  
Katz Banks Kumin LLP

\_\_\_\_\_  
Date



Reuben Seguritan

The Law Office of Reuben S. Seguritan

*who agrees to be bound by the same obligations as Class Counsel*

9/8/25  
Date

*For Defendants:*

Samuel Klein

Individually, and on behalf of  
Advanced Care Staffing, LLC  
and Priority Care Staffing, LLC

Date

Benjamin Jacobs

Pierson Ferdinand LLP

Date

\_\_\_\_\_  
Reuben Seguritan  
The Law Office of Reuben S. Seguritan  
*who agrees to be bound by the same obligations as Class Counsel*

\_\_\_\_\_  
Date

*For Defendants:*

Sam Klein  
2025.08.08 07:49:10 EDT  
\_\_\_\_\_  
Samuel Klein  
Individually, and on behalf of  
Advanced Care Staffing, LLC  
and Priority Care Staffing, LLC

\_\_\_\_\_  
9/8/25  
Date

Benjamin Jacobs  
\_\_\_\_\_  
Benjamin Jacobs  
Pierson Ferdinand LLP

\_\_\_\_\_  
9/8/2025  
Date



**EXHIBIT 1**

**PROPOSED EMAIL NOTICE**

**Were you a healthcare worker for Advanced Care Staffing, LLC or Priority Care Staffing, LLC between Sept. 16, 2012 and June 11, 2025 who entered the U.S. through their foreign nurse recruitment program?**

**If so, the settlement of the Class Action Lawsuit *Cherry Lyn Miclat & Benzor Shem Vidal v. Advanced Care Staffing, LLC & Priority Care Staffing, LLC*, Case No. 23-cv-5296 (NRM)(MMH) may affect your rights.**

**For complete information about the Settlement and your options, visit [settlement website link] to view the full Settlement Notice, or call [phone number].**

*You are not being sued. This is not a solicitation from a lawyer. This email notice was authorized by U.S. District Court for the Eastern District of New York.*

### **Why did I get this notice?**

This email notice is to tell you about the settlement of a class action lawsuit, *Cherry Lyn Miclat & Benzor Shem Vidal v. Advanced Care Staffing, LLC & Priority Care Staffing, LLC* brought on behalf of all healthcare workers who entered the United States through the foreign nurse recruitment program of Advanced Care Staffing, LLC (ACS) and/or Priority Care Staffing, LLC (PCS) and entered a contract with either of these companies between Sept. 16, 2012 and June 11, 2025.

**You received this email notice because ACS and PCS's records identify you as a member of the group of people affected, called the "class."** You have also been mailed a longer notice at your last-known address. This email notice tells you how to get more information.

### **What is this lawsuit about?**

This lawsuit was filed on behalf of healthcare workers and claims that Advanced Care Staffing, LLC and Priority Care Staffing, LLC broke the law by requiring healthcare workers to pay Defendants if they left before the end of their contract. Plaintiffs allege that the contract also resulted in damages to everyone who worked for Defendants under the contract because it made people work longer than they otherwise would have and for lower pay.

### **What is the position of ACS and PCS?**

Advanced Care Staffing, LLC and Priority Care Staffing, LLC dispute the allegations in the lawsuit and deny any wrongdoing. They have entered this Settlement to avoid the further time and expense of ongoing litigation.

### **Why is there a settlement in this lawsuit?**

In 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the workers who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side, nor that anyone could recover any certain amount in this litigation.

### **Has the Court Determined that Plaintiffs or Defendants Have Won?**

No. This is a settlement, which means the parties have resolved the matter before the Court has entered a judgment deeming any party the “winner.”

### **What does the Settlement provide?**

Advanced Care Staffing, LLC and Priority Care Staffing, LLC have agreed to pay a total of \$1,190,000 to resolve this and a related case, a case brought by the United States Department of Labor, and an investigation opened by the New York Office of the Attorney General.

If you paid Defendants any money in connection with resigning before the end of your contract, you will receive or may have already received that money back through the New York Office of the Attorney General and United States Department of Labor. The total amount being distributed through the New York Office of the Attorney General and United States Department of Labor is \$663,668.66.

The balance of the settlement amount is \$526,331.34, which will be distributed through this Settlement in this Litigation after reduction for any Court-approved amounts for the lawyers and the Plaintiffs who brought this case.

The amount you receive will be based on how long you worked for Defendants. The longer you worked, the more you received. Additionally, if you are eligible to opt into the Settlement Collective and do so, the amount you will receive will be increased by approximately 10%. The average expected per person amount is anticipated to be approximately \$1,200.00, but could be higher if the Court does not award the fees, costs, and other amounts that Class Counsel intend to request for their work and Class Representatives' work. Regardless, you will not have to pay the lawyers out-of-pocket.

*Please note that your check will be accompanied by a Form 1099 and Form W-2. Neither Defendants nor Class Counsel are providing you tax advice through this Settlement, so you will be responsible for seeking your own tax and/or accounting advice regarding your tax obligations.*

If you currently owe Defendants money in connection with resigning before the end of your contract, you will not be required to pay them anymore.

If, as of June 11, 2025, you were a current employee, you will benefit from changed practices. Specifically:

- If you resign for Good Reason, you will not have to pay Defendants. Good Reason includes: (a) a demonstrated long-term (i.e., more than six months) need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Defendants offer you a job in the relocated location, it shall not be Good Reason); (b) Defendants materially breaching the contract; (c) you demonstrating a good faith reasonable belief that you were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety after you provide notice of breach (to the extent notice and cure is practicable); (d) you demonstrate a good faith reasonable belief that your placement violates the New York Labor Law, including as to mandatory overtime, day of rest, and meal breaks, after you provide notice of breach (to the extent notice and cure is practicable); (e) you demonstrate a good faith and reasonable belief that you are subject to illegal discrimination after you provide notice of breach (to the extent notice and cure is practicable); and (f) Defendants or the hospital fail to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after you provide notice of breach (to the extent notice and cure is practicable)
- If you and Defendants disagree that you resigned without Good Reason, you will have an opportunity to mediate the dispute at Defendants' expense.
- If you agree or a mediator decides that you resigned without Good Reason, Defendants will only be able to collect agreed upon Actual Direct Costs, which will be limited to the following categories, ***subject to an overall cap for of \$5,000***, increased annually by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJ-PA metro area: (a) One-way airfare to the United States; (b) NCLEX Exam Fee and Processing Fee; (c) English Exam Fee and Processing Fee; (d) State Licensing Fee; (e) License by Endorsement to the extent requested by you; (f) Premium Processing Fee; (g) Either cash advance for rent and living expenses; or actual costs paid to a third party on the your behalf for rent and living expenses; and (h) Immigration filing-related costs for immigration statuses that provide permanent status. The Actual Direct Costs you owe will be prorated if you have worked at least 900 hours, and you will have the opportunity to enter into a payment plan where 50% will be due within thirty days and the remaining 50% will be due within 150 days.

**This is just a summary of the benefits that are available through the Settlement.**

Please refer to the full notice linked [here](#) and the Settlement Agreement linked [here](#) for all details.

## What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

**Where:** U.S. District Court for the Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201  
Courtroom 6E North

**When:** [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

## How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found here. To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyers (information below)
- visit the case website at [website]
- access the Court Electronic Records (PACER) system online or by visiting the Clerk's office of the Court (address below).

Resource	Contact Information
Case website	[website]
Settlement Administrator	CPT Group 50 Corporate Park Irvine, CA 92606

	[Phone Number]
<b>Your Lawyers</b>	<p>Anna Prakash &amp; Josh O'Neill Nichols Kaster, PLLP 4700 IDS Center 80 South Eighth Street Minneapolis, MN 55402 (612) 256-3200 <a href="mailto:aprakash@nka.com">aprakash@nka.com</a> joneill@nka.com</p> <p>Juno Turner Towards Justice P.O. Box 371689, PMB 44465 Denver, CO 80237-5680 (720) 441-2236 juno@towardsjustice.org</p> <p>Patricia Kakalec Kakalec Law PLLC 80 Broad Street, Suite 703 New York, NY 10004 (212) 705-8730 Patricia@KakalecLaw.com</p> <p>Hugh Baran Katz Banks Kumin LLP 111 Broadway, Suite 1403 New York, NY 10006 (646) 759-4501 baran@katzbanks.com</p>
<b>Court (DO NOT CONTACT)</b>	<p>U.S. District Court for the Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201</p>

**For complete information, visit [settlement website link] or call [phone number].**

# **EXHIBIT 2**

## **PROPOSED FINAL APPROVAL ORDER**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

CHERRY LYN MICLAT and BENZOR  
SHEM VIDAL, individually and on behalf of  
all others similarly situated,

*Plaintiffs,*

v.

ADVANCED CARE STAFFING, LLC and  
PRIORITY CARE STAFFING, LLC,

*Defendants.*

Civ. Action No.:  
1:23-cv-05296-NRM-MMH

**[PROPOSED] FINAL APPROVAL ORDER**

Based on the Motion for Final Approval of the Proposed Settlement, the Final Fairness Hearing, and good cause shown, IT IS HEREBY ORDERED:

1. The Settlement Agreement, dated September \_\_, 2025, including its exhibits (the “Settlement Agreement”), and the definition of words and terms contained therein, are incorporated by reference in this Order. The terms of this Court’s Preliminary Approval Order are also incorporated by reference in this Order.

2. This Court has jurisdiction over the subject matter of the Action and over the Parties, including all members of the following Settlement Class certified (for settlement purposes only) under Federal Rule of Civil Procedure 23 and Settlement Collective certified (for settlement purposes only) under the Fair Labor Standards Act (“FLSA”) in this Court’s Preliminary Approval Order:

Settlement Class: All Healthcare Workers who entered the United States through Advanced Care Staffing, LLC or Priority Care Staffing, LLC’s foreign nurse recruitment program



and entered into contracts with either Advanced Care Staffing, LLC or Priority Care Staffing, LLC at any point from September 16, 2012 to June 11, 2025.

Settlement Collective: All Healthcare Workers who entered the United States through Advanced Care Staffing, LLC or Priority Care Staffing, LLC's foreign nurse recruitment program and entered into contracts with either Advanced Care Staffing, LLC or Priority Care Staffing, LLC at any point between June 11, 2022 and June 11, 2025.

3. The Court hereby finds that the Settlement Agreement is the product of arm's length settlement negotiations between Class Counsel on behalf of Class Representatives and the Settlement Class and Collective and Defense Counsel on behalf of Defendants. The Court further finds that counsel for the Parties are experienced class action lawyers who vigorously asserted the positions of their respective clients.

4. The Court hereby finds and concludes that notice of this action and the opportunity to opt-in, opt-out of, or object to the settlement was disseminated to members of the Settlement Class and Collective in accordance with applicable law, as well as the terms set forth in the Settlement Agreement in compliance with this Court's Preliminary Approval Order.

5. The Court further finds and concludes that the notice and settlement award distribution procedures set forth in the Settlement Agreement fully satisfy Federal Rule of Civil Procedure 23 and the FLSA, were the best notice practicable under the circumstances, provided individual notice to all members of the Settlement Class and Collective who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class and Collective as contemplated in the Settlement and this Order.

6. The Court hereby finally approves the Settlement Agreement and the Settlement terms and conditions set forth therein, and finds that the terms and conditions constitute, in all

respects, a “fair, reasonable and adequate” settlement as to all Settlement Class and Collective Members in accordance with applicable law, and directs its immediate consummation pursuant to its terms and conditions. Specifically, based on the submissions by the Parties with their Motions for Preliminary and Final Settlement Approval, the Court finds:

- a. That the Class Representatives and Class Counsel have at all times adequately represented the class;
  - b. That the Settlement is the product of extensive, arm’s-length negotiations;
  - c. That the Settlement provides adequate relief for the Class Members, taking into account (1) the costs, risks, and delay of further litigation, trial and appeal; (2) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-members claims; and (3) the terms of any proposed award of attorneys’ fees, including timing of payment; and
  - d. That the Settlement treats Class Members equitably relative to each other.
7. Additionally, the Court finds that the Settlement is fair, reasonable, and adequate based on: (a) the complexity and duration of the litigation; (b) the stage of the proceedings; (c) the risk of establishing liability; (d) the risk of establishing damages; (e) the risk of pursuing and maintaining a class and collective action; (f) the reasonableness of the Settlement in light of the best recovery; (g) the range of reasonableness of the settlement in light of all the attendant risks of litigation; and (h) the reaction of the Class and Collective, as well as the absence of fraud or collusion and the opinions of Class Counsel and the Class Representative.
8. For all of the above reasons, the Settlement is also a fair and reasonable resolution of FLSA claims for the Settlement Collective.

9. The Court approves Class Counsel's application for \$175,443.78 in attorneys' fees and \$21,333.59 in out-of-pocket litigation expenses, \$10,000 to each Class Representative as Service Payments, and \$12,000 to the Settlement Administrator.<sup>1</sup> These amounts shall be paid from the Gross Settlement Amount. The Court finds that the requested attorneys' fees are in line with the Parties' Settlement Agreement, and are reasonable in light of: (a) the time and labor required, the novelty, complexity, difficulty of the questions involved, and the skill requisite to perform the legal service properly; (b) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer; (c) the fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature; (d) the significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained; (e) the time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client; (f) the nature and length of the professional relationship with the client; (g) the experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; (h) whether the fee is fixed or contingent, and, if fixed as to amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation; and (i) Class Counsel's lodestar. The Court further finds that the costs and administrative expenses requested are in line with the Parties' Settlement Agreement and are reasonable and relevant to the litigation.

---

[<sup>1</sup> The requested amounts will be filled with the forthcoming fee petition and this proposed order with those amounts resubmitted at that time.]

10. The Court orders that all Settlement Class and Collective Members hereby release all claims released by the Settlement Agreement and that this Final Approval Order will operate as *res judicata* as to all claims released by the Settlement Agreement.

11. The Court orders compliance with the Settlement Agreement in all respects. The Court reserves jurisdiction over all matters arising out of the Settlement Agreement.

12. This Court hereby dismisses this Action and all claims with prejudice, without costs to any party, except as expressly provided for in the Settlement Agreement.

13. Finding that there is no just reason for delay, the Court orders that this Final Approval Order and Judgment shall constitute a final judgment that is binding on the Parties and the Settlement Classes and Collective. The Clerk of the Court is directed to enter this Order on the docket forthwith.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Nina R. Morrison  
United States District Court Judge

## **EXHIBIT 3**

### **PROPOSED FLSA CONSENT AND RELEASE FORM**

**FLSA Opt-In and Release Form**

To join the federal wage portion of this Settlement (i.e., the Fair Labor Standards portion of this Settlement) and receive the FLSA portion of your allocated settlement payment, you must fill out and submit this form by [DATE]. You can fill out this form electronically at the website that is linked from this QR Code: [code]. You can also email this form to [EMAIL], or mail this form to [ADDRESS]. If you mail the form, please make sure it is postmarked by [DATE].

I consent to make a claim under the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, *et seq.* against Advanced Care Staffing, LLC and Priority Care Staffing, LLC (“Defendants”). I understand that submitting this form would release the “Defendant Releasees” (as defined in the Settlement Agreement) from all FLSA claims alleged in this lawsuit if the Court approves the Settlement. I understand the release shall cover claims through June 11, 2025.

Signature: \_\_\_\_\_ Date (mm/dd/yy): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

My Name (First, MI, Last): \_\_\_\_\_

**The Below Fields Are Optional, But Completing May Better Ensure Your Check Is Mailed to the Correct Address**

My Current Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Best Phone Number(s): \_\_\_\_\_

Best Email Address: \_\_\_\_\_

Questions? Visit [code]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADMINISTRATOR  
ADDRESS  
ADDRESS



Postal Service: Please do not mark barcode

# **EXHIBIT 4**

## **PROPOSED LONG-FORM NOTICE**





U.S. District Court for the Eastern District of New York

*Cherry Lyn Miclat & Benzor Shem Vidal v. Advanced Care Staffing, LLC & Priority Care Staffing, LLC*

Case No. 23-cv-5296 (NRM)(MMH)

# Class Action Notice

*Authorized by the U.S. District Court*



Example QR Code.  
Replace this with case  
specific QR Code.



Were you a healthcare worker for Advanced Care Staffing, LLC or Priority Care Staffing, LLC between Sept. 16, 2012 and June 11, 2025 who entered the U.S. through their foreign nurse recruitment program?



There is a \$1,190,000 settlement of a lawsuit against Advanced Care Staffing and Priority Care Staffing.

You may be entitled to money.



To learn more about this settlement, read this notice or scan the QR code above to access the settlement website.

## Important things to know:

- If you take no action, any ruling from the court will apply to you, and you will not be able to sue Advanced Care Staffing, LLC and Priority Care Staffing, LLC ("Defendants") about the same issues.
- If you have questions or need assistance, please call [phone number]
- You can learn more at: [website].

# Table of Contents

<b>Table of Contents.....</b>	<b>3</b>
<b>About This Notice .....</b>	<b>4</b>
Why did I get this notice?.....	4
What do I do next?.....	4
What are the most important dates? .....	5
<b>Learning About the Lawsuit .....</b>	<b>6</b>
What is this lawsuit about?.....	6
What is the position of ACS, PCS, and Sam Klein? .....	6
Why is there a settlement in this lawsuit? .....	6
Has the Court determined that Plaintiffs or Defendants Have Won? .....	7
What happens next in this lawsuit?.....	7
<b>Learning About the Settlement .....</b>	<b>8</b>
What does the Settlement provide?.....	8
How do I know if I am part of the settlement? .....	10
How much will my payment be?.....	11
What am I giving up to stay in the Settlement Class and/or to join the Settlement Collective? .....	11
<b>Deciding What to Do.....</b>	<b>12</b>
How do I weigh my options? .....	12
<b>Receiving a Payment .....</b>	<b>13</b>
How can I get a payment? .....	13
How do I opt into the FLSA Settlement Collective? .....	13
Do I have a lawyer in this lawsuit?.....	13
Do I have to pay the lawyers in this lawsuit? .....	14
<b>Opting Out.....</b>	<b>14</b>
What if I don't want to be part of this settlement?.....	14
How do I opt out? .....	15
<b>Objecting.....</b>	<b>15</b>
What if I disagree with the settlement? .....	15

<b>Doing Nothing .....</b>	<b>16</b>
What are the consequences of doing nothing? .....	16
<b>Key Resources .....</b>	<b>16</b>
How do I get more information? .....	16

## About This Notice

### Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Cherry Lyn Miclat & Benzor Shem Vidal v. Advanced Care Staffing, LLC & Priority Care Staffing, LLC*, brought on behalf of all healthcare workers who entered the United States through the foreign nurse recruitment program of Advanced Care Staffing, LLC (ACS) and/or Priority Care Staffing, LLC (PCS) and entered a contract with either of these companies between Sept. 16, 2012 and June 11, 2025. **You received this notice because ACS and PCS's records identify you as a member of the group of people affected, called the "class."** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

### What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
<b>Do Nothing</b>	<p>Get a payment. The amount you receive will be based on the length of time you worked for Advanced Care Staffing and/or Priority Care Staffing. The longer you worked, the higher your amount will be. The average expected per person amount is expected to be approximately \$1,200. You will also give up rights resolved by settlement.</p> <p>You may also benefit from changed practices. If you currently owe money to Advanced Care Staffing or</p>

	Priority Care Staffing for resigning before the end of your contract, you will not have to pay. If you are a current employee and if, in the future, you resign before the end of your contract, you will not owe money if you resign for Good Reason and, if you leave without Good Reason, the amount you owe will be capped at approximately \$5,000. The definition of Good Reason and further details about the changes that would benefit you are provided in paragraph XX below.
<b>Submit an Opt-In Form by DATE</b>	Receive the benefits described above, but receive more money (by approximately 10%) from the Settlement. Give up right to bring Fair Labor Standards Act (FLSA) claims resolved by this Settlement. See Paragraph XX Below.
<b>Opt Out</b>	Get no payment and you may not benefit from some of the changed practices. Opting out allows you to bring another lawsuit against Advanced Care Staffing, LLC and Priority Care Staffing, LLC about the same issues. See Paragraph XX below.
<b>Object</b>	Tell the Court why you don't like the settlement. You cannot object if you opt out. See Paragraph XX below.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

## What are the most important dates?

Your deadline to object or opt out: **[date]**  
 Settlement approval hearing: **[date]**  
 Your deadline to submit a claim form: **[date]**

## Learning About the Lawsuit

### What is this lawsuit about?

This lawsuit is brought by Plaintiffs Cherry Lyn Miclat and Benzor Shem Vidal against Advanced Care Staffing, LLC and Priority Care Staffing, LLC. The lawsuit is brought on a class action basis and a collective action basis.

The lawsuit involves Defendants' alleged employment practices, including claims relating to the contracts between ACS/PCS and Healthcare Workers, the legality and enforceability of certain provisions in those contracts (including, in certain instances, Healthcare Workers' payments to ACS/PCS under those contracts).

### Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:  
[website]

### What is the position of ACS, PCS, and Sam Klein?

Advanced Care Staffing, LLC and Priority Care Staffing, LLC dispute the allegations in the lawsuit and deny any wrongdoing. They have entered this Settlement to avoid the further time and expense of ongoing litigation.

### Why is there a settlement in this lawsuit?

In 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The Settlement is on behalf of the workers who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side, nor that anyone could recover any certain amount in this litigation.

If approved, the Settlement will stop the lawsuit from being litigated any further. If the case continued to be litigated, there is a possibility that Defendants would prevail and the Settlement Class and Collective would receive nothing. There is also the possibility that Defendants would be required to pay more than they have agreed to pay under the Settlement.

Class Counsel investigated the facts and applicable law regarding the claims and defenses. The parties engaged in lengthy and arms' length negotiations to reach this Settlement. The Class Representatives and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class and Collective.

### What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that the plaintiff allege caused the harm.

### Has the Court determined that Plaintiffs or Defendants Have Won?

No. This is a settlement, which means the parties have resolved the matter before the Court has entered a judgment deeming any party the "winner."

### What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the Settlement. The hearing will be held at:

**Where:** [Courthouse name and address].

**When:** [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

## Learning About the Settlement

### What does the Settlement provide?

Advanced Care Staffing, LLC, Priority Care Staffing, LLC, & Sam Klein have agreed to pay a total of \$1,190,000 to resolve this and a related case, a case brought by the United States Department of Labor, and an investigation opened by the New York Office of the Attorney General.

If you paid Defendants any money in connection with resigning before the end of your contract, you will receive or may have already received that money back through the New York Office of the Attorney General and United States Department of Labor. The total amount being distributed through the New York Office of the Attorney General and United States Department of Labor is \$663,668.66.

The balance of the settlement amount is \$526,331.34, which will be distributed through this Settlement in this Litigation after reduction for any Court-approved amounts for the lawyers and the Plaintiffs who brought this case.

The amount you receive will be based on how long you worked for Defendants. The longer you worked, the more you will receive. Additionally, if you are eligible to opt into the Settlement Collective and do so, the amount you will receive will be increased by approximately 10%. The average expected per person amount is anticipated to be

approximately \$1,200.00 but could be higher if the Court does not award the fees, costs, and other amounts that Class Counsel intend to request for their work and Class Representatives' work. Regardless, you will not have to pay the lawyers out-of-pocket. *Please note that your check will be accompanied by a Form 1099 and Form W-2. Neither Defendants nor Class Counsel are providing you tax advice though this Settlement, so you will be responsible for seeking your own tax and/or accounting advice regarding your tax obligations.*

If you currently owe Defendants money in connection with resigning before the end of your contract, you will not be required to pay them anymore.

If, as of June 11, 2025, you were a current employee, you will benefit from changed practices. Specifically:

- If you resign for Good Reason, you will not have to pay Defendants. Good Reason includes: (a) a demonstrated long-term (i.e., more than six months) need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Defendants offer you a job in the relocated location, it shall not be Good Reason); (b) Defendants materially breaching the contract; (c) you demonstrating a good faith reasonable belief that you were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety after you provide notice of breach (to the extent notice and cure is practicable); (d) you demonstrate a good faith reasonable belief that your placement violates the New York Labor Law, including as to mandatory overtime, day of rest, and meal breaks, after you provides notice of breach (to the extent notice and cure is practicable); (e) you demonstrate a good faith and reasonable belief that you are subject to illegal discrimination after you provide notice of breach (to the extent notice and cure is practicable); and (f) Defendants or the hospital fail to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after you provide notice of breach (to the extent notice and cure is practicable)
- If you and Defendants disagree that you resigned without Good Reason, you will have an opportunity to mediate the dispute at Defendants' expense.



- If you agree or a mediator decides that you resigned without Good Reason, Defendants will only be able to collect agreed upon Actual Direct Costs, which will be limited to the following categories, ***subject to an overall cap for of \$5,000***, increased annually by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJ-PA metro area: (a) One-way airfare to the United States; (b) NCLEX Exam Fee and Processing Fee; (c) English Exam Fee and Processing Fee; (d) State Licensing Fee; (e) License by Endorsement to the extent requested by you; (f) Premium Processing Fee; (g) Either cash advance for rent and living expenses; or actual costs paid to a third party on the your behalf for rent and living expenses; and (h) Immigration filing-related costs for immigration statuses that provide permanent status. The Actual Direct Costs you owe will be prorated if you have worked at least 900 hours, and you will have the opportunity to enter into a payment plan where 50% will be due within thirty days and the remaining 50% will be due within 150 days.

This is just a summary of the benefits that are available through the Settlement. Please refer to the full Settlement Agreement linked [here](#) for all details.

## How do I know if I am part of the settlement?

If you received a Postcard or Email Notice, Defendants' records indicate that you are a current or former employee as of June 11, 2025. This means that you are a healthcare worker who entered the United States through Advanced Care Staffing's or Priority Care Staffing's foreign nurse recruitment program and entered into a contract with Advanced Care Staffing or Priority Care Staffing at any point from September 16, 2012 to June 11, 2025.

You may also be eligible to become a member of the Settlement Collective and receive an additional payment if your Postcard Notice included a tear-off FLSA Consent and Release Form or if you worked for Advanced Care Staffing or Priority Care Staffing at any point between **June 11, 2022 and** June 11, 2025. To receive that payment, you must submit (by mail or electronically) the FLSA Consent and Release Form.

## How much will my payment be?

Your payment amount will depend on several factors:

- If you paid Defendants any money in connection with leaving before the end of your contract, you will receive or may have already received that money back through the New York Office of the Attorney General and United States Department of Labor. Your length of service.
- The amount you receive will be based on how long you worked for Defendants. The longer you worked, the more you received.
- Additionally, if you are eligible to opt into the Settlement Collective and do so, the amount you receive will be increased by approximately 10%. The average expected per person amount is anticipated to be approximately \$1,200 but could be higher if the Court does not award the fees, costs, and other amounts that Class Counsel intend to request for their work and Class Representatives' work. Regardless, you will not have to pay the lawyers out-of-pocket.
- If you do not join the Settlement Collective, you will still receive payment if the Court approves the Settlement (unless you opt out of the Settlement Class). Your payment will just be a lower amount.

## What am I giving up to stay in the Settlement Class and/or to join the Settlement Collective?

If the Court approves this Settlement, then when the Settlement becomes effective, all Settlement Class Members who have not timely and properly opted out of the Settlement Class will release ACS, PCS, and each of their (as applicable) respective owners, members, officers, employees, partners, benefit plans, plan administrators, insurers, agents, attorneys, representatives, benefit plans, plan administrators, counsel, shareholders, agents, representatives, dependents, heirs, and executors, from the following claims:

All liabilities, attorneys' fees, costs, obligations, duties,

undertakings, agreements, contracts, claims, demands, damages, proceedings, actions, and causes of action of every kind (whether know, unknown, suspected or unsuspected) that each Settlement Class Member had, has, may have, or will have for acts or omissions (whether alleged or actual) occurring (or allegedly occurring) from the beginning of time through June 11, 2025 that were or could have been asserted in this Action or *Vidal* given the facts alleged in the operative complaints in this Action and *Vidal*, and includes but is not limited to claims arising under the New York Labor Law, the Trafficking Victims Protection Act, New York's Prohibition on Labor Trafficking.

If you opt into the Settlement Collective, you will also release claims in this lawsuit under the Fair Labor Standards Act based on alleged unlawful kickbacks or alleged failure to pay wages free and clear through June 11, 2025.

This release may affect your rights, and may carry obligations, in the future. To view the full terms of this release that are contained in the Settlement Agreement, as well as the operative Complaint and other related documents, please click [here](#).

## Deciding What to Do

### How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Do Nothing	Submit an Opt-In Form	Opt out	Object
Can I receive settlement money if I . . .	YES	YES	NO	YES
Am I bound by the terms of this lawsuit if I . . .	YES	YES	NO	YES

Can I pursue my own case if I . . .	NO	NO	YES	NO
Will the class lawyers represent me if I . . .	YES	YES	NO	NO

## Receiving a Payment

### How can I get a payment?

Settlement payments will be made via check. If you would like to receive payment in a different way, you must elect a new payment method by clicking [here](#) or by contacting the Settlement Administrator at [\[phone\]](#) or [\[email\]](#).

### How do I opt into the FLSA Settlement Collective?

Settlement Class Members who are eligible to become part of the Settlement Collective and do so by returning or electronically submitting the FLSA Opt-In and Release Form will receive a larger payment than those who do not submit the form. To become part of the Collective, you must fill out and mail or submit the form that was mailed to you. The form is also available and can be filled out online [here](#). If you mail the form, it must be postmarked by [\[DATE\]](#). If you submit the form electronically, you must do so by [\[DATE\]](#).

### Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

**Your lawyers:** Nichols Kaster, PLLP (Anna Prakash & Josh O'Neill),

Towards Justice (Juno Turner), Kakalec Law PLLC (Patricia Kakalec), and Katz Banks Kumin LLP (Hugh Baran) **as Class Counsel**.

These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

## Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$175,443,78 total in attorneys' fees plus the reimbursement of out-of-pocket expenses in the amount of \$21,333.59 and costs of settlement administration in the amount of \$12,000.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$10,000 each to the Class Representatives Cherry Lyn Miclat and Benzor Shem Vidal for the time and effort they contributed to the case. If approved by the Court, the Service Awards will be paid from the Settlement Fund.

## Opting Out

### What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. You cannot exclude yourself from the program changes

called for by the proposed settlement.

## How do I opt out?

To opt out of the settlement, you must complete the opt out form included with this notice and mail it by [date] to the Settlement Administrator at:

CPT Group  
50 Corporate Park  
Irvine, CA 92606  
[Phone Number]

Be sure to include your name, address, telephone number, and signature.

## Objecting

### What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Court that:

- (1) is postmarked by [date];
- (2) includes the case name and number ([case name and number here])
- (3) includes your full name, address and telephone number, and email address (if you have one);
- (4) states the reasons for your objection;
- (5) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (6) your signature.

Mail the letter to:

CPT Group  
50 Corporate Park  
Irvine, CA 92606  
[Phone Number]

U.S. District Court for the Eastern  
District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201

## Doing Nothing

### What are the consequences of doing nothing?

If you do nothing, you will get a payment and other relief, and will still be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Advanced Care Staffing, LLC Priority Care Staffing, LLC, and each of their (as applicable) respective owners, members, officers, employees, partners, benefit plans, plan administrators, insurers, agents, attorneys, representatives, benefit plans, plan administrators, counsel, shareholders, agents, representatives, dependents, heirs, and executors, about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found [\[here\]](#).

## Key Resources

### How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [here](#). To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at [\[website\]](#)
- access the Court Electronic Records (PACER) system online or by visiting the Clerk’s office of the Court (address below).

#### Resource

#### Contact Information


<b>Case website</b>	[website]
<b>Settlement Administrator</b>	CPT Group 50 Corporate Park Irvine, CA 92606 [Phone Number]
<b>Your Lawyers</b>	<p>Anna Prakash &amp; Josh O'Neill Nichols Kaster, PLLP 4700 IDS Center 80 South Eighth Street Minneapolis, MN 55402 (612) 256-3200 <a href="mailto:aprakash@nka.com">aprakash@nka.com</a> joneill@nka.com</p> <p>Juno Turner Towards Justice P.O. Box 371689, PMB 44465 Denver, CO 80237-5680 (720) 441-2236 juno@towardsjustice.org</p> <p>Patricia Kakalec Kakalec Law PLLC 80 Broad Street, Suite 703 New York, NY 10004 (212) 705-8730 Patricia@KakalecLaw.com</p> <p>Hugh Baran Katz Banks Kumin LLP 111 Broadway, Suite 1403 New York, NY 10006 (646) 759-4501 baran@katzbanks.com</p>



<b>Court (DO NOT CONTACT)</b>	U.S. District Court for the Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201
-------------------------------	---

## **EXHIBIT 5**

### **PROPOSED PAYMENT ACCEPTANCE REMINDER NOTICE**

<p>COURT ORDERED REMINDER NOTICE</p> <p><i>Advanced Care Staffing et al. Settlement</i></p> <p>Class and Collective Action Reminder Notice on Inside</p>	<p><i>Advanced Care Staffing Settlement</i> c/o [Settlement Administrator] [ADDRESS] [ADDRESS]</p> <div data-bbox="1125 283 1304 436"><p>PRESORT FIRST CLASS U.S. POSTAGE PAID</p></div>  <p>0 1 2 3 4 5 6 7 8 9 0 1 0 2 0 3 0 4</p> <p>Postal Service: Please do not mark barcode</p> <p>ID: [number]</p> <p>[Name and Address]</p>
--	---

[See next page]

A settlement has been reached in a class and collective action against Advanced Care Staffing, LLC and Priority Care Staffing, LLC (“Defendants”), for alleged violations of certain laws. Defendants dispute the allegations in the lawsuit, deny any wrongdoing, and have entered this Settlement to avoid spending the time, expense, and resources associated with ongoing contested legal proceedings. The Court has not decided whether any party has “won” or “lost” the lawsuit.

You should have already received a Postcard Notice of the settlement, an Email Notice, and a check. These Notices summarize the proposed Settlement. The full terms are available at the Settlement Website, which you can access through this QR Code:



### **IMPORTANT**

The Settlement Administrator’s records show that you have not cashed your settlement check. **If you do not do so by [DATE], the amount set forth in your check may be redistributed to other class members and/or reported as unclaimed funds to your state’s unclaimed property fund.**

**Also, if you have not yet submitted an FLSA Consent and Release Form** (which was mailed to you and can also be found and submitted at the Settlement Website), you must do so by \_\_\_\_ to receive the FLSA portion of your settlement payment allocation.

If you have lost or did not receive your check, or prefer payment through another method, please contact the Settlement Administrator as soon as possible at [NUMBER] or by email at [EMAIL].

## **EXHIBIT 6**

### **PROPOSED POSTCARD NOTICE**

# 673

## COURT ORDERED NOTICE

**Advanced Care Staffing  
& Priority Care Staffing  
Settlement**

Class and Collective Action  
Notice on Reverse

QR CODE

Advanced Care Staffing Settlement

C/O ADMINISTRATOR

ADDRESS

ADDRESS

PRESORT  
FIRST CLASS  
U.S. POSTAGE  
PAID



Postal Service: Please do not mark barcode

ID: 00001234

First Last

Address1

Address2

City State Zip Code

A settlement has been reached in a class and collective action against Advanced Care Staffing, LLC and Priority Care Staffing, LLC ("Defendants"). This Notice summarizes the proposed Settlement. The full terms are available at the Settlement website, which you can access by scanning the QR Code on the front of this postcard.

**Am I a Class Member and What Does the Settlement Provide?** This case involves class action claims related to Defendants' employment practices, including claims related to paying in order to leave before the end of your contract. You are automatically included in the class action claims if you are a healthcare workers who entered the U.S. through Advanced Care Staffing, LLC or Priority Care Staffing, LLC's foreign nurse recruitment program and entered into contracts with Advanced Care Staffing, LLC or Priority Care Staffing, LLC at any point between **September 16, 2012 and June 11, 2025**. If the Court approves the Settlement, then you may be eligible to receive one or more of these benefits:

- If you paid Defendants any money in connection with leaving before the end of your contract, you will receive that money back through the NY Attorney General and U.S. Department of Labor. The total amount being distributed through the Attorney General and Department of Labor is \$663,668.66.
- The balance of the settlement amount is \$526,331.34, which will be distributed through this Settlement. The average per person payment is expected to be approximately \$1,200.
- If you currently owe Defendants money in connection with leaving before the end of your contract, you will not be required to pay them anymore. If, as of June 11, 2025, you were a current employee, you will benefit from changed practices, including not having to pay Defendants if you resign for Good Reason and having the amount you owe if there is no Good Reason capped at \$5,000. The definition of Good Reason and other details about the changes you could benefit from are listed in the full Settlement Agreement available at [URL](#). This notice is just a summary.

**Am I also a Collective Member and What Does that Mean?** You are eligible to join the collective if you fall within the class definition provided above and your employment dates were any point between June 11, 2022 and June 11, 2025. If you are eligible to join the collective, a tear-off consent form is attached to this Postcard. If the Court approves the Settlement and if you timely submit a consent form and are eligible to join the collective, the share you would otherwise receive from the \$526,331.34 will increase by approximately 10%. If you do not join the collective, you will still receive payment if the Court approves the Settlement. Your payment will just be a lower amount. Please note the additional release language on the consent form.

**How will I get paid?** If you are eligible to receive a payment under this Settlement, you will receive a check. If you want to be paid another way, please contact the Settlement Administrator or visit the website.

**What If I Don't Like the Settlement?** You can exclude yourself or object. If you do not exclude yourself, you cannot sue Defendants for the claims released in this case, but you will receive one or more of the benefits described above. To exclude yourself and keep any rights you may have to sue Defendants over the legal issues in this lawsuit, write the Settlement Administrator by **[date]**. If you do not exclude yourself, you may object to the proposed settlement. To do so, you must file a timely written objection with the Clerk of Court by **[date]**.

**Who Represents Me?** The Court has appointed the law firms of Nichols Kaster, Towards Justice, Kakalec Law, and Katz Banks Kumin as Class Counsel. Class Counsel intend to apply to the Court for an award of attorneys' fees in an amount not to exceed \$175,443.78, costs not to exceed \$21,333.59, expenses of the Settlement Administrator estimated to be \$12,000, and service payments to the two Plaintiffs who started this lawsuit in amounts not to exceed \$10,000 each.

**When Will the Court Consider the Settlement?** There will be a final approval hearing to consider approval of the proposed Settlement on **[date, time and location]**.

**How Do I Get More Information?** You can visit the Settlement Website or contact the Settlement Administrator at **[email]** or **[phone]**, or contact Class Counsel at **[email]** or **[phone]**.

## **EXHIBIT 7**

### **PROPOSED PRELIMINARY APPROVAL ORDER**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

CHERRY LYN MICLAT and BENZOR  
SHEM VIDAL, individually and on behalf of  
all others similarly situated,

*Plaintiffs,*

v.

ADVANCED CARE STAFFING, LLC and  
PRIORITY CARE STAFFING, LLC,

*Defendants.*

Civ. Action No.:  
1:23-cv-05296-NRM-MMH

**[PROPOSED] ORDER GRANTING PRELIMINARY SETTLEMENT APPROVAL**

Based on Plaintiffs' Unopposed Motion for Preliminary Approval of the proposed class and collective action Settlement between Plaintiffs and Defendants, and good cause shown therein, Preliminary Approval, including Class Certification under Rule 23 and Conditional Collective Certification under the FLSA for settlement purposes only, is GRANTED as set forth below in accordance with Federal Rule of Civil Procedure 23, the FLSA, and other applicable law.

1. The Settlement Agreement, dated September \_\_, 2025, including its exhibits (the "Settlement Agreement"), and the definition of words and terms contained therein, are incorporated by reference in this Order.

2. Certification for Settlement Purposes Only. Pursuant to Federal Rule of Civil Procedure 23, the Court certifies, for settlement purposes only, the following Settlement Class and Collective:

Settlement Class: All Healthcare Workers who entered the United States through Advanced Care Staffing, LLC or Priority Care Staffing, LLC's foreign nurse recruitment program



and entered into contracts with either Advanced Care Staffing, LLC or Priority Care Staffing, LLC at any point from September 16, 2012 to June 11, 2025.

Settlement Collective: All Healthcare Workers who entered the United States through Advanced Care Staffing, LLC or Priority Care Staffing, LLC's foreign nurse recruitment program and entered into contracts with either Advanced Care Staffing, LLC or Priority Care Staffing, LLC at any point between June 11, 2022 and June 11, 2025.

3. In connection with certification, the Court makes the following findings for settlement purposes only:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class for purposes of determining whether this Settlement should be finally approved;
- c. The Class Representatives' claims are typical of the claims being resolved through the proposed Settlement;
- d. The Class Representatives and their counsel are capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed Settlement;
- e. Common questions of law and fact predominate over questions affecting only individual persons in the Settlement Class, making the Settlement Class sufficiently cohesive to warrant settlement by representation; and
- f. Certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

- g. The requirements of Fed. R. Civ. P. 23(b)(2) are met because the relief agreed to is appropriate respecting the class as a whole.
  - h. Based on the preliminary showing of counsel, the Putative Settlement Collective Members are similarly situated for the purpose of notice.
4. Class Counsel. Nichols Kaster, PLLP, Towards Justice, Kakalec Law PLLC, and Katz Banks Kumin LLP are hereby APPOINTED as Class Counsel.
5. Class Representatives. Cherry Lyn Miclat and Benzor Shem Vidal are hereby APPOINTED Class Representatives.
6. Preliminary Approval of the Settlement is within the Range of Reasonableness. The Court preliminarily finds the Settlement within the range of reasonableness based on:
- (a) the complexity, duration, and procedural posture of the Action;
  - (b) the risks and costs of continued litigation;
  - (c) the adequate relief for Settlement Class Members;
  - (d) the adequacy of representation Class Representatives and Class Counsel provided;
  - (e) the absence of fraud or collusion between the parties in reaching the Settlement;
  - and
  - (f) the equitable allocation of funds between class members.
7. Class Notice. The parties' proposed notices are APPROVED for distribution in accordance with the Settlement Agreement. The parties are permitted to make non-substantive changes prior to distribution and posting, including to include applicable deadlines and contact information.
8. CPT Group is APPOINTED as Settlement Administrator.

9. Opt-Outs, Opt-Ins, and Objections. Putative Settlement Class Members shall have the right to opt out or object to this Settlement pursuant to the procedures included in the Settlement Agreement. Putative Settlement Collective Members shall have the right to opt into the FLSA portion of this Settlement. The deadline to opt in, opt out, or object is sixty (60) days from the sending of the Postcard Notice.

10. Final Approval Hearing. A Final Approval Hearing is set for \_\_\_\_\_, 202\_\_ at \_\_\_\_\_, in Courtroom \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Nina Morrison  
United States District Court Judge

**EXHIBIT 8**  
**GLOBAL TERMS SHEET**

### Key Terms

*Secretary of Labor v. Advanced Care Staffing, LLC, et al.*, 1:23-cv-02119-NRM-MMH  
*Vidal v. Advanced Care Staffing, LLC*, 1:22-cv-05535-NRM-MMH  
*Miclat v. Advanced Care Staffing, LLC, et al.*, 1:23-cv-05296-NRM-MMH  
NYOAG Matter

#### **I. CLASS MEMBERS**

Settlement Class Members in the Vidal/Miclat action are healthcare workers who entered the United States through ACS's or PCS's (the "Companies") foreign nurse recruitment program and entered a contract with the Companies. The Settlement Class includes the following four groups:

- (1) current employee Settlement Class Members who have not yet completed their term under that contract as of the date this Terms Sheet is executed;
- (2) current employee Settlement Class Members who completed their contractual period with the Companies as of the date this Terms Sheet is executed;
- (3) former employee Settlement Class Members who paid the Companies money in connection with resigning, as of the date this Terms Sheet is executed; and
- (4) former employee Settlement Class Members who the Companies contend owe the Companies money in connection with resigning as of the date this Terms Sheet is executed.

There may be overlap between groups 3 and 4. Group 4 will have their debt entirely forgiven as discussed herein and, to the extent Group 4 class members are also in Group 3, they will receive monetary relief equivalent to full reimbursement of money paid to the Company as well. Class members who are current employees as of the date this Term Sheet is signed are referred to as "Current Employee Class Members."

#### **II. MONETARY RELIEF**

- A. \$1,190,000 Total Monetary Payment to cover a global settlement (to be clear, that is an all-in payment **inclusive** of the fees, costs, and any service award). Defendants shall pay \$663,668.66 of the Total Monetary Payment within 30 days of the execution by Defendants and the OAG of the Assurance of Discontinuance (AOD). Defendants shall pay the balance of the Total Monetary Payment on the effective date of the class settlement (which shall not be until the Court grants final approval of the Settlement). No portion of the Total Monetary Payment shall revert to Defendants.
- B. From the Total Monetary Payment, a total of \$663,668.66 will be distributed to nurses who paid money in connection with leaving (i.e., members of Groups 3), through the settlements of OAG's and USDOL's cases (*see* Paragraphs IV.D.1 and IV.D.2), in per-employee amounts to be determined in OAG's and USDOL's discretion. OAG and

USDOL will determine the amounts due to these former employees (who will not have benefited from any prospective injunctive relief), without regard to the costs that some of the parties may agree are recoverable prospectively from Current Employee Class Members (e.g., Paragraph III.D). If more than \$663,668.66 has been paid by nurses as of the date this Terms Sheet is executed, Defendants will increase the Total Monetary Payment by that additional amount and such additional amount shall also be paid through the settlements of the OAG's and USDOL's cases.

- C. Monetary relief for other alleged damages suffered by Class Members will be distributed according to a formula to be determined and agreed upon.

### III. NON-MONETARY RELIEF

- A. The Companies will adopt a new contract that contains all terms already agreed-upon, which are:

1. Companies will *remove* from current and future contracts with nurses:
  - The arbitration provision.
  - The provision enabling them to recover lost profits from a breach.
  - ACS will remove the post-employment non-compete provisions in its contracts and make other changes to the confidentiality provisions, to be further discussed by the parties. Contracts can still prohibit workers from working for a competitor during the time that they are employed by ACS.
2. The Companies will *include* in future agreements with nurses a clear, easy-to-understand Exhibit that (a) informs the nurse of the cost of each benefit being offered (and, in the event of an airplane ticket, which may have a variable expense associated, the nurse will be informed of the actual cost of the flight before it is booked on the nurse's behalf), (b) states that the Companies may (in the event of a breach) seek to recover the costs of the benefits, and (c) offers a simple OPT-IN or OPT-OUT option (e.g., via checkboxes) of each of those expenses. For purposes of clarity, in no circumstance will a nurse be required to have the Companies incur any of the enumerated expenses on the nurse's behalf.
3. If the Companies contend that a nurse has without Good Reason resigned from their job before the end of the stated contract term, the Company will offer to the nurse:

- An opportunity for informal mediation before a third-party mediator at JAMS to be selected by agreement of the parties and, if no agreement is reached, pursuant to the then-existing JAMS employment arbitration rules. The mediator's fees will be paid by the Companies and shall not be reallocated to the nurses. For the avoidance of doubt, each party to the mediation will bear the fees and costs of the representative (if any) that they bring to the mediation.
  - Nurses will be informed that they have the right to and will have the right to bring a representative of their choosing to any discussion with the Companies or mediator regarding "breach" or payment for the same. If the nurse chooses not to bring a representative, they must acknowledge in writing that they have the right to a representative but are choosing not to have one. If the nurse will not so acknowledge, ACS will retain the communication in which it so informed the nurse and will provide the writing to the USDOL/NYAOG when it makes the reports of the information in Section B.1. below.
  - Notice will be provided sufficiently in advance of any such meeting or mediation so that the nurse will have a meaningful opportunity to choose a representative.
  - A notice of rights, in a form to be negotiated by the parties.
- B. The Companies will agree to the following compliance provisions for three years following the date the Consent Judgment and AOD are signed (whichever is later):
1. The Companies will make reports once every six months (for three years) to USDOL/NY OAG on any amounts collected from employees, the basis for collecting those amounts, and the procedures used to collect.
  2. The Companies will designate a compliance officer and clear procedures for employees to report concerns.
  3. The Companies will engage a community-based organization to provide periodic trainings to employees on their rights under the law and under the agreement. For the avoidance of doubt, this term is not specifically required by USDOL and will not appear in the USDOL Consent Judgment.
  4. The Companies will brief their office staff and supervisory employees on the new terms of any contract.

- C. The Companies will entirely forgive the debt of former employees who, as of the date this Terms Sheet is executed, the Companies contend owe money in connection with resigning before completing their contractual period.
- D. As to Current Employee Class Members, the Companies will only be able to collect agreed upon Actual Direct Costs absent resignation for Good Reason. Current Employee Class Members will also receive all post-hire non-monetary relief provided in Paragraphs III.A.1, III.A.3, and III.E through III.J of this Term Sheet.
- E. The Companies will make an express statement in their contracts and notices of contract amendments that the Companies will not be entitled to and will **not** pursue the following categories of damages with respect to any claim related any current, former, or future nurse's purported breach of an employment term:

- Lost Profits or overhead
- Attorneys' Fees and Costs, or other costs of collection or interest accrued on the expenses through the date of the alleged breach.
- Costs of hiring a replacement or upfront indirect costs of having recruited or hired the worker (other than as specified below)

- F. ACS's contract will state that, except for resignations for Good Reason (defined below) the nurse's repayment obligations will be Actual Direct Costs (defined below) prorated based on time worked as discussed below. ACS will provide Current Employee Class Members with a notice that their contracts have been amended to conform to these limitations, which are spelled out as follows:

1. Actual Direct Costs shall mean documented expenses that (1) the Company has actually incurred and paid to a third party, and (2) are primarily for the benefit of the worker and not primarily for the Company's benefit.

2. Actual Direct Costs will be limited to the following categories, subject to an overall cap for Current Employee Class Members of \$5,000, increased annually by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJ-PA metro area:

- One-way airfare to the United States
- NCLEX Exam Fee and Processing Fee
- English Exam Fee and Processing Fee
- State Licensing Fee



- License by Endorsement to the extent requested by the nurse (but the Companies have never and will never *require* a nurse to seek License by Endorsement; this is only for nurses who *request* to be placed in a state different from where they are currently licensed)
  - Premium Processing Fee to the extent requested by the nurse (but the Companies have never and will never *require* a nurse to request Premium Processing; further, the Companies will add language to the Opt-In/Opt-Out Form stating that the Premium Processing fee does not guarantee that the government will process or approve the application by a date-certain).
  - Upon selection by the nurse, either (1) cash advance for rent and living expenses; or (2) actual costs paid to a third party on the nurse's behalf for rent and living expenses
  - Immigration filing-related costs (only applicable to costs for immigration statuses that provide permanent status)
3. Notwithstanding the foregoing, ACS will ***not*** be able to recover costs for the following as Actual Direct Costs from current or future nurses:
- Asylum program fee
  - Transport to Airport
  - Concierge Services
  - License by Endorsement if not requested by the nurse
  - Premium Processing fee if not requested by the nurse
  - Any costs prohibited by 20 C.F.R. § 656.12 are not recoverable; provided, however, that the parties agree that the costs identified in Section 2 (above) are not prohibited by 20 C.F.R. § 656.12.
4. The burden of proof as to the amount of Direct Costs, and their benefit to the employee, would be on the Company.
5. ACS will not seek to recoup any Direct Costs not disclosed in advance to the nurse prior to commencing employment and prior to advancing those costs. All nurses will have the option to elect which Direct Costs they wish ACS to advance prior to signing their contract with ACS and then will have the option to decline any advance before ACS expends it. The parties will negotiate the details of relevant disclosure forms.

6. This forward-looking relief does not absolve ACS of complying with relevant laws, including the trafficking laws, and nothing in this relief is intended to suggest that any individual nurse recruited by or employed by ACS in the future may not experience coercion rising to the level of “serious harm” depending on the nurse’s particular circumstances and working conditions.
  7. In the event a nurse resigns before the end of the contract term, ACS will provide nurse an itemized copy of the Actual Direct Costs it and (if pro-ration applies) the pro-rated amount it seeks to collect.
  8. ACS and nurse will attempt to reach agreement on the amount, which may be a lower amount than the amount ACS initially seeks to recover. Nurses will be given an opportunity to have a representative of their choosing (at the nurse’s own cost) and a meaningful opportunity to choose a representative (at the nurse’s own cost) prior to discussion of payment amounts. *See* Section III(A)(3).
  9. ACS will offer nurses who resign without Good Reason a payment plan as discussed below.
- G. ACS will also include the following protections in its contracts, and will provide Current Employee Class Members notice that their contracts have been amended accordingly to include these terms:
1. No repayment in event of long-term disability (as defined in the Company’s then-operative long-term disability plan) or death
  2. No repayment if the employee is terminated without cause
  3. No repayment if the employee resigns for “Good Reason.” Good Reason includes:
    - A demonstrated long-term (i.e., more than six months) need to care for a family member with a serious illness or a mandatory relocation for a spouse’s job (though, if ACS offers the nurse a job in the relocated location, it shall not be “good reason”).
    - ACS materially breaches contract.
    - Nurse demonstrates a good faith reasonable belief that they were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety, after nurse provides notice of breach (to the extent notice and cure is practicable) and ACS fails to cure the breach within 10 business days.
    - Nurse demonstrates a good faith and reasonable belief that their placement violates the NYLL, including as to mandatory overtime, day of rest, and meal

breaks, after nurse provides notice of breach (to the extent notice and cure is practicable) and ACS fails to cure the breach within 10 business days.

- Nurse demonstrates a good faith and reasonable belief that they are subject to illegal discrimination after nurse provides notice of breach (to the extent notice and cure is practicable) and ACS fails to cure the breach within 10 business days.
  - Hospital/ACS failure to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after nurse provides notice of breach (to the extent notice and cure is practicable) and ACS fails to cure the breach within 10 business days.
4. If there is a dispute as to whether a nurse has resigned with Good Reason, the Mediator shall provide the parties the Mediator's view on whether Good Reason exists. That view shall not be preclusive or admissible for any reason in litigation. Absent agreement to adopt the Mediator's view, the nurse will have no payment obligation until a judicial determination is made regarding whether the nurse resigned with Good Reason.

H. ACS will agree to pro-ratio on amounts owed on the following terms:

1. For Current Employee Class Members and nurses who begin working for Defendants in New York State after the date that this Term Sheet is executed, proration will start after 900 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked. By way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 750 hours worked, then the Nurse's repayment obligation shall be \$5,000. Also, by way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 1,050 hours worked, then the Nurse's repayment obligation shall be \$5,000 less \$138.88 (which represents 1/36th of \$5,000).
2. For nurses who begin working for Defendants outside of New York State after the date that this Term Sheet is executed, proration will start after 1,800 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked. By way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the nurse resigns without Good Reason after 1,795 hours worked, then the Nurse's repayment obligation shall be \$5,000. Also, by way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 1,970 hours worked, then the Nurse's repayment obligation shall be \$5,000 less \$138.88 (which represents 1/36th of \$5,000).

I. ACS will agree to allow payment plans for all nurses who come to owe Actual Direct Costs, as follows:

1. 50% of Actual Direct Costs are to be paid upon termination of employment (or within 30 days thereafter); and
  2. the remaining 50% to be paid within 150 days after termination of employment.
- J. For the avoidance of doubt, the cap referenced above will not apply to contracts entered with nurses who are not employed by the Companies as of the date this Term Sheet is signed, except as provided for in the AOD with the NY AOG (attached here as Exhibit A).
- K. ACS agrees not to include arbitration requirements in any contract with a nurse and not to bring any action against a nurse in arbitrations.
- L. ACS will agree to limit contract terms to 5,460 hours, inclusive of hours actually worked by nurses, including overtime hours.

#### **IV. Additional Terms, and NYAG, USDOL Settlements**

- A. Non-admission of liability/wrongdoing in the private plaintiffs' settlement.
- B. Mutual Releases between the Named Plaintiffs and ACS.
- C. Terms of any media/public statements to be discussed between ACS and private plaintiffs. (As previously discussed, USDOL and OAG cannot make any agreement regarding press.)
- D. USDOL and OAG would not be parties to the private settlement. Instead:
1. NYAG and Defendants would enter into an Assurance of Discontinuance, the terms of which are attached hereto as Exhibit A.
  2. USDOL and Defendants would enter a Consent Judgment, to be submitted to Judge Morrison for review and approval pursuant to the deferential, "fair and reasonable" standard for judicial approval of consent judgments involving federal enforcement agencies. *E.g., SEC v. Citigroup Global Markets, Inc.*, 752 F.3d 285, 294 (2d Cir. 2014). The Consent Judgment would include the following terms, in addition to other language that USDOL requires in FLSA Consent Judgments (which the parties can continue to discuss in further detail as negotiations may progress), and any other language that the parties may negotiate:
    - Except as expressly agreed otherwise between USDOL and Defendants, the Consent Judgment would not include any other terms negotiated in the other pending cases or the NYAG's investigation.

The three named Defendants who will be parties to and bound by the Consent Judgment are ACS, PCS, and Klein. In addition, consistent with Rule 65(d), the Consent Judgment will contain language memorializing that the injunctive relief binds any of Defendants'

officers, employees, agents, and any persons in active concert or participation, to the extent they have received notice of the injunctive terms.

- USDOL would not recover any money in the Consent Judgment. Instead, USDOL would deem the \$663,668.66 recovered by NY OAG in the AOD to also satisfy the full amount of back wages and liquidated damages due to Defendants' former employees under the Fair Labor Standards Act, with respect to the FLSA claims litigated in this case (i.e., with respect to all the claims litigated in USDOL's case). The Consent Judgment will set forth the employees' names and the per-employee amounts allocated, which USDOL will calculate in its sole discretion. USDOL intends to allocate back wages and liquidated damages to all former employees whom Defendants' settlement production indicate have repaid amounts to Defendants, within the statute of limitations of USDOL's case (at the time of this term sheet, 71 people).
- As noted above, Defendants will have paid \$663,668.66 to NYAG in one lump sum within 30 days of Defendants and NYAG's execution of the AOD.
- USDOL will deem Defendants' payment to OAG as satisfying in full Defendants' payment obligation under USDOL's Consent Judgment, and OAG's subsequent distribution of the per-employee amounts (in amounts of individual restitution expected to be greater than the FLSA amounts due in USDOL's case), as distribution of the back wages and liquidated damages allocated as due in this Consent Judgment.
- The Consent Judgment will not permit reversion to Defendants of any funds Defendants pay to OAG. *See* 29 U.S.C. § 216(c).
- The Consent Judgment would contain the following language: "Neither the commencement of this action nor the provisions of this Consent Judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees of Defendants not listed on Exhibit A of this Consent Judgment, be they current or former employees, to file any action against Defendants under Section 16(b) of the Act or likewise for any current or former employee listed on Exhibit A of this Consent Judgment to file any action against a Defendant under Section 16(b) of the Act for any violations alleged to have occurred before March 21, 2021 or after April 22, 2025. At Defendants' request, the Consent Judgment would also contain the following language: "The parties understand and agree that pursuant to Section 16(c) of the Act, this action by the Secretary has terminated the rights of the employees listed in Exhibit A of this Consent Judgment to bring any action against Defendants under Section 16(b) of the Act for violations of the Act alleged to have occurred from March 21, 2021 to April 22, 2025."
- Prospective injunction generally requiring compliance with the FLSA, including compliance with FLSA Sections 6, 7, 11(a), 11(c), 15(a)(2), 15(a)(3), and 15(a)(5), including prohibiting violations of the minimum wage, overtime pay, and recordkeeping requirements, prohibiting retaliation, and prohibiting kickbacks to Defendants of funds distributed per the Consent Judgment, with any other language or terms of this injunction as the parties may further negotiate.

- Prohibitory injunction, tailored to the Department's claims in this litigation, that Defendants shall be prohibited from seeking recovery from any workers, of Defendants' overhead, lost/future/anticipated profits, the costs of recruiting or hiring a replacement, the indirect upfront costs of having recruited or hired the worker, and costs of collection (including attorneys' fees, arbitration costs, and interest allegedly accrued through the date of an employee's alleged breach)) of any prohibited amounts. This includes non-enforcement of any provisions of current contracts purporting to permit Defendants to recover such amounts, and notice to affected employees that they are being released from such provisions to the extent that the provisions purport to permit Defendants to recover such amounts. For the avoidance of doubt that, the notice will state the affected employee is not being released from provisions of current contracts that purport to permit Defendants to recover Actual Direct Costs. Specific language to be negotiated as part of the full Consent Judgment.
- Defendants will train their office staff and supervisory employees on the terms of the Consent Judgment including the prohibition on recovery of certain costs from employees, with specific details/language to be negotiated as part of the full Consent Judgment.
- Defendants would specify in all future contracts (*i.e.*, that post-date entry of the Consent Judgment) with their clients that compliance with applicable laws includes a requirement to comply with any investigation conducted by USDOL relating to Defendants' employees, including freely interviewing Defendants' employees working at the client's facilities, timely providing documents upon request, and prohibiting retaliation. (As previously discussed, USDOL will not require that Defendants terminate contracts with clients in the event of specific triggers, beyond any existing provisions in Defendants' contracts that may provide for termination in the event of breach.)
- Defendants will designate a compliance officer with sufficient experience/authority, whose duties would include promptly addressing employee concerns of wage/safety issues, and clear procedures for employees to report such concerns (including free from retaliation). Further details to be negotiated.
- For three years from the date of the Consent Judgment, Defendants will make period reports to USDOL on the amounts collected from employees for employees' asserted breach of contract, the basis for collecting those amounts, and the procedures used to collect, with specific details/language to be negotiated as part of the full Consent Judgment.
- Court to retain jurisdiction to enforce the Consent Judgment.
- As previously discussed and except as set forth below, USDOL will not require admission language (except as specifically set forth below), and the parties will negotiate a mutually agreeable description of the parties' positions as to the claims (which, if the parties agree, could include silence). USDOL reiterates that it cannot agree to non-admission language. USDOL will require admission language only as follows, consistent with certain of Defendants' binding admissions in their answer:

- Defendant Klein will admit that during the relevant time period he was an employer, within the meaning of 29 USC 203(d), of ACS's and PCS's employees. (Consistent with Defendants' Answer, paragraphs 30, 45).
- Defendants ACS and PCS will admit that during the relevant time period they were each an enterprise under 29 USC 203(r) and 203(s) and that the Act's provisions applied to Defendants ACS and PCS. (Consistent with Defendants' Answer, paragraphs including 48-50, 55, 57-59, 63).
- USDOL will not negotiate with Defendants in any way regarding press, including but not limited to any wording in any Department press release or media comment.

*Benjamin Jacobs*

06/11/2025

Counsel for all Defendants

Date

*Anna Prakash*

06/11/2025

Counsel for Vidal/Miclat  
and putative class

Date

*Alexander M. Kondo*

06/11/2025

On behalf of DOL

Date

**EXHIBIT A**



PEOPLE OF THE STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL  
LABOR BUREAU

---

IN THE MATTER OF THE INVESTIGATION  
OF LETITIA JAMES, ATTORNEY GENERAL  
OF THE STATE OF NEW YORK

ASSURANCE OF  
DISCONTINUANCE

OF

AOD No. 25-025

ADVANCED CARE STAFFING, LLC,  
PRIORITY CARE STAFFING, LLC, and  
SAMUEL KLEIN.

---

The Office of the Attorney General of the State of New York (“OAG”) has investigated ADVANCED CARE STAFFING, LLC (“ACS”), PRIORITY CARE STAFFING, LLC (“PCS”), and SAMUEL KLEIN, in his capacity as Chief Executive Officer of both ACS and PCS (collectively referred to herein as the “Respondents”) pursuant to New York Executive Law § 63(12).

The OAG examined whether Respondents’ employment contracts and enforcement of a provision mandating foreign-recruited nurses to pay a substantial penalty upon failure to fulfill a two-or three-year employment commitment is a violation of the Trafficking Victims Protection Act (“TVPA”) § 1589, New York contract law, and New York Executive Law § 63(12). This investigation is referred to herein as the “OAG Investigation.” As used herein, the term “Nurse” refers only to foreign nurses who live(d) or work(ed) in New York during their employment with Respondents.

This Assurance of Discontinuance (“AOD”) contains the OAG’s findings in connection with the OAG Investigation and the relief agreed to by the OAG and the Respondents (collectively,

the “Parties”). The restitution agreed to in connection with the OAG Investigation will be paid by Respondents in accordance with Paragraph 41, below.

The matters at issue in the OAG Investigation are also included as overlapping claims in *Vidal v. Advanced Care Staffing, LLC*, 22-cv-5535 (NRM)(MMH) (E.D.N.Y.) (the “Vidal Litigation”), *Miclat v. Advanced Care Staffing, LLC, et al.*, 23-cv-5296 (NRM)(MMH) (E.D.N.Y.) (the “Miclat litigation”), and the U.S. Department of Labor’s (“USDOL”) litigation against Respondents, *Su v. Advanced Care Staffing, LLC, et al.*, 23-cv-2119 (NRM) (MMH) (E.D.N.Y.) (the “USDOL litigation”). The OAG and the parties to the Vidal, Miclat and USDOL litigation participated in global settlement discussions and agreed, that Respondents will pay \$663,668.66 to the OAG as described in Paragraph 41 below in addition to the injunctive relief described in Paragraphs 18 through 40 below. The \$663,668.66 will be distributed to Nurses who paid fees to Respondents in connection with termination of employment through the execution date of this AOD (the “Effective Date”). The parties anticipate that USDOL’s litigation will be resolved through a Consent Judgment, which will set forth the settlement terms of that litigation. The USDOL will deem the \$663,668.66 paid to the OAG to satisfy in full Respondents’ payment obligations under that Consent Judgment. The Vidal and Miclat litigation will recover an additional amount and seek approval of their settlement.

## **OAG’S FINDINGS**

### **Introduction and Background**

1. Advanced Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Advanced Care Staffing has its principal place of

business located at 1000 Gates Avenue, 5<sup>th</sup> Floor Brooklyn, NY 11221. Advanced Care Staffing is an employer within the meaning of the New York Labor Law (“NYLL”).

2. Priority Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Priority Care Staffing has its principal place of business located at 241 W 37th St Suite 1001, New York, NY 10018. Priority Care Staffing is an employer within the meaning of the New York Labor Law (“NYLL”).

3. Samuel Klein is Chief Executive Officer of Advanced Care Staffing and Priority Care Staffing. He has held the position since at least 2017 and was involved in the hiring, firing, and supervision of employees, as well as setting the employees’ rates of pay.

4. Respondents employ foreign nurses and place nurses at nursing home and long-term care facilities. Respondents contract with health care facilities to provide them with staffing while remaining the direct employer of the nurses placed at client facilities.

5. The OAG commenced its investigation in July 2023. It covers the time period of July 26, 2013 through May 28, 2025 (the “Relevant Period”). During the Relevant Period, Respondents recruited nurses from abroad and offered to sponsor nurses for visas leading to permanent residence in the U.S. Under these arrangements, Respondents covered (among other things) the costs associated with the nurses’ immigration processes and applications and travel to the United States.

#### **Practices Related to Employment Contracts with Foreign Nurses**

6. The TVPA § 1589 prohibits providing or obtaining the labor or services of a person by using: force, threats of force, physical restraint, or threats of physical restraint; serious harm or threats of serious harm; the abuse or threatened abuse of law or legal process; or, any scheme, plan,

or pattern intended to cause the person to believe that, if that person did not perform such labor or services, that person would suffer serious harm or physical restraint. 18 U.S.C. § 1589(a).

7. Based on its investigation of Respondents, the OAG concluded that Respondents violated the TVPA and Executive Law § 63(12), insofar as Nurses recruited by Respondents experienced sufficiently serious actual or threatened financial harm by virtue of their contracts with Respondents.

8. Specifically, between 2019 and 2022, Respondents provided employment contracts to foreign nurse recruits that included a mandatory repayment provision, which obligated a Nurse to pay \$20,000 if they resigned (unless ACS failed to complete the immigration sponsorship or if ACS failed to pay wages in accordance with federal and state law) or were fired for cause before the end of their two (2) or three (3) year contract terms.

9. Between 2022 and the present, Respondents amended their existing contract to no longer contain a specific dollar amount penalty provision but the contract still imposed on Nurses who resigned (unless ACS failed to complete the immigration sponsorship or if ACS failed to pay wages in accordance with federal and state law) or were fired for cause before the end of the contractual term damages of an unknown magnitude and lost profits. The contract required disputes to be arbitrated, required nurses to pay fees to participate in arbitration, and contained a “loser pays” provision, which held nurses responsible for attorney’s fees and arbitrator’s fees in the event they were found liable for termination damages in arbitration.

10. Respondents used the amended version of the contract with new hires. Respondents effectively continued to enforce the \$20,000 penalty by sending letters and emails indicating that they would seek at least as much in arbitration if the nurses did not reconsider their resignation.

11. Samuel Klein is individually liable for the violations given his role in the hiring, firing, and supervision of employees and his role in setting employees' rates of pay.

12. To resolve the OAG's investigation without the necessity of prolonged and expensive litigation and in exchange for the consideration provided herein, Respondents have agreed to enter into this AOD. As regards the allegations in Paragraphs 7 through 11, the OAG, ACS, PCS, and Samuel Klein acknowledge and agree that this AOD does not constitute an adjudication by a Court, agency, or any other adjudicatory body.

13. Based on the foregoing, the Attorney General has concluded that Respondents engaged in persistent and repeated illegality in violation of Executive Law § 63(12) and the Trafficking Victims Protection Act ("TVPA") § 1589, insofar as Nurses recruited by Respondents experienced sufficiently serious actual or threatened financial harm by virtue of their contracts with Respondents.

14. The OAG finds the relief and agreements contained in this AOD appropriate and in the public interest. THEREFORE, the OAG is willing to accept this AOD pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Executive Law § 63(12) based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

### **RELIEF**

#### **Entities Bound By the AOD**

15. This AOD binds Samuel Klein, individually, Advanced Care Staffing, and Priority Care Staffing, their successors and assigns as well as (in their capacities as agents and/or owners of Respondents) their principals, directors, beneficial owners, officers, and shareholders.

#### **Compliance with TVPA and Other Laws Governing Employment Practices**

16. Respondents hereby acknowledge that they understand and will comply with all applicable federal, state, and local laws, including but not limited to the TVPA and the NYLL. Respondents agree and acknowledge that any violation of such laws is a violation of this AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in Paragraph 14, in addition to any other appropriate investigation, action, or proceeding.

17. Respondents agree to comply with all provisions of NYLL § 167 and will make any related records available to the OAG upon reasonable request, including but not limited to notice to employees of the restrictions on consecutive hours of work for nurses and full access to the contact information of their employees to reach them through mail, telephone, or electronic means.

#### **Programmatic Relief**

18. Respondents will begin to implement the relief described in Paragraphs 19 to 40 *infra* within 30 days of the full execution of this AOD (the “Effective Date”), unless otherwise specified.

19. Respondents will remove from the current employment contract and will not include in any future employment contracts with Nurses:

- a. The arbitration provision, including any requirement for Nurses to participate in arbitration proceedings to determine the amount of damages owed to Respondent due to breach of contract, any requirement for Nurses to pay Respondent’s attorneys’ fees in an arbitration proceedings, and any requirement for Nurses to pay arbitration fees.
- b. The provision enabling Respondents to recover lost profits from a breach of contract with Nurses.

- c. The provisions from its contracts prohibiting Nurses from working for a competitor after the Nurse ceases employment with Respondents.
- d. Any provision that has the same or similar intent or meaning as the prohibited terms set forth in subsections 19(a) through 19(c), above; provided, however, that a contract with a current or future Nurse that is consistent with Paragraphs 29-32 shall not need be deemed to violate this Paragraph 19.

20. Respondents will include in future agreements with Nurses a clear, easy-to-understand Exhibit that (a) informs the Nurse of the cost of each benefit being offered (and, in the event of an airplane ticket, which may have a variable expense associated, the Nurse will be informed of the actual cost of the flight before it is booked on the Nurse's behalf), (b) states that the Respondents may (in the event of a breach) seek to recover the costs of the benefits, and (c) offers a simple OPT-IN or OPT-OUT option (e.g., via checkboxes) of each of those expenses. In no circumstance will a Nurse be required to have the Respondent incur any of the enumerated expenses on the Nurse's behalf. Respondents will submit the proposed Exhibit to the OAG within 30 days of the Effective Date. OAG will promptly review the policies in good faith and approval will not unreasonably be denied. Within 60 days of receipt of the proposed Exhibit, OAG will discuss with Respondents any changes to the proposed policies, and the OAG and Respondents will work in good faith to resolve any disputes around such changes.

21. If Respondents contend that a Nurse has without Good Reason terminated their employment before the end of the stated contract term, the Respondents will offer to the Nurse:

- a. An opportunity for informal mediation before a third-party mediator to be selected by agreement of the parties and, if no agreement is reached, pursuant to the then-existing employment arbitration rules with the Respondent's mediation company

of choice. The mediator's fees will be paid by the Respondents and shall not be reallocated to the Nurses.

- b. Nurses will be informed that they have the right to and will have the right to bring a representative of their choosing to any discussion with the Respondents or mediator regarding breach of contract or payment for the same. If the Nurse chooses not to bring a representative, they must acknowledge in writing (which may be electronic) that they have the right to a representative but are choosing not to have one (or, if the Nurse does not so acknowledge, Respondents must retain a copy of the email in which Respondents informed the Nurse of this option and requested the Nurse's acknowledgement). Notice will be provided at least 14 days in advance of any such meeting or mediation so that the Nurse will have a meaningful opportunity to choose a representative. Respondents will submit a proposed notice of rights to the OAG within 30 days of the Effective Date. OAG will promptly review the policies in good faith and approval will not unreasonably be denied. Within 60 days of receipt of the proposed notice of rights, OAG will discuss with Respondents any changes to the proposed notice of rights, and the OAG and Respondents will work in good faith to resolve any disputes around such changes. For the avoidance of doubt, each party to the mediation will bear the fees and costs of the representative (if any) that they bring to the mediation.
22. Respondents will designate a compliance officer and clear procedures for employees to report concerns.
23. Respondents will engage a community-based organization to provide periodic trainings to employees on their rights under the law and under the agreement.



24. Respondents will train their office staff and supervisory employees on the changes to terms of Respondents' employment contract terms pursuant to Paragraphs 19 to 21 and 29 to 39.

25. Respondents will provide notice to currently employed Nurses regarding the changes to Respondents' employment contract terms pursuant to Paragraphs 19 to 21 and 29 to 39, within 30 days of the Effective Date, and will make signed acknowledgements (which may be in electronic form) available to the OAG within 60 days of the Effective Date. If the Nurse does not sign the acknowledgement, Respondents must retain a copy of the email in which Respondents informed the Nurse of this option and requested the Nurse's acknowledgement. Respondents will submit a proposed notice to the OAG within 30 days of the Effective Date. OAG will promptly review the policies in good faith and approval will not unreasonably be denied. Within 60 days of receipt of the proposed notice, OAG will discuss with Respondents any changes to the proposed notice, and the OAG and Respondents will work in good faith to resolve any disputes around such changes.

26. Respondents will entirely forgive the debt of Nurses formerly employed by Respondents who, as of the Effective Date, Respondents contend owe money in connection with leaving before completing their contractual period.

27. Respondents will provide a complete and up-to-date list of all Nurses who have paid fees to Respondents following termination of employment with Respondents during the Relevant Period. Samuel Klein will provide the OAG with the Affirmation attached hereto as Exhibit 1. Respondents will submit the list of formerly employed Nurses and Samuel Klein's affirmation to the OAG within 30 days of the Effective Date.

28. As to those Nurses who, as of the Effective Date, are current employees, Respondents will only be able to collect agreed upon Actual Direct Costs absent resignation for Good Reason. *See infra*, Paragraph 36(c). Currently employed Nurses will also receive all post-hire non-monetary relief provided in Paragraphs 19 to 25 and 29 to 39.

29. Respondents will make an express statement in their contracts and notices of contract amendments that Respondents will not be entitled to and will not pursue the following categories of damages with respect to any current, former, or future employee Nurse:

- a. Lost Profits or overhead costs
- b. Attorneys' Fees and Costs, or other costs of collection or interest
- c. Costs of hiring a replacement or upfront indirect costs of having recruited or hired the worker (other than as specified in Paragraphs 31 to 32).

30. Respondents' contract will state that, except for resignations for Good Reason (defined below) the Nurse's repayment obligations will be Actual Direct Costs.

31. Actual Direct Costs shall mean documented expenses that (1) the Respondents have actually incurred and paid to a third party, and (2) are primarily for the benefit of the worker and not primarily for the Company's benefit. Actual Direct Costs will be limited to the following categories, subject to an overall Cap of \$5,000, increased annually by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJ-PA metro area:

- a. One-way airfare to the United States;
- b. National Council Licensure Examination ("NCLEX") Exam Fee and Processing Fee;

- c. English Exam Fee and Processing Fee;
  - d. State Nurse Licensing Fee;
  - e. Nursing License by Endorsement to the extent requested by the Nurse. Respondents will never require a Nurse to seek License by Endorsement; this is applicable only to Nurses who request to be placed in a state different from where they are currently licensed;
  - f. Premium Processing Fee for Immigrant Petition for Alien Worker, to the extent requested by the Nurse. Respondents have never and will never require a Nurse to request Premium Processing; further, Respondents will add language to the Opt-In/Opt-Out Form stating that the Premium Processing fee does not guarantee that the United States government will process or approve their immigration application by a date-certain);
  - g. Upon selection by the Nurse, either (1) cash advance for rent and living expenses; or (2) actual costs paid to a third party on the Nurse's behalf for rent and living expenses;
  - h. Immigration filing-related costs (only applicable to costs for immigration statuses that provide United States lawful permanent resident status);
32. Notwithstanding the foregoing, Respondents will not be able to recover costs for the following as Actual Direct Costs from current or future employee Nurse:
- a. Asylum program fee for Immigrant Petition for Alien Workers;
  - b. Transportation to or from the Airport, including cabs and car services;
  - c. Respondents' Concierge Services, including monthly fees for assistance from Advanced Care Staffing or Priority Care Staffing Staff with completing paperwork,

providing information and resources for moving, and providing information to assist Nurses with transition to New York and the United States;

- d. Nursing License by Endorsement, if not requested by the Nurse;
- e. Premium Processing fee for Immigrant Petition for Alien Worker, if not requested by the Nurse; and
- f. Any costs prohibited by 20 C.F.R. § 656.12.

33. The burden of proof as to the amount of Actual Direct Costs, and their benefit to the employee Nurse, will be on Respondents.

34. Respondents will not seek to recoup any Actual Direct Costs not disclosed in advance to the Nurse prior to commencing employment and prior to advancing those costs. All Nurses will have the option to elect which Actual Direct Costs they wish Respondents to advance prior to signing their employment contract and then will have the option to decline any advance before Respondents expend it.

35. In the event a Nurse resigns before the end of the contract term, Respondents will provide the Nurse an itemized copy of the Actual Direct Costs they seek to collect. Respondents and the Nurse will attempt to reach agreement on the amount, which may be a lower amount than the amount Respondents initially seek to recover. The Nurse will be given an opportunity to have a representative of their choosing and a meaningful opportunity to choose a representative prior to discussion of payment amounts. *See* Paragraph 21(b).

36. Respondents will also include the following protections in their contracts with future Nurses and will provide current Nurses with notice that their contracts have been amended accordingly to include these terms (*see* Paragraph 25):

- a. No repayment in event of long-term disability (as defined in Respondents' then-existing long-term disability plan) or death;
- b. No repayment if the Nurse is terminated without cause;
- c. No repayment if the Nurse resigns for "Good Reason." Good Reason includes:
  - i. A demonstrated long-term (i.e., more than six months) need to need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Respondents offer the Nurse a job in the relocated location, it shall not be "good reason");
  - ii. Respondents materially breach contract after the Nurse provides notice of breach and Respondents fail to cure the breach within 10 business days;
  - iii. Nurse demonstrates a good faith reasonable belief that they were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety, after Nurse provides notice of breach (to the extent notice and cure is practicable) and Respondents fail to cure the breach within 10 business days.
  - iv. Nurse demonstrates a good faith and reasonable belief that their placement violates the NYLL, including as to mandatory overtime, day of rest, and meal breaks, after the Nurse provides notice of breach (to the extent notice and cure is practicable) and Respondents fail to cure the breach within 10 business days;
  - v. Nurse demonstrates a good faith and reasonable belief that they are subject to illegal discrimination after Nurse provides notice of breach (to the extent

notice and cure is practicable) and Respondents fail to cure the breach within 10 business days;

- vi. Respondents or client facility fail to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after Nurse provides notice of breach (to the extent notice and cure is practicable) and Respondents fail to cure the breach within 10 business days;

- d. If there is a dispute as to whether a Nurse has resigned with Good Reason, the mediator shall provide the parties the Mediator's view on whether Good Reasons exists. That view shall not be preclusive or admissible for any reason in litigation. Absent agreement to adopt the Mediator's view, the Nurse will have no payment obligation until a judicial determination is made regarding whether the Nurse resigned with Good Reason.

37. Respondents will agree to pro-ration on amounts owed by employee Nurses, with proration to start after 900 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked. By way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 750 hours worked, then the Nurse's repayment obligation shall be \$5,000. Also, by way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 1,050 hours worked, then the Nurse's repayment obligation shall be \$5,000 less \$138.88 (which represents 1/36th of \$5,000).

38. Respondents will agree to allow Nurses to pay Actual Direct Costs on Payment plans as follows:

- a. 50% of advanced costs are to be paid upon termination of employment (or within 30 days thereafter); and
  - b. The remaining 50% to be paid within 150 days after the termination of employment.
39. Respondents will agree to limit contract terms to 5,460 hours worked, inclusive of hours actually worked by Nurses, including overtime hours.
40. This forward-looking relief does not absolve Respondents of complying with relevant laws, including the anti-trafficking laws, and nothing in this programmatic relief is intended to suggest that any individual Nurse recruited by or employed by Respondents in the future may not experience coercion rising to the level of “serious harm” depending on the Nurse’s particular circumstances and working conditions.

#### **Monetary Payment**

41. Respondents agree to pay \$663,668.66 (Six Hundred Fifty-Three Thousand and One Hundred and Sixty-Eight Dollars and Sixty-Six Cents) in resolution of the OAG Investigation, which will be paid directly to the OAG within thirty (30) days of the date of the execution of the AOD (Effective Date”). The Monetary Payment will be used for distribution as restitution to current and former employee nurses for violations of the TVPA for the time period December 1, 2019, through Effective Date. The parties anticipate that USDOL’s litigation will be resolved through a Consent Judgment, which will set forth the settlement terms of that litigation. The USDOL will deem the \$663,668.66 paid to the OAG to satisfy the full amount of damages due to nurses related to the USDOL litigation.

42. Payments shall be made by wire transfer, attorney check, corporate or certified check, or bank draft, which shall be made payable to the “State of New York” and shall reference AOD No. 25-025. Payment shall be addressed to the attention of:

Erika E. Vera Livas  
Assistant Attorney General  
Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005  
Erika.VeraLivas@ag.ny.gov

The payment and all correspondence related to this AOD must reference “AOD No. 25-025.”

43. The OAG has the sole discretion to determine which nurses shall be eligible for restitution and to determine such amount of such restitution. No amount shall revert to Respondents.

44. Respondents agree to provide reasonable cooperation necessary to locate and contact current and former employee nurses who may be eligible for a restitution, including providing for each worker their last known address, last known telephone number, last-known email address, social security number, preferred language, last-known bank routing number, and last-known bank account number. Respondents will also provide to current employees any information related to the factual details of the AOD as OAG may request.

### **Monitoring and Oversight**

45. Respondents will implement the relief described in Paragraphs 46 to 49, for three years from the Effective Date.

46. Periodic Compliance Reports: Advanced Care Staffing and Priority Care Staffing shall provide to the OAG a report detailing their compliance with the requirements set forth in this AOD, Paragraphs 18 to 39 (Programmatic Relief) within six months of the Effective Date. This report shall be in writing and shall set forth in detail the manner and form of compliance with this AOD and shall be signed by Advanced Care Staffing and Priority Care Staffing.



47. Thereafter, a report of compliance shall be submitted to the OAG every six months for three years from the Effective Date. Along with each six-month report, Advanced Care Staffing and Priority Care Staffing shall submit the following supporting documents to the OAG:

- a. A report that includes any amounts collected from Nurses following termination of employment, the basis for collecting those amounts, and the procedures used to collect from Nurses for the previous six months;
- b. A report that includes any complaints made by Nurses through the formal reporting channel set forth in Paragraph 22 regarding Respondents' failure to comply with any term of the Programmatic Relief section of this AOD (Paragraphs 18-40).
- c. A report that includes any complaints made by Nurses through the formal reporting channel set forth in Paragraph 22 regarding any matter besides those covered by the Programmatic Relief section of this AOD, including any complaints of workplace violations of health and safety rules or otherwise significant workplace threats to health or safety, including patient safety; violations of the NYLL, including as to mandatory overtime, day of rest, and meal breaks; illegal discrimination; or Respondents' or client facilities' failure to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave
- d. A report that includes any complaints made by Nurses regarding denials of a Nurse's request to terminate their contract without payment due to a family member's serious illness or a spouse's mandatory relocation for work (and Respondents not offering an alternative job in the relocated location) during the previous six months;

- e. A report that includes any complaints made by Nurses regarding alleged material breaches of the employment contract (after the required notice and cure period) made by Respondents during the previous six months;

48. Periodic Certification of Compliance: Advanced Care Staffing and Priority Care Staffing shall provide the OAG with a certification affirming its compliance with the requirements set forth in Paragraphs 18 to 40 (Programmatic Relief) within six months of the Effective Date. This certification shall be in writing and signed by Advanced Care Staffing and Priority Care Staffing. Thereafter, a certification of compliance shall be submitted to the OAG every six months at the same time as the periodic reports described in paragraphs 46 and 47, for three years from the Effective Date.

49. Compliance Reports or Certification of Compliance on Demand: At any time for three years from the Effective Date, upon 30 days' written notice from the OAG, Advanced Care Staffing and Priority Care Staffing shall provide the OAG with a compliance report or certification affirming their compliance with the requirements set forth in this AOD, Paragraphs 18 to 40 (Programmatic Relief).

50. Advanced Care Staffing and Priority Care Staffing expressly agree and acknowledge that a default in the performance of any obligation under this AOD is a violation of the AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in Paragraph 14, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the AOD has been violated shall constitute prima facie proof of the statutory violations described in Paragraph 13 pursuant to Executive Law § 63(15). Notwithstanding the foregoing, upon any default in the performance of any obligation, the OAG shall give Advanced Care Staffing and/or Priority Care Staffing written notice of such default via first class mail and e-

mail, which shall be effective three days from the mailing of first class mail, after which Advanced Care Staffing and/or Priority Care Staffing shall have 15 days to cure such default.

**No Retaliation**

51. Respondents agree that they shall comply with NYLL §§ 215 and 740 and shall not in any manner discriminate or retaliate against any of their employees, including but not limited to employees or former employees who cooperated or are perceived to have cooperated with the OAG's investigation of this matter. Respondents agree not to discharge, refuse to hire, or take any adverse action against any of these employees except for legitimate, non-discriminatory reasons unrelated to the OAG Investigation or to any past, present, or future participation in any activities involving the exercise of their legal rights under the TVPA, the NYLL, and New York contract law.

**Ongoing Cooperation**

52. Respondents agree to cooperate with all reasonable ongoing requests by the OAG for information related to this investigation and to ensure compliance with this AOD. Respondents also agree to cooperate fully and truthfully with the OAG's investigations of individuals and entities that are not a party to this AOD. Upon reasonable notice, Respondents shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Respondents further agree to furnish to the OAG, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of its practices relating to contract provisions and the collection of termination fees from Nurses described in Paragraphs 8

to 9 that they have undertaken, or that have been performed by another on their behalf. Respondents agree that the OAG shall have full access to the contact information of their employees to reach them through mail, telephone, or electronic means.

**Penalty for Non-Compliance**

53. If an OAG inspection shows a material violation (after the notice and cure provision below) of Paragraphs 18 to 40 (Programmatic Relief) of this AOD, Respondents agree to pay \$20,000 in liquidated damages for each category of violation, separate and apart from any other penalty or damages associated with the violation, provided that prior to any assessment of liquidated damages, the OAG provides written notice of such violation via first class mail and e-mail at the address provided in Paragraph 67, effective the date e-mail notice is sent, after which Respondents shall have 15 days to cure the violation.

**MISCELLANEOUS**

**Representations and Warranties**

54. The OAG has agreed to the terms of this AOD based on, among other things, the representations made to the OAG by Respondents and the OAG's own factual investigation as set forth in Paragraphs 1 through 11, above. Respondents represent and warrant that neither they nor their counsel have made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondent or their counsel are later found to be inaccurate or misleading, this AOD is voidable by the OAG in its sole discretion.

55. No representation, inducement, promise, understanding, condition, or warranty not set forth in this AOD have been made or relied upon by Respondents in agreeing to this AOD.

56. Respondents represent and warrant, through the signatures below, that the terms and conditions of this AOD are duly approved and execution of this AOD is duly authorized.

**Effects of AOD**

57. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this AOD shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all provisions of this AOD to be performed by Respondents.

**Subsequent Proceedings**

58. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this AOD, for violations of the AOD (after the notice and cure process set forth in Paragraph 50), or if the AOD is voided pursuant to Paragraph 54, and agree and acknowledge that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this AOD through the date that the OAG provides notice of the violation of the AOD;
- b. the OAG may use statements, documents, or other materials produced or provided by Respondents prior to or after the Effective Date of this AOD except for settlement communications;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue;
- d. evidence of a violation of this AOD shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

59. If a court of competent jurisdiction determines that Respondents have violated the AOD, Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such

determination and of enforcing this AOD, including without limitation legal fees, expenses, and court costs.

**General Principles**

60. Unless a term limit for compliance is otherwise specified within this AOD, Respondents' obligations under this AOD are enduring. Nothing in this AOD shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

61. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Respondents violate the AOD after the Effective Date.

62. This AOD may not be amended except by an instrument in writing signed on behalf of the parties to this AOD.

63. In the event that any one or more of the provisions contained in this AOD shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this AOD.

64. Respondents acknowledge that they have entered this AOD freely and voluntarily and upon due deliberation with the advice of counsel.

65. This AOD shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

66. The AOD and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

67. All notices, reports, requests, and other communications to any party pursuant to this AOD shall be in writing and shall be directed as follows:

From the Respondents to the Attorney General:

New York State Office of the Attorney General  
Erika E. Vera Livas, Assistant Attorney General  
Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005

Or

Erika.VeraLivas@ag.ny.gov

From the Attorney General to the Respondents:

David Kelley  
O'Melveny & Myers LLP  
1301 Avenue of the Americas, Suite 1700  
New York, NY 10019  
dkelley@omm.com

Any changes in the person to whom communications should be specifically directed shall be made in writing in advance of the change


58. This AOD may be electronically signed, and any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

59. This AOD may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.


IN WITNESS WHEREOF, this AOD is executed by the parties hereto on May 28, 2025.

LETITIA JAMES  
Attorney General of the State of New York

By:

  
Erika E. Vera Livas  
Assistant Attorney General  
Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005  
Phone: (212) 416-8703

Dated: May 29, 2025

By:   
\_\_\_\_\_  
Samuel Klein, Individually and on  
behalf of Advanced Care Staffing, LLC  
and Priority Care Staffing, LLC

Date 5/28/25

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date



*Exhibit A: Affirmation*

PEOPLE OF THE STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL  
LABOR BUREAU

---

IN THE MATTER OF THE INVESTIGATION OF  
LETITIA JAMES, ATTORNEY GENERAL OF THE  
STATE OF NEW YORK

AFFIRMATION IN SUPPORT OF  
ASSURANCE OF  
DISCONTINUANCE  
AOD No. 25-025

OF

ADVANCED CARE STAFFING, LLC, PRIORITY  
CARE STAFFING, LLC, and SAMUEL KLEIN.

---

Samuel Klein, being duly sworn, deposes and says the following:

1. I am the Chief Executive Officer of ADVANCED CARE STAFFING (“ACS”) and PRIORITY CARE STAFFING (“PCS”) and have authority to sign on behalf of ACS and PCS.

2. I reside in the State of New York.

3. Advanced Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits (among other individuals) trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Advanced Care Staffing has its principal place of business located at 1000 Gates Avenue, 5th Floor Brooklyn, NY 11221.

4. Priority Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits (among other individuals) trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Priority Care Staffing has its principal place of business located at 241 W 37th St Suite 1001, New York, NY 10018.

5. Between 2019 and the present, ACS and PCS provided employment contracts to foreign nurse recruits through which ACS and PCS were obligated to pay, advance or reimburse

*Exhibit A: Affirmation*

certain costs on behalf of the nurses (including immigration and travel related-expenses) and the nurses were obligated to pay damages (which included the aforementioned costs and alleged lost profits), with certain exceptions, if they did not fulfill their 2-or-3-year employment contracts.

6. Since December 1, 2020, ACS and PCS have collected \$663,668.66 from seventy-one nurses on whose behalf ACS and PCS paid, advanced, or reimbursed various costs pursuant to the above-referenced contracts and who, ACS and PCS contend, terminated the employment contract before the end of the 2-or-3 year terms of their respective contract.

7. Other than the amounts referenced in Paragraph 6 above, to my knowledge (including after diligent investigation) ACS and PCS have not enforced or collected upon the repayment provision since at least December 1, 2020 through legal or non-legal processes.

By:   
\_\_\_\_\_  
Samuel Klein

*Exhibit A: Affirmation*

**PERSONAL ACKNOWLEDGMENT OF SAMUEL KLEIN**

STATE OF New York )  
 ) SS:  
COUNTY OF Kings )

On the 28 day of May, 2025 before me personally came Samuel Klein, to me known who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he is the individual described in and who executed the foregoing Affirmation in Support of Assurance of Discontinuance, and duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

TINA TAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01TA6364934  
Qualified in Kings County  
Commission Expires: September 25, 2028

## **EXHIBIT 9**

### **BENEFIT ELECTION FORM**

**SCHEDULE A**  
**TO EMPLOYMENT AGREEMENT**  
**OPTIONAL EXPENSES TO BE PAID BY EMPLOYER**

You can request Employer to pay the following expenses on your behalf, or to reimburse you for these expenses after you have completed 420 hours of employment. **You are not required** to have Employer pay or reimburse any of these expenses.

Each expense that you request Employer to pay or reimburse for you will be considered part of Employer's **Actual Direct Costs** for employing you. If you resign without **Good Reason** or are terminated **for cause** before the end of your contract, Employer can request you to pay these costs back.

The expenses in the following list are actual direct costs to Employer. All current USCIS fees are listed in [Form G-1055, fee schedule](https://www.uscis.gov/g-1055), which you can download at <https://www.uscis.gov/g-1055>.

**For each expense in the list, check one of the following:**

- **Yes** to request Employer to pay or reimburse the expense
- **No** to decline Employer's payment or reimbursement of the expense

Yes	No	Expense
<input type="checkbox"/>	<input type="checkbox"/>	Costs related to filing immigration documents – these include all of the following: <ul style="list-style-type: none"><li>• I-140 petition fee (<i>does not include asylum program fee</i>): _____</li><li>• U.S. Embassy-required medical exam: _____</li><li>• Visa screen (payable to TruMerit, formerly CGFNS): _____</li><li>• <input type="checkbox"/> Form DS-260 immigrant visa application (<i>if outside of the U.S.</i>): _____ <b>or</b> <input type="checkbox"/> Form I-485 adjustment of status (<i>if inside of the U.S.</i>): _____</li><li>• Form I-765 employment authorization document: _____</li><li>• USCIS immigrant fee: _____</li></ul>
<input type="checkbox"/>	<input type="checkbox"/>	Premium processing fee: _____ <i>Paying the premium processing fee does not guarantee that the U.S. government will approve your immigration application by a certain date. Due to uncertainty in visa availability, Employer may elect not to offer Premium Processing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	One-way airfare to the United States: to be determined <i>You will be informed of the actual cost of the flight before it is booked for you. After you have been informed of the cost, you will have an opportunity to decline having Employer pay this expense.</i>
<input type="checkbox"/>	<input type="checkbox"/>	NCLEX exam fee and processing fee: _____
<input type="checkbox"/>	<input type="checkbox"/>	English exam fee and processing fee: _____

- ☐ ☐ State nurse licensing fee: to be determined  
*You will be informed of the actual cost of the specific state licensing fee before Employer pays it for you. After you have been informed of the cost, you will have an opportunity to decline to have Employer pay the expense.*

---

Date

---

Employee's signature

**EXHIBIT 10**  
**NOTICE OF RIGHTS**

### **Notice of rights**

You have the right to bring your chosen representative to any of the following:

- any discussion with Employer regarding breach of contract, or payment for breach of contract
- any discussion with a mediator regarding breach of contract, or payment for breach of contract

You can also choose **not** to bring a representative.

### **Acknowledgement**

I acknowledge that I have been given this notice of rights at least 14 days before either:

- meeting with Employer regarding breach of contract, or payment for breach of contract
- attending mediation regarding breach of contract, or payment for breach of contract

---

Date

---

Employee's signature

---

Employee's name (printed)



**EXHIBIT 11**  
**REVISED CONTRACT**  
**(NEW YORK)**

### EMPLOYMENT AGREEMENT

This Employment Agreement ( "Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_, is by and between PRIORITY CARE STAFFING, LLC, located at 1274 49<sup>th</sup> Street, Suite 539, Brooklyn, New York 11219, ("Employer") and \_\_\_\_\_, currently residing at \_\_\_\_\_ ("Employee").

### BACKGROUND

- A. Employer is a healthcare staffing agency that recruits and employs nurses whom Employer deploys to contracted long-term care facilities such as nursing homes and skilled nursing facilities (each, a "Client") in the United States.
- B. Based upon the education, training and personal information provided to Employer by Employee, Employer desires to hire Employee to work as a Registered Nurse at one or more of its Clients in the United States.
- C. Employee is not currently under contract with any person or company that is sponsoring Employee to work in the United States.
- D. Employee desires to be employed by Employer as a Registered Nurse in the United States and to work in a long-term care setting in accordance with the terms and conditions of this Agreement.

### TERMS

Employer and Employee hereby agree as follows:

**Section 1.** Employee's Representations and Obligation to Cooperate and to Provide Documents and Information.

(a) Employee represents that Employee is not currently under contract with any person or company that is sponsoring Employee to work in the United States. Employee also represents that Employee has not been petitioned by any other agency or facility for employment in the United States. Employee agrees that during the Term, Employee shall not contract with any other person or company to file a petition/application with USCIS for Employee's benefit.

(b) Employee represents and warrants that Employee has not previously been convicted of a criminal offense other than minor traffic violations and that there are no impediments to Employee entering into this Agreement. Employee also represents that Employee is in good physical and mental health (in accordance with the standards and requirements as regulated by US immigration authorities and the Board of Nursing of the state(s)) and neither the execution of this agreement nor the consummation or performance of any of the parties' obligations hereunder will conflict with or result in the breach of any previous agreement entered into by the Employee. Employee further represents and warrants that Employee knows of no impediment to Employee receiving an immigrant visa.

(c) Upon the execution of this Agreement, and during the term of this Agreement, Employee shall deliver to Employer all documents that Employer, in its sole discretion, deems necessary (i) to validate personal, educational, professional and any other information pertaining to Employee; and (ii) to obtain immigration approvals necessary for Employee to depart Employee's foreign country and work in the United

States. Further, during the Term (as defined below), Employee agrees to provide all documents and information and to appear for any and all interviews as deemed necessary by Employer, in its sole discretion.

(d) Employee promises to promptly schedule and appear for any and all interviews, medical exams or the like that may be necessary to secure approval to depart Employee's foreign country and to enter into and work in the United States.

(e) Employee agrees to submit to post-offer and pre-employment medical examinations (including a negative PPD and/or chest X-Ray), vaccinations, drug screening, fingerprinting, and other requirements prior to providing any service, in accordance with United States federal, state, and local requirements.

**Section 2. Authorization and Licensing Requirements.**

(a) Employee acknowledges and agrees that employment with Employer is contingent on Employee becoming authorized to work in the United States and maintaining authorization to work as a Registered Nurse in the United States jurisdiction(s) selected by Employer, in its sole discretion.

(b) Employee shall use Employee's best efforts to promptly register for and take all examinations required to obtain the necessary authorizations and licenses. Required examinations include, but are not limited to the National Council Licensure Examination ("NCLEX"), which Employee shall take within three months of the date of this Agreement. If Employee fails to pass any required examination, Employee shall take additional steps and shall commit additional time and energy to studying and passing the examination at the next available examination session. Employer's obligations under this Agreement are contingent upon Employee passing the NCLEX within six months of the date of this Agreement.

(c) Employee shall use Employee's best efforts to promptly obtain a Visa Screen certificate from the Commission on Graduates of Foreign Nursing Schools or a USCIS-approved equivalent independent credentialing organization.

(d) Employee shall use Employee's best efforts to apply for licensure as a Registered Nurse in the United States jurisdiction(s) selected by Employer, in its sole discretion.

**Section 3. Petition for Employment Based Immigrant Visa.**

(a) Upon receipt of proof that Employee (i) is duly licensed and qualified as a Registered Nurse in the U.S. State selected by Employer, (ii) has passed the IELTS, and (iii) has obtained a Visa Screen, and provided that Employee elects (on the attached **Schedule A**) to have Employer incur the immigrant-visa-related costs, Employer will prepare and submit a petition for an Employment-Based Immigrant Visa ("EB Visa") on behalf of Employee to the United States Citizenship and Immigration Service ("USCIS"). Provided that Employee elects (on the attached **Schedule A**) to have Employer incur such costs, Employer will pay all fees associated with the filing of such petitions, including attorneys' fees. Employee agrees that Employer may arrange for the handling of the EB Visa petition by an immigration attorney of its choice and that all decisions regarding the handling and filing of the EB Visa petition, including preference category, shall be in Employer's sole discretion.

(b) In the event that the EB Visa petition is not approved by the government for any reason, Employer shall have the right (but not the obligation), in its sole discretion, to refile, appeal the denial, and/or

seek further government review of the petition. If Employer chooses to refile, appeal, or seek further review, Employee will continue to cooperate with Employer's efforts, but the appeal or request for further review shall be at Employer's sole expense.

(c) Employee understands and acknowledges that Employer cannot guarantee any government approval regarding Employee, including but not limited to, the type of work authorization issued by USCIS (if any). Employee further understands that Employer cannot guarantee a specific date by which Employee will be sent to the United States or a specific date by which all requirements for employment will have been satisfied. Employee understands that any application or petition submitted by or on behalf of Employee with the United States or the foreign governments is subject to the sole approval of such government(s), and that any such approval is outside of Employer's control.

**Section 4.** Employer's Advancement/Reimbursement of Actual Direct Costs

(a) Employer agrees to advance (or reimburse) the costs on behalf of Employee that Employee selects on the form attached as **Schedule A** ("Actual Direct Costs"). In the event that any of Actual Direct Costs are paid by Employee, they shall be reimbursed to the Employee after rendering 420 worked hours, provided that Employee provides valid receipts. Employee acknowledges that Employer is incurring Actual Direct Costs upon the express condition that Employee will complete the Term in full.

**Section 5.** Work Location; Schedule and Responsibilities Upon Commencement of Work

(a) Upon lawful arrival in the United States, Employee agrees to work as a Registered Nurse (including all duties that are customary in providing nursing services) on a full-time basis. Typically, Employer's clients follow one of three daily shifts, 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. (with an unpaid meal break during each shift); however, the hours of work and the shift schedule shall be determined by the Employer.

(b) Employee shall be available to work a full-time work schedule and any overtime required by Employer, subject to applicable law. Employee shall not commit to any business activity outside of Employee's employment with Employer without Employer's prior written approval.

(c) Employee acknowledges and consents that Employee's assigned work location shall be determined by Employer in its sole discretion and that Employee's initial assigned work location shall be specified to Employee in writing prior to Employee's travel to the United States. After completing a minimum of six months at Employee's assigned location, Employee may request a different assignment, but Employee understands and agrees that Employer ultimately has the right to determine, in its sole discretion, Employee's assignment and may change Employee's assignment.

(d) Upon becoming eligible to commence employment in the United States, Employee agrees to abide by all of the rules set forth in **Schedule B**.

**Section 6.** Confidentiality and Nonsolicitation.

(a) Employee acknowledges that during the course of employment with Employer, Employee will be privy to confidential information of Employer, including but not limited to Client lists and information, placement information, business plan information, marketing information, industry analysis, and business development information ("Proprietary Information"). Employee also acknowledges that Employer has

spent substantial amounts of money, time and effort in developing and maintaining relationships with its Clients and employees. Employee agrees that the following restrictions on Employee's employment and work activities are necessary to protect Employer's legitimate business interests in the education and training provided to Employee, its relationships with Clients and employees, and its Proprietary Information:

(i) Employee agrees never to disclose any of Employer's Proprietary Information to anyone outside of Employer except as required in the course of Employees duties for Employer. Employee further agrees not to use, or cause or allow another person or entity to use, Proprietary Information in any way other than in Employer's business (as authorized by Employer).

(ii) Throughout the duration of Employee's employment with Employer, Employee shall not work, directly or through another employer, for any Client with whom Employer placed Employee to work at any time.

(iii) Throughout the duration of the Term (regardless of whether Employee's employment terminates sooner for any reason) and for a period of two years thereafter, Employee will not directly or indirectly, solicit, induce, or encourage any of Employer's employees to separate from Employer.

(iv) Throughout the duration of the Term (regardless of whether Employee's employment terminates sooner for any reason) and for a period of two years thereafter, Employee will not directly or indirectly, solicit, induce, or encourage any Clients to stop or diminish their business with Employer.

(b) Employee acknowledges that the above restrictions on Employee's activities do not prevent Employee from pursuing a career in nursing or from using skills learned while employed by Employer in any business or activity outside the scope of this Section 6. Employee further acknowledges and agrees that the restrictions in this Section 6 are narrow, reasonable, legitimate and fair, and are warranted to protect only the legitimate business interests of Employer in protecting its Client and employee relationships, ensuring that Employee loyally discharges Employee's duties, and preventing the unauthorized disclosure of its Proprietary Information.

(c) Employee acknowledges and agrees that if he or she breaches any of the above covenants, the damage to Employer would be irreparable and that money damages would not adequately compensate Employer for its damages. Accordingly, notwithstanding anything in this Agreement to the contrary, Employee agrees that in the event of a breach of the covenants in this Section 6, then to the maximum extent allowed by applicable law, Employer will be entitled to an immediate order from a court of competent jurisdiction commanding Employee to cease violating the covenant(s) and enjoining Employee from further violation. Employer shall not be required to post a bond. This injunctive remedy shall not be exclusive of any other remedy to which Employer might be entitled.

(d) The parties agree that if any of the covenants in this Section 6 is found to be unenforceable as drafted, the court interpreting such covenant is expressly authorized to make such modifications as are necessary to make it enforceable according to applicable law and to enforce it as modified.

#### **Section 7. Compensation.**

(a) Employee will be paid in accordance with applicable federal and state law (including applicable minimum wage and overtime requirements).

(b) Employee's wage rate for the services specified in the USCIS petition pursuant to which Employee provides services under this Agreement shall be the prevailing wage rate specified in that petition.

(c) Employee shall be required to complete and submit time records in accordance with the requirements of Employer and the Client. Payment of compensation, including frequency of payments and withholding of taxes and other legally authorized withholdings, will be subject to applicable law and Employer's policies.

**Section 8.** Paid Time Off and Other Benefits.

Employee shall participate in all benefits applicable to all of Employer's similarly situated employees, including group health insurance, holidays, and paid time off (which includes both sick time and vacation time). Employee understands that benefits provided to all similarly-situated employees may be changed from time to time in Employer's sole discretion. Employee shall also be covered by workers' compensation insurance and all applicable, legally-mandated leave entitlements, such as any applicable family and medical leave, subject to applicable eligibility requirements.

**Section 9.** Term.

(a) The term of this Agreement (the "**Term**") shall continue until Employee has completed three years of work as a Registered Nurse for Employer in the United States. The three-year employment period shall be deemed to have been completed upon Employee's completion of 5460 hours worked for Employer in the United States.

(b) All hours worked, including overtime hours (if any), shall be counted towards completion of the term. Additionally, time off spent by Employee while using authorized accrued paid time off ("PTO") shall be counted towards completion of the Term (e.g., Employee taking one week of PTO will have one week counted toward completion of the Term).

**Section 10.** Termination.

(a) Each party reserves the right to terminate this Agreement prior to the end of the Term. Terminations shall be subject to the following repayment obligations:

(1) The parties agree that if Employee terminates this Agreement without Good Reason (as defined below), or if Employer terminates this Agreement for Cause (as defined below), Employer shall be entitled to all Actual Direct Costs. Actual Direct Costs will be subject to an overall cap of \$5,000, increased annually starting January 2026 by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJPA metro area. Employer will not be entitled to and will not pursue the following categories of damages:

- a. Lost profits or overhead costs
- b. Attorneys' fees and costs, or other costs of collection or interest
- c. Costs of hiring a replacement or upfront indirect costs of having recruited or hired the worker (other than Actual Direct Costs).

(2) For purposes of this Agreement, "Good Reason" for termination by Employee is defined as:

- a. A demonstrated long-term (i.e., more than six months) need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Employer offers the Employee a job in the relocated location, it shall not be "Good Reason");
- b. Employer materially breaches the Employment Agreement after the Employee provides notice of breach and Employer fails to cure the breach within 10 business days;
- c. Employee demonstrates a good faith reasonable belief that they were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety, after Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days.
- d. Employee demonstrates a good faith reasonable belief that their placement violates the NYLL, including as to mandatory overtime, day of rest, and meal breaks, after the Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days;
- e. Employee demonstrates a good faith and reasonable belief that they are subject to illegal discrimination after Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days;
- f. Employer or the client facility fails to honor certain benefits that are otherwise guaranteed (e.g., PTO, sick leave, or other material promised benefit) after Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days;

(3) Written notice required by this Agreement must be received by Employer at the following email address: **compliance@prioritycarestaffing.com**.

(4) For purposes of this Agreement, "Cause" includes, without limitation, Employee's loss of Employee's authorization to work as a Registered Nurse in the jurisdiction(s) assigned by Employer, Employee's failure or refusal to perform any of Employee's material obligations under this Agreement, Employee's refusal to adhere to the policies or procedures of the Client(s) to which Employee is assigned, Employee's engaging in conduct detrimental to the reputation of Employer or its Client(s), Employee's commission of an unlawful act, Employee's unauthorized removal of property of Employer or a Client, Employee's falsification of documents, reports or records, absenteeism or chronic lateness, Employee's failure or refusal to provide patient care consistent with accepted guidelines or to perform the duties of employment. Employer may immediately terminate this Agreement for Cause at any time.

(5) Employee shall not have a repayment obligation in the event of Employee's Long-Term Disability (as defined in Employer's then-existing long-term disability plan, or if there is no plan, as

defined by the Social Security Administration) or death. In the event of disagreement between Employee and Employer as to whether there is a Long-Term Disability, Employer shall have the right to have Employee evaluated by a physician selected by Employer, at Employer's expense, whose opinion shall be deemed final. Employee's compliance with such evaluation is a material obligation under this Agreement.

(b) The burden of proof as to the amount of Actual Direct Costs, and their benefit to Employee, will be on Employer.

(c) In the event Employee resigns before the end of the contract Term, Employer will provide Employee an itemized copy of the Actual Direct Costs it seeks to collect. Employer and Employee will attempt to reach agreement on the amount, which may be a lower amount than the amount Employer initially seeks to recover. Employee has the right to bring a representative of their choosing when discussing payment amounts and shall have a 14-day period to consider whether or not to bring a representative of their choosing.

(d) Amounts due to Employer will be prorated, with proration to start after 900 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked.

(e) If Employee is unable to immediately pay Actual Direct Costs, Employee will be allowed to pay as follows: i) 50% of advanced costs are to be paid upon termination of employment (or within 30 days thereafter); and ii). the remaining 50% to be paid within 150 days after the termination of employment.

(f) In the event that Employer is not able to deploy Employee to the United States within three years of the effective date of this Agreement, Employee shall have the option to terminate this Agreement upon reimbursing Employer for all Actual Direct Costs incurred up to the time Employee exercises such option. To exercise such option, Employee must first provide written notice to Employer of Employee's intent to exercise such option within fourteen (14) days of the third anniversary of the effective date of this Agreement. Upon submission of such written notice, Employer shall provide Employee with an itemized list of Actual Direct Costs, which Employee must pay within thirty (30) days of receipt. Employee acknowledges if this option is not properly and timely exercised, it shall expire and may not be exercised thereafter.

(g) In the event of termination of this Agreement, any outstanding payment obligations shall remain in effect until satisfied in full, and the following provisions shall remain in effect in accordance with their respective terms: Section 6; Section 13, and this Section 10.

**Section 11.** Headings.

The headings of the Sections of this Agreement (including Schedules) are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

**Section 12.** Entire Agreement; Modification; Waiver.

This Agreement contains the entire agreement between the parties concerning the subject matter hereof, and may not be modified or amended except in a writing signed by both parties. If any term in this Agreement is held by a tribunal having jurisdiction to be overbroad and/or unenforceable, the parties acknowledge and agree that the defective terms shall be modified to the extent necessary to comply with applicable law. If it is determined that any of the provisions of this Agreement are invalid or unenforceable, the remaining provisions shall survive and be given full force and effect. Failure to enforce a provision of this



Agreement shall not be construed as a waiver of future enforcement of that provision or any other provision in the Agreement.

**Section 13.**     Dispute Resolution.

(a)     In the event of contract enforcement, either Employer or Employee may initiate an action in a court of competent jurisdiction.

(b)     If Employer contends that Employee has without Good Reason terminated Employee's employment before the end of the Term, Employer will offer to Employee:

- i.   An opportunity for informal mediation before a third-party mediator to be selected by agreement of the parties and, if no agreement is reached, pursuant to the then-existing employment arbitration rules with Employer's mediation company of choice. The mediator's fees will be paid by the Employer and shall not be reallocated to the Employees.
- ii.   Employee will be informed that Employee has the right to and will have the right to bring a representative of Employee's choosing to any discussion with the Employer or mediator regarding breach of contract or payment for the same.
- iii.   If there is a dispute as to whether Employee has resigned with Good Reason, the mediator shall provide the parties the mediator's view on whether Good Reasons exists. That view shall not be preclusive or admissible for any reason in litigation. Absent agreement to adopt the mediator's view, Employee will have no payment obligation until a judicial determination is made regarding whether Employee resigned with Good Reason.

**Section 14.**     Review and Revocation Period.

Employee acknowledges that Employee has had at least thirty (30) consecutive days following receipt of this Agreement to seek counsel on the contents and provisions of this Agreement and to decide whether or not to enter into this Agreement. Employee acknowledges that Employee may enter into this Agreement at any time prior to the expiration of the thirty (30) consecutive day period, and if Employee chooses to sign this agreement sooner, Employee does so completely voluntarily. Employee shall have seven (7) consecutive days after Employee signs this Agreement to revoke the Agreement. To revoke this Agreement, Employee must submit a letter of revocation, signed by Employee, by overnight courier or other postal or commercial delivery method that provides proof of delivery, to Employer's office at 1274 49<sup>th</sup> Street, Suite 539, Brooklyn, New York 11219. The written letter of revocation must be received by Employer by the end of the 7th consecutive day after you sign this Agreement. This Agreement will be "Effective" the next day following the expiration of the seven (7) consecutive day revocation period if Employee has not timely submitted a letter of revocation.

*[Signature page follows]*

**By signing this Agreement, Employee confirms that Employee (i) has read and understood all the terms of this Agreement, and (ii) had an opportunity to consult with an attorney of his or her choosing before signing it. By signing this Agreement, Employee also confirms that Employee is committed to working for Employer for at least 5,460 hours as a Registered Nurse caring for elderly patients in a long-term care setting.**

Priority Care Staffing, LLC

BY: \_\_\_\_\_

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE A  
TO EMPLOYMENT AGREEMENT  
OPTIONAL EXPENSES TO BE PAID BY EMPLOYER**

You can request Employer to pay the following expenses on your behalf, or to reimburse you for these expenses after you have completed 420 hours of employment. **You are not required** to have Employer pay or reimburse any of these expenses.

Each expense that you request Employer to pay or reimburse for you will be considered part of Employer's **Actual Direct Costs** for employing you. If you resign without **Good Reason** or are terminated **for cause** before the end of your contract, Employer can request you to pay these costs back.

The expenses in the following list are actual direct costs to Employer. All current USCIS fees are listed in [Form G-1055, fee schedule](https://www.uscis.gov/g-1055), which you can download at <https://www.uscis.gov/g-1055>.

**For each expense in the list, check one of the following:**

- **Yes** to request Employer to pay or reimburse the expense
- **No** to decline Employer's payment or reimbursement of the expense

Yes	No	Expense
<input type="checkbox"/>	<input type="checkbox"/>	Costs related to filing immigration documents – these include all of the following: <ul style="list-style-type: none"><li>• I-140 petition fee (<i>does not include asylum program fee</i>): _____</li><li>• U.S. Embassy-required medical exam: _____</li><li>• Visa screen (payable to TruMerit, formerly CGFNS): _____</li><li>• <input type="checkbox"/> Form DS-260 immigrant visa application (<i>if outside of the U.S.</i>): _____ <b>or</b> <input type="checkbox"/> Form I-485 adjustment of status (<i>if inside of the U.S.</i>): _____</li><li>• Form I-765 employment authorization document: _____</li><li>• USCIS immigrant fee: _____</li></ul>
<input type="checkbox"/>	<input type="checkbox"/>	Premium processing fee: _____ <i>Paying the premium processing fee does not guarantee that the U.S. government will approve your immigration application by a certain date. Due to uncertainty in visa availability, Employer may elect not to offer Premium Processing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	One-way airfare to the United States: to be determined <i>You will be informed of the actual cost of the flight before it is booked for you. After you have been informed of the cost, you will have an opportunity to decline having Employer pay this expense.</i>
<input type="checkbox"/>	<input type="checkbox"/>	NCLEX exam fee and processing fee: _____
<input type="checkbox"/>	<input type="checkbox"/>	English exam fee and processing fee: _____

- ☐ ☐ State nurse licensing fee: to be determined  
*You will be informed of the actual cost of the specific state licensing fee before Employer pays it for you. After you have been informed of the cost, you will have an opportunity to decline to have Employer pay the expense.*

---

Date

---

Employee's Signature



**SCHEDULE B**  
**TO EMPLOYMENT AGREEMENT**  
**RESPONSIBILITIES OF EMPLOYEE UPON COMMENCEMENT OF EMPLOYMENT**

1. Employee shall devote his/her entire professional time, skill and attention to the performance of the nursing services and other activities on behalf of Employer, including but not limited to obtaining any certifications required for Employer. Employee shall make every effort to, and shall conduct him/herself at all times so as to advance the best interests of Employer and the assigned Client(s).
2. Employee shall not, without the written consent of Employer, practice or render any service of a professional nature, except as assigned by Employer.
3. Employee will report to work at the date, time and location assigned by Employer.
4. Employee shall notify both Employer and the Client immediately upon discovering that Employee will not be able to work at a time or date that Employer has scheduled Employee to work.
5. Employee shall notify Employer, by telephone, if a Client requests Employee to work more than 40 hours in any work week. This notification requirement does not relieve Employee of Employee's duty to report to work as scheduled.
6. If any Client instructs or directs Employee to take action that Employee believes to be improper, or if any Client instructs or directs Employee to refrain from taking action that Employee thinks is necessary, or if Employee has been subject to any conduct by any Client that he/she believes to be improper or unlawful, Employee will immediately notify Employer.
7. Employee shall abide by Employer's policies and procedures applicable to similarly situated employees, which may be changed from time to time in Employer's sole discretion.
8. Employee shall at all times during the Term keep Employee's license to work as a Registered Nurse in good standing, and shall remain immigration compliant. This includes, but is not limited to, compliance with health exams, Visa screen, and any continued education as required by state licensing boards. Employee shall immediately notify Employer in writing of any investigation or inquiry involving Employee by any state or federal regulatory agency, governmental authority, or licensing authority.
9. Employee shall at all times comply with the ethics and professional standards pertaining to Registered Nurses as well as all applicable federal, state and local law.
10. Employee shall in a timely fashion prepare, maintain, and submit necessary or appropriate reports, claims, correspondence and records relating to his/her duties performed under this Agreement as may be required by Employer, all of which shall be the sole property of Employer.
11. Employee will immediately notify Employer in writing of (i) any incident or claim of wrongdoing or neglect involving Employee's provision of services under this Agreement and (ii) any investigation



or inquiry involving Employee by any state or federal regulatory agency, governmental authority, or licensing authority.

12. Employee shall be held responsible for any legal action taken against Employer due to Employee's misrepresentation of him/herself or his/her qualifications.
13. Employee understands and agrees that he/she is obligated to work the schedules and shifts assigned to him/her and that Employee may be required to work varying shifts and varying hours at Employer's sole discretion.
14. Employee shall be responsible for providing Employee's own method of reliable and timely transportation to and from any Client, including when necessary travelling between different Clients in a single day.
15. Employee must provide a reliable method for Employer to get into contact with Employee during and after work, including a mobile telephone and e-mail address.
16. Employee shall promptly provide all documents as requested by Employer during Employee's employment.
17. Employee shall comply with any additional lawful rules and requirements established by Employer.

Signatures:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Employer

## **EXHIBIT 12**

### **REVISED CONTRACT (OUTSIDE NEW YORK)**



## EMPLOYMENT AGREEMENT

This Employment Agreement ( "Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_, is by and between PRIORITY CARE STAFFING, LLC, located at 1274 49<sup>th</sup> Street, Suite 539, Brooklyn, New York 11219, ("Employer") and \_\_\_\_\_, currently residing at \_\_\_\_\_ ("Employee").

### BACKGROUND

- A. Employer is a healthcare staffing agency that recruits and employs nurses whom Employer deploys to contracted long-term care facilities such as nursing homes and skilled nursing facilities (each, a "Client") in the United States.
- B. Based upon the education, training and personal information provided to Employer by Employee, Employer desires to hire Employee to work as a Registered Nurse at one or more of its Clients in the United States.
- C. Employee is not currently under contract with any person or company that is sponsoring Employee to work in the United States.
- D. Employee desires to be employed by Employer as a Registered Nurse in the United States and to work in a long-term care setting in accordance with the terms and conditions of this Agreement.

### TERMS

Employer and Employee hereby agree as follows:

**Section 1.** Employee's Representations and Obligation to Cooperate and to Provide Documents and Information.

(a) Employee represents that Employee is not currently under contract with any person or company that is sponsoring Employee to work in the United States. Employee also represents that Employee has not been petitioned by any other agency or facility for employment in the United States. Employee agrees that during the Term, Employee shall not contract with any other person or company to file a petition/application with USCIS for Employee's benefit.

(b) Employee represents and warrants that Employee has not previously been convicted of a criminal offense other than minor traffic violations and that there are no impediments to Employee entering into this Agreement. Employee also represents that Employee is in good physical and mental health (in accordance with the standards and requirements as regulated by US immigration authorities and the Board of Nursing of the state(s)) and neither the execution of this agreement nor the consummation or performance of any of the parties' obligations hereunder will conflict with or result in the breach of any previous agreement entered into by the Employee. Employee further represents and warrants that Employee knows of no impediment to Employee receiving an immigrant visa.

(c) Upon the execution of this Agreement, and during the term of this Agreement, Employee shall deliver to Employer all documents that Employer, in its sole discretion, deems necessary (i) to validate personal, educational, professional and any other information pertaining to Employee; and (ii) to obtain immigration approvals necessary for Employee to depart Employee's foreign country and work in the United





States. Further, during the Term (as defined below), Employee agrees to provide all documents and information and to appear for any and all interviews as deemed necessary by Employer, in its sole discretion.

(d) Employee promises to promptly schedule and appear for any and all interviews, medical exams or the like that may be necessary to secure approval to depart Employee's foreign country and to enter into and work in the United States.

(e) Employee agrees to submit to post-offer and pre-employment medical examinations (including a negative PPD and/or chest X-Ray), vaccinations, drug screening, fingerprinting, and other requirements prior to providing any service, in accordance with United States federal, state, and local requirements.

**Section 2. Authorization and Licensing Requirements.**

(a) Employee acknowledges and agrees that employment with Employer is contingent on Employee becoming authorized to work in the United States and maintaining authorization to work as a Registered Nurse in the United States jurisdiction(s) selected by Employer, in its sole discretion.

(b) Employee shall use Employee's best efforts to promptly register for and take all examinations required to obtain the necessary authorizations and licenses. Required examinations include, but are not limited to the National Council Licensure Examination ("NCLEX"), which Employee shall take within three months of the date of this Agreement. If Employee fails to pass any required examination, Employee shall take additional steps and shall commit additional time and energy to studying and passing the examination at the next available examination session. Employer's obligations under this Agreement are contingent upon Employee passing the NCLEX within six months of the date of this Agreement.

(c) Employee shall use Employee's best efforts to promptly obtain a Visa Screen certificate from the Commission on Graduates of Foreign Nursing Schools or a USCIS-approved equivalent independent credentialing organization.

(d) Employee shall use Employee's best efforts to apply for licensure as a Registered Nurse in the United States jurisdiction(s) selected by Employer, in its sole discretion.

**Section 3. Petition for Employment Based Immigrant Visa.**

(a) Upon receipt of proof that Employee (i) is duly licensed and qualified as a Registered Nurse in the U.S. State selected by Employer, (ii) has passed the IELTS, and (iii) has obtained a Visa Screen, and provided that Employee elects (on the attached **Schedule A**) to have Employer incur the immigrant-visa-related costs, Employer will prepare and submit a petition for an Employment-Based Immigrant Visa ("EB Visa") on behalf of Employee to the United States Citizenship and Immigration Service ("USCIS"). Provided that Employee elects (on the attached **Schedule A**) to have Employer incur such costs, Employer will pay all fees associated with the filing of such petitions, including attorneys' fees. Employee agrees that Employer may arrange for the handling of the EB Visa petition by an immigration attorney of its choice and that all decisions regarding the handling and filing of the EB Visa petition, including preference category, shall be in Employer's sole discretion.

(b) In the event that the EB Visa petition is not approved by the government for any reason, Employer shall have the right (but not the obligation), in its sole discretion, to refile, appeal the denial, and/or



seek further government review of the petition. If Employer chooses to refile, appeal, or seek further review, Employee will continue to cooperate with Employer's efforts, but the appeal or request for further review shall be at Employer's sole expense.

(c) Employee understands and acknowledges that Employer cannot guarantee any government approval regarding Employee, including but not limited to, the type of work authorization issued by USCIS (if any). Employee further understands that Employer cannot guarantee a specific date by which Employee will be sent to the United States or a specific date by which all requirements for employment will have been satisfied. Employee understands that any application or petition submitted by or on behalf of Employee with the United States or the foreign governments is subject to the sole approval of such government(s), and that any such approval is outside of Employer's control.

**Section 4.** Employer's Advancement/Reimbursement of Actual Direct Costs

(a) Employer agrees to advance (or reimburse) the costs on behalf of Employee that Employee selects on the form attached as **Schedule A** ("Actual Direct Costs"). In the event that any of Actual Direct Costs are paid by Employee, they shall be reimbursed to the Employee after rendering 420 worked hours, provided that Employee provides valid receipts. Employee acknowledges that Employer is incurring Actual Direct Costs upon the express condition that Employee will complete the Term in full.

**Section 5.** Work Location; Schedule and Responsibilities Upon Commencement of Work

(a) Upon lawful arrival in the United States, Employee agrees to work as a Registered Nurse (including all duties that are customary in providing nursing services) on a full-time basis. Typically, Employer's clients follow one of three daily shifts, 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. (with an unpaid meal break during each shift); however, the hours of work and the shift schedule shall be determined by the Employer.

(b) Employee shall be available to work a full-time work schedule and any overtime required by Employer, subject to applicable law. Employee shall not commit to any business activity outside of Employee's employment with Employer without Employer's prior written approval.

(c) Employee acknowledges and consents that Employee's assigned work location shall be determined by Employer in its sole discretion and that Employee's initial assigned work location shall be specified to Employee in writing prior to Employee's travel to the United States. After completing a minimum of six months at Employee's assigned location, Employee may request a different assignment, but Employee understands and agrees that Employer ultimately has the right to determine, in its sole discretion, Employee's assignment and may change Employee's assignment.

(d) Upon becoming eligible to commence employment in the United States, Employee agrees to abide by all of the rules set forth in **Schedule B**.

**Section 6.** Confidentiality and Nonsolicitation.

(a) Employee acknowledges that during the course of employment with Employer, Employee will be privy to confidential information of Employer, including but not limited to Client lists and information, placement information, business plan information, marketing information, industry analysis, and business development information ("Proprietary Information"). Employee also acknowledges that Employer has



spent substantial amounts of money, time and effort in developing and maintaining relationships with its Clients and employees. Employee agrees that the following restrictions on Employee's employment and work activities are necessary to protect Employer's legitimate business interests in the education and training provided to Employee, its relationships with Clients and employees, and its Proprietary Information:

(i) Employee agrees never to disclose any of Employer's Proprietary Information to anyone outside of Employer except as required in the course of Employees duties for Employer. Employee further agrees not to use, or cause or allow another person or entity to use, Proprietary Information in any way other than in Employer's business (as authorized by Employer).

(ii) Throughout the duration of Employee's employment with Employer, Employee shall not work, directly or through another employer, for any Client with whom Employer placed Employee to work at any time.

(iii) Throughout the duration of the Term (regardless of whether Employee's employment terminates sooner for any reason) and for a period of two years thereafter, Employee will not directly or indirectly, solicit, induce, or encourage any of Employer's employees to separate from Employer.

(iv) Throughout the duration of the Term (regardless of whether Employee's employment terminates sooner for any reason) and for a period of two years thereafter, Employee will not directly or indirectly, solicit, induce, or encourage any Clients to stop or diminish their business with Employer.

(b) Employee acknowledges that the above restrictions on Employee's activities do not prevent Employee from pursuing a career in nursing or from using skills learned while employed by Employer in any business or activity outside the scope of this Section 6. Employee further acknowledges and agrees that the restrictions in this Section 6 are narrow, reasonable, legitimate and fair, and are warranted to protect only the legitimate business interests of Employer in protecting its Client and employee relationships, ensuring that Employee loyally discharges Employee's duties, and preventing the unauthorized disclosure of its Proprietary Information.

(c) Employee acknowledges and agrees that if he or she breaches any of the above covenants, the damage to Employer would be irreparable and that money damages would not adequately compensate Employer for its damages. Accordingly, notwithstanding anything in this Agreement to the contrary, Employee agrees that in the event of a breach of the covenants in this Section 6, then to the maximum extent allowed by applicable law, Employer will be entitled to an immediate order from a court of competent jurisdiction commanding Employee to cease violating the covenant(s) and enjoining Employee from further violation. Employer shall not be required to post a bond. This injunctive remedy shall not be exclusive of any other remedy to which Employer might be entitled.

(d) The parties agree that if any of the covenants in this Section 6 is found to be unenforceable as drafted, the court interpreting such covenant is expressly authorized to make such modifications as are necessary to make it enforceable according to applicable law and to enforce it as modified.

#### **Section 7. Compensation.**

(a) Employee will be paid in accordance with applicable federal and state law (including applicable minimum wage and overtime requirements).



(b) Employee's wage rate for the services specified in the USCIS petition pursuant to which Employee provides services under this Agreement shall be the prevailing wage rate specified in that petition.

(c) Employee shall be required to complete and submit time records in accordance with the requirements of Employer and the Client. Payment of compensation, including frequency of payments and withholding of taxes and other legally authorized withholdings, will be subject to applicable law and Employer's policies.

**Section 8. Paid Time Off and Other Benefits.**

Employee shall participate in all benefits applicable to all of Employer's similarly situated employees, including group health insurance, holidays, and paid time off (which includes both sick time and vacation time). Employee understands that benefits provided to all similarly-situated employees may be changed from time to time in Employer's sole discretion. Employee shall also be covered by workers' compensation insurance and all applicable, legally-mandated leave entitlements, such as any applicable family and medical leave, subject to applicable eligibility requirements.

**Section 9. Term.**

(a) The term of this Agreement (the "**Term**") shall continue until Employee has completed three years of work as a Registered Nurse for Employer in the United States. The three-year employment period shall be deemed to have been completed upon Employee's completion of 5460 hours worked for Employer in the United States.

(b) All hours worked, including overtime hours (if any), shall be counted towards completion of the term. Additionally, time off spent by Employee while using authorized accrued paid time off ("PTO") shall be counted towards completion of the Term (e.g., Employee taking one week of PTO will have one week counted toward completion of the Term).

**Section 10. Termination.**

(a) Each party reserves the right to terminate this Agreement prior to the end of the Term. Terminations shall be subject to the following repayment obligations:

(1) The parties agree that if Employee terminates this Agreement without Good Reason (as defined below), or if Employer terminates this Agreement for Cause (as defined below), Employer shall be entitled to all Actual Direct Costs. Employer will not be entitled to and will not pursue the following categories of damages:

- a. Lost profits or overhead costs
- b. Attorneys' fees and costs, or other costs of collection or interest
- c. Costs of hiring a replacement or upfront indirect costs of having recruited or hired the worker (other than Actual Direct Costs).

(2) For purposes of this Agreement, "Good Reason" for termination by Employee is defined as:



- a. A demonstrated long-term (i.e., more than six months) need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Employer offers the Employee a job in the relocated location, it shall not be "Good Reason");
- b. Employer materially breaches the Employment Agreement after the Employee provides notice of breach and Employer fails to cure the breach within 10 business days;
- c. Employee demonstrates a good faith reasonable belief that they were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety, after Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days.
- d. Employee demonstrates a good faith and reasonable belief that they are subject to illegal discrimination after Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days;
- e. Employer or the client facility fails to honor certain benefits that are otherwise guaranteed (e.g., PTO, sick leave, or other material promised benefit) after Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days;

(3) Written notice required by this Agreement must be received by Employer at the following email address: [compliance@prioritycarestaffing.com](mailto:compliance@prioritycarestaffing.com).

(4) For purposes of this Agreement, "Cause" includes, without limitation, Employee's loss of Employee's authorization to work as a Registered Nurse in the jurisdiction(s) assigned by Employer, Employee's failure or refusal to perform any of Employee's material obligations under this Agreement, Employee's refusal to adhere to the policies or procedures of the Client(s) to which Employee is assigned, Employee's engaging in conduct detrimental to the reputation of Employer or its Client(s), Employee's commission of an unlawful act, Employee's unauthorized removal of property of Employer or a Client, Employee's falsification of documents, reports or records, absenteeism or chronic lateness, Employee's failure or refusal to provide patient care consistent with accepted guidelines or to perform the duties of employment. Employer may immediately terminate this Agreement for Cause at any time.

(5) Employee shall not have a repayment obligation in the event of Employee's Long-Term Disability (as defined in Employer's then-existing long-term disability plan, or if there is no plan, as defined by the Social Security Administration) or death. In the event of disagreement between Employee and Employer as to whether there is a Long-Term Disability, Employer shall have the right to have Employee evaluated by a physician selected by Employer, at Employer's expense, whose opinion shall be deemed final. Employee's compliance with such evaluation is a material obligation under this Agreement.

(b) The burden of proof as to the amount of Actual Direct Costs, and their benefit to Employee, will be on Employer.



(c) In the event Employee resigns before the end of the contract Term, Employer will provide Employee an itemized copy of the Actual Direct Costs it seeks to collect. Employer and Employee will attempt to reach agreement on the amount, which may be a lower amount than the amount Employer initially seeks to recover. Employee has the right to bring a representative of their choosing when discussing payment amounts and shall have a 14-day period to consider whether or not to bring a representative of their choosing.

(d) Amounts due to Employer will be prorated, with proration to start after 1,800 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked.

(e) If Employee is unable to immediately pay Actual Direct Costs, Employee will be allowed to pay as follows: i) 50% of advanced costs are to be paid upon termination of employment (or within 30 days thereafter); and ii). the remaining 50% to be paid within 150 days after the termination of employment.

(f) In the event that Employer is not able to deploy Employee to the United States within three years of the effective date of this Agreement, Employee shall have the option to terminate this Agreement upon reimbursing Employer for all Actual Direct Costs incurred up to the time Employee exercises such option. To exercise such option, Employee must first provide written notice to Employer of Employee's intent to exercise such option within fourteen (14) days of the third anniversary of the effective date of this Agreement. Upon submission of such written notice, Employer shall provide Employee with an itemized list of Actual Direct Costs, which Employee must pay within thirty (30) days of receipt. Employee acknowledges if this option is not properly and timely exercised, it shall expire and may not be exercised thereafter.

(g) In the event of termination of this Agreement, any outstanding payment obligations shall remain in effect until satisfied in full, and the following provisions shall remain in effect in accordance with their respective terms: Section 6; Section 13, and this Section 10.

**Section 11. Headings.**

The headings of the Sections of this Agreement (including Schedules) are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

**Section 12. Entire Agreement; Modification; Waiver.**

This Agreement contains the entire agreement between the parties concerning the subject matter hereof, and may not be modified or amended except in a writing signed by both parties. If any term in this Agreement is held by a tribunal having jurisdiction to be overbroad and/or unenforceable, the parties acknowledge and agree that the defective terms shall be modified to the extent necessary to comply with applicable law. If it is determined that any of the provisions of this Agreement are invalid or unenforceable, the remaining provisions shall survive and be given full force and effect. Failure to enforce a provision of this Agreement shall not be construed as a waiver of future enforcement of that provision or any other provision in the Agreement.

**Section 13. Governing Law; Dispute Resolution.**

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_. In the event of contract enforcement, either Employer or Employee may initiate an action in a court of competent jurisdiction in the state or federal courts in the state of \_\_\_\_\_, which shall have exclusive jurisdiction.



(b) If Employer contends that Employee has without Good Reason terminated Employee's employment before the end of the Term, Employer will offer to Employee:

- i. An opportunity for informal mediation before a third-party mediator to be selected by agreement of the parties and, if no agreement is reached, pursuant to the then-existing employment arbitration rules with Employer's mediation company of choice. The mediator's fees will be paid by the Employer and shall not be reallocated to the Employees.
- ii. Employee will be informed that Employee has the right to and will have the right to bring a representative of Employee's choosing to any discussion with the Employer or mediator regarding breach of contract or payment for the same.
- iii. If there is a dispute as to whether Employee has resigned with Good Reason, the mediator shall provide the parties the mediator's view on whether Good Reasons exists. That view shall not be preclusive or admissible for any reason in litigation. Absent agreement to adopt the mediator's view, Employee will have no payment obligation until a judicial determination is made regarding whether Employee resigned with Good Reason.

**Section 14.** Review and Revocation Period.

Employee acknowledges that Employee has had at least thirty (30) consecutive days following receipt of this Agreement to seek counsel on the contents and provisions of this Agreement and to decide whether or not to enter into this Agreement. Employee acknowledges that Employee may enter into this Agreement at any time prior to the expiration of the thirty (30) consecutive day period, and if Employee chooses to sign this agreement sooner, Employee does so completely voluntarily. Employee shall have seven (7) consecutive days after Employee signs this Agreement to revoke the Agreement. To revoke this Agreement, Employee must submit a letter of revocation, signed by Employee, by overnight courier or other postal or commercial delivery method that provides proof of delivery, to Employer's office at 1274 49<sup>th</sup> Street, Suite 539, Brooklyn, New York 11219. The written letter of revocation must be received by Employer by the end of the 7th consecutive day after you sign this Agreement. This Agreement will be "Effective" the next day following the expiration of the seven (7) consecutive day revocation period if Employee has not timely submitted a letter of revocation.

**By signing this Agreement, Employee confirms that Employee (i) has read and understood all the terms of this Agreement, and (ii) had an opportunity to consult with an attorney of his or her choosing before signing it. By signing this Agreement, Employee also confirms that Employee is committed to working for Employer for at least 5,460 hours as a Registered Nurse caring for elderly patients in a long-term care setting.**

Priority Care Staffing, LLC

BY: \_\_\_\_\_

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**SCHEDULE A**  
**TO EMPLOYMENT AGREEMENT**  
**OPTIONAL EXPENSES TO BE PAID BY EMPLOYER**

You can request Employer to pay the following expenses on your behalf, or to reimburse you for these expenses after you have completed 420 hours of employment. **You are not required** to have Employer pay or reimburse any of these expenses.

Each expense that you request Employer to pay or reimburse for you will be considered part of Employer's **Actual Direct Costs** for employing you. If you resign without **Good Reason** or are terminated **for cause** before the end of your contract, Employer can request you to pay these costs back.

The expenses in the following list are actual direct costs to Employer. All current USCIS fees are listed in [Form G-1055, fee schedule](https://www.uscis.gov/g-1055), which you can download at <https://www.uscis.gov/g-1055>.

**For each expense in the list, check one of the following:**

- **Yes** to request Employer to pay or reimburse the expense
- **No** to decline Employer's payment or reimbursement of the expense

Yes	No	Expense
<input type="checkbox"/>	<input type="checkbox"/>	Costs related to filing immigration documents – these include all of the following: <ul style="list-style-type: none"><li>• I-140 petition fee (<i>does not include asylum program fee</i>): _____</li><li>• U.S. Embassy-required medical exam: _____</li><li>• Visa screen (payable to TruMerit, formerly CGFNS): _____</li><li>• <input type="checkbox"/> Form DS-260 immigrant visa application (<i>if outside of the U.S.</i>): _____ <b>or</b> <input type="checkbox"/> Form I-485 adjustment of status (<i>if inside of the U.S.</i>): _____</li><li>• Form I-765 employment authorization document: _____</li><li>• USCIS immigrant fee: _____</li></ul>
<input type="checkbox"/>	<input type="checkbox"/>	Premium processing fee: _____ <i>Paying the premium processing fee does not guarantee that the U.S. government will approve your immigration application by a certain date. Due to uncertainty in visa availability, Employer may elect not to offer Premium Processing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	One-way airfare to the United States: to be determined <i>You will be informed of the actual cost of the flight before it is booked for you. After you have been informed of the cost, you will have an opportunity to decline having Employer pay this expense.</i>
<input type="checkbox"/>	<input type="checkbox"/>	NCLEX exam fee and processing fee: _____
<input type="checkbox"/>	<input type="checkbox"/>	English exam fee and processing fee: _____





- ☐ ☐ State nurse licensing fee: to be determined  
*You will be informed of the actual cost of the specific state licensing fee before Employer pays it for you. After you have been informed of the cost, you will have an opportunity to decline to have Employer pay the expense.*

---

Date

---

Employee's Signature



**SCHEDULE B**  
**TO EMPLOYMENT AGREEMENT**  
**RESPONSIBILITIES OF EMPLOYEE UPON COMMENCEMENT OF EMPLOYMENT**

1. Employee shall devote his/her entire professional time, skill and attention to the performance of the nursing services and other activities on behalf of Employer, including but not limited to obtaining any certifications required for Employer. Employee shall make every effort to, and shall conduct him/herself at all times so as to advance the best interests of Employer and the assigned Client(s).
2. Employee shall not, without the written consent of Employer, practice or render any service of a professional nature, except as assigned by Employer.
3. Employee will report to work at the date, time and location assigned by Employer.
4. Employee shall notify both Employer and the Client immediately upon discovering that Employee will not be able to work at a time or date that Employer has scheduled Employee to work.
5. Employee shall notify Employer, by telephone, if a Client requests Employee to work more than 40 hours in any work week. This notification requirement does not relieve Employee of Employee's duty to report to work as scheduled.
6. If any Client instructs or directs Employee to take action that Employee believes to be improper, or if any Client instructs or directs Employee to refrain from taking action that Employee thinks is necessary, or if Employee has been subject to any conduct by any Client that he/she believes to be improper or unlawful, Employee will immediately notify Employer.
7. Employee shall abide by Employer's policies and procedures applicable to similarly situated employees, which may be changed from time to time in Employer's sole discretion.
8. Employee shall at all times during the Term keep Employee's license to work as a Registered Nurse in good standing, and shall remain immigration compliant. This includes, but is not limited to, compliance with health exams, Visa screen, and any continued education as required by state licensing boards. Employee shall immediately notify Employer in writing of any investigation or inquiry involving Employee by any state or federal regulatory agency, governmental authority, or licensing authority.
9. Employee shall at all times comply with the ethics and professional standards pertaining to Registered Nurses as well as all applicable federal, state and local law.
10. Employee shall in a timely fashion prepare, maintain, and submit necessary or appropriate reports, claims, correspondence and records relating to his/her duties performed under this Agreement as may be required by Employer, all of which shall be the sole property of Employer.
11. Employee will immediately notify Employer in writing of (i) any incident or claim of wrongdoing or neglect involving Employee's provision of services under this Agreement and (ii) any investigation



or inquiry involving Employee by any state or federal regulatory agency, governmental authority, or licensing authority.

12. Employee shall be held responsible for any legal action taken against Employer due to Employee's misrepresentation of him/herself or his/her qualifications.
13. Employee understands and agrees that he/she is obligated to work the schedules and shifts assigned to him/her and that Employee may be required to work varying shifts and varying hours at Employer's sole discretion.
14. Employee shall be responsible for providing Employee's own method of reliable and timely transportation to and from any Client, including when necessary travelling between different Clients in a single day.
15. Employee must provide a reliable method for Employer to get into contact with Employee during and after work, including a mobile telephone and e-mail address.
16. Employee shall promptly provide all documents as requested by Employer during Employee's employment.
17. Employee shall comply with any additional lawful rules and requirements established by Employer.

Signatures:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Employer

## **EXHIBIT 13**

### **ASSURANCE OF DISCONTINUANCE BETWEEN DEFENDANTS AND NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL**

PEOPLE OF THE STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL  
LABOR BUREAU

---

IN THE MATTER OF THE INVESTIGATION  
OF LETITIA JAMES, ATTORNEY GENERAL  
OF THE STATE OF NEW YORK

ASSURANCE OF  
DISCONTINUANCE

OF

AOD No. 25-025

ADVANCED CARE STAFFING, LLC,  
PRIORITY CARE STAFFING, LLC, and  
SAMUEL KLEIN.

---

The Office of the Attorney General of the State of New York (“OAG”) has investigated ADVANCED CARE STAFFING, LLC (“ACS”), PRIORITY CARE STAFFING, LLC (“PCS”), and SAMUEL KLEIN, in his capacity as Chief Executive Officer of both ACS and PCS (collectively referred to herein as the “Respondents”) pursuant to New York Executive Law § 63(12).

The OAG examined whether Respondents’ employment contracts and enforcement of a provision mandating foreign-recruited nurses to pay a substantial penalty upon failure to fulfill a two-or three-year employment commitment is a violation of the Trafficking Victims Protection Act (“TVPA”) § 1589, New York contract law, and New York Executive Law § 63(12). This investigation is referred to herein as the “OAG Investigation.” As used herein, the term “Nurse” refers only to foreign nurses who live(d) or work(ed) in New York during their employment with Respondents.

This Assurance of Discontinuance (“AOD”) contains the OAG’s findings in connection with the OAG Investigation and the relief agreed to by the OAG and the Respondents (collectively,

the “Parties”). The restitution agreed to in connection with the OAG Investigation will be paid by Respondents in accordance with Paragraph 41, below.

The matters at issue in the OAG Investigation are also included as overlapping claims in *Vidal v. Advanced Care Staffing, LLC*, 22-cv-5535 (NRM)(MMH) (E.D.N.Y.) (the “Vidal Litigation”), *Miclat v. Advanced Care Staffing, LLC, et al.*, 23-cv-5296 (NRM)(MMH) (E.D.N.Y.) (the “Miclat litigation”), and the U.S. Department of Labor’s (“USDOL”) litigation against Respondents, *Su v. Advanced Care Staffing, LLC, et al.*, 23-cv-2119 (NRM) (MMH) (E.D.N.Y.) (the “USDOL litigation”). The OAG and the parties to the Vidal, Miclat and USDOL litigation participated in global settlement discussions and agreed, that Respondents will pay \$663,668.66 to the OAG as described in Paragraph 41 below in addition to the injunctive relief described in Paragraphs 18 through 40 below. The \$663,668.66 will be distributed to Nurses who paid fees to Respondents in connection with termination of employment through the execution date of this AOD (the “Effective Date”). The parties anticipate that USDOL’s litigation will be resolved through a Consent Judgment, which will set forth the settlement terms of that litigation. The USDOL will deem the \$663,668.66 paid to the OAG to satisfy in full Respondents’ payment obligations under that Consent Judgment. The Vidal and Miclat litigation will recover an additional amount and seek approval of their settlement.

## **OAG’S FINDINGS**

### **Introduction and Background**

1. Advanced Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Advanced Care Staffing has its principal place of

business located at 1000 Gates Avenue, 5<sup>th</sup> Floor Brooklyn, NY 11221. Advanced Care Staffing is an employer within the meaning of the New York Labor Law (“NYLL”).

2. Priority Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Priority Care Staffing has its principal place of business located at 241 W 37th St Suite 1001, New York, NY 10018. Priority Care Staffing is an employer within the meaning of the New York Labor Law (“NYLL”).

3. Samuel Klein is Chief Executive Officer of Advanced Care Staffing and Priority Care Staffing. He has held the position since at least 2017 and was involved in the hiring, firing, and supervision of employees, as well as setting the employees’ rates of pay.

4. Respondents employ foreign nurses and place nurses at nursing home and long-term care facilities. Respondents contract with health care facilities to provide them with staffing while remaining the direct employer of the nurses placed at client facilities.

5. The OAG commenced its investigation in July 2023. It covers the time period of July 26, 2013 through May 28, 2025 (the “Relevant Period”). During the Relevant Period, Respondents recruited nurses from abroad and offered to sponsor nurses for visas leading to permanent residence in the U.S. Under these arrangements, Respondents covered (among other things) the costs associated with the nurses’ immigration processes and applications and travel to the United States.

#### **Practices Related to Employment Contracts with Foreign Nurses**

6. The TVPA § 1589 prohibits providing or obtaining the labor or services of a person by using: force, threats of force, physical restraint, or threats of physical restraint; serious harm or threats of serious harm; the abuse or threatened abuse of law or legal process; or, any scheme, plan,

or pattern intended to cause the person to believe that, if that person did not perform such labor or services, that person would suffer serious harm or physical restraint. 18 U.S.C. § 1589(a).

7. Based on its investigation of Respondents, the OAG concluded that Respondents violated the TVPA and Executive Law § 63(12), insofar as Nurses recruited by Respondents experienced sufficiently serious actual or threatened financial harm by virtue of their contracts with Respondents.

8. Specifically, between 2019 and 2022, Respondents provided employment contracts to foreign nurse recruits that included a mandatory repayment provision, which obligated a Nurse to pay \$20,000 if they resigned (unless ACS failed to complete the immigration sponsorship or if ACS failed to pay wages in accordance with federal and state law) or were fired for cause before the end of their two (2) or three (3) year contract terms.

9. Between 2022 and the present, Respondents amended their existing contract to no longer contain a specific dollar amount penalty provision but the contract still imposed on Nurses who resigned (unless ACS failed to complete the immigration sponsorship or if ACS failed to pay wages in accordance with federal and state law) or were fired for cause before the end of the contractual term damages of an unknown magnitude and lost profits. The contract required disputes to be arbitrated, required nurses to pay fees to participate in arbitration, and contained a “loser pays” provision, which held nurses responsible for attorney’s fees and arbitrator’s fees in the event they were found liable for termination damages in arbitration.

10. Respondents used the amended version of the contract with new hires. Respondents effectively continued to enforce the \$20,000 penalty by sending letters and emails indicating that they would seek at least as much in arbitration if the nurses did not reconsider their resignation.



11. Samuel Klein is individually liable for the violations given his role in the hiring, firing, and supervision of employees and his role in setting employees' rates of pay.

12. To resolve the OAG's investigation without the necessity of prolonged and expensive litigation and in exchange for the consideration provided herein, Respondents have agreed to enter into this AOD. As regards the allegations in Paragraphs 7 through 11, the OAG, ACS, PCS, and Samuel Klein acknowledge and agree that this AOD does not constitute an adjudication by a Court, agency, or any other adjudicatory body.

13. Based on the foregoing, the Attorney General has concluded that Respondents engaged in persistent and repeated illegality in violation of Executive Law § 63(12) and the Trafficking Victims Protection Act ("TVPA") § 1589, insofar as Nurses recruited by Respondents experienced sufficiently serious actual or threatened financial harm by virtue of their contracts with Respondents.

14. The OAG finds the relief and agreements contained in this AOD appropriate and in the public interest. THEREFORE, the OAG is willing to accept this AOD pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Executive Law § 63(12) based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

**RELIEF**

**Entities Bound By the AOD**

15. This AOD binds Samuel Klein, individually, Advanced Care Staffing, and Priority Care Staffing, their successors and assigns as well as (in their capacities as agents and/or owners of Respondents) their principals, directors, beneficial owners, officers, and shareholders.

**Compliance with TVPA and Other Laws Governing Employment Practices**

16. Respondents hereby acknowledge that they understand and will comply with all applicable federal, state, and local laws, including but not limited to the TVPA and the NYLL. Respondents agree and acknowledge that any violation of such laws is a violation of this AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in Paragraph 14, in addition to any other appropriate investigation, action, or proceeding.

17. Respondents agree to comply with all provisions of NYLL § 167 and will make any related records available to the OAG upon reasonable request, including but not limited to notice to employees of the restrictions on consecutive hours of work for nurses and full access to the contact information of their employees to reach them through mail, telephone, or electronic means.

**Programmatic Relief**

18. Respondents will begin to implement the relief described in Paragraphs 19 to 40 *infra* within 30 days of the full execution of this AOD (the “Effective Date”), unless otherwise specified.

19. Respondents will remove from the current employment contract and will not include in any future employment contracts with Nurses:

- a. The arbitration provision, including any requirement for Nurses to participate in arbitration proceedings to determine the amount of damages owed to Respondent due to breach of contract, any requirement for Nurses to pay Respondent’s attorneys’ fees in an arbitration proceedings, and any requirement for Nurses to pay arbitration fees.
- b. The provision enabling Respondents to recover lost profits from a breach of contract with Nurses.

- c. The provisions from its contracts prohibiting Nurses from working for a competitor after the Nurse ceases employment with Respondents.
- d. Any provision that has the same or similar intent or meaning as the prohibited terms set forth in subsections 19(a) through 19(c), above; provided, however, that a contract with a current or future Nurse that is consistent with Paragraphs 29-32 shall not need be deemed to violate this Paragraph 19.

20. Respondents will include in future agreements with Nurses a clear, easy-to-understand Exhibit that (a) informs the Nurse of the cost of each benefit being offered (and, in the event of an airplane ticket, which may have a variable expense associated, the Nurse will be informed of the actual cost of the flight before it is booked on the Nurse's behalf), (b) states that the Respondents may (in the event of a breach) seek to recover the costs of the benefits, and (c) offers a simple OPT-IN or OPT-OUT option (e.g., via checkboxes) of each of those expenses. In no circumstance will a Nurse be required to have the Respondent incur any of the enumerated expenses on the Nurse's behalf. Respondents will submit the proposed Exhibit to the OAG within 30 days of the Effective Date. OAG will promptly review the policies in good faith and approval will not unreasonably be denied. Within 60 days of receipt of the proposed Exhibit, OAG will discuss with Respondents any changes to the proposed policies, and the OAG and Respondents will work in good faith to resolve any disputes around such changes.

21. If Respondents contend that a Nurse has without Good Reason terminated their employment before the end of the stated contract term, the Respondents will offer to the Nurse:

- a. An opportunity for informal mediation before a third-party mediator to be selected by agreement of the parties and, if no agreement is reached, pursuant to the then-existing employment arbitration rules with the Respondent's mediation company

of choice. The mediator's fees will be paid by the Respondents and shall not be reallocated to the Nurses.

- b. Nurses will be informed that they have the right to and will have the right to bring a representative of their choosing to any discussion with the Respondents or mediator regarding breach of contract or payment for the same. If the Nurse chooses not to bring a representative, they must acknowledge in writing (which may be electronic) that they have the right to a representative but are choosing not to have one (or, if the Nurse does not so acknowledge, Respondents must retain a copy of the email in which Respondents informed the Nurse of this option and requested the Nurse's acknowledgement). Notice will be provided at least 14 days in advance of any such meeting or mediation so that the Nurse will have a meaningful opportunity to choose a representative. Respondents will submit a proposed notice of rights to the OAG within 30 days of the Effective Date. OAG will promptly review the policies in good faith and approval will not unreasonably be denied. Within 60 days of receipt of the proposed notice of rights, OAG will discuss with Respondents any changes to the proposed notice of rights, and the OAG and Respondents will work in good faith to resolve any disputes around such changes. For the avoidance of doubt, each party to the mediation will bear the fees and costs of the representative (if any) that they bring to the mediation.
22. Respondents will designate a compliance officer and clear procedures for employees to report concerns.
23. Respondents will engage a community-based organization to provide periodic trainings to employees on their rights under the law and under the agreement.

24. Respondents will train their office staff and supervisory employees on the changes to terms of Respondents' employment contract terms pursuant to Paragraphs 19 to 21 and 29 to 39.

25. Respondents will provide notice to currently employed Nurses regarding the changes to Respondents' employment contract terms pursuant to Paragraphs 19 to 21 and 29 to 39, within 30 days of the Effective Date, and will make signed acknowledgements (which may be in electronic form) available to the OAG within 60 days of the Effective Date. If the Nurse does not sign the acknowledgement, Respondents must retain a copy of the email in which Respondents informed the Nurse of this option and requested the Nurse's acknowledgement. Respondents will submit a proposed notice to the OAG within 30 days of the Effective Date. OAG will promptly review the policies in good faith and approval will not unreasonably be denied. Within 60 days of receipt of the proposed notice, OAG will discuss with Respondents any changes to the proposed notice, and the OAG and Respondents will work in good faith to resolve any disputes around such changes.

26. Respondents will entirely forgive the debt of Nurses formerly employed by Respondents who, as of the Effective Date, Respondents contend owe money in connection with leaving before completing their contractual period.

27. Respondents will provide a complete and up-to-date list of all Nurses who have paid fees to Respondents following termination of employment with Respondents during the Relevant Period. Samuel Klein will provide the OAG with the Affirmation attached hereto as Exhibit 1. Respondents will submit the list of formerly employed Nurses and Samuel Klein's affirmation to the OAG within 30 days of the Effective Date.

28. As to those Nurses who, as of the Effective Date, are current employees, Respondents will only be able to collect agreed upon Actual Direct Costs absent resignation for Good Reason. *See infra*, Paragraph 36(c). Currently employed Nurses will also receive all post-hire non-monetary relief provided in Paragraphs 19 to 25 and 29 to 39.

29. Respondents will make an express statement in their contracts and notices of contract amendments that Respondents will not be entitled to and will not pursue the following categories of damages with respect to any current, former, or future employee Nurse:

- a. Lost Profits or overhead costs
- b. Attorneys' Fees and Costs, or other costs of collection or interest
- c. Costs of hiring a replacement or upfront indirect costs of having recruited or hired the worker (other than as specified in Paragraphs 31 to 32).

30. Respondents' contract will state that, except for resignations for Good Reason (defined below) the Nurse's repayment obligations will be Actual Direct Costs.

31. Actual Direct Costs shall mean documented expenses that (1) the Respondents have actually incurred and paid to a third party, and (2) are primarily for the benefit of the worker and not primarily for the Company's benefit. Actual Direct Costs will be limited to the following categories, subject to an overall Cap of \$5,000, increased annually by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJ-PA metro area:

- a. One-way airfare to the United States;
- b. National Council Licensure Examination ("NCLEX") Exam Fee and Processing Fee;

- c. English Exam Fee and Processing Fee;
  - d. State Nurse Licensing Fee;
  - e. Nursing License by Endorsement to the extent requested by the Nurse. Respondents will never require a Nurse to seek License by Endorsement; this is applicable only to Nurses who request to be placed in a state different from where they are currently licensed;
  - f. Premium Processing Fee for Immigrant Petition for Alien Worker, to the extent requested by the Nurse. Respondents have never and will never require a Nurse to request Premium Processing; further, Respondents will add language to the Opt-In/Opt-Out Form stating that the Premium Processing fee does not guarantee that the United States government will process or approve their immigration application by a date-certain);
  - g. Upon selection by the Nurse, either (1) cash advance for rent and living expenses; or (2) actual costs paid to a third party on the Nurse's behalf for rent and living expenses;
  - h. Immigration filing-related costs (only applicable to costs for immigration statuses that provide United States lawful permanent resident status);
32. Notwithstanding the foregoing, Respondents will not be able to recover costs for the following as Actual Direct Costs from current or future employee Nurse:
- a. Asylum program fee for Immigrant Petition for Alien Workers;
  - b. Transportation to or from the Airport, including cabs and car services;
  - c. Respondents' Concierge Services, including monthly fees for assistance from Advanced Care Staffing or Priority Care Staffing Staff with completing paperwork,

providing information and resources for moving, and providing information to assist Nurses with transition to New York and the United States;

- d. Nursing License by Endorsement, if not requested by the Nurse;
- e. Premium Processing fee for Immigrant Petition for Alien Worker, if not requested by the Nurse; and
- f. Any costs prohibited by 20 C.F.R. § 656.12.

33. The burden of proof as to the amount of Actual Direct Costs, and their benefit to the employee Nurse, will be on Respondents.

34. Respondents will not seek to recoup any Actual Direct Costs not disclosed in advance to the Nurse prior to commencing employment and prior to advancing those costs. All Nurses will have the option to elect which Actual Direct Costs they wish Respondents to advance prior to signing their employment contract and then will have the option to decline any advance before Respondents expend it.

35. In the event a Nurse resigns before the end of the contract term, Respondents will provide the Nurse an itemized copy of the Actual Direct Costs they seek to collect. Respondents and the Nurse will attempt to reach agreement on the amount, which may be a lower amount than the amount Respondents initially seek to recover. The Nurse will be given an opportunity to have a representative of their choosing and a meaningful opportunity to choose a representative prior to discussion of payment amounts. *See* Paragraph 21(b).

36. Respondents will also include the following protections in their contracts with future Nurses and will provide current Nurses with notice that their contracts have been amended accordingly to include these terms (*see* Paragraph 25):



- a. No repayment in event of long-term disability (as defined in Respondents' then-existing long-term disability plan) or death;
- b. No repayment if the Nurse is terminated without cause;
- c. No repayment if the Nurse resigns for "Good Reason." Good Reason includes:
  - i. A demonstrated long-term (i.e., more than six months) need to need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Respondents offer the Nurse a job in the relocated location, it shall not be "good reason");
  - ii. Respondents materially breach contract after the Nurse provides notice of breach and Respondents fail to cure the breach within 10 business days;
  - iii. Nurse demonstrates a good faith reasonable belief that they were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety, after Nurse provides notice of breach (to the extent notice and cure is practicable) and Respondents fail to cure the breach within 10 business days.
  - iv. Nurse demonstrates a good faith and reasonable belief that their placement violates the NYLL, including as to mandatory overtime, day of rest, and meal breaks, after the Nurse provides notice of breach (to the extent notice and cure is practicable) and Respondents fail to cure the breach within 10 business days;
  - v. Nurse demonstrates a good faith and reasonable belief that they are subject to illegal discrimination after Nurse provides notice of breach (to the extent

notice and cure is practicable) and Respondents fail to cure the breach within 10 business days;

vi. Respondents or client facility fail to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after Nurse provides notice of breach (to the extent notice and cure is practicable) and Respondents fail to cure the breach within 10 business days;

d. If there is a dispute as to whether a Nurse has resigned with Good Reason, the mediator shall provide the parties the Mediator's view on whether Good Reasons exists. That view shall not be preclusive or admissible for any reason in litigation. Absent agreement to adopt the Mediator's view, the Nurse will have no payment obligation until a judicial determination is made regarding whether the Nurse resigned with Good Reason.

37. Respondents will agree to pro-ration on amounts owed by employee Nurses, with proration to start after 900 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked. By way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 750 hours worked, then the Nurse's repayment obligation shall be \$5,000. Also, by way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 1,050 hours worked, then the Nurse's repayment obligation shall be \$5,000 less \$138.88 (which represents 1/36th of \$5,000).

38. Respondents will agree to allow Nurses to pay Actual Direct Costs on Payment plans as follows:

- a. 50% of advanced costs are to be paid upon termination of employment (or within 30 days thereafter); and
  - b. The remaining 50% to be paid within 150 days after the termination of employment.
39. Respondents will agree to limit contract terms to 5,460 hours worked, inclusive of hours actually worked by Nurses, including overtime hours.
40. This forward-looking relief does not absolve Respondents of complying with relevant laws, including the anti-trafficking laws, and nothing in this programmatic relief is intended to suggest that any individual Nurse recruited by or employed by Respondents in the future may not experience coercion rising to the level of “serious harm” depending on the Nurse’s particular circumstances and working conditions.

**Monetary Payment**

41. Respondents agree to pay \$663,668.66 (Six Hundred Fifty-Three Thousand and One Hundred and Sixty-Eight Dollars and Sixty-Six Cents) in resolution of the OAG Investigation, which will be paid directly to the OAG within thirty (30) days of the date of the execution of the AOD (Effective Date”). The Monetary Payment will be used for distribution as restitution to current and former employee nurses for violations of the TVPA for the time period December 1, 2019, through Effective Date. The parties anticipate that USDOL’s litigation will be resolved through a Consent Judgment, which will set forth the settlement terms of that litigation. The USDOL will deem the \$663,668.66 paid to the OAG to satisfy the full amount of damages due to nurses related to the USDOL litigation.

42. Payments shall be made by wire transfer, attorney check, corporate or certified check, or bank draft, which shall be made payable to the “State of New York” and shall reference AOD No. 25-025. Payment shall be addressed to the attention of:

Erika E. Vera Livas  
Assistant Attorney General  
Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005  
Erika.VeraLivas@ag.ny.gov

The payment and all correspondence related to this AOD must reference “AOD No. 25-025.”

43. The OAG has the sole discretion to determine which nurses shall be eligible for restitution and to determine such amount of such restitution. No amount shall revert to Respondents.

44. Respondents agree to provide reasonable cooperation necessary to locate and contact current and former employee nurses who may be eligible for a restitution, including providing for each worker their last known address, last known telephone number, last-known email address, social security number, preferred language, last-known bank routing number, and last-known bank account number. Respondents will also provide to current employees any information related to the factual details of the AOD as OAG may request.

### **Monitoring and Oversight**

45. Respondents will implement the relief described in Paragraphs 46 to 49, for three years from the Effective Date.

46. Periodic Compliance Reports: Advanced Care Staffing and Priority Care Staffing shall provide to the OAG a report detailing their compliance with the requirements set forth in this AOD, Paragraphs 18 to 39 (Programmatic Relief) within six months of the Effective Date. This report shall be in writing and shall set forth in detail the manner and form of compliance with this AOD and shall be signed by Advanced Care Staffing and Priority Care Staffing.

47. Thereafter, a report of compliance shall be submitted to the OAG every six months for three years from the Effective Date. Along with each six-month report, Advanced Care Staffing and Priority Care Staffing shall submit the following supporting documents to the OAG:

- a. A report that includes any amounts collected from Nurses following termination of employment, the basis for collecting those amounts, and the procedures used to collect from Nurses for the previous six months;
- b. A report that includes any complaints made by Nurses through the formal reporting channel set forth in Paragraph 22 regarding Respondents' failure to comply with any term of the Programmatic Relief section of this AOD (Paragraphs 18-40).
- c. A report that includes any complaints made by Nurses through the formal reporting channel set forth in Paragraph 22 regarding any matter besides those covered by the Programmatic Relief section of this AOD, including any complaints of workplace violations of health and safety rules or otherwise significant workplace threats to health or safety, including patient safety; violations of the NYLL, including as to mandatory overtime, day of rest, and meal breaks; illegal discrimination; or Respondents' or client facilities' failure to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave
- d. A report that includes any complaints made by Nurses regarding denials of a Nurse's request to terminate their contract without payment due to a family member's serious illness or a spouse's mandatory relocation for work (and Respondents not offering an alternative job in the relocated location) during the previous six months;

e. A report that includes any complaints made by Nurses regarding alleged material breaches of the employment contract (after the required notice and cure period) made by Respondents during the previous six months;

48. Periodic Certification of Compliance: Advanced Care Staffing and Priority Care Staffing shall provide the OAG with a certification affirming its compliance with the requirements set forth in Paragraphs 18 to 40 (Programmatic Relief) within six months of the Effective Date. This certification shall be in writing and signed by Advanced Care Staffing and Priority Care Staffing. Thereafter, a certification of compliance shall be submitted to the OAG every six months at the same time as the periodic reports described in paragraphs 46 and 47, for three years from the Effective Date.

49. Compliance Reports or Certification of Compliance on Demand: At any time for three years from the Effective Date, upon 30 days' written notice from the OAG, Advanced Care Staffing and Priority Care Staffing shall provide the OAG with a compliance report or certification affirming their compliance with the requirements set forth in this AOD, Paragraphs 18 to 40 (Programmatic Relief).

50. Advanced Care Staffing and Priority Care Staffing expressly agree and acknowledge that a default in the performance of any obligation under this AOD is a violation of the AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in Paragraph 14, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the AOD has been violated shall constitute prima facie proof of the statutory violations described in Paragraph 13 pursuant to Executive Law § 63(15). Notwithstanding the foregoing, upon any default in the performance of any obligation, the OAG shall give Advanced Care Staffing and/or Priority Care Staffing written notice of such default via first class mail and e-

mail, which shall be effective three days from the mailing of first class mail, after which Advanced Care Staffing and/or Priority Care Staffing shall have 15 days to cure such default.

**No Retaliation**

51. Respondents agree that they shall comply with NYLL §§ 215 and 740 and shall not in any manner discriminate or retaliate against any of their employees, including but not limited to employees or former employees who cooperated or are perceived to have cooperated with the OAG's investigation of this matter. Respondents agree not to discharge, refuse to hire, or take any adverse action against any of these employees except for legitimate, non-discriminatory reasons unrelated to the OAG Investigation or to any past, present, or future participation in any activities involving the exercise of their legal rights under the TVPA, the NYLL, and New York contract law.

**Ongoing Cooperation**

52. Respondents agree to cooperate with all reasonable ongoing requests by the OAG for information related to this investigation and to ensure compliance with this AOD. Respondents also agree to cooperate fully and truthfully with the OAG's investigations of individuals and entities that are not a party to this AOD. Upon reasonable notice, Respondents shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Respondents further agree to furnish to the OAG, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of its practices relating to contract provisions and the collection of termination fees from Nurses described in Paragraphs 8

to 9 that they have undertaken, or that have been performed by another on their behalf. Respondents agree that the OAG shall have full access to the contact information of their employees to reach them through mail, telephone, or electronic means.

**Penalty for Non-Compliance**

53. If an OAG inspection shows a material violation (after the notice and cure provision below) of Paragraphs 18 to 40 (Programmatic Relief) of this AOD, Respondents agree to pay \$20,000 in liquidated damages for each category of violation, separate and apart from any other penalty or damages associated with the violation, provided that prior to any assessment of liquidated damages, the OAG provides written notice of such violation via first class mail and e-mail at the address provided in Paragraph 67, effective the date e-mail notice is sent, after which Respondents shall have 15 days to cure the violation.

**MISCELLANEOUS**

**Representations and Warranties**

54. The OAG has agreed to the terms of this AOD based on, among other things, the representations made to the OAG by Respondents and the OAG's own factual investigation as set forth in Paragraphs 1 through 11, above. Respondents represent and warrant that neither they nor their counsel have made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondent or their counsel are later found to be inaccurate or misleading, this AOD is voidable by the OAG in its sole discretion.

55. No representation, inducement, promise, understanding, condition, or warranty not set forth in this AOD have been made or relied upon by Respondents in agreeing to this AOD.

56. Respondents represent and warrant, through the signatures below, that the terms and conditions of this AOD are duly approved and execution of this AOD is duly authorized.



**Effects of AOD**

57. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this AOD shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all provisions of this AOD to be performed by Respondents.

**Subsequent Proceedings**

58. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this AOD, for violations of the AOD (after the notice and cure process set forth in Paragraph 50), or if the AOD is voided pursuant to Paragraph 54, and agree and acknowledge that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this AOD through the date that the OAG provides notice of the violation of the AOD;
- b. the OAG may use statements, documents, or other materials produced or provided by Respondents prior to or after the Effective Date of this AOD except for settlement communications;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue;
- d. evidence of a violation of this AOD shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

59. If a court of competent jurisdiction determines that Respondents have violated the AOD, Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such

determination and of enforcing this AOD, including without limitation legal fees, expenses, and court costs.

**General Principles**

60. Unless a term limit for compliance is otherwise specified within this AOD, Respondents' obligations under this AOD are enduring. Nothing in this AOD shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

61. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Respondents violate the AOD after the Effective Date.

62. This AOD may not be amended except by an instrument in writing signed on behalf of the parties to this AOD.

63. In the event that any one or more of the provisions contained in this AOD shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this AOD.

64. Respondents acknowledge that they have entered this AOD freely and voluntarily and upon due deliberation with the advice of counsel.

65. This AOD shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

66. The AOD and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

67. All notices, reports, requests, and other communications to any party pursuant to this AOD shall be in writing and shall be directed as follows:

From the Respondents to the Attorney General:

New York State Office of the Attorney General  
Erika E. Vera Livas, Assistant Attorney General  
Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005

Or

Erika.VeraLivas@ag.ny.gov

From the Attorney General to the Respondents:

David Kelley  
O'Melveny & Myers LLP  
1301 Avenue of the Americas, Suite 1700  
New York, NY 10019  
dkelley@omm.com

Any changes in the person to whom communications should be specifically directed shall be made in writing in advance of the change

58. This AOD may be electronically signed, and any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

59. This AOD may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, this AOD is executed by the parties hereto on May 28, 2025.

**LETITIA JAMES**

Attorney General of the State of New York


By:

  
**Erika E. Vera Livas**

Assistant Attorney General  
Labor Bureau

28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005  
Phone: (212) 416-8703

Dated: May 29, 2025

By:   
\_\_\_\_\_  
Samuel Klein, Individually and on  
behalf of Advanced Care Staffing, LLC  
and Priority Care Staffing, LLC

Date 5/28/25

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

*Exhibit A: Affirmation*

PEOPLE OF THE STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL  
LABOR BUREAU

---

IN THE MATTER OF THE INVESTIGATION OF  
LETITIA JAMES, ATTORNEY GENERAL OF THE  
STATE OF NEW YORK

AFFIRMATION IN SUPPORT OF  
ASSURANCE OF  
DISCONTINUANCE  
AOD No. 25-025

OF

ADVANCED CARE STAFFING, LLC, PRIORITY  
CARE STAFFING, LLC, and SAMUEL KLEIN.

---

Samuel Klein, being duly sworn, deposes and says the following:

1. I am the Chief Executive Officer of ADVANCED CARE STAFFING (“ACS”) and PRIORITY CARE STAFFING (“PCS”) and have authority to sign on behalf of ACS and PCS.
2. I reside in the State of New York.
3. Advanced Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits (among other individuals) trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Advanced Care Staffing has its principal place of business located at 1000 Gates Avenue, 5th Floor Brooklyn, NY 11221.
4. Priority Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits (among other individuals) trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Priority Care Staffing has its principal place of business located at 241 W 37th St Suite 1001, New York, NY 10018.
5. Between 2019 and the present, ACS and PCS provided employment contracts to foreign nurse recruits through which ACS and PCS were obligated to pay, advance or reimburse

*Exhibit A: Affirmation*

certain costs on behalf of the nurses (including immigration and travel related-expenses) and the nurses were obligated to pay damages (which included the aforementioned costs and alleged lost profits), with certain exceptions, if they did not fulfill their 2-or-3-year employment contracts.

6. Since December 1, 2020, ACS and PCS have collected \$663,668.66 from seventy-one nurses on whose behalf ACS and PCS paid, advanced, or reimbursed various costs pursuant to the above-referenced contracts and who, ACS and PCS contend, terminated the employment contract before the end of the 2-or-3 year terms of their respective contract.

7. Other than the amounts referenced in Paragraph 6 above, to my knowledge (including after diligent investigation) ACS and PCS have not enforced or collected upon the repayment provision since at least December 1, 2020 through legal or non-legal processes.

By:   
\_\_\_\_\_  
Samuel Klein

*Exhibit A: Affirmation*

**PERSONAL ACKNOWLEDGMENT OF SAMUEL KLEIN**

STATE OF New York )  
 ) SS:  
COUNTY OF Kings )

On the 28 day of May, 2025 before me personally came Samuel Klein, to me known who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he is the individual described in and who executed the foregoing Affirmation in Support of Assurance of Discontinuance, and duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

TINA TAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01TA6364934  
Qualified in Kings County  
Commission Expires: September 25, 2028

**EXHIBIT 14**

**CONSENT JUDGMENT BETWEEN DEFENDANTS  
AND U.S. DEPARTMENT OF LABOR**



UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

LORI CHAVEZ-DEREMER,  
Secretary of Labor,  
United States Department of Labor,

*Plaintiff,*

v.

ADVANCED CARE STAFFING, LLC, et al.

*Defendants.*

No. 23-cv-2119 (NRM) (MRH)

**CONSENT JUDGMENT**

Plaintiff LORI CHAVEZ-DEREMER, Secretary of Labor, United States Department of Labor (the “Secretary”) has filed her Complaint and defendants ADVANCED CARE STAFFING, LLC (“ACS”) and PRIORITY CARE STAFFING, LLC (“PCS”) (together, “Defendants”) appeared by counsel, filed their answer, and hereby agree to the entry of this Consent Judgment in full settlement of the claims that have been made or asserted in this action.

Defendants acknowledge that they have notice of, and understand, the provisions of this Consent Judgment, acknowledge their responsibilities pursuant to this Consent Judgment, and acknowledge that they may be subject to sanctions in contempt of this Court and may be subject to punitive damages if they fail to comply with the provisions of this Consent Judgment.

Defendants submit to the jurisdiction of this Court over them and over the subject matter of this action. Defendants admit that this Court has the authority to enter and enforce this Consent Judgment and that this Court is the most appropriate venue for any enforcement action that may be required as a result of this Consent Judgment.

Defendants admit that from March 21, 2021 to at least April 22, 2025 (the “relevant time

period”) they were employers within the meaning of Section 3(d) of the Fair Labor Standards Act (the “FLSA”), 29 U.S.C. § 203(d). Defendants admit that during the relevant time period they were a covered enterprise under sections 3(r) and 3(s) of the FLSA and that the provisions of the FLSA apply to them.

To resolve this Action without the necessity of prolonged and expensive litigation, Defendants have agreed to enter into this Consent Judgment.

It is, therefore, upon motion of the attorneys for the Secretary and for good cause shown, ORDERED that:

1. Defendants (and, to the extent that they have received notice of the terms of this paragraph, Defendants’ officers,<sup>1</sup> employees, agents, and those persons in active concert or participation with Defendants) are permanently enjoined and restrained from violating the provisions of sections 6, 7, 11(c), 15(a)(2), 15(a)(3), and 15(a)(5) of the FLSA, in any of the following manners:

a. Defendants shall not, contrary to section 6 of the FLSA, pay any of their employees at a rate less than the applicable statutory minimum wage now, or which in the future becomes, prescribed by section 6 of the FLSA.

b. Defendants shall not, contrary to section 7 of the FLSA, employ any of their non-exempt employees for workweeks longer than the hours now, or which in the future become, applicable under sections 7 and 15(a)(2) of the FLSA, unless the employees receive compensation for their employment in excess of the prescribed hours at rates not less than one and one-half times the employees’ regular rates.

---

<sup>1</sup> The parties understand and agree that Samuel Klein, who will execute this Consent Judgment on behalf of both Defendants, has received notice of the terms of this paragraph and is bound by the injunctive terms in this Consent Judgment, including Paragraph 3.

c. Defendants shall make, keep, and preserve adequate records of their employees and of the wages, hours, and other conditions and practices of employment, as prescribed by the FLSA and its regulations.

d. Defendants shall not discharge or take any retaliatory action against any employee because such employee engaged in or is believed to have engaged in any of the following activities:

- i. Discloses, protests, or threatens to disclose or protest, to a supervisor or to a public agency, any activity, policy, or practice of Defendants or another employer with whom Defendants have a business relationship, that the employee reasonably and in good faith believes is in violation of the FLSA or a rule or regulation promulgated pursuant to the FLSA;
- ii. Provides information to, or testifies before, any public agency or entity conducting an investigation, hearing, or inquiry into any alleged violation of the FLSA or a rule or regulation promulgated pursuant to the FLSA, by Defendants or another employer with whom Defendants have a business relationship; or
- iii. Objects to, or refuses to participate in any activity, policy, or practice that the employee reasonably and in good faith believes is in violation of the FLSA or a rule or regulation promulgated pursuant to the FLSA.

e. Defendants shall not seek recovery from any workers for any of the following “prohibited amounts”: Defendants’ overhead, lost/future/anticipated profits, the costs of recruiting or hiring a replacement worker, or the indirect upfront costs of having recruited or hired the worker. Defendants shall not seek recovery from any workers for the

costs of collection (including attorneys' fees, arbitration costs, and interest allegedly accrued through the date of an employee's alleged breach) of any prohibited amounts. Defendants shall not enforce any provisions of current contracts purporting to permit Defendants to recover the above prohibited amounts from workers, or to recover from workers the costs of collection of any of the above prohibited amounts (including attorneys' fees, arbitration costs, and interest allegedly accrued through the date of an employee's alleged breach).

2. Defendants have already paid \$663,668.66 to the Office of the Attorney General of the State of New York ("OAG") in resolution of an OAG investigation (AOD No. 25-025, May 29, 2025). The parties have reached a compromise agreement that, from that \$663,668.66 payment, Defendants shall have been deemed to have paid wages to the former employees listed in Exhibit A, attached hereto, in the amount of \$71,828.90 plus an equal additional amount of liquidated damages of \$71,828.90, for a total amount of \$143,657.80, in full satisfaction of the Secretary's FLSA claims for back wages and liquidated damages in this Action. Pursuant to the terms of the OAG's Assurance of Discontinuance with Defendants and negotiations between and among DOL, Defendants, and OAG, the OAG will distribute (or is in the process of distributing) the \$663,668.66 to the affected employees, who include all of the employees as listed in Exhibit A to this Consent Judgment. The parties agree that Defendants' payment of the \$663,668.66 to the OAG fully satisfies Defendants' payment obligations for all claims for FLSA back wages and liquidated damages brought in this Action and owing under this Consent Judgment.

3. Defendants, and anyone acting on their behalf, shall not directly or indirectly solicit or accept the return or refusal of any sums paid pursuant to paragraph 2 of this Consent Judgment or of any of the \$663,668.66 paid to the OAG pursuant to the OAG's Assurance of Discontinuance

with Defendants. Defendants, and anyone acting on their behalf, shall not threaten or imply that adverse action will be taken against anyone because of their receipt of funds due under paragraph 2 of this Consent Judgment or the FLSA. Violation of this Paragraph may subject Defendants to equitable and legal damages, including punitive damages and civil contempt.

4. By 90 days after the entry of this Consent Judgment, Defendants shall provide a training for all ACS and PCS office staff (besides office personnel who have no interactions with nurses or prospective nurses) and supervisory employees on the terms of this Consent Judgment including but not limited to the anti-retaliation provisions of paragraph 1(d) and the prohibition on recovery of certain costs from employees described in paragraph 1(e). Defendants will confirm (via email to Debbie Lau, [lau.debbie@dol.gov](mailto:lau.debbie@dol.gov), and Jason Glick, [glick.jason.e@dol.gov](mailto:glick.jason.e@dol.gov)) that the training has been completed, and will confirm that all of ACS and PCS's office and supervisory employees have been trained pursuant to this Paragraph of the Consent Judgment (or, if any office employees are not included in the training, identifying the position of such employees and confirmation that they do not interact with nurses or prospective nurses), the date(s) the training took place, the topics of the training (without revealing any privileged content), and the name and contact information for the person(s) who provided the training.

5. Defendants will specify in all future contracts with their clients dated after entry of this Consent Judgment that compliance with applicable laws includes a requirement to comply with any investigation conducted by the U.S. Department of Labor relating to Defendants' employees, including freely interviewing Defendants' employees working at the client's facilities, timely providing documents upon request, and prohibiting retaliation. For the avoidance of doubt, nothing in this Consent Judgment shall require (and the U.S. Department of Labor will not require) Defendants to terminate any contract with clients, beyond any existing provisions in Defendants'

contracts that may provide for termination in the event of breach.

6. By 45 days after the entry of this Consent Judgment, Defendants will designate a compliance officer with sufficient experience and authority, whose duties will include promptly addressing employee concerns of wage or safety issues, establishing clear procedures for employees to report such concerns free from retaliation, and ensuring compliance with the other provisions of this Consent Judgment, including but not limited to paragraphs 1(e), 4, 5, 7, and 8.

7. For three years from the date of entry of this Consent Judgment, Defendants will make periodic written reports on dates listed below to the U.S. Department of Labor, by email to Debbie Lau, [lau.debbie@dol.gov](mailto:lau.debbie@dol.gov), and Jason Glick, [glick.jason.e@dol.gov](mailto:glick.jason.e@dol.gov), enumerating any amounts collected during the previous six months by any Defendant from employees for any asserted breach of contract, the basis for the Defendant collecting those amounts, and the procedures used by Defendants to collect such amounts. ACS and PCS will sign the written reports, which shall be due on the following dates (or dates as amended in writing by the Parties):

Report 1	November 29, 2025
Report 2	May 29, 2026
Report 3	November 29, 2026
Report 4	May 29, 2027
Report 5	November 29, 2027
Report 6	May 29, 2028

8. If they have not already done so by the date this Consent Judgment is ordered, Defendants shall provide notice to affected employees that they are being released from any provisions of current contracts purporting to permit Defendants to recover amounts from employees for Defendants' overhead, lost/future/anticipated profits, the costs of recruiting or hiring a replacement, the indirect upfront costs of having recruited or hired the worker, or the costs of collection (including attorneys' fees, arbitration costs, and interest allegedly accrued through the date of an employee's alleged breach) of any prohibited amounts. The parties also understand

and agree that the notice may state that the affected employee is not being released from provisions of their contract that purport to permit Defendants to recover Actual Direct Costs (as defined in the OAG's Assurance of Discontinuance).

9. Neither the commencement of this action nor the provisions of this Consent Judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees of Defendants not listed on Exhibit A of this Consent Judgment, be they current or former employees, to file any action against Defendants under Section 16(b) of the FLSA or likewise for any current or former employee listed on Exhibit A of this Consent Judgment to file any action against a Defendant under Section 16(b) of the FLSA for any violations alleged to have occurred before March 21, 2021 or after April 22, 2025. The parties understand and agree that pursuant to Section 16(c) of the FLSA, this action by the Secretary has terminated the rights of the employees listed in Exhibit A of this Consent Judgment to bring any action against Defendants under Section 16(b) of the FLSA for violations of the FLSA alleged to have occurred from March 21, 2021 to April 22, 2025.

10. The parties also understand and agree that this Consent Judgment hereby resolves all claims asserted in this action, including but not limited to paragraphs 169 and 172 of the Amended Complaint dated July 20, 2023.

11. Each party will bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

12. The Court retains jurisdiction over this matter for the purposes of enforcing this Consent Judgment.

**SO ORDERED.**

DATED: \_\_\_\_\_, 2025

---

HONORABLE NINA R. MORRISON  
UNITED STATES DISTRICT JUDGE

Defendants hereby consent to the entry of this Judgment.

  
Sam Klein (Aug 29, 2025 16:29:30 EDT)  
ADVANCED CARE STAFFING, LLC  
By: SAMUEL KLEIN, CEO

  
Sam Klein (Aug 29, 2025 16:29:30 EDT)  
PRIORITY CARE STAFFING, LLC  
By: SAMUEL KLEIN, Member and CEO



STATE OF \_\_\_\_\_ )

:SS:

COUNTY OF \_\_\_\_\_ )

On the \_\_ day of \_\_\_\_\_ 2025 before me came **SAMUEL KLEIN**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **ADVANCED CARE STAFFING, LLC**, described in and which executed the foregoing instrument, and that he signed his name thereto by like authority.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )

:SS:

COUNTY OF \_\_\_\_\_ )

On the \_\_ day of \_\_\_\_\_ 2025 before me came **SAMUEL KLEIN**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **PRIORITY CARE STAFFING, LLC**, described in and which executed the foregoing instrument, and that he signed his name thereto by like authority.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

	<b>Name</b>	<b>FLSA Back Wages (BW's)</b>	<b>FLSA Liquidated Damages (LDs)</b>	<b>Total Per-Employee BW's and LDs</b>
1	Abesta, Ven Clyde	\$1,056.30	\$1,056.30	\$2,112.60
2	Acera, Rey G	\$1,056.30	\$1,056.30	\$2,112.60
3	Acuna, Michole	\$1,056.30	\$1,056.30	\$2,112.60
4	Adlawan, Arianne Andrea	\$1,056.30	\$1,056.30	\$2,112.60
5	Agdinaoay, Maria Pauline E.	\$1,056.30	\$1,056.30	\$2,112.60
6	Alcoreza, Analyn	\$1,056.30	\$1,056.30	\$2,112.60
7	Aligno, Nicole Angela B.	\$1,056.30	\$1,056.30	\$2,112.60
8	Ambalong, Jennifer	\$1,056.30	\$1,056.30	\$2,112.60
9	Arsenal, Queenie Rose	\$1,056.30	\$1,056.30	\$2,112.60
10	Baylon, Sherry Cille B.	\$1,056.30	\$1,056.30	\$2,112.60
11	Bernal, Reymond	\$1,056.30	\$1,056.30	\$2,112.60
12	Bernardo, Erick Pimentel	\$1,056.30	\$1,056.30	\$2,112.60
13	Bontuyan, Rhienell	\$1,056.30	\$1,056.30	\$2,112.60
14	Bravo, Paul Adrian	\$1,056.30	\$1,056.30	\$2,112.60
15	Bulatao, Marq John	\$1,056.30	\$1,056.30	\$2,112.60
16	Bullecer, Mary Cheopane	\$1,056.30	\$1,056.30	\$2,112.60
17	Cabuenas, Crispy Anne	\$1,056.30	\$1,056.30	\$2,112.60
18	Cadiente, Robinson	\$1,056.30	\$1,056.30	\$2,112.60
19	Cailimlim, Genaro	\$1,056.30	\$1,056.30	\$2,112.60
20	Calledo, Wevina	\$1,056.30	\$1,056.30	\$2,112.60
21	Cervantes, Quennie	\$1,056.30	\$1,056.30	\$2,112.60
22	Codina, John	\$1,056.30	\$1,056.30	\$2,112.60
23	Dimatingcal, Norsida C.	\$1,056.30	\$1,056.30	\$2,112.60
24	Encinares, Celena Rae	\$1,056.30	\$1,056.30	\$2,112.60
25	Espiritu, Sherry Rose	\$1,056.30	\$1,056.30	\$2,112.60
26	Fernandez, Stephanie	\$1,056.30	\$1,056.30	\$2,112.60
27	Francisco, Crystal Joy	\$1,056.30	\$1,056.30	\$2,112.60
28	Garcia, Justine Juvida	\$0.50	\$0.50	\$1.00
29	Gatdula, Mark Brian O.	\$1,056.30	\$1,056.30	\$2,112.60
30	Gonzaga, April Grace	\$1,056.30	\$1,056.30	\$2,112.60
31	Guisona, Ma Corina	\$1,056.30	\$1,056.30	\$2,112.60
32	Gutierrez, Jomyr Joseph	\$1,056.30	\$1,056.30	\$2,112.60
33	Henson, Ryan Nathaniel	\$1,056.30	\$1,056.30	\$2,112.60
34	Hernandez, Joylene Yee	\$1,056.30	\$1,056.30	\$2,112.60
35	Hsing Yang, Wen	\$1,056.30	\$1,056.30	\$2,112.60
36	Hsu, Fen Cherng	\$1,056.30	\$1,056.30	\$2,112.60

37	Intong, Carmel Stefane	\$1,056.30	\$1,056.30	\$2,112.60
38	Jacinto, Arvie	\$1,056.30	\$1,056.30	\$2,112.60
39	Jambora, Mar John	\$1,056.30	\$1,056.30	\$2,112.60
40	Joaquin, Karina Reinoso	\$1,056.30	\$1,056.30	\$2,112.60
41	Lao, Martin Keith Aaron P.	\$1,056.30	\$1,056.30	\$2,112.60
42	Lingan, Charlemagne	\$1,056.30	\$1,056.30	\$2,112.60
43	Llave, Marianne T.	\$1,056.30	\$1,056.30	\$2,112.60
44	Malana, Karen Dominique	\$1,056.30	\$1,056.30	\$2,112.60
45	Montano, Ryan	\$1,056.30	\$1,056.30	\$2,112.60
46	Moradas, Jeoffrey	\$1,056.30	\$1,056.30	\$2,112.60
47	Natividad, Audrey Salvador	\$1,056.30	\$1,056.30	\$2,112.60
48	Orcelada, Mylene	\$1,056.30	\$1,056.30	\$2,112.60
49	Padua, Mc Ali	\$1,056.30	\$1,056.30	\$2,112.60
50	Paez, Sarah Vicar	\$1,056.30	\$1,056.30	\$2,112.60
51	Pareja, Chad Juntillo	\$1,056.30	\$1,056.30	\$2,112.60
52	Paungan, Nalord	\$1,056.30	\$1,056.30	\$2,112.60
53	Pelandas, Rodilen	\$1,056.30	\$1,056.30	\$2,112.60
54	Ramos, John	\$1,056.30	\$1,056.30	\$2,112.60
55	Rivera, Aina Erika Santos	\$1,056.30	\$1,056.30	\$2,112.60
56	Roxas, Adrianne	\$1,056.30	\$1,056.30	\$2,112.60
57	Sangalang, Ryan	\$1,056.30	\$1,056.30	\$2,112.60
58	Santos, Marco	\$1,056.30	\$1,056.30	\$2,112.60
59	Sardoma, Gloria Ana Rose	\$1,056.30	\$1,056.30	\$2,112.60
60	Tagarao, Julie Ann	\$1,056.30	\$1,056.30	\$2,112.60
61	Tantay, Lyra May	\$1,056.30	\$1,056.30	\$2,112.60
62	Tizon, Jo-an	\$1,056.30	\$1,056.30	\$2,112.60
63	Turla, Cherrie Mae	\$1,056.30	\$1,056.30	\$2,112.60
64	Ursal, Rafael Adrelino	\$1,056.30	\$1,056.30	\$2,112.60
65	Veloso, Lim-Neo	\$1,056.30	\$1,056.30	\$2,112.60
66	Vergara, Daryl	\$1,056.30	\$1,056.30	\$2,112.60
67	Villamor, Tiffany Jane	\$1,056.30	\$1,056.30	\$2,112.60
68	Villarojo, Rosvanjel	\$1,056.30	\$1,056.30	\$2,112.60
69	Zamoras, Jhim Ivan	\$1,056.30	\$1,056.30	\$2,112.60
	<b>Total</b>	<b>\$71,828.90</b>	<b>\$71,828.90</b>	<b>\$143,657.80</b>







# 2025.08.29 ACS USDOL Consent Judgment for execution

Final Audit Report

2025-08-29

Created:	2025-08-29
By:	Stefanie Allinson (stefanie.allinson@pierferd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAihYUmloHbE1EPb5Lt5pSWUdFN1iSb4VE

## "2025.08.29 ACS USDOL Consent Judgment for execution" History

-  Document created by Stefanie Allinson (stefanie.allinson@pierferd.com)  
2025-08-29 - 8:23:05 PM GMT
-  Document emailed to sklein@prioritycarestaffing.com for signature  
2025-08-29 - 8:23:13 PM GMT
-  Email viewed by sklein@prioritycarestaffing.com  
2025-08-29 - 8:24:10 PM GMT
-  Signer sklein@prioritycarestaffing.com entered name at signing as Sam Klein  
2025-08-29 - 8:29:28 PM GMT
-  Document e-signed by Sam Klein (sklein@prioritycarestaffing.com)  
Signature Date: 2025-08-29 - 8:29:30 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-29 - 8:29:30 PM GMT

## **EXHIBIT 15**

### **NOTICE OF CHANGES TO CONTRACT**

### Notice of changes to Contract Terms

Priority Care Staffing, LLC (“Employer”) has changed several items in your (“Nurse’s”) employment agreement (“Contract”). The following items replace items in your Contract, even if those items conflict with these changes, as of May 29, 2025:

1. The Term of the Contract is changed to 5,460 hours worked. These hours include hours that Nurse has actually worked, including overtime hours. These hours also include authorized personal time off (PTO) that Nurse has earned.
2. Employer will not prevent Nurse from working for a competitor after Nurse stops working for Employer.
3. If Nurse resigns without Good Reason (see 5) or is terminated for Cause before completing Term of Contract, Nurse will be responsible for repaying Employer the following Actual Direct Costs, as defined in the following list. For Nurses for whom Employer begins to pay expenses after May 29, 2025, the Nurse will only be responsible for Actual Direct Costs that the Nurse requested Employer to pay for. *For Nurses who were hired prior to May 29, 2025 who work in New York, Employer can collect no more than \$5,000 in Actual Direct Costs regardless of whether the Nurse requested Employer’s payment of the costs.*

These will be the only costs that Nurse must repay. If Nurse resigns for Good Reason or is terminated without Cause, then Nurse does not have to pay any of these costs:

- a. Actual Direct Costs are documented expenses for which both of the following are true:
  - Employer has actually paid these costs to a third party.
  - These costs are primarily for Nurse’s benefit, not primarily for Employer’s benefit.
- b. Actual Direct costs will not exceed an overall cap of \$5,000 until May 28, 2026. After May 28, 2026, this cap will increase annually by the lower of the following:
  - three percent per year
  - average inflation rate for the previous calendar year, as defined in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the New York, New Jersey, and Pennsylvania metropolitan area
- c. Actual Direct Costs are limited to the following items:
  - i. One-way airfare to the United States

- ii. Exam fee and processing fee for National Council Licensure Examination (NCLEX)
  - iii. Exam fee and processing fee for English exam
  - iv. State Nurse licensing fee
  - v. Request for state nursing board's verification of nursing license (Nursing License by Endorsement), if requested by Nurse
  - vi. Premium processing fee for I-140, Immigrant Petition for Alien Worker, if requested by Nurse
  - vii. Costs related to filing immigration documents; these must relate only to immigration statuses that provide lawful, permanent-resident status in the United States
  - viii. One of the following:
    - Cash advance for rent and living expenses
    - Actual costs for rent and living expenses paid to a third party on Nurse's behalf
- d. The following are not Actual Direct Costs. Employer cannot require Nurse to repay any of the following:
- i. Asylum program fee for I-140, Immigrant Petition for Alien Workers
  - ii. Transportation to or from airport, including cabs and car services
  - iii. Employer's concierge services, including monthly fees for Employer assistance in completing paperwork, providing information and resources for moving, or assistance in transition from another country to United States or from another state to New York
  - iv. Nursing License by Endorsement, if not requested by Nurse
  - v. Premium processing fee for I-140, Immigrant Petition for Alien Worker, if not requested by Nurse
  - vi. Any cost prohibited by 20 Code of Federal Regulations (CFR) section 656.12
- e. Employer cannot require Nurse to repay damages for:
- i. Lost profits or overhead costs
  - ii. Attorneys' fees and costs, or other costs of collection or interest
  - iii. Costs of hiring a replacement Nurse, or upfront indirect costs of recruiting or hiring Nurse (other than Actual Direct Costs specified in Section 3.c.).
- f. Employer is responsible for proving (holds the burden of proof for) the amount of Actual Direct Costs, and their benefit to Nurse.

- g. If Nurse resigns before end of Contract Term, Employer will provide Nurse an itemized copy of Actual Direct Costs it seeks to collect. Employer and Nurse will try to reach agreement on the amount, which may be a lower amount than amount Employer initially seeks to recover. Nurse has right to bring a representative of their choosing when discussing payment amounts. Nurse will have 14 days to decide whether to bring a representative of their choosing.
  - h. Amounts due to Employer will be calculated according to the fraction of Contract Term Nurse has worked ("Prorated" or "Proration"). Proration will start after Nurse has worked 900 hours of Contract Term. Reductions in amounts due to Employer will be calculated in increments of 150 hours worked: For each 150 hours worked, total amount due will be reduced by  $\frac{1}{36}$ .
  - i. If unable to immediately pay Actual Direct Costs, Nurse will be allowed to pay these costs with the following deadlines:
    - i. Within 30 days after ending employment, Nurse pays the first 50 percent of Actual Direct Costs.
    - ii. Within 150 days after ending employment, Nurse pays the remaining 50 percent of Actual Direct Costs.
- 4. Nurse is not obligated to repay Employer in any of the following situations:
  - a. Nurse qualifies for long-term disability (as defined in the long-term disability plan that Employer has at the time. If Employer has no plan, it will use the Social Security Administration's definition of long-term disability).
  - b. Nurse dies (death).
  - c. Nurse is terminated without Cause.
  - d. Nurse resigns for Good Reason.
- 5. The term Good Reason means any of the following:
  - a. Nurse has a demonstrated, long-term (lasting more than six months) need to care for a family member with a serious illness.
  - b. Nurse must relocate for their spouse's job. However, if Employer offers Nurse a job in the area of relocation, Nurse does not have Good Reason.



c. Any of the following situations qualifies as Good Reason, if Nurse notifies Employer of the situation and Employer fails to remedy the situation within 10 business days of Nurse's notification (if notification and remedy can be achieved through reasonable means):

- i. Employer materially breaches Contract.
- ii. Nurse demonstrates a good-faith and reasonable belief that they experienced workplace violations of health or safety rules, or experienced other significant workplace threats to health or safety, including patient safety.
- iii. Nurse demonstrates a good-faith and reasonable belief that their placement violates the New York Labor Law (NYLL), including regarding mandatory overtime, day of rest, and meal breaks;
- iv. Nurse demonstrates a good-faith and reasonable belief that they are subject to illegal discrimination.
- v. Employer or a client facility fails to honor certain benefits that are otherwise guaranteed (e.g., PTO, sick leave, or other material benefit that Employer has promised to Nurse).

6. If Employer contends that Nurse has terminated their employment without Good Reason before the end of Contract Term:

- a. Employer will offer Nurse an opportunity for informal mediation before a third-party mediator. The parties will agree on the selected mediator. If they cannot agree on a mediator, then mediator will be selected through Employer's mediation company of choice, according to the mediation company's arbitration rules at the time. The mediator's fees will be paid by Employer. Employer will not charge Nurse for mediation.
- b. Nurse will be informed that they immediately have, and will continue to have, the right to bring a representative of their choosing to any discussion with Employer regarding breach of contract or payment for breach of contract. Nurse will be informed that they have the right to bring a representative of their choosing to any such meeting with a mediator as well.

c. If there is a dispute about whether Nurse has resigned with Good Reason, the mediator will provide the parties its view on whether Good Reason exists. The mediator's view cannot be used to prevent ligation and cannot be admissible in litigation, for any reason. Even if either party does not accept the mediator's view, Nurse will have no obligation to pay until a judge determines (judicial determination) whether Nurse resigned with Good Reason.

7. If Employer decides to enforce Contract, Employer will initiate a court action. Nurse will not be required to undergo arbitration to resolve claims. Nurse will not be required to pay arbitration fees.

8. Other than the changes described in this Notice of changes to Contract Terms, Nurse's Contract remains fully valid, operative, and legally binding (in full force and effect).

### **Acknowledgement**

I hereby acknowledge receipt of the Notice of changes to Contract Terms.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

# **EXHIBIT 1**

## **PROPOSED EMAIL NOTICE**

**Were you a healthcare worker for Advanced Care Staffing, LLC or Priority Care Staffing, LLC between Sept. 16, 2012 and June 11, 2025 who entered the U.S. through their foreign nurse recruitment program?**

**If so, the settlement of the Class Action Lawsuit *Cherry Lyn Miclat & Benzor Shem Vidal v. Advanced Care Staffing, LLC & Priority Care Staffing, LLC*, Case No. 23-cv-5296 (NRM)(MMH) may affect your rights.**

**For complete information about the Settlement and your options, visit [settlement website link] to view the full Settlement Notice, or call [phone number].**

*You are not being sued. This is not a solicitation from a lawyer. This email notice was authorized by U.S. District Court for the Eastern District of New York.*

### **Why did I get this notice?**

This email notice is to tell you about the settlement of a class action lawsuit, *Cherry Lyn Miclat & Benzor Shem Vidal v. Advanced Care Staffing, LLC & Priority Care Staffing, LLC* brought on behalf of all healthcare workers who entered the United States through the foreign nurse recruitment program of Advanced Care Staffing, LLC (ACS) and/or Priority Care Staffing, LLC (PCS) and entered a contract with either of these companies between Sept. 16, 2012 and June 11, 2025.

**You received this email notice because ACS and PCS's records identify you as a member of the group of people affected, called the "class."** You have also been mailed a longer notice at your last-known address. This email notice tells you how to get more information.

### **What is this lawsuit about?**

This lawsuit was filed on behalf of healthcare workers and claims that Advanced Care Staffing, LLC and Priority Care Staffing, LLC broke the law by requiring healthcare workers to pay Defendants if they left before the end of their contract. Plaintiffs allege that the contract also resulted in damages to everyone who worked for Defendants under the contract because it made people work longer than they otherwise would have and for lower pay.

### **What is the position of ACS and PCS?**

Advanced Care Staffing, LLC and Priority Care Staffing, LLC dispute the allegations in the lawsuit and deny any wrongdoing. They have entered this Settlement to avoid the further time and expense of ongoing litigation.

### **Why is there a settlement in this lawsuit?**

In 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the workers who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side, nor that anyone could recover any certain amount in this litigation.

### **Has the Court Determined that Plaintiffs or Defendants Have Won?**

No. This is a settlement, which means the parties have resolved the matter before the Court has entered a judgment deeming any party the “winner.”

### **What does the Settlement provide?**

Advanced Care Staffing, LLC and Priority Care Staffing, LLC have agreed to pay a total of \$1,190,000 to resolve this and a related case, a case brought by the United States Department of Labor, and an investigation opened by the New York Office of the Attorney General.

If you paid Defendants any money in connection with resigning before the end of your contract, you will receive or may have already received that money back through the New York Office of the Attorney General and United States Department of Labor. The total amount being distributed through the New York Office of the Attorney General and United States Department of Labor is \$663,668.66.

The balance of the settlement amount is \$526,331.34, which will be distributed through this Settlement in this Litigation after reduction for any Court-approved amounts for the lawyers and the Plaintiffs who brought this case.

The amount you receive will be based on how long you worked for Defendants. The longer you worked, the more you received. Additionally, if you are eligible to opt into the Settlement Collective and do so, the amount you will receive will be increased by approximately 10%. The average expected per person amount is anticipated to be approximately \$1,200.00, but could be higher if the Court does not award the fees, costs, and other amounts that Class Counsel intend to request for their work and Class Representatives' work. Regardless, you will not have to pay the lawyers out-of-pocket.

*Please note that your check will be accompanied by a Form 1099 and Form W-2. Neither Defendants nor Class Counsel are providing you tax advice through this Settlement, so you will be responsible for seeking your own tax and/or accounting advice regarding your tax obligations.*

If you currently owe Defendants money in connection with resigning before the end of your contract, you will not be required to pay them anymore.

If, as of June 11, 2025, you were a current employee, you will benefit from changed practices. Specifically:

- If you resign for Good Reason, you will not have to pay Defendants. Good Reason includes: (a) a demonstrated long-term (i.e., more than six months) need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Defendants offer you a job in the relocated location, it shall not be Good Reason); (b) Defendants materially breaching the contract; (c) you demonstrating a good faith reasonable belief that you were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety after you provide notice of breach (to the extent notice and cure is practicable); (d) you demonstrate a good faith reasonable belief that your placement violates the New York Labor Law, including as to mandatory overtime, day of rest, and meal breaks, after you provide notice of breach (to the extent notice and cure is practicable); (e) you demonstrate a good faith and reasonable belief that you are subject to illegal discrimination after you provide notice of breach (to the extent notice and cure is practicable); and (f) Defendants or the hospital fail to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after you provide notice of breach (to the extent notice and cure is practicable)
- If you and Defendants disagree that you resigned without Good Reason, you will have an opportunity to mediate the dispute at Defendants' expense.
- If you agree or a mediator decides that you resigned without Good Reason, Defendants will only be able to collect agreed upon Actual Direct Costs, which will be limited to the following categories, ***subject to an overall cap for of \$5,000***, increased annually by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJ-PA metro area: (a) One-way airfare to the United States; (b) NCLEX Exam Fee and Processing Fee; (c) English Exam Fee and Processing Fee; (d) State Licensing Fee; (e) License by Endorsement to the extent requested by you; (f) Premium Processing Fee; (g) Either cash advance for rent and living expenses; or actual costs paid to a third party on the your behalf for rent and living expenses; and (h) Immigration filing-related costs for immigration statuses that provide permanent status. The Actual Direct Costs you owe will be prorated if you have worked at least 900 hours, and you will have the opportunity to enter into a payment plan where 50% will be due within thirty days and the remaining 50% will be due within 150 days.

**This is just a summary of the benefits that are available through the Settlement.**

Please refer to the full notice linked [here](#) and the Settlement Agreement linked [here](#) for all details.

### What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

**Where:** U.S. District Court for the Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201  
Courtroom 6E North

**When:** [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

### How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found here. To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyers (information below)
- visit the case website at [website]
- access the Court Electronic Records (PACER) system online or by visiting the Clerk's office of the Court (address below).

Resource	Contact Information
Case website	[website]
Settlement Administrator	CPT Group 50 Corporate Park Irvine, CA 92606

	[Phone Number]
<b>Your Lawyers</b>	<p>Anna Prakash &amp; Josh O'Neill Nichols Kaster, PLLP 4700 IDS Center 80 South Eighth Street Minneapolis, MN 55402 (612) 256-3200 <a href="mailto:aprakash@nka.com">aprakash@nka.com</a> joneill@nka.com</p> <p>Juno Turner Towards Justice P.O. Box 371689, PMB 44465 Denver, CO 80237-5680 (720) 441-2236 juno@towardsjustice.org</p> <p>Patricia Kakalec Kakalec Law PLLC 80 Broad Street, Suite 703 New York, NY 10004 (212) 705-8730 Patricia@KakalecLaw.com</p> <p>Hugh Baran Katz Banks Kumin LLP 111 Broadway, Suite 1403 New York, NY 10006 (646) 759-4501 baran@katzbanks.com</p>
<b>Court (DO NOT CONTACT)</b>	<p>U.S. District Court for the Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201</p>

**For complete information, visit [settlement website link] or call [phone number].**



# **EXHIBIT 2**

## **PROPOSED FINAL APPROVAL ORDER**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

CHERRY LYN MICLAT and BENZOR  
SHEM VIDAL, individually and on behalf of  
all others similarly situated,

*Plaintiffs,*

v.

ADVANCED CARE STAFFING, LLC and  
PRIORITY CARE STAFFING, LLC,

*Defendants.*

Civ. Action No.:  
1:23-cv-05296-NRM-MMH

**[PROPOSED] FINAL APPROVAL ORDER**

Based on the Motion for Final Approval of the Proposed Settlement, the Final Fairness Hearing, and good cause shown, IT IS HEREBY ORDERED:

1. The Settlement Agreement, dated September \_\_, 2025, including its exhibits (the “Settlement Agreement”), and the definition of words and terms contained therein, are incorporated by reference in this Order. The terms of this Court’s Preliminary Approval Order are also incorporated by reference in this Order.

2. This Court has jurisdiction over the subject matter of the Action and over the Parties, including all members of the following Settlement Class certified (for settlement purposes only) under Federal Rule of Civil Procedure 23 and Settlement Collective certified (for settlement purposes only) under the Fair Labor Standards Act (“FLSA”) in this Court’s Preliminary Approval Order:

Settlement Class: All Healthcare Workers who entered the United States through Advanced Care Staffing, LLC or Priority Care Staffing, LLC’s foreign nurse recruitment program

and entered into contracts with either Advanced Care Staffing, LLC or Priority Care Staffing, LLC at any point from September 16, 2012 to June 11, 2025.

Settlement Collective: All Healthcare Workers who entered the United States through Advanced Care Staffing, LLC or Priority Care Staffing, LLC's foreign nurse recruitment program and entered into contracts with either Advanced Care Staffing, LLC or Priority Care Staffing, LLC at any point between June 11, 2022 and June 11, 2025.

3. The Court hereby finds that the Settlement Agreement is the product of arm's length settlement negotiations between Class Counsel on behalf of Class Representatives and the Settlement Class and Collective and Defense Counsel on behalf of Defendants. The Court further finds that counsel for the Parties are experienced class action lawyers who vigorously asserted the positions of their respective clients.

4. The Court hereby finds and concludes that notice of this action and the opportunity to opt-in, opt-out of, or object to the settlement was disseminated to members of the Settlement Class and Collective in accordance with applicable law, as well as the terms set forth in the Settlement Agreement in compliance with this Court's Preliminary Approval Order.

5. The Court further finds and concludes that the notice and settlement award distribution procedures set forth in the Settlement Agreement fully satisfy Federal Rule of Civil Procedure 23 and the FLSA, were the best notice practicable under the circumstances, provided individual notice to all members of the Settlement Class and Collective who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class and Collective as contemplated in the Settlement and this Order.

6. The Court hereby finally approves the Settlement Agreement and the Settlement terms and conditions set forth therein, and finds that the terms and conditions constitute, in all

respects, a “fair, reasonable and adequate” settlement as to all Settlement Class and Collective Members in accordance with applicable law, and directs its immediate consummation pursuant to its terms and conditions. Specifically, based on the submissions by the Parties with their Motions for Preliminary and Final Settlement Approval, the Court finds:

- a. That the Class Representatives and Class Counsel have at all times adequately represented the class;
  - b. That the Settlement is the product of extensive, arm’s-length negotiations;
  - c. That the Settlement provides adequate relief for the Class Members, taking into account (1) the costs, risks, and delay of further litigation, trial and appeal; (2) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-members claims; and (3) the terms of any proposed award of attorneys’ fees, including timing of payment; and
  - d. That the Settlement treats Class Members equitably relative to each other.
7. Additionally, the Court finds that the Settlement is fair, reasonable, and adequate based on: (a) the complexity and duration of the litigation; (b) the stage of the proceedings; (c) the risk of establishing liability; (d) the risk of establishing damages; (e) the risk of pursuing and maintaining a class and collective action; (f) the reasonableness of the Settlement in light of the best recovery; (g) the range of reasonableness of the settlement in light of all the attendant risks of litigation; and (h) the reaction of the Class and Collective, as well as the absence of fraud or collusion and the opinions of Class Counsel and the Class Representative.
8. For all of the above reasons, the Settlement is also a fair and reasonable resolution of FLSA claims for the Settlement Collective.

9. The Court approves Class Counsel's application for \$175,443.78 in attorneys' fees and \$21,333.59 in out-of-pocket litigation expenses, \$10,000 to each Class Representative as Service Payments, and \$12,000 to the Settlement Administrator.<sup>1</sup> These amounts shall be paid from the Gross Settlement Amount. The Court finds that the requested attorneys' fees are in line with the Parties' Settlement Agreement, and are reasonable in light of: (a) the time and labor required, the novelty, complexity, difficulty of the questions involved, and the skill requisite to perform the legal service properly; (b) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer; (c) the fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature; (d) the significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained; (e) the time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client; (f) the nature and length of the professional relationship with the client; (g) the experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; (h) whether the fee is fixed or contingent, and, if fixed as to amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation; and (i) Class Counsel's lodestar. The Court further finds that the costs and administrative expenses requested are in line with the Parties' Settlement Agreement and are reasonable and relevant to the litigation.

---

[<sup>1</sup> The requested amounts will be filled with the forthcoming fee petition and this proposed order with those amounts resubmitted at that time.]

10. The Court orders that all Settlement Class and Collective Members hereby release all claims released by the Settlement Agreement and that this Final Approval Order will operate as *res judicata* as to all claims released by the Settlement Agreement.

11. The Court orders compliance with the Settlement Agreement in all respects. The Court reserves jurisdiction over all matters arising out of the Settlement Agreement.

12. This Court hereby dismisses this Action and all claims with prejudice, without costs to any party, except as expressly provided for in the Settlement Agreement.

13. Finding that there is no just reason for delay, the Court orders that this Final Approval Order and Judgment shall constitute a final judgment that is binding on the Parties and the Settlement Classes and Collective. The Clerk of the Court is directed to enter this Order on the docket forthwith.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Nina R. Morrison  
United States District Court Judge

## **EXHIBIT 3**

### **PROPOSED FLSA CONSENT AND RELEASE FORM**

**FLSA Opt-In and Release Form**

To join the federal wage portion of this Settlement (i.e., the Fair Labor Standards portion of this Settlement) and receive the FLSA portion of your allocated settlement payment, you must fill out and submit this form by [DATE]. You can fill out this form electronically at the website that is linked from this QR Code: [code]. You can also email this form to [EMAIL], or mail this form to [ADDRESS]. If you mail the form, please make sure it is postmarked by [DATE].

I consent to make a claim under the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, *et seq.* against Advanced Care Staffing, LLC and Priority Care Staffing, LLC (“Defendants”). I understand that submitting this form would release the “Defendant Releasees” (as defined in the Settlement Agreement) from all FLSA claims alleged in this lawsuit if the Court approves the Settlement. I understand the release shall cover claims through June 11, 2025.

Signature: \_\_\_\_\_ Date (mm/dd/yy): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

My Name (First, MI, Last): \_\_\_\_\_

**The Below Fields Are Optional, But Completing May Better Ensure Your Check Is Mailed to the Correct Address**

My Current Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Best Phone Number(s): \_\_\_\_\_

Best Email Address: \_\_\_\_\_

Questions? Visit [code]



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADMINISTRATOR  
ADDRESS  
ADDRESS



Postal Service: Please do not mark barcode

## **EXHIBIT 4**

### **PROPOSED LONG-FORM NOTICE**



U.S. District Court for the Eastern District of New York

*Cherry Lyn Mclat & Benzor Shem Vidal v. Advanced Care Staffing, LLC & Priority Care Staffing, LLC*

Case No. 23-cv-5296 (NRM)(MMH)

# Class Action Notice

*Authorized by the U.S. District Court*



Example QR Code.  
Replace this with case  
specific QR Code.



Were you a healthcare worker for Advanced Care Staffing, LLC or Priority Care Staffing, LLC between Sept. 16, 2012 and June 11, 2025 who entered the U.S. through their foreign nurse recruitment program?

There is a \$1,190,000 settlement of a lawsuit against Advanced Care Staffing and Priority Care Staffing.

You may be entitled to money.

To learn more about this settlement, read this notice or scan the QR code above to access the settlement website.

## Important things to know:

- If you take no action, any ruling from the court will apply to you, and you will not be able to sue Advanced Care Staffing, LLC and Priority Care Staffing, LLC ("Defendants") about the same issues.
- If you have questions or need assistance, please call [phone number]
- You can learn more at: [website].

# Table of Contents

<b>Table of Contents.....</b>	<b>3</b>
<b>About This Notice .....</b>	<b>4</b>
Why did I get this notice?.....	4
What do I do next?.....	4
What are the most important dates? .....	5
<b>Learning About the Lawsuit .....</b>	<b>6</b>
What is this lawsuit about?.....	6
What is the position of ACS and PCS? .....	6
Why is there a settlement in this lawsuit? .....	6
Has the Court determined that Plaintiffs or Defendants Have Won? .....	7
What happens next in this lawsuit?.....	7
<b>Learning About the Settlement .....</b>	<b>8</b>
What does the Settlement provide?.....	8
How do I know if I am part of the settlement? .....	10
How much will my payment be? .....	10
What am I giving up to stay in the Settlement Class and/or to join the Settlement Collective? .....	11
<b>Deciding What to Do.....</b>	<b>12</b>
How do I weigh my options? .....	12
<b>Receiving a Payment .....</b>	<b>12</b>
How can I get a payment? .....	13
How do I opt into the FLSA Settlement Collective? .....	13
Do I have a lawyer in this lawsuit?.....	13
Do I have to pay the lawyers in this lawsuit? .....	13
<b>Opting Out .....</b>	<b>14</b>
What if I don't want to be part of this settlement?.....	14
How do I opt out? .....	14
<b>Objecting.....</b>	<b>15</b>
What if I disagree with the settlement? .....	15

<b>Doing Nothing .....</b>	<b>15</b>
What are the consequences of doing nothing? .....	15
<b>Key Resources .....</b>	<b>16</b>
How do I get more information? .....	16

## About This Notice

### Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Cherry Lyn Miclat & Benzor Shem Vidal v. Advanced Care Staffing, LLC & Priority Care Staffing, LLC*, brought on behalf of all healthcare workers who entered the United States through the foreign nurse recruitment program of Advanced Care Staffing, LLC (ACS) and/or Priority Care Staffing, LLC (PCS) and entered a contract with either of these companies between Sept. 16, 2012 and June 11, 2025. **You received this notice because ACS and PCS's records identify you as a member of the group of people affected, called the "class."** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

### What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
<b>Do Nothing</b>	<p>Get a payment. The amount you receive will be based on the length of time you worked for Advanced Care Staffing and/or Priority Care Staffing. The longer you worked, the higher your amount will be. The average expected per person amount is expected to be approximately \$1,200. You will also give up rights resolved by settlement.</p> <p>You may also benefit from changed practices. If you currently owe money to Advanced Care Staffing or</p>

	Priority Care Staffing for resigning before the end of your contract, you will not have to pay. If you are a current employee and if, in the future, you resign before the end of your contract, you will not owe money if you resign for Good Reason and, if you leave without Good Reason, the amount you owe will be capped at approximately \$5,000. The definition of Good Reason and further details about the changes that would benefit you are provided in the section “Learning About the Settlement” below.
<b>Submit an Opt-In Form by DATE</b>	Receive the benefits described above, but receive more money (by approximately 10%) from the Settlement. Give up right to bring Fair Labor Standards Act (FLSA) claims resolved by this Settlement. See the section “What am I giving up to stay in the Settlement Class and/or to join the Settlement Collective?” below.
<b>Opt Out</b>	Get no payment and you may not benefit from some of the changed practices. Opting out allows you to bring another lawsuit against Advanced Care Staffing, LLC and Priority Care Staffing, LLC about the same issues. See the section “Opting Out” below.
<b>Object</b>	Tell the Court why you don’t like the settlement. You cannot object if you opt out. See the section “Objecting” below.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

## What are the most important dates?

Your deadline to object or opt out: **[date]**  
Settlement approval hearing: **[date]**  
Your deadline to submit a claim form: **[date]**

# Learning About the Lawsuit

## What is this lawsuit about?

This lawsuit is brought by Plaintiffs Cherry Lyn Miclat and Benzor Shem Vidal against Advanced Care Staffing, LLC and Priority Care Staffing, LLC. The lawsuit is brought on a class action basis and a collective action basis.

The lawsuit involves Defendants' alleged employment practices, including claims relating to the contracts between ACS/PCS and Healthcare Workers, the legality and enforceability of certain provisions in those contracts (including, in certain instances, Healthcare Workers' payments to ACS/PCS under those contracts).

### Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at: [website]

## What is the position of ACS and PCS?

Advanced Care Staffing, LLC and Priority Care Staffing, LLC dispute the allegations in the lawsuit and deny any wrongdoing. They have entered this Settlement to avoid the further time and expense of ongoing litigation.

## Why is there a settlement in this lawsuit?

In 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The Settlement is on behalf of the workers who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side, nor that anyone could recover any certain

### What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that the plaintiff allege caused the harm.

amount in this litigation.

If approved, the Settlement will stop the lawsuit from being litigated any further. If the case continued to be litigated, there is a possibility that Defendants would prevail and the Settlement Class and Collective would receive nothing. There is also the possibility that Defendants would be required to pay more than they have agreed to pay under the Settlement.

Class Counsel investigated the facts and applicable law regarding the claims and defenses. The parties engaged in lengthy and arms' length negotiations to reach this Settlement. The Class Representatives and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class and Collective.

### Has the Court determined that Plaintiffs or Defendants Have Won?

No. This is a settlement, which means the parties have resolved the matter before the Court has entered a judgment deeming any party the "winner."

### What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the Settlement. The hearing will be held at:

**Where:** [Courthouse name and address].

**When:** [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to



members of the class. To learn more and confirm the hearing date, go to [website].

## Learning About the Settlement

### What does the Settlement provide?

Advanced Care Staffing, LLC and Priority Care Staffing, LLC have agreed to pay a total of \$1,190,000 to resolve this and a related case, a case brought by the United States Department of Labor, and an investigation opened by the New York Office of the Attorney General.

If you paid Defendants any money in connection with resigning before the end of your contract, you will receive or may have already received that money back through the New York Office of the Attorney General and United States Department of Labor. The total amount being distributed through the New York Office of the Attorney General and United States Department of Labor is \$663,668.66.

The balance of the settlement amount is \$526,331.34, which will be distributed through this Settlement in this Litigation after reduction for any Court-approved amounts for the lawyers and the Plaintiffs who brought this case.

The amount you receive will be based on how long you worked for Defendants. The longer you worked, the more you will receive. Additionally, if you are eligible to opt into the Settlement Collective and do so, the amount you will receive will be increased by approximately 10%. The average expected per person amount is anticipated to be approximately \$1,200.00 but could be higher if the Court does not award the fees, costs, and other amounts that Class Counsel intend to request for their work and Class Representatives' work. Regardless, you will not have to pay the lawyers out-of-pocket. *Please note that your check will be accompanied by a Form 1099 and Form W-2. Neither Defendants nor Class Counsel are providing you tax advice through this Settlement, so you will be responsible for seeking your own tax and/or accounting advice regarding your tax obligations.*

If you currently owe Defendants money in connection with resigning before the end of your contract, you will not be required to pay them

anymore.

If, as of June 11, 2025, you were a current employee, you will benefit from changed practices. Specifically:

- If you resign for Good Reason, you will not have to pay Defendants. Good Reason includes: (a) a demonstrated long-term (i.e., more than six months) need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Defendants offer you a job in the relocated location, it shall not be Good Reason); (b) Defendants materially breaching the contract; (c) you demonstrating a good faith reasonable belief that you were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety after you provide notice of breach (to the extent notice and cure is practicable); (d) you demonstrate a good faith reasonable belief that your placement violates the New York Labor Law, including as to mandatory overtime, day of rest, and meal breaks, after you provides notice of breach (to the extent notice and cure is practicable); (e) you demonstrate a good faith and reasonable belief that you are subject to illegal discrimination after you provide notice of breach (to the extent notice and cure is practicable); and (f) Defendants or the hospital fail to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after you provide notice of breach (to the extent notice and cure is practicable)
- If you and Defendants disagree that you resigned without Good Reason, you will have an opportunity to mediate the dispute at Defendants' expense.
- If you agree or a mediator decides that you resigned without Good Reason, Defendants will only be able to collect agreed upon Actual Direct Costs, which will be limited to the following categories, **subject to an overall cap for of \$5,000**, increased annually by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJ-PA metro area: (a) One-way airfare to the United States; (b) NCLEX Exam Fee and Processing Fee; (c) English Exam Fee and Processing Fee; (d) State Licensing Fee; (e) License by Endorsement

to the extent requested by you; (f) Premium Processing Fee; (g) Either cash advance for rent and living expenses; or actual costs paid to a third party on the your behalf for rent and living expenses; and (h) Immigration filing-related costs for immigration statuses that provide permanent status. The Actual Direct Costs you owe will be prorated if you have worked at least 900 hours, and you will have the opportunity to enter into a payment plan where 50% will be due within thirty days and the remaining 50% will be due within 150 days.

This is just a summary of the benefits that are available through the Settlement. Please refer to the full Settlement Agreement linked [here](#) for all details.

## How do I know if I am part of the settlement?

If you received a Postcard or Email Notice, Defendants' records indicate that you are a current or former employee as of June 11, 2025. This means that you are a healthcare worker who entered the United States through Advanced Care Staffing's or Priority Care Staffing's foreign nurse recruitment program and entered into a contract with Advanced Care Staffing or Priority Care Staffing at any point from September 16, 2012 to June 11, 2025.

You may also be eligible to become a member of the Settlement Collective and receive an additional payment if your Postcard Notice included a tear-off FLSA Consent and Release Form or if you worked for Advanced Care Staffing or Priority Care Staffing at any point between June 11, 2022 and June 11, 2025. To receive that payment, you must submit (by mail or electronically) the FLSA Consent and Release Form.

## How much will my payment be?

Your payment amount will depend on several factors:

- If you paid Defendants any money in connection with leaving before the end of your contract, you will receive or may have already received that money back through the New York Office of the Attorney General and United States Department of Labor. Your

length of service.

- The amount you receive will be based on how long you worked for Defendants. The longer you worked, the more you received.
- Additionally, if you are eligible to opt into the Settlement Collective and do so, the amount you receive will be increased by approximately 10%. The average expected per person amount is anticipated to be approximately \$1,200 but could be higher if the Court does not award the fees, costs, and other amounts that Class Counsel intend to request for their work and Class Representatives' work. Regardless, you will not have to pay the lawyers out-of-pocket.
- If you do not join the Settlement Collective, you will still receive payment if the Court approves the Settlement (unless you opt out of the Settlement Class). Your payment will just be a lower amount.

### What am I giving up to stay in the Settlement Class and/or to join the Settlement Collective?

If the Court approves this Settlement, then when the Settlement becomes effective, all Settlement Class Members who have not timely and properly opted out of the Settlement Class will release ACS, PCS, and each of their (as applicable) respective owners, members, officers, employees, partners, benefit plans, plan administrators, insurers, agents, attorneys, representatives, benefit plans, plan administrators, counsel, shareholders, agents, representatives, dependents, heirs, and executors, from the following claims:

All liabilities, attorneys' fees, costs, obligations, duties, undertakings, agreements, contracts, claims, demands, damages, proceedings, actions, and causes of action of every kind (whether know, unknown, suspected or unsuspected) that each Settlement Class Member had, has, may have, or will have for acts or omissions (whether alleged or actual) occurring (or allegedly occurring) from the beginning of time through June 11, 2025 that were or could have been asserted in this Action or *Vidal* given the facts alleged in the operative complaints in this Action and *Vidal*, and includes but is not limited to claims arising

under the New York Labor Law, the Trafficking Victims Protection Act, New York's Prohibition on Labor Trafficking.

If you opt into the Settlement Collective, you will also release claims in this lawsuit under the Fair Labor Standards Act based on alleged unlawful kickbacks or alleged failure to pay wages free and clear through June 11, 2025.

This release may affect your rights, and may carry obligations, in the future. To view the full terms of this release that are contained in the Settlement Agreement, as well as the operative Complaint and other related documents, please click [here](#).

## Deciding What to Do

### How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	<b>Do Nothing</b>	<b>Submit an Opt-In Form</b>	<b>Opt out</b>	<b>Object</b>
<b>Can I receive settlement money if I . . .</b>	YES	YES	NO	YES
<b>Am I bound by the terms of this lawsuit if I . . .</b>	YES	YES	NO	YES
<b>Can I pursue my own case if I . . .</b>	NO	NO	YES	NO
<b>Will the class lawyers represent me if I . . .</b>	YES	YES	NO	NO

## Receiving a Payment

## How can I get a payment?

Settlement payments will be made via check. If you would like to receive payment in a different way, you must elect a new payment method by clicking [here](#) or by contacting the Settlement Administrator at [\[phone\]](#) or [\[email\]](#).

## How do I opt into the FLSA Settlement Collective?

Settlement Class Members who are eligible to become part of the Settlement Collective and do so by returning or electronically submitting the FLSA Opt-In and Release Form will receive a larger payment than those who do not submit the form. To become part of the Collective, you must fill out and mail or submit the form that was mailed to you. The form is also available and can be filled out online [here](#). If you mail the form, it must be postmarked by [\[DATE\]](#). If you submit the form electronically, you must do so by [\[DATE\]](#).

## Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

**Your lawyers:** Nichols Kaster, PLLP (Anna Prakash & Josh O'Neill), Towards Justice (Juno Turner), Kakalec Law PLLC (Patricia Kakalec), and Katz Banks Kumin LLP (Hugh Baran) **as Class Counsel.**

These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

## Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or

the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$175,443,78 total in attorneys' fees plus the reimbursement of out-of-pocket expenses in the amount of \$21,333.59 and costs of settlement administration in the amount of \$12,000.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$10,000 each to the Class Representatives Cherry Lyn Miclat and Benzor Shem Vidal for the time and effort they contributed to the case. If approved by the Court, the Service Awards will be paid from the Settlement Fund.

## Opting Out

### What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. You cannot exclude yourself from the program changes called for by the proposed settlement.

### How do I opt out?

To opt out of the settlement, you must complete the opt out form included with this notice and mail it by [date] to the Settlement Administrator at:

CPT Group  
50 Corporate Park  
Irvine, CA 92606  
[Phone Number]

Be sure to include your name, address, telephone number, and signature.

## Objecting

### What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Court that:

- (1) is postmarked by [date];
- (2) includes the case name and number ([case name and number here])
- (3) includes your full name, address and telephone number, and email address (if you have one);
- (4) states the reasons for your objection;
- (5) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (6) your signature.

Mail the letter to:

CPT Group  
50 Corporate Park  
Irvine, CA 92606  
[Phone Number]

U.S. District Court for the Eastern  
District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201

## Doing Nothing

### What are the consequences of doing nothing?

If you do nothing, you will get a payment and other relief, and will still



be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Advanced Care Staffing, LLC Priority Care Staffing, LLC, and each of their (as applicable) respective owners, members, officers, employees, partners, benefit plans, plan administrators, insurers, agents, attorneys, representatives, benefit plans, plan administrators, counsel, shareholders, agents, representatives, dependents, heirs, and executors, about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found [here].

## Key Resources

### How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found here. To get a copy of the settlement agreement or get answers to your questions:


- contact your lawyer (information below)
- visit the case website at [website]
- access the Court Electronic Records (PACER) system online or by visiting the Clerk’s office of the Court (address below).

Resource	Contact Information
<b>Case website</b>	[website]
<b>Settlement Administrator</b>	CPT Group 50 Corporate Park Irvine, CA 92606 [Phone Number]
<b>Your Lawyers</b>	Anna Prakash & Josh O’Neill Nichols Kaster, PLLP 4700 IDS Center 80 South Eighth Street Minneapolis, MN 55402 (612) 256-3200

	<p><a href="mailto:aprakash@nka.com">aprakash@nka.com</a> joneill@nka.com</p> <p>Juno Turner Towards Justice P.O. Box 371689, PMB 44465 Denver, CO 80237-5680 (720) 441-2236 juno@towardsjustice.org</p> <p>Patricia Kakalec Kakalec Law PLLC 80 Broad Street, Suite 703 New York, NY 10004 (212) 705-8730 Patricia@KakalecLaw.com</p> <p>Hugh Baran Katz Banks Kumin LLP 111 Broadway, Suite 1403 New York, NY 10006 (646) 759-4501 baran@katzbanks.com</p>
<b>Court (DO NOT CONTACT)</b>	<p>U.S. District Court for the Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201</p>

## **EXHIBIT 5**

### **PROPOSED PAYMENT ACCEPTANCE REMINDER NOTICE**

<p style="text-align: center;">COURT ORDERED REMINDER NOTICE</p> <p><i>Advanced Care Staffing et al. Settlement</i></p> <p>Class and Collective Action Reminder Notice on Inside</p>	<div data-bbox="776 296 1058 394"><i>Advanced Care Staffing Settlement</i> c/o [Settlement Administrator] [ADDRESS] [ADDRESS]</div> <div data-bbox="1125 283 1304 434" style="border: 1px solid black; padding: 5px; text-align: center;">PRESORT FIRST CLASS U.S. POSTAGE PAID</div> <div data-bbox="781 583 1239 667"> 0 1 2 3 4 5 6 7 8 9 0 1 0 2 0 3 0 4</div> <p>Postal Service: Please do not mark barcode</p> <p>ID: [number]</p> <p>[Name and Address]</p>
--	--

[See next page]

A settlement has been reached in a class and collective action against Advanced Care Staffing, LLC and Priority Care Staffing, LLC (“Defendants”), for alleged violations of certain laws. Defendants dispute the allegations in the lawsuit, deny any wrongdoing, and have entered this Settlement to avoid spending the time, expense, and resources associated with ongoing contested legal proceedings. The Court has not decided whether any party has “won” or “lost” the lawsuit.

You should have already received a Postcard Notice of the settlement, an Email Notice, and a check. These Notices summarize the proposed Settlement. The full terms are available at the Settlement Website, which you can access through this QR Code:



### **IMPORTANT**

The Settlement Administrator’s records show that you have not cashed your settlement check. **If you do not do so by [DATE], the amount set forth in your check may be redistributed to other class members and/or reported as unclaimed funds to your state’s unclaimed property fund.**

**Also, if you have not yet submitted an FLSA Consent and Release Form** (which was mailed to you and can also be found and submitted at the Settlement Website), you must do so by \_\_\_\_ to receive the FLSA portion of your settlement payment allocation.

If you have lost or did not receive your check, or prefer payment through another method, please contact the Settlement Administrator as soon as possible at [NUMBER] or by email at [EMAIL].

## **EXHIBIT 6**

### **PROPOSED POSTCARD NOTICE**

PageID #: 834

## COURT ORDERED NOTICE

**Advanced Care Staffing  
& Priority Care Staffing  
Settlement**

Class and Collective Action  
Notice on Reverse

**QR CODE**

Advanced Care Staffing Settlement

C/O ADMINISTRATOR

ADDRESS

ADDRESS

PRESORT  
FIRST CLASS  
U.S. POSTAGE  
PAID



Postal Service: Please do not mark barcode

ID: 00001234

First Last

Address1

Address2

City State Zip Code

A settlement has been reached in a class and collective action against Advanced Care Staffing, LLC and Priority Care Staffing, LLC ("Defendants"). This Notice summarizes the proposed Settlement. The full terms are available at the Settlement website, which you can access by scanning the QR Code on the front of this postcard.

**Am I a Class Member and What Does the Settlement Provide?** This case involves class action claims related to Defendants' employment practices, including claims related to paying in order to leave before the end of your contract. You are automatically included in the class action claims if you are a healthcare workers who entered the U.S. through Advanced Care Staffing, LLC or Priority Care Staffing, LLC's foreign nurse recruitment program and entered into contracts with Advanced Care Staffing, LLC or Priority Care Staffing, LLC at any point between **September 16, 2012 and June 11, 2025**. If the Court approves the Settlement, then you may be eligible to receive one or more of these benefits:

- If you paid Defendants any money in connection with leaving before the end of your contract, you will receive that money back through the NY Attorney General and U.S. Department of Labor. The total amount being distributed through the Attorney General and Department of Labor is \$663,668.66.
- The balance of the settlement amount is \$526,331.34, which will be distributed through this Settlement. The average per person payment is expected to be approximately \$1,200.
- If you currently owe Defendants money in connection with leaving before the end of your contract, you will not be required to pay them anymore. If, as of June 11, 2025, you were a current employee, you will benefit from changed practices, including not having to pay Defendants if you resign for Good Reason and having the amount you owe if there is no Good Reason capped at \$5,000. The definition of Good Reason and other details about the changes you could benefit from are listed in the full Settlement Agreement available at [URL](#). This notice is just a summary.

**Am I also a Collective Member and What Does that Mean?** You are eligible to join the collective if you fall within the class definition provided above and your employment dates were any point between June 11, 2022 and June 11, 2025. If you are eligible to join the collective, a tear-off consent form is attached to this Postcard. If the Court approves the Settlement and if you timely submit a consent form and are eligible to join the collective, the share you would otherwise receive from the \$526,331.34 will increase by approximately 10%. If you do not join the collective, you will still receive payment if the Court approves the Settlement. Your payment will just be a lower amount. Please note the additional release language on the consent form.

**How will I get paid?** If you are eligible to receive a payment under this Settlement, you will receive a check. If you want to be paid another way, please contact the Settlement Administrator or visit the website.

**What If I Don't Like the Settlement?** You can exclude yourself or object. If you do not exclude yourself, you cannot sue Defendants for the claims released in this case, but you will receive one or more of the benefits described above. To exclude yourself and keep any rights you may have to sue Defendants over the legal issues in this lawsuit, write the Settlement Administrator by **[date]**. If you do not exclude yourself, you may object to the proposed settlement. To do so, you must file a timely written objection with the Clerk of Court by **[date]**.

**Who Represents Me?** The Court has appointed the law firms of Nichols Kaster, Towards Justice, Kakalec Law, and Katz Banks Kumin as Class Counsel. Class Counsel intend to apply to the Court for an award of attorneys' fees in an amount not to exceed \$175,443.78, costs not to exceed \$21,333.59, expenses of the Settlement Administrator estimated to be \$12,000, and service payments to the two Plaintiffs who started this lawsuit in amounts not to exceed \$10,000 each.

**When Will the Court Consider the Settlement?** There will be a final approval hearing to consider approval of the proposed Settlement on **[date, time and location]**.

**How Do I Get More Information?** You can visit the Settlement Website or contact the Settlement Administrator at **[email]** or **[phone]**, or contact Class Counsel at **[email]** or **[phone]**.

## **EXHIBIT 7**

### **PROPOSED PRELIMINARY APPROVAL ORDER**



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

CHERRY LYN MICLAT and BENZOR  
SHEM VIDAL, individually and on behalf of  
all others similarly situated,

*Plaintiffs,*

v.

ADVANCED CARE STAFFING, LLC and  
PRIORITY CARE STAFFING, LLC,

*Defendants.*

Civ. Action No.:  
1:23-cv-05296-NRM-MMH

**[PROPOSED] ORDER GRANTING PRELIMINARY SETTLEMENT APPROVAL**

Based on Plaintiffs' Unopposed Motion for Preliminary Approval of the proposed class and collective action Settlement between Plaintiffs and Defendants, and good cause shown therein, Preliminary Approval, including Class Certification under Rule 23 and Conditional Collective Certification under the FLSA for settlement purposes only, is GRANTED as set forth below in accordance with Federal Rule of Civil Procedure 23, the FLSA, and other applicable law.

1. The Settlement Agreement, dated September \_\_, 2025, including its exhibits (the "Settlement Agreement"), and the definition of words and terms contained therein, are incorporated by reference in this Order.

2. Certification for Settlement Purposes Only. Pursuant to Federal Rule of Civil Procedure 23, the Court certifies, for settlement purposes only, the following Settlement Class and Collective:

Settlement Class: All Healthcare Workers who entered the United States through Advanced Care Staffing, LLC or Priority Care Staffing, LLC's foreign nurse recruitment program

and entered into contracts with either Advanced Care Staffing, LLC or Priority Care Staffing, LLC at any point from September 16, 2012 to June 11, 2025.

Settlement Collective: All Healthcare Workers who entered the United States through Advanced Care Staffing, LLC or Priority Care Staffing, LLC's foreign nurse recruitment program and entered into contracts with either Advanced Care Staffing, LLC or Priority Care Staffing, LLC at any point between June 11, 2022 and June 11, 2025.

3. In connection with certification, the Court makes the following findings for settlement purposes only:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Settlement Class for purposes of determining whether this Settlement should be finally approved;
- c. The Class Representatives' claims are typical of the claims being resolved through the proposed Settlement;
- d. The Class Representatives and their counsel are capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed Settlement;
- e. Common questions of law and fact predominate over questions affecting only individual persons in the Settlement Class, making the Settlement Class sufficiently cohesive to warrant settlement by representation; and
- f. Certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

- g. The requirements of Fed. R. Civ. P. 23(b)(2) are met because the relief agreed to is appropriate respecting the class as a whole.
  - h. Based on the preliminary showing of counsel, the Putative Settlement Collective Members are similarly situated for the purpose of notice.
4. Class Counsel. Nichols Kaster, PLLP, Towards Justice, Kakalec Law PLLC, and Katz Banks Kumin LLP are hereby APPOINTED as Class Counsel.
5. Class Representatives. Cherry Lyn Miclat and Benzor Shem Vidal are hereby APPOINTED Class Representatives.
6. Preliminary Approval of the Settlement is within the Range of Reasonableness. The Court preliminarily finds the Settlement within the range of reasonableness based on:
- (a) the complexity, duration, and procedural posture of the Action;
  - (b) the risks and costs of continued litigation;
  - (c) the adequate relief for Settlement Class Members;
  - (d) the adequacy of representation Class Representatives and Class Counsel provided;
  - (e) the absence of fraud or collusion between the parties in reaching the Settlement;
  - and
  - (f) the equitable allocation of funds between class members.
7. Class Notice. The parties' proposed notices are APPROVED for distribution in accordance with the Settlement Agreement. The parties are permitted to make non-substantive changes prior to distribution and posting, including to include applicable deadlines and contact information.
8. CPT Group is APPOINTED as Settlement Administrator.

9. Opt-Outs, Opt-Ins, and Objections. Putative Settlement Class Members shall have the right to opt out or object to this Settlement pursuant to the procedures included in the Settlement Agreement. Putative Settlement Collective Members shall have the right to opt into the FLSA portion of this Settlement. The deadline to opt in, opt out, or object is sixty (60) days from the sending of the Postcard Notice.

10. Final Approval Hearing. A Final Approval Hearing is set for \_\_\_\_\_, 202\_\_  
at \_\_\_\_\_, in Courtroom \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Nina Morrison  
United States District Court Judge

**EXHIBIT 8**  
**GLOBAL TERMS SHEET**

**Key Terms**

*Secretary of Labor v. Advanced Care Staffing, LLC, et al.*, 1:23-cv-02119-NRM-MMH  
*Vidal v. Advanced Care Staffing, LLC*, 1:22-cv-05535-NRM-MMH  
*Miclat v. Advanced Care Staffing, LLC, et al.*, 1:23-cv-05296-NRM-MMH  
NYOAG Matter

**I. CLASS MEMBERS**

Settlement Class Members in the Vidal/Miclat action are healthcare workers who entered the United States through ACS's or PCS's (the "Companies") foreign nurse recruitment program and entered a contract with the Companies. The Settlement Class includes the following four groups:

- (1) current employee Settlement Class Members who have not yet completed their term under that contract as of the date this Terms Sheet is executed;
- (2) current employee Settlement Class Members who completed their contractual period with the Companies as of the date this Terms Sheet is executed;
- (3) former employee Settlement Class Members who paid the Companies money in connection with resigning, as of the date this Terms Sheet is executed; and
- (4) former employee Settlement Class Members who the Companies contend owe the Companies money in connection with resigning as of the date this Terms Sheet is executed.

There may be overlap between groups 3 and 4. Group 4 will have their debt entirely forgiven as discussed herein and, to the extent Group 4 class members are also in Group 3, they will receive monetary relief equivalent to full reimbursement of money paid to the Company as well. Class members who are current employees as of the date this Term Sheet is signed are referred to as "Current Employee Class Members."

**II. MONETARY RELIEF**

- A. \$1,190,000 Total Monetary Payment to cover a global settlement (to be clear, that is an all-in payment **inclusive** of the fees, costs, and any service award). Defendants shall pay \$663,668.66 of the Total Monetary Payment within 30 days of the execution by Defendants and the OAG of the Assurance of Discontinuance (AOD). Defendants shall pay the balance of the Total Monetary Payment on the effective date of the class settlement (which shall not be until the Court grants final approval of the Settlement). No portion of the Total Monetary Payment shall revert to Defendants.
- B. From the Total Monetary Payment, a total of \$663,668.66 will be distributed to nurses who paid money in connection with leaving (i.e., members of Groups 3), through the settlements of OAG's and USDOL's cases (*see* Paragraphs IV.D.1 and IV.D.2), in per-employee amounts to be determined in OAG's and USDOL's discretion. OAG and

USDOL will determine the amounts due to these former employees (who will not have benefited from any prospective injunctive relief), without regard to the costs that some of the parties may agree are recoverable prospectively from Current Employee Class Members (e.g., Paragraph III.D). If more than \$663,668.66 has been paid by nurses as of the date this Terms Sheet is executed, Defendants will increase the Total Monetary Payment by that additional amount and such additional amount shall also be paid through the settlements of the OAG's and USDOL's cases.

- C. Monetary relief for other alleged damages suffered by Class Members will be distributed according to a formula to be determined and agreed upon.

### III. NON-MONETARY RELIEF

- A. The Companies will adopt a new contract that contains all terms already agreed-upon, which are:

1. Companies will *remove* from current and future contracts with nurses:
  - The arbitration provision.
  - The provision enabling them to recover lost profits from a breach.
  - ACS will remove the post-employment non-compete provisions in its contracts and make other changes to the confidentiality provisions, to be further discussed by the parties. Contracts can still prohibit workers from working for a competitor during the time that they are employed by ACS.
2. The Companies will *include* in future agreements with nurses a clear, easy-to-understand Exhibit that (a) informs the nurse of the cost of each benefit being offered (and, in the event of an airplane ticket, which may have a variable expense associated, the nurse will be informed of the actual cost of the flight before it is booked on the nurse's behalf), (b) states that the Companies may (in the event of a breach) seek to recover the costs of the benefits, and (c) offers a simple OPT-IN or OPT-OUT option (e.g., via checkboxes) of each of those expenses. For purposes of clarity, in no circumstance will a nurse be required to have the Companies incur any of the enumerated expenses on the nurse's behalf.
3. If the Companies contend that a nurse has without Good Reason resigned from their job before the end of the stated contract term, the Company will offer to the nurse:

- An opportunity for informal mediation before a third-party mediator at JAMS to be selected by agreement of the parties and, if no agreement is reached, pursuant to the then-existing JAMS employment arbitration rules. The mediator's fees will be paid by the Companies and shall not be reallocated to the nurses. For the avoidance of doubt, each party to the mediation will bear the fees and costs of the representative (if any) that they bring to the mediation.
  - Nurses will be informed that they have the right to and will have the right to bring a representative of their choosing to any discussion with the Companies or mediator regarding "breach" or payment for the same. If the nurse chooses not to bring a representative, they must acknowledge in writing that they have the right to a representative but are choosing not to have one. If the nurse will not so acknowledge, ACS will retain the communication in which it so informed the nurse and will provide the writing to the USDOL/NYAOG when it makes the reports of the information in Section B.1. below.
  - Notice will be provided sufficiently in advance of any such meeting or mediation so that the nurse will have a meaningful opportunity to choose a representative.
  - A notice of rights, in a form to be negotiated by the parties.
- B. The Companies will agree to the following compliance provisions for three years following the date the Consent Judgment and AOD are signed (whichever is later):
1. The Companies will make reports once every six months (for three years) to USDOL/NY OAG on any amounts collected from employees, the basis for collecting those amounts, and the procedures used to collect.
  2. The Companies will designate a compliance officer and clear procedures for employees to report concerns.
  3. The Companies will engage a community-based organization to provide periodic trainings to employees on their rights under the law and under the agreement. For the avoidance of doubt, this term is not specifically required by USDOL and will not appear in the USDOL Consent Judgment.
  4. The Companies will brief their office staff and supervisory employees on the new terms of any contract.



- C. The Companies will entirely forgive the debt of former employees who, as of the date this Terms Sheet is executed, the Companies contend owe money in connection with resigning before completing their contractual period.
- D. As to Current Employee Class Members, the Companies will only be able to collect agreed upon Actual Direct Costs absent resignation for Good Reason. Current Employee Class Members will also receive all post-hire non-monetary relief provided in Paragraphs III.A.1, III.A.3, and III.E through III.J of this Term Sheet.
- E. The Companies will make an express statement in their contracts and notices of contract amendments that the Companies will not be entitled to and will **not** pursue the following categories of damages with respect to any claim related any current, former, or future nurse's purported breach of an employment term:

- Lost Profits or overhead
- Attorneys' Fees and Costs, or other costs of collection or interest accrued on the expenses through the date of the alleged breach.
- Costs of hiring a replacement or upfront indirect costs of having recruited or hired the worker (other than as specified below)

- F. ACS's contract will state that, except for resignations for Good Reason (defined below) the nurse's repayment obligations will be Actual Direct Costs (defined below) prorated based on time worked as discussed below. ACS will provide Current Employee Class Members with a notice that their contracts have been amended to conform to these limitations, which are spelled out as follows:

1. Actual Direct Costs shall mean documented expenses that (1) the Company has actually incurred and paid to a third party, and (2) are primarily for the benefit of the worker and not primarily for the Company's benefit.

2. Actual Direct Costs will be limited to the following categories, subject to an overall cap for Current Employee Class Members of \$5,000, increased annually by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJ-PA metro area:

- One-way airfare to the United States
- NCLEX Exam Fee and Processing Fee
- English Exam Fee and Processing Fee
- State Licensing Fee

- License by Endorsement to the extent requested by the nurse (but the Companies have never and will never *require* a nurse to seek License by Endorsement; this is only for nurses who *request* to be placed in a state different from where they are currently licensed)
  - Premium Processing Fee to the extent requested by the nurse (but the Companies have never and will never *require* a nurse to request Premium Processing; further, the Companies will add language to the Opt-In/Opt-Out Form stating that the Premium Processing fee does not guarantee that the government will process or approve the application by a date-certain).
  - Upon selection by the nurse, either (1) cash advance for rent and living expenses; or (2) actual costs paid to a third party on the nurse's behalf for rent and living expenses
  - Immigration filing-related costs (only applicable to costs for immigration statuses that provide permanent status)
3. Notwithstanding the foregoing, ACS will ***not*** be able to recover costs for the following as Actual Direct Costs from current or future nurses:
- Asylum program fee
  - Transport to Airport
  - Concierge Services
  - License by Endorsement if not requested by the nurse
  - Premium Processing fee if not requested by the nurse
  - Any costs prohibited by 20 C.F.R. § 656.12 are not recoverable; provided, however, that the parties agree that the costs identified in Section 2 (above) are not prohibited by 20 C.F.R. § 656.12.
4. The burden of proof as to the amount of Direct Costs, and their benefit to the employee, would be on the Company.
5. ACS will not seek to recoup any Direct Costs not disclosed in advance to the nurse prior to commencing employment and prior to advancing those costs. All nurses will have the option to elect which Direct Costs they wish ACS to advance prior to signing their contract with ACS and then will have the option to decline any advance before ACS expends it. The parties will negotiate the details of relevant disclosure forms.

6. This forward-looking relief does not absolve ACS of complying with relevant laws, including the trafficking laws, and nothing in this relief is intended to suggest that any individual nurse recruited by or employed by ACS in the future may not experience coercion rising to the level of “serious harm” depending on the nurse’s particular circumstances and working conditions.
  7. In the event a nurse resigns before the end of the contract term, ACS will provide nurse an itemized copy of the Actual Direct Costs it and (if pro-ration applies) the pro-rated amount it seeks to collect.
  8. ACS and nurse will attempt to reach agreement on the amount, which may be a lower amount than the amount ACS initially seeks to recover. Nurses will be given an opportunity to have a representative of their choosing (at the nurse’s own cost) and a meaningful opportunity to choose a representative (at the nurse’s own cost) prior to discussion of payment amounts. *See* Section III(A)(3).
  9. ACS will offer nurses who resign without Good Reason a payment plan as discussed below.
- G. ACS will also include the following protections in its contracts, and will provide Current Employee Class Members notice that their contracts have been amended accordingly to include these terms:
1. No repayment in event of long-term disability (as defined in the Company’s then-operative long-term disability plan) or death
  2. No repayment if the employee is terminated without cause
  3. No repayment if the employee resigns for “Good Reason.” Good Reason includes:
    - A demonstrated long-term (i.e., more than six months) need to care for a family member with a serious illness or a mandatory relocation for a spouse’s job (though, if ACS offers the nurse a job in the relocated location, it shall not be “good reason”).
    - ACS materially breaches contract.
    - Nurse demonstrates a good faith reasonable belief that they were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety, after nurse provides notice of breach (to the extent notice and cure is practicable) and ACS fails to cure the breach within 10 business days.
    - Nurse demonstrates a good faith and reasonable belief that their placement violates the NYLL, including as to mandatory overtime, day of rest, and meal

breaks, after nurse provides notice of breach (to the extent notice and cure is practicable) and ACS fails to cure the breach within 10 business days.

- Nurse demonstrates a good faith and reasonable belief that they are subject to illegal discrimination after nurse provides notice of breach (to the extent notice and cure is practicable) and ACS fails to cure the breach within 10 business days.
  - Hospital/ACS failure to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after nurse provides notice of breach (to the extent notice and cure is practicable) and ACS fails to cure the breach within 10 business days.
4. If there is a dispute as to whether a nurse has resigned with Good Reason, the Mediator shall provide the parties the Mediator's view on whether Good Reason exists. That view shall not be preclusive or admissible for any reason in litigation. Absent agreement to adopt the Mediator's view, the nurse will have no payment obligation until a judicial determination is made regarding whether the nurse resigned with Good Reason.

H. ACS will agree to pro-ratio on amounts owed on the following terms:

1. For Current Employee Class Members and nurses who begin working for Defendants in New York State after the date that this Term Sheet is executed, proration will start after 900 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked. By way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 750 hours worked, then the Nurse's repayment obligation shall be \$5,000. Also, by way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 1,050 hours worked, then the Nurse's repayment obligation shall be \$5,000 less \$138.88 (which represents 1/36th of \$5,000).
2. For nurses who begin working for Defendants outside of New York State after the date that this Term Sheet is executed, proration will start after 1,800 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked. By way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the nurse resigns without Good Reason after 1,795 hours worked, then the Nurse's repayment obligation shall be \$5,000. Also, by way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 1,970 hours worked, then the Nurse's repayment obligation shall be \$5,000 less \$138.88 (which represents 1/36th of \$5,000).

I. ACS will agree to allow payment plans for all nurses who come to owe Actual Direct Costs, as follows:

1. 50% of Actual Direct Costs are to be paid upon termination of employment (or within 30 days thereafter); and
  2. the remaining 50% to be paid within 150 days after termination of employment.
- J. For the avoidance of doubt, the cap referenced above will not apply to contracts entered with nurses who are not employed by the Companies as of the date this Term Sheet is signed, except as provided for in the AOD with the NY AOG (attached here as Exhibit A).
- K. ACS agrees not to include arbitration requirements in any contract with a nurse and not to bring any action against a nurse in arbitrations.
- L. ACS will agree to limit contract terms to 5,460 hours, inclusive of hours actually worked by nurses, including overtime hours.

#### **IV. Additional Terms, and NYAG, USDOL Settlements**

- A. Non-admission of liability/wrongdoing in the private plaintiffs' settlement.
- B. Mutual Releases between the Named Plaintiffs and ACS.
- C. Terms of any media/public statements to be discussed between ACS and private plaintiffs. (As previously discussed, USDOL and OAG cannot make any agreement regarding press.)
- D. USDOL and OAG would not be parties to the private settlement. Instead:
1. NYAG and Defendants would enter into an Assurance of Discontinuance, the terms of which are attached hereto as Exhibit A.
  2. USDOL and Defendants would enter a Consent Judgment, to be submitted to Judge Morrison for review and approval pursuant to the deferential, "fair and reasonable" standard for judicial approval of consent judgments involving federal enforcement agencies. *E.g., SEC v. Citigroup Global Markets, Inc.*, 752 F.3d 285, 294 (2d Cir. 2014). The Consent Judgment would include the following terms, in addition to other language that USDOL requires in FLSA Consent Judgments (which the parties can continue to discuss in further detail as negotiations may progress), and any other language that the parties may negotiate:
    - Except as expressly agreed otherwise between USDOL and Defendants, the Consent Judgment would not include any other terms negotiated in the other pending cases or the NYAG's investigation.

The three named Defendants who will be parties to and bound by the Consent Judgment are ACS, PCS, and Klein. In addition, consistent with Rule 65(d), the Consent Judgment will contain language memorializing that the injunctive relief binds any of Defendants'

officers, employees, agents, and any persons in active concert or participation, to the extent they have received notice of the injunctive terms.

- USDOL would not recover any money in the Consent Judgment. Instead, USDOL would deem the \$663,668.66 recovered by NY OAG in the AOD to also satisfy the full amount of back wages and liquidated damages due to Defendants' former employees under the Fair Labor Standards Act, with respect to the FLSA claims litigated in this case (i.e., with respect to all the claims litigated in USDOL's case). The Consent Judgment will set forth the employees' names and the per-employee amounts allocated, which USDOL will calculate in its sole discretion. USDOL intends to allocate back wages and liquidated damages to all former employees whom Defendants' settlement production indicate have repaid amounts to Defendants, within the statute of limitations of USDOL's case (at the time of this term sheet, 71 people).
- As noted above, Defendants will have paid \$663,668.66 to NYAG in one lump sum within 30 days of Defendants and NYAG's execution of the AOD.
- USDOL will deem Defendants' payment to OAG as satisfying in full Defendants' payment obligation under USDOL's Consent Judgment, and OAG's subsequent distribution of the per-employee amounts (in amounts of individual restitution expected to be greater than the FLSA amounts due in USDOL's case), as distribution of the back wages and liquidated damages allocated as due in this Consent Judgment.
- The Consent Judgment will not permit reversion to Defendants of any funds Defendants pay to OAG. *See* 29 U.S.C. § 216(c).
- The Consent Judgment would contain the following language: "Neither the commencement of this action nor the provisions of this Consent Judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees of Defendants not listed on Exhibit A of this Consent Judgment, be they current or former employees, to file any action against Defendants under Section 16(b) of the Act or likewise for any current or former employee listed on Exhibit A of this Consent Judgment to file any action against a Defendant under Section 16(b) of the Act for any violations alleged to have occurred before March 21, 2021 or after April 22, 2025. At Defendants' request, the Consent Judgment would also contain the following language: "The parties understand and agree that pursuant to Section 16(c) of the Act, this action by the Secretary has terminated the rights of the employees listed in Exhibit A of this Consent Judgment to bring any action against Defendants under Section 16(b) of the Act for violations of the Act alleged to have occurred from March 21, 2021 to April 22, 2025."
- Prospective injunction generally requiring compliance with the FLSA, including compliance with FLSA Sections 6, 7, 11(a), 11(c), 15(a)(2), 15(a)(3), and 15(a)(5), including prohibiting violations of the minimum wage, overtime pay, and recordkeeping requirements, prohibiting retaliation, and prohibiting kickbacks to Defendants of funds distributed per the Consent Judgment, with any other language or terms of this injunction as the parties may further negotiate.



- Prohibitory injunction, tailored to the Department's claims in this litigation, that Defendants shall be prohibited from seeking recovery from any workers, of Defendants' overhead, lost/future/anticipated profits, the costs of recruiting or hiring a replacement, the indirect upfront costs of having recruited or hired the worker, and costs of collection (including attorneys' fees, arbitration costs, and interest allegedly accrued through the date of an employee's alleged breach)) of any prohibited amounts. This includes non-enforcement of any provisions of current contracts purporting to permit Defendants to recover such amounts, and notice to affected employees that they are being released from such provisions to the extent that the provisions purport to permit Defendants to recover such amounts. For the avoidance of doubt that, the notice will state the affected employee is not being released from provisions of current contracts that purport to permit Defendants to recover Actual Direct Costs. Specific language to be negotiated as part of the full Consent Judgment.
- Defendants will train their office staff and supervisory employees on the terms of the Consent Judgment including the prohibition on recovery of certain costs from employees, with specific details/language to be negotiated as part of the full Consent Judgment.
- Defendants would specify in all future contracts (*i.e.*, that post-date entry of the Consent Judgment) with their clients that compliance with applicable laws includes a requirement to comply with any investigation conducted by USDOL relating to Defendants' employees, including freely interviewing Defendants' employees working at the client's facilities, timely providing documents upon request, and prohibiting retaliation. (As previously discussed, USDOL will not require that Defendants terminate contracts with clients in the event of specific triggers, beyond any existing provisions in Defendants' contracts that may provide for termination in the event of breach.)
- Defendants will designate a compliance officer with sufficient experience/authority, whose duties would include promptly addressing employee concerns of wage/safety issues, and clear procedures for employees to report such concerns (including free from retaliation). Further details to be negotiated.
- For three years from the date of the Consent Judgment, Defendants will make period reports to USDOL on the amounts collected from employees for employees' asserted breach of contract, the basis for collecting those amounts, and the procedures used to collect, with specific details/language to be negotiated as part of the full Consent Judgment.
- Court to retain jurisdiction to enforce the Consent Judgment.
- As previously discussed and except as set forth below, USDOL will not require admission language (except as specifically set forth below), and the parties will negotiate a mutually agreeable description of the parties' positions as to the claims (which, if the parties agree, could include silence). USDOL reiterates that it cannot agree to non-admission language. USDOL will require admission language only as follows, consistent with certain of Defendants' binding admissions in their answer:

- Defendant Klein will admit that during the relevant time period he was an employer, within the meaning of 29 USC 203(d), of ACS's and PCS's employees. (Consistent with Defendants' Answer, paragraphs 30, 45).
- Defendants ACS and PCS will admit that during the relevant time period they were each an enterprise under 29 USC 203(r) and 203(s) and that the Act's provisions applied to Defendants ACS and PCS. (Consistent with Defendants' Answer, paragraphs including 48-50, 55, 57-59, 63).
- USDOL will not negotiate with Defendants in any way regarding press, including but not limited to any wording in any Department press release or media comment.

*Benjamin Jacobs*

06/11/2025

Counsel for all Defendants

Date

*Anna Prakash*

06/11/2025

Counsel for Vidal/Miclat  
and putative class

Date

*Alexander M. Kondo*

06/11/2025

On behalf of DOL

Date



**EXHIBIT A**

PEOPLE OF THE STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL  
LABOR BUREAU

---

IN THE MATTER OF THE INVESTIGATION  
OF LETITIA JAMES, ATTORNEY GENERAL  
OF THE STATE OF NEW YORK

ASSURANCE OF  
DISCONTINUANCE

OF

AOD No. 25-025

ADVANCED CARE STAFFING, LLC,  
PRIORITY CARE STAFFING, LLC, and  
SAMUEL KLEIN.

---

The Office of the Attorney General of the State of New York (“OAG”) has investigated ADVANCED CARE STAFFING, LLC (“ACS”), PRIORITY CARE STAFFING, LLC (“PCS”), and SAMUEL KLEIN, in his capacity as Chief Executive Officer of both ACS and PCS (collectively referred to herein as the “Respondents”) pursuant to New York Executive Law § 63(12).

The OAG examined whether Respondents’ employment contracts and enforcement of a provision mandating foreign-recruited nurses to pay a substantial penalty upon failure to fulfill a two-or three-year employment commitment is a violation of the Trafficking Victims Protection Act (“TVPA”) § 1589, New York contract law, and New York Executive Law § 63(12). This investigation is referred to herein as the “OAG Investigation.” As used herein, the term “Nurse” refers only to foreign nurses who live(d) or work(ed) in New York during their employment with Respondents.

This Assurance of Discontinuance (“AOD”) contains the OAG’s findings in connection with the OAG Investigation and the relief agreed to by the OAG and the Respondents (collectively,

the “Parties”). The restitution agreed to in connection with the OAG Investigation will be paid by Respondents in accordance with Paragraph 41, below.

The matters at issue in the OAG Investigation are also included as overlapping claims in *Vidal v. Advanced Care Staffing, LLC*, 22-cv-5535 (NRM)(MMH) (E.D.N.Y.) (the “Vidal Litigation”), *Miclat v. Advanced Care Staffing, LLC, et al.*, 23-cv-5296 (NRM)(MMH) (E.D.N.Y.) (the “Miclat litigation”), and the U.S. Department of Labor’s (“USDOL”) litigation against Respondents, *Su v. Advanced Care Staffing, LLC, et al.*, 23-cv-2119 (NRM) (MMH) (E.D.N.Y.) (the “USDOL litigation”). The OAG and the parties to the Vidal, Miclat and USDOL litigation participated in global settlement discussions and agreed, that Respondents will pay \$663,668.66 to the OAG as described in Paragraph 41 below in addition to the injunctive relief described in Paragraphs 18 through 40 below. The \$663,668.66 will be distributed to Nurses who paid fees to Respondents in connection with termination of employment through the execution date of this AOD (the “Effective Date”). The parties anticipate that USDOL’s litigation will be resolved through a Consent Judgment, which will set forth the settlement terms of that litigation. The USDOL will deem the \$663,668.66 paid to the OAG to satisfy in full Respondents’ payment obligations under that Consent Judgment. The Vidal and Miclat litigation will recover an additional amount and seek approval of their settlement.

## **OAG’S FINDINGS**

### **Introduction and Background**

1. Advanced Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Advanced Care Staffing has its principal place of

business located at 1000 Gates Avenue, 5<sup>th</sup> Floor Brooklyn, NY 11221. Advanced Care Staffing is an employer within the meaning of the New York Labor Law (“NYLL”).

2. Priority Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Priority Care Staffing has its principal place of business located at 241 W 37th St Suite 1001, New York, NY 10018. Priority Care Staffing is an employer within the meaning of the New York Labor Law (“NYLL”).

3. Samuel Klein is Chief Executive Officer of Advanced Care Staffing and Priority Care Staffing. He has held the position since at least 2017 and was involved in the hiring, firing, and supervision of employees, as well as setting the employees’ rates of pay.

4. Respondents employ foreign nurses and place nurses at nursing home and long-term care facilities. Respondents contract with health care facilities to provide them with staffing while remaining the direct employer of the nurses placed at client facilities.

5. The OAG commenced its investigation in July 2023. It covers the time period of July 26, 2013 through May 28, 2025 (the “Relevant Period”). During the Relevant Period, Respondents recruited nurses from abroad and offered to sponsor nurses for visas leading to permanent residence in the U.S. Under these arrangements, Respondents covered (among other things) the costs associated with the nurses’ immigration processes and applications and travel to the United States.

#### **Practices Related to Employment Contracts with Foreign Nurses**

6. The TVPA § 1589 prohibits providing or obtaining the labor or services of a person by using: force, threats of force, physical restraint, or threats of physical restraint; serious harm or threats of serious harm; the abuse or threatened abuse of law or legal process; or, any scheme, plan,

or pattern intended to cause the person to believe that, if that person did not perform such labor or services, that person would suffer serious harm or physical restraint. 18 U.S.C. § 1589(a).

7. Based on its investigation of Respondents, the OAG concluded that Respondents violated the TVPA and Executive Law § 63(12), insofar as Nurses recruited by Respondents experienced sufficiently serious actual or threatened financial harm by virtue of their contracts with Respondents.

8. Specifically, between 2019 and 2022, Respondents provided employment contracts to foreign nurse recruits that included a mandatory repayment provision, which obligated a Nurse to pay \$20,000 if they resigned (unless ACS failed to complete the immigration sponsorship or if ACS failed to pay wages in accordance with federal and state law) or were fired for cause before the end of their two (2) or three (3) year contract terms.

9. Between 2022 and the present, Respondents amended their existing contract to no longer contain a specific dollar amount penalty provision but the contract still imposed on Nurses who resigned (unless ACS failed to complete the immigration sponsorship or if ACS failed to pay wages in accordance with federal and state law) or were fired for cause before the end of the contractual term damages of an unknown magnitude and lost profits. The contract required disputes to be arbitrated, required nurses to pay fees to participate in arbitration, and contained a “loser pays” provision, which held nurses responsible for attorney’s fees and arbitrator’s fees in the event they were found liable for termination damages in arbitration.

10. Respondents used the amended version of the contract with new hires. Respondents effectively continued to enforce the \$20,000 penalty by sending letters and emails indicating that they would seek at least as much in arbitration if the nurses did not reconsider their resignation.

11. Samuel Klein is individually liable for the violations given his role in the hiring, firing, and supervision of employees and his role in setting employees' rates of pay.

12. To resolve the OAG's investigation without the necessity of prolonged and expensive litigation and in exchange for the consideration provided herein, Respondents have agreed to enter into this AOD. As regards the allegations in Paragraphs 7 through 11, the OAG, ACS, PCS, and Samuel Klein acknowledge and agree that this AOD does not constitute an adjudication by a Court, agency, or any other adjudicatory body.

13. Based on the foregoing, the Attorney General has concluded that Respondents engaged in persistent and repeated illegality in violation of Executive Law § 63(12) and the Trafficking Victims Protection Act ("TVPA") § 1589, insofar as Nurses recruited by Respondents experienced sufficiently serious actual or threatened financial harm by virtue of their contracts with Respondents.

14. The OAG finds the relief and agreements contained in this AOD appropriate and in the public interest. THEREFORE, the OAG is willing to accept this AOD pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Executive Law § 63(12) based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

**RELIEF**

**Entities Bound By the AOD**

15. This AOD binds Samuel Klein, individually, Advanced Care Staffing, and Priority Care Staffing, their successors and assigns as well as (in their capacities as agents and/or owners of Respondents) their principals, directors, beneficial owners, officers, and shareholders.

**Compliance with TVPA and Other Laws Governing Employment Practices**

16. Respondents hereby acknowledge that they understand and will comply with all applicable federal, state, and local laws, including but not limited to the TVPA and the NYLL. Respondents agree and acknowledge that any violation of such laws is a violation of this AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in Paragraph 14, in addition to any other appropriate investigation, action, or proceeding.

17. Respondents agree to comply with all provisions of NYLL § 167 and will make any related records available to the OAG upon reasonable request, including but not limited to notice to employees of the restrictions on consecutive hours of work for nurses and full access to the contact information of their employees to reach them through mail, telephone, or electronic means.

**Programmatic Relief**

18. Respondents will begin to implement the relief described in Paragraphs 19 to 40 *infra* within 30 days of the full execution of this AOD (the “Effective Date”), unless otherwise specified.

19. Respondents will remove from the current employment contract and will not include in any future employment contracts with Nurses:

- a. The arbitration provision, including any requirement for Nurses to participate in arbitration proceedings to determine the amount of damages owed to Respondent due to breach of contract, any requirement for Nurses to pay Respondent’s attorneys’ fees in an arbitration proceedings, and any requirement for Nurses to pay arbitration fees.
- b. The provision enabling Respondents to recover lost profits from a breach of contract with Nurses.

- c. The provisions from its contracts prohibiting Nurses from working for a competitor after the Nurse ceases employment with Respondents.
- d. Any provision that has the same or similar intent or meaning as the prohibited terms set forth in subsections 19(a) through 19(c), above; provided, however, that a contract with a current or future Nurse that is consistent with Paragraphs 29-32 shall not need be deemed to violate this Paragraph 19.

20. Respondents will include in future agreements with Nurses a clear, easy-to-understand Exhibit that (a) informs the Nurse of the cost of each benefit being offered (and, in the event of an airplane ticket, which may have a variable expense associated, the Nurse will be informed of the actual cost of the flight before it is booked on the Nurse's behalf), (b) states that the Respondents may (in the event of a breach) seek to recover the costs of the benefits, and (c) offers a simple OPT-IN or OPT-OUT option (e.g., via checkboxes) of each of those expenses. In no circumstance will a Nurse be required to have the Respondent incur any of the enumerated expenses on the Nurse's behalf. Respondents will submit the proposed Exhibit to the OAG within 30 days of the Effective Date. OAG will promptly review the policies in good faith and approval will not unreasonably be denied. Within 60 days of receipt of the proposed Exhibit, OAG will discuss with Respondents any changes to the proposed policies, and the OAG and Respondents will work in good faith to resolve any disputes around such changes.

21. If Respondents contend that a Nurse has without Good Reason terminated their employment before the end of the stated contract term, the Respondents will offer to the Nurse:

- a. An opportunity for informal mediation before a third-party mediator to be selected by agreement of the parties and, if no agreement is reached, pursuant to the then-existing employment arbitration rules with the Respondent's mediation company



of choice. The mediator's fees will be paid by the Respondents and shall not be reallocated to the Nurses.

- b. Nurses will be informed that they have the right to and will have the right to bring a representative of their choosing to any discussion with the Respondents or mediator regarding breach of contract or payment for the same. If the Nurse chooses not to bring a representative, they must acknowledge in writing (which may be electronic) that they have the right to a representative but are choosing not to have one (or, if the Nurse does not so acknowledge, Respondents must retain a copy of the email in which Respondents informed the Nurse of this option and requested the Nurse's acknowledgement). Notice will be provided at least 14 days in advance of any such meeting or mediation so that the Nurse will have a meaningful opportunity to choose a representative. Respondents will submit a proposed notice of rights to the OAG within 30 days of the Effective Date. OAG will promptly review the policies in good faith and approval will not unreasonably be denied. Within 60 days of receipt of the proposed notice of rights, OAG will discuss with Respondents any changes to the proposed notice of rights, and the OAG and Respondents will work in good faith to resolve any disputes around such changes. For the avoidance of doubt, each party to the mediation will bear the fees and costs of the representative (if any) that they bring to the mediation.
22. Respondents will designate a compliance officer and clear procedures for employees to report concerns.
23. Respondents will engage a community-based organization to provide periodic trainings to employees on their rights under the law and under the agreement.

24. Respondents will train their office staff and supervisory employees on the changes to terms of Respondents' employment contract terms pursuant to Paragraphs 19 to 21 and 29 to 39.

25. Respondents will provide notice to currently employed Nurses regarding the changes to Respondents' employment contract terms pursuant to Paragraphs 19 to 21 and 29 to 39, within 30 days of the Effective Date, and will make signed acknowledgements (which may be in electronic form) available to the OAG within 60 days of the Effective Date. If the Nurse does not sign the acknowledgement, Respondents must retain a copy of the email in which Respondents informed the Nurse of this option and requested the Nurse's acknowledgement. Respondents will submit a proposed notice to the OAG within 30 days of the Effective Date. OAG will promptly review the policies in good faith and approval will not unreasonably be denied. Within 60 days of receipt of the proposed notice, OAG will discuss with Respondents any changes to the proposed notice, and the OAG and Respondents will work in good faith to resolve any disputes around such changes.

26. Respondents will entirely forgive the debt of Nurses formerly employed by Respondents who, as of the Effective Date, Respondents contend owe money in connection with leaving before completing their contractual period.

27. Respondents will provide a complete and up-to-date list of all Nurses who have paid fees to Respondents following termination of employment with Respondents during the Relevant Period. Samuel Klein will provide the OAG with the Affirmation attached hereto as Exhibit 1. Respondents will submit the list of formerly employed Nurses and Samuel Klein's affirmation to the OAG within 30 days of the Effective Date.

28. As to those Nurses who, as of the Effective Date, are current employees, Respondents will only be able to collect agreed upon Actual Direct Costs absent resignation for Good Reason. *See infra*, Paragraph 36(c). Currently employed Nurses will also receive all post-hire non-monetary relief provided in Paragraphs 19 to 25 and 29 to 39.

29. Respondents will make an express statement in their contracts and notices of contract amendments that Respondents will not be entitled to and will not pursue the following categories of damages with respect to any current, former, or future employee Nurse:

- a. Lost Profits or overhead costs
- b. Attorneys' Fees and Costs, or other costs of collection or interest
- c. Costs of hiring a replacement or upfront indirect costs of having recruited or hired the worker (other than as specified in Paragraphs 31 to 32).

30. Respondents' contract will state that, except for resignations for Good Reason (defined below) the Nurse's repayment obligations will be Actual Direct Costs.

31. Actual Direct Costs shall mean documented expenses that (1) the Respondents have actually incurred and paid to a third party, and (2) are primarily for the benefit of the worker and not primarily for the Company's benefit. Actual Direct Costs will be limited to the following categories, subject to an overall Cap of \$5,000, increased annually by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJ-PA metro area:

- a. One-way airfare to the United States;
- b. National Council Licensure Examination ("NCLEX") Exam Fee and Processing Fee;

- c. English Exam Fee and Processing Fee;
  - d. State Nurse Licensing Fee;
  - e. Nursing License by Endorsement to the extent requested by the Nurse. Respondents will never require a Nurse to seek License by Endorsement; this is applicable only to Nurses who request to be placed in a state different from where they are currently licensed;
  - f. Premium Processing Fee for Immigrant Petition for Alien Worker, to the extent requested by the Nurse. Respondents have never and will never require a Nurse to request Premium Processing; further, Respondents will add language to the Opt-In/Opt-Out Form stating that the Premium Processing fee does not guarantee that the United States government will process or approve their immigration application by a date-certain);
  - g. Upon selection by the Nurse, either (1) cash advance for rent and living expenses; or (2) actual costs paid to a third party on the Nurse's behalf for rent and living expenses;
  - h. Immigration filing-related costs (only applicable to costs for immigration statuses that provide United States lawful permanent resident status);
32. Notwithstanding the foregoing, Respondents will not be able to recover costs for the following as Actual Direct Costs from current or future employee Nurse:
- a. Asylum program fee for Immigrant Petition for Alien Workers;
  - b. Transportation to or from the Airport, including cabs and car services;
  - c. Respondents' Concierge Services, including monthly fees for assistance from Advanced Care Staffing or Priority Care Staffing Staff with completing paperwork,

providing information and resources for moving, and providing information to assist Nurses with transition to New York and the United States;

- d. Nursing License by Endorsement, if not requested by the Nurse;
- e. Premium Processing fee for Immigrant Petition for Alien Worker, if not requested by the Nurse; and
- f. Any costs prohibited by 20 C.F.R. § 656.12.

33. The burden of proof as to the amount of Actual Direct Costs, and their benefit to the employee Nurse, will be on Respondents.

34. Respondents will not seek to recoup any Actual Direct Costs not disclosed in advance to the Nurse prior to commencing employment and prior to advancing those costs. All Nurses will have the option to elect which Actual Direct Costs they wish Respondents to advance prior to signing their employment contract and then will have the option to decline any advance before Respondents expend it.

35. In the event a Nurse resigns before the end of the contract term, Respondents will provide the Nurse an itemized copy of the Actual Direct Costs they seek to collect. Respondents and the Nurse will attempt to reach agreement on the amount, which may be a lower amount than the amount Respondents initially seek to recover. The Nurse will be given an opportunity to have a representative of their choosing and a meaningful opportunity to choose a representative prior to discussion of payment amounts. *See Paragraph 21(b).*

36. Respondents will also include the following protections in their contracts with future Nurses and will provide current Nurses with notice that their contracts have been amended accordingly to include these terms (*see Paragraph 25*):

- a. No repayment in event of long-term disability (as defined in Respondents' then-existing long-term disability plan) or death;
- b. No repayment if the Nurse is terminated without cause;
- c. No repayment if the Nurse resigns for "Good Reason." Good Reason includes:
  - i. A demonstrated long-term (i.e., more than six months) need to need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Respondents offer the Nurse a job in the relocated location, it shall not be "good reason");
  - ii. Respondents materially breach contract after the Nurse provides notice of breach and Respondents fail to cure the breach within 10 business days;
  - iii. Nurse demonstrates a good faith reasonable belief that they were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety, after Nurse provides notice of breach (to the extent notice and cure is practicable) and Respondents fail to cure the breach within 10 business days.
  - iv. Nurse demonstrates a good faith and reasonable belief that their placement violates the NYLL, including as to mandatory overtime, day of rest, and meal breaks, after the Nurse provides notice of breach (to the extent notice and cure is practicable) and Respondents fail to cure the breach within 10 business days;
  - v. Nurse demonstrates a good faith and reasonable belief that they are subject to illegal discrimination after Nurse provides notice of breach (to the extent

notice and cure is practicable) and Respondents fail to cure the breach within 10 business days;

- vi. Respondents or client facility fail to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after Nurse provides notice of breach (to the extent notice and cure is practicable) and Respondents fail to cure the breach within 10 business days;

- d. If there is a dispute as to whether a Nurse has resigned with Good Reason, the mediator shall provide the parties the Mediator's view on whether Good Reasons exists. That view shall not be preclusive or admissible for any reason in litigation. Absent agreement to adopt the Mediator's view, the Nurse will have no payment obligation until a judicial determination is made regarding whether the Nurse resigned with Good Reason.

37. Respondents will agree to pro-ration on amounts owed by employee Nurses, with proration to start after 900 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked. By way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 750 hours worked, then the Nurse's repayment obligation shall be \$5,000. Also, by way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 1,050 hours worked, then the Nurse's repayment obligation shall be \$5,000 less \$138.88 (which represents 1/36th of \$5,000).

38. Respondents will agree to allow Nurses to pay Actual Direct Costs on Payment plans as follows:

- a. 50% of advanced costs are to be paid upon termination of employment (or within 30 days thereafter); and
  - b. The remaining 50% to be paid within 150 days after the termination of employment.
39. Respondents will agree to limit contract terms to 5,460 hours worked, inclusive of hours actually worked by Nurses, including overtime hours.
40. This forward-looking relief does not absolve Respondents of complying with relevant laws, including the anti-trafficking laws, and nothing in this programmatic relief is intended to suggest that any individual Nurse recruited by or employed by Respondents in the future may not experience coercion rising to the level of “serious harm” depending on the Nurse’s particular circumstances and working conditions.

#### **Monetary Payment**

41. Respondents agree to pay \$663,668.66 (Six Hundred Fifty-Three Thousand and One Hundred and Sixty-Eight Dollars and Sixty-Six Cents) in resolution of the OAG Investigation, which will be paid directly to the OAG within thirty (30) days of the date of the execution of the AOD (Effective Date”). The Monetary Payment will be used for distribution as restitution to current and former employee nurses for violations of the TVPA for the time period December 1, 2019, through Effective Date. The parties anticipate that USDOL’s litigation will be resolved through a Consent Judgment, which will set forth the settlement terms of that litigation. The USDOL will deem the \$663,668.66 paid to the OAG to satisfy the full amount of damages due to nurses related to the USDOL litigation.

42. Payments shall be made by wire transfer, attorney check, corporate or certified check, or bank draft, which shall be made payable to the “State of New York” and shall reference AOD No. 25-025. Payment shall be addressed to the attention of:



Erika E. Vera Livas  
Assistant Attorney General  
Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005  
Erika.VeraLivas@ag.ny.gov

The payment and all correspondence related to this AOD must reference “AOD No. 25-025.”

43. The OAG has the sole discretion to determine which nurses shall be eligible for restitution and to determine such amount of such restitution. No amount shall revert to Respondents.

44. Respondents agree to provide reasonable cooperation necessary to locate and contact current and former employee nurses who may be eligible for a restitution, including providing for each worker their last known address, last known telephone number, last-known email address, social security number, preferred language, last-known bank routing number, and last-known bank account number. Respondents will also provide to current employees any information related to the factual details of the AOD as OAG may request.

### **Monitoring and Oversight**

45. Respondents will implement the relief described in Paragraphs 46 to 49, for three years from the Effective Date.

46. Periodic Compliance Reports: Advanced Care Staffing and Priority Care Staffing shall provide to the OAG a report detailing their compliance with the requirements set forth in this AOD, Paragraphs 18 to 39 (Programmatic Relief) within six months of the Effective Date. This report shall be in writing and shall set forth in detail the manner and form of compliance with this AOD and shall be signed by Advanced Care Staffing and Priority Care Staffing.

47. Thereafter, a report of compliance shall be submitted to the OAG every six months for three years from the Effective Date. Along with each six-month report, Advanced Care Staffing and Priority Care Staffing shall submit the following supporting documents to the OAG:

- a. A report that includes any amounts collected from Nurses following termination of employment, the basis for collecting those amounts, and the procedures used to collect from Nurses for the previous six months;
- b. A report that includes any complaints made by Nurses through the formal reporting channel set forth in Paragraph 22 regarding Respondents' failure to comply with any term of the Programmatic Relief section of this AOD (Paragraphs 18-40).
- c. A report that includes any complaints made by Nurses through the formal reporting channel set forth in Paragraph 22 regarding any matter besides those covered by the Programmatic Relief section of this AOD, including any complaints of workplace violations of health and safety rules or otherwise significant workplace threats to health or safety, including patient safety; violations of the NYLL, including as to mandatory overtime, day of rest, and meal breaks; illegal discrimination; or Respondents' or client facilities' failure to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave
- d. A report that includes any complaints made by Nurses regarding denials of a Nurse's request to terminate their contract without payment due to a family member's serious illness or a spouse's mandatory relocation for work (and Respondents not offering an alternative job in the relocated location) during the previous six months;

- e. A report that includes any complaints made by Nurses regarding alleged material breaches of the employment contract (after the required notice and cure period) made by Respondents during the previous six months;

48. Periodic Certification of Compliance: Advanced Care Staffing and Priority Care Staffing shall provide the OAG with a certification affirming its compliance with the requirements set forth in Paragraphs 18 to 40 (Programmatic Relief) within six months of the Effective Date. This certification shall be in writing and signed by Advanced Care Staffing and Priority Care Staffing. Thereafter, a certification of compliance shall be submitted to the OAG every six months at the same time as the periodic reports described in paragraphs 46 and 47, for three years from the Effective Date.

49. Compliance Reports or Certification of Compliance on Demand: At any time for three years from the Effective Date, upon 30 days' written notice from the OAG, Advanced Care Staffing and Priority Care Staffing shall provide the OAG with a compliance report or certification affirming their compliance with the requirements set forth in this AOD, Paragraphs 18 to 40 (Programmatic Relief).

50. Advanced Care Staffing and Priority Care Staffing expressly agree and acknowledge that a default in the performance of any obligation under this AOD is a violation of the AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in Paragraph 14, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the AOD has been violated shall constitute prima facie proof of the statutory violations described in Paragraph 13 pursuant to Executive Law § 63(15). Notwithstanding the foregoing, upon any default in the performance of any obligation, the OAG shall give Advanced Care Staffing and/or Priority Care Staffing written notice of such default via first class mail and e-

mail, which shall be effective three days from the mailing of first class mail, after which Advanced Care Staffing and/or Priority Care Staffing shall have 15 days to cure such default.

**No Retaliation**

51. Respondents agree that they shall comply with NYLL §§ 215 and 740 and shall not in any manner discriminate or retaliate against any of their employees, including but not limited to employees or former employees who cooperated or are perceived to have cooperated with the OAG's investigation of this matter. Respondents agree not to discharge, refuse to hire, or take any adverse action against any of these employees except for legitimate, non-discriminatory reasons unrelated to the OAG Investigation or to any past, present, or future participation in any activities involving the exercise of their legal rights under the TVPA, the NYLL, and New York contract law.

**Ongoing Cooperation**

52. Respondents agree to cooperate with all reasonable ongoing requests by the OAG for information related to this investigation and to ensure compliance with this AOD. Respondents also agree to cooperate fully and truthfully with the OAG's investigations of individuals and entities that are not a party to this AOD. Upon reasonable notice, Respondents shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Respondents further agree to furnish to the OAG, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of its practices relating to contract provisions and the collection of termination fees from Nurses described in Paragraphs 8

to 9 that they have undertaken, or that have been performed by another on their behalf. Respondents agree that the OAG shall have full access to the contact information of their employees to reach them through mail, telephone, or electronic means.

**Penalty for Non-Compliance**

53. If an OAG inspection shows a material violation (after the notice and cure provision below) of Paragraphs 18 to 40 (Programmatic Relief) of this AOD, Respondents agree to pay \$20,000 in liquidated damages for each category of violation, separate and apart from any other penalty or damages associated with the violation, provided that prior to any assessment of liquidated damages, the OAG provides written notice of such violation via first class mail and e-mail at the address provided in Paragraph 67, effective the date e-mail notice is sent, after which Respondents shall have 15 days to cure the violation.

**MISCELLANEOUS**

**Representations and Warranties**

54. The OAG has agreed to the terms of this AOD based on, among other things, the representations made to the OAG by Respondents and the OAG's own factual investigation as set forth in Paragraphs 1 through 11, above. Respondents represent and warrant that neither they nor their counsel have made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondent or their counsel are later found to be inaccurate or misleading, this AOD is voidable by the OAG in its sole discretion.

55. No representation, inducement, promise, understanding, condition, or warranty not set forth in this AOD have been made or relied upon by Respondents in agreeing to this AOD.

56. Respondents represent and warrant, through the signatures below, that the terms and conditions of this AOD are duly approved and execution of this AOD is duly authorized.

**Effects of AOD**

57. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this AOD shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all provisions of this AOD to be performed by Respondents.

**Subsequent Proceedings**

58. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this AOD, for violations of the AOD (after the notice and cure process set forth in Paragraph 50), or if the AOD is voided pursuant to Paragraph 54, and agree and acknowledge that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this AOD through the date that the OAG provides notice of the violation of the AOD;
- b. the OAG may use statements, documents, or other materials produced or provided by Respondents prior to or after the Effective Date of this AOD except for settlement communications;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue;
- d. evidence of a violation of this AOD shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

59. If a court of competent jurisdiction determines that Respondents have violated the AOD, Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such

determination and of enforcing this AOD, including without limitation legal fees, expenses, and court costs.

**General Principles**

60. Unless a term limit for compliance is otherwise specified within this AOD, Respondents' obligations under this AOD are enduring. Nothing in this AOD shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

61. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Respondents violate the AOD after the Effective Date.

62. This AOD may not be amended except by an instrument in writing signed on behalf of the parties to this AOD.

63. In the event that any one or more of the provisions contained in this AOD shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this AOD.

64. Respondents acknowledge that they have entered this AOD freely and voluntarily and upon due deliberation with the advice of counsel.

65. This AOD shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

66. The AOD and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

67. All notices, reports, requests, and other communications to any party pursuant to this AOD shall be in writing and shall be directed as follows:

From the Respondents to the Attorney General:

New York State Office of the Attorney General  
Erika E. Vera Livas, Assistant Attorney General  
Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005

Or

Erika.VeraLivas@ag.ny.gov

From the Attorney General to the Respondents:

David Kelley  
O'Melveny & Myers LLP  
1301 Avenue of the Americas, Suite 1700  
New York, NY 10019  
dkelley@omm.com

Any changes in the person to whom communications should be specifically directed shall be made in writing in advance of the change

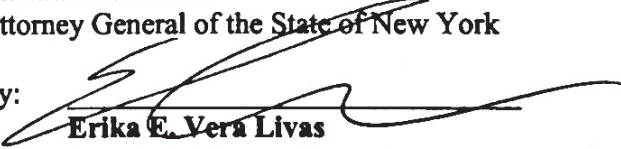
58. This AOD may be electronically signed, and any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

59. This AOD may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, this AOD is executed by the parties hereto on May 28, 2025.


LETITIA JAMES  
Attorney General of the State of New York

By:

  
Erika E. Vera Livas  
Assistant Attorney General  
Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005  
Phone: (212) 416-8703

Dated: May 29, 2025



By:   
\_\_\_\_\_  
Samuel Klein, Individually and on  
behalf of Advanced Care Staffing, LLC  
and Priority Care Staffing, LLC

Date 5/28/25

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

*Exhibit A: Affirmation*

PEOPLE OF THE STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL  
LABOR BUREAU

---

IN THE MATTER OF THE INVESTIGATION OF  
LETITIA JAMES, ATTORNEY GENERAL OF THE  
STATE OF NEW YORK

AFFIRMATION IN SUPPORT OF  
ASSURANCE OF  
DISCONTINUANCE  
AOD No. 25-025

OF

ADVANCED CARE STAFFING, LLC, PRIORITY  
CARE STAFFING, LLC, and SAMUEL KLEIN.

---

Samuel Klein, being duly sworn, deposes and says the following:

1. I am the Chief Executive Officer of ADVANCED CARE STAFFING (“ACS”) and PRIORITY CARE STAFFING (“PCS”) and have authority to sign on behalf of ACS and PCS.

2. I reside in the State of New York.

3. Advanced Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits (among other individuals) trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Advanced Care Staffing has its principal place of business located at 1000 Gates Avenue, 5th Floor Brooklyn, NY 11221.

4. Priority Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits (among other individuals) trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Priority Care Staffing has its principal place of business located at 241 W 37th St Suite 1001, New York, NY 10018.

5. Between 2019 and the present, ACS and PCS provided employment contracts to foreign nurse recruits through which ACS and PCS were obligated to pay, advance or reimburse

*Exhibit A: Affirmation*

certain costs on behalf of the nurses (including immigration and travel related-expenses) and the nurses were obligated to pay damages (which included the aforementioned costs and alleged lost profits), with certain exceptions, if they did not fulfill their 2-or-3-year employment contracts.

6. Since December 1, 2020, ACS and PCS have collected \$663,668.66 from seventy-one nurses on whose behalf ACS and PCS paid, advanced, or reimbursed various costs pursuant to the above-referenced contracts and who, ACS and PCS contend, terminated the employment contract before the end of the 2-or-3 year terms of their respective contract.

7. Other than the amounts referenced in Paragraph 6 above, to my knowledge (including after diligent investigation) ACS and PCS have not enforced or collected upon the repayment provision since at least December 1, 2020 through legal or non-legal processes.

By:   
\_\_\_\_\_  
Samuel Klein

*Exhibit A: Affirmation*

**PERSONAL ACKNOWLEDGMENT OF SAMUEL KLEIN**

STATE OF New York )  
 ) SS:  
COUNTY OF Kings )

On the 28 day of May, 2025 before me personally came Samuel Klein, to me known who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he is the individual described in and who executed the foregoing Affirmation in Support of Assurance of Discontinuance, and duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

TINA TAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01TA6364934  
Qualified in Kings County  
My Commission Expires: September 25, 2028

## **EXHIBIT 9**

### **BENEFIT ELECTION FORM**

**SCHEDULE A**  
**TO EMPLOYMENT AGREEMENT**  
**OPTIONAL EXPENSES TO BE PAID BY EMPLOYER**

You can request Employer to pay the following expenses on your behalf, or to reimburse you for these expenses after you have completed 420 hours of employment. **You are not required** to have Employer pay or reimburse any of these expenses.

Each expense that you request Employer to pay or reimburse for you will be considered part of Employer's **Actual Direct Costs** for employing you. If you resign without **Good Reason** or are terminated **for cause** before the end of your contract, Employer can request you to pay these costs back.

The expenses in the following list are actual direct costs to Employer. All current USCIS fees are listed in [Form G-1055, fee schedule](https://www.uscis.gov/g-1055), which you can download at <https://www.uscis.gov/g-1055>.

**For each expense in the list, check one of the following:**

- **Yes** to request Employer to pay or reimburse the expense
- **No** to decline Employer's payment or reimbursement of the expense

Yes	No	Expense
<input type="checkbox"/>	<input type="checkbox"/>	Costs related to filing immigration documents – these include all of the following: <ul style="list-style-type: none"><li>• I-140 petition fee (<i>does not include asylum program fee</i>): _____</li><li>• U.S. Embassy-required medical exam: _____</li><li>• Visa screen (payable to TruMerit, formerly CGFNS): _____</li><li>• <input type="checkbox"/> Form DS-260 immigrant visa application (<i>if outside of the U.S.</i>): _____ <b>or</b> <input type="checkbox"/> Form I-485 adjustment of status (<i>if inside of the U.S.</i>): _____</li><li>• Form I-765 employment authorization document: _____</li><li>• USCIS immigrant fee: _____</li></ul>
<input type="checkbox"/>	<input type="checkbox"/>	Premium processing fee: _____ <i>Paying the premium processing fee does not guarantee that the U.S. government will approve your immigration application by a certain date. Due to uncertainty in visa availability, Employer may elect not to offer Premium Processing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	One-way airfare to the United States: to be determined <i>You will be informed of the actual cost of the flight before it is booked for you. After you have been informed of the cost, you will have an opportunity to decline having Employer pay this expense.</i>
<input type="checkbox"/>	<input type="checkbox"/>	NCLEX exam fee and processing fee: _____
<input type="checkbox"/>	<input type="checkbox"/>	English exam fee and processing fee: _____

- ☐ ☐ State nurse licensing fee: to be determined  
*You will be informed of the actual cost of the specific state licensing fee before Employer pays it for you. After you have been informed of the cost, you will have an opportunity to decline to have Employer pay the expense.*

---

Date

---

Employee's signature

## **EXHIBIT 10**

### **NOTICE OF RIGHTS**



### **Notice of rights**

You have the right to bring your chosen representative to any of the following:

- any discussion with Employer regarding breach of contract, or payment for breach of contract
- any discussion with a mediator regarding breach of contract, or payment for breach of contract

You can also choose **not** to bring a representative.

### **Acknowledgement**

I acknowledge that I have been given this notice of rights at least 14 days before either:

- meeting with Employer regarding breach of contract, or payment for breach of contract
- attending mediation regarding breach of contract, or payment for breach of contract

---

Date

---

Employee's signature

---

Employee's name (printed)

**EXHIBIT 11**  
**REVISED CONTRACT**  
**(NEW YORK)**

### EMPLOYMENT AGREEMENT

This Employment Agreement ( "Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_, is by and between PRIORITY CARE STAFFING, LLC, located at 1274 49<sup>th</sup> Street, Suite 539, Brooklyn, New York 11219, ("Employer") and \_\_\_\_\_, currently residing at \_\_\_\_\_ ("Employee").

### BACKGROUND

- A. Employer is a healthcare staffing agency that recruits and employs nurses whom Employer deploys to contracted long-term care facilities such as nursing homes and skilled nursing facilities (each, a "Client") in the United States.
- B. Based upon the education, training and personal information provided to Employer by Employee, Employer desires to hire Employee to work as a Registered Nurse at one or more of its Clients in the United States.
- C. Employee is not currently under contract with any person or company that is sponsoring Employee to work in the United States.
- D. Employee desires to be employed by Employer as a Registered Nurse in the United States and to work in a long-term care setting in accordance with the terms and conditions of this Agreement.

### TERMS

Employer and Employee hereby agree as follows:

**Section 1.** Employee's Representations and Obligation to Cooperate and to Provide Documents and Information.

(a) Employee represents that Employee is not currently under contract with any person or company that is sponsoring Employee to work in the United States. Employee also represents that Employee has not been petitioned by any other agency or facility for employment in the United States. Employee agrees that during the Term, Employee shall not contract with any other person or company to file a petition/application with USCIS for Employee's benefit.

(b) Employee represents and warrants that Employee has not previously been convicted of a criminal offense other than minor traffic violations and that there are no impediments to Employee entering into this Agreement. Employee also represents that Employee is in good physical and mental health (in accordance with the standards and requirements as regulated by US immigration authorities and the Board of Nursing of the state(s)) and neither the execution of this agreement nor the consummation or performance of any of the parties' obligations hereunder will conflict with or result in the breach of any previous agreement entered into by the Employee. Employee further represents and warrants that Employee knows of no impediment to Employee receiving an immigrant visa.

(c) Upon the execution of this Agreement, and during the term of this Agreement, Employee shall deliver to Employer all documents that Employer, in its sole discretion, deems necessary (i) to validate personal, educational, professional and any other information pertaining to Employee; and (ii) to obtain immigration approvals necessary for Employee to depart Employee's foreign country and work in the United

States. Further, during the Term (as defined below), Employee agrees to provide all documents and information and to appear for any and all interviews as deemed necessary by Employer, in its sole discretion.

(d) Employee promises to promptly schedule and appear for any and all interviews, medical exams or the like that may be necessary to secure approval to depart Employee's foreign country and to enter into and work in the United States.

(e) Employee agrees to submit to post-offer and pre-employment medical examinations (including a negative PPD and/or chest X-Ray), vaccinations, drug screening, fingerprinting, and other requirements prior to providing any service, in accordance with United States federal, state, and local requirements.

**Section 2. Authorization and Licensing Requirements.**

(a) Employee acknowledges and agrees that employment with Employer is contingent on Employee becoming authorized to work in the United States and maintaining authorization to work as a Registered Nurse in the United States jurisdiction(s) selected by Employer, in its sole discretion.

(b) Employee shall use Employee's best efforts to promptly register for and take all examinations required to obtain the necessary authorizations and licenses. Required examinations include, but are not limited to the National Council Licensure Examination ("NCLEX"), which Employee shall take within three months of the date of this Agreement. If Employee fails to pass any required examination, Employee shall take additional steps and shall commit additional time and energy to studying and passing the examination at the next available examination session. Employer's obligations under this Agreement are contingent upon Employee passing the NCLEX within six months of the date of this Agreement.

(c) Employee shall use Employee's best efforts to promptly obtain a Visa Screen certificate from the Commission on Graduates of Foreign Nursing Schools or a USCIS-approved equivalent independent credentialing organization.

(d) Employee shall use Employee's best efforts to apply for licensure as a Registered Nurse in the United States jurisdiction(s) selected by Employer, in its sole discretion.

**Section 3. Petition for Employment Based Immigrant Visa.**

(a) Upon receipt of proof that Employee (i) is duly licensed and qualified as a Registered Nurse in the U.S. State selected by Employer, (ii) has passed the IELTS, and (iii) has obtained a Visa Screen, and provided that Employee elects (on the attached **Schedule A**) to have Employer incur the immigrant-visa-related costs, Employer will prepare and submit a petition for an Employment-Based Immigrant Visa ("EB Visa") on behalf of Employee to the United States Citizenship and Immigration Service ("USCIS"). Provided that Employee elects (on the attached **Schedule A**) to have Employer incur such costs, Employer will pay all fees associated with the filing of such petitions, including attorneys' fees. Employee agrees that Employer may arrange for the handling of the EB Visa petition by an immigration attorney of its choice and that all decisions regarding the handling and filing of the EB Visa petition, including preference category, shall be in Employer's sole discretion.

(b) In the event that the EB Visa petition is not approved by the government for any reason, Employer shall have the right (but not the obligation), in its sole discretion, to refile, appeal the denial, and/or

seek further government review of the petition. If Employer chooses to refile, appeal, or seek further review, Employee will continue to cooperate with Employer's efforts, but the appeal or request for further review shall be at Employer's sole expense.

(c) Employee understands and acknowledges that Employer cannot guarantee any government approval regarding Employee, including but not limited to, the type of work authorization issued by USCIS (if any). Employee further understands that Employer cannot guarantee a specific date by which Employee will be sent to the United States or a specific date by which all requirements for employment will have been satisfied. Employee understands that any application or petition submitted by or on behalf of Employee with the United States or the foreign governments is subject to the sole approval of such government(s), and that any such approval is outside of Employer's control.

**Section 4.** Employer's Advancement/Reimbursement of Actual Direct Costs

(a) Employer agrees to advance (or reimburse) the costs on behalf of Employee that Employee selects on the form attached as **Schedule A** ("Actual Direct Costs"). In the event that any of Actual Direct Costs are paid by Employee, they shall be reimbursed to the Employee after rendering 420 worked hours, provided that Employee provides valid receipts. Employee acknowledges that Employer is incurring Actual Direct Costs upon the express condition that Employee will complete the Term in full.

**Section 5.** Work Location; Schedule and Responsibilities Upon Commencement of Work

(a) Upon lawful arrival in the United States, Employee agrees to work as a Registered Nurse (including all duties that are customary in providing nursing services) on a full-time basis. Typically, Employer's clients follow one of three daily shifts, 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. (with an unpaid meal break during each shift); however, the hours of work and the shift schedule shall be determined by the Employer.

(b) Employee shall be available to work a full-time work schedule and any overtime required by Employer, subject to applicable law. Employee shall not commit to any business activity outside of Employee's employment with Employer without Employer's prior written approval.

(c) Employee acknowledges and consents that Employee's assigned work location shall be determined by Employer in its sole discretion and that Employee's initial assigned work location shall be specified to Employee in writing prior to Employee's travel to the United States. After completing a minimum of six months at Employee's assigned location, Employee may request a different assignment, but Employee understands and agrees that Employer ultimately has the right to determine, in its sole discretion, Employee's assignment and may change Employee's assignment.

(d) Upon becoming eligible to commence employment in the United States, Employee agrees to abide by all of the rules set forth in **Schedule B**.

**Section 6.** Confidentiality and Nonsolicitation.

(a) Employee acknowledges that during the course of employment with Employer, Employee will be privy to confidential information of Employer, including but not limited to Client lists and information, placement information, business plan information, marketing information, industry analysis, and business development information ("Proprietary Information"). Employee also acknowledges that Employer has

spent substantial amounts of money, time and effort in developing and maintaining relationships with its Clients and employees. Employee agrees that the following restrictions on Employee's employment and work activities are necessary to protect Employer's legitimate business interests in the education and training provided to Employee, its relationships with Clients and employees, and its Proprietary Information:

(i) Employee agrees never to disclose any of Employer's Proprietary Information to anyone outside of Employer except as required in the course of Employees duties for Employer. Employee further agrees not to use, or cause or allow another person or entity to use, Proprietary Information in any way other than in Employer's business (as authorized by Employer).

(ii) Throughout the duration of Employee's employment with Employer, Employee shall not work, directly or through another employer, for any Client with whom Employer placed Employee to work at any time.

(iii) Throughout the duration of the Term (regardless of whether Employee's employment terminates sooner for any reason) and for a period of two years thereafter, Employee will not directly or indirectly, solicit, induce, or encourage any of Employer's employees to separate from Employer.

(iv) Throughout the duration of the Term (regardless of whether Employee's employment terminates sooner for any reason) and for a period of two years thereafter, Employee will not directly or indirectly, solicit, induce, or encourage any Clients to stop or diminish their business with Employer.

(b) Employee acknowledges that the above restrictions on Employee's activities do not prevent Employee from pursuing a career in nursing or from using skills learned while employed by Employer in any business or activity outside the scope of this Section 6. Employee further acknowledges and agrees that the restrictions in this Section 6 are narrow, reasonable, legitimate and fair, and are warranted to protect only the legitimate business interests of Employer in protecting its Client and employee relationships, ensuring that Employee loyally discharges Employee's duties, and preventing the unauthorized disclosure of its Proprietary Information.

(c) Employee acknowledges and agrees that if he or she breaches any of the above covenants, the damage to Employer would be irreparable and that money damages would not adequately compensate Employer for its damages. Accordingly, notwithstanding anything in this Agreement to the contrary, Employee agrees that in the event of a breach of the covenants in this Section 6, then to the maximum extent allowed by applicable law, Employer will be entitled to an immediate order from a court of competent jurisdiction commanding Employee to cease violating the covenant(s) and enjoining Employee from further violation. Employer shall not be required to post a bond. This injunctive remedy shall not be exclusive of any other remedy to which Employer might be entitled.

(d) The parties agree that if any of the covenants in this Section 6 is found to be unenforceable as drafted, the court interpreting such covenant is expressly authorized to make such modifications as are necessary to make it enforceable according to applicable law and to enforce it as modified.

#### **Section 7. Compensation.**

(a) Employee will be paid in accordance with applicable federal and state law (including applicable minimum wage and overtime requirements).

(b) Employee's wage rate for the services specified in the USCIS petition pursuant to which Employee provides services under this Agreement shall be the prevailing wage rate specified in that petition.

(c) Employee shall be required to complete and submit time records in accordance with the requirements of Employer and the Client. Payment of compensation, including frequency of payments and withholding of taxes and other legally authorized withholdings, will be subject to applicable law and Employer's policies.

**Section 8.** Paid Time Off and Other Benefits.

Employee shall participate in all benefits applicable to all of Employer's similarly situated employees, including group health insurance, holidays, and paid time off (which includes both sick time and vacation time). Employee understands that benefits provided to all similarly-situated employees may be changed from time to time in Employer's sole discretion. Employee shall also be covered by workers' compensation insurance and all applicable, legally-mandated leave entitlements, such as any applicable family and medical leave, subject to applicable eligibility requirements.

**Section 9.** Term.

(a) The term of this Agreement (the "**Term**") shall continue until Employee has completed three years of work as a Registered Nurse for Employer in the United States. The three-year employment period shall be deemed to have been completed upon Employee's completion of 5460 hours worked for Employer in the United States.

(b) All hours worked, including overtime hours (if any), shall be counted towards completion of the term. Additionally, time off spent by Employee while using authorized accrued paid time off ("PTO") shall be counted towards completion of the Term (e.g., Employee taking one week of PTO will have one week counted toward completion of the Term).

**Section 10.** Termination.

(a) Each party reserves the right to terminate this Agreement prior to the end of the Term. Terminations shall be subject to the following repayment obligations:

(1) The parties agree that if Employee terminates this Agreement without Good Reason (as defined below), or if Employer terminates this Agreement for Cause (as defined below), Employer shall be entitled to all Actual Direct Costs. Actual Direct Costs will be subject to an overall cap of \$5,000, increased annually starting January 2026 by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJPA metro area. Employer will not be entitled to and will not pursue the following categories of damages:

- a. Lost profits or overhead costs
- b. Attorneys' fees and costs, or other costs of collection or interest
- c. Costs of hiring a replacement or upfront indirect costs of having recruited or hired the worker (other than Actual Direct Costs).

(2) For purposes of this Agreement, "Good Reason" for termination by Employee is defined as:

- a. A demonstrated long-term (i.e., more than six months) need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Employer offers the Employee a job in the relocated location, it shall not be "Good Reason");
- b. Employer materially breaches the Employment Agreement after the Employee provides notice of breach and Employer fails to cure the breach within 10 business days;
- c. Employee demonstrates a good faith reasonable belief that they were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety, after Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days.
- d. Employee demonstrates a good faith reasonable belief that their placement violates the NYLL, including as to mandatory overtime, day of rest, and meal breaks, after the Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days;
- e. Employee demonstrates a good faith and reasonable belief that they are subject to illegal discrimination after Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days;
- f. Employer or the client facility fails to honor certain benefits that are otherwise guaranteed (e.g., PTO, sick leave, or other material promised benefit) after Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days;

(3) Written notice required by this Agreement must be received by Employer at the following email address: **compliance@prioritycarestaffing.com**.

(4) For purposes of this Agreement, "Cause" includes, without limitation, Employee's loss of Employee's authorization to work as a Registered Nurse in the jurisdiction(s) assigned by Employer, Employee's failure or refusal to perform any of Employee's material obligations under this Agreement, Employee's refusal to adhere to the policies or procedures of the Client(s) to which Employee is assigned, Employee's engaging in conduct detrimental to the reputation of Employer or its Client(s), Employee's commission of an unlawful act, Employee's unauthorized removal of property of Employer or a Client, Employee's falsification of documents, reports or records, absenteeism or chronic lateness, Employee's failure or refusal to provide patient care consistent with accepted guidelines or to perform the duties of employment. Employer may immediately terminate this Agreement for Cause at any time.

(5) Employee shall not have a repayment obligation in the event of Employee's Long-Term Disability (as defined in Employer's then-existing long-term disability plan, or if there is no plan, as



defined by the Social Security Administration) or death. In the event of disagreement between Employee and Employer as to whether there is a Long-Term Disability, Employer shall have the right to have Employee evaluated by a physician selected by Employer, at Employer's expense, whose opinion shall be deemed final. Employee's compliance with such evaluation is a material obligation under this Agreement.

(b) The burden of proof as to the amount of Actual Direct Costs, and their benefit to Employee, will be on Employer.

(c) In the event Employee resigns before the end of the contract Term, Employer will provide Employee an itemized copy of the Actual Direct Costs it seeks to collect. Employer and Employee will attempt to reach agreement on the amount, which may be a lower amount than the amount Employer initially seeks to recover. Employee has the right to bring a representative of their choosing when discussing payment amounts and shall have a 14-day period to consider whether or not to bring a representative of their choosing.

(d) Amounts due to Employer will be prorated, with proration to start after 900 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked.

(e) If Employee is unable to immediately pay Actual Direct Costs, Employee will be allowed to pay as follows: i) 50% of advanced costs are to be paid upon termination of employment (or within 30 days thereafter); and ii). the remaining 50% to be paid within 150 days after the termination of employment.

(f) In the event that Employer is not able to deploy Employee to the United States within three years of the effective date of this Agreement, Employee shall have the option to terminate this Agreement upon reimbursing Employer for all Actual Direct Costs incurred up to the time Employee exercises such option. To exercise such option, Employee must first provide written notice to Employer of Employee's intent to exercise such option within fourteen (14) days of the third anniversary of the effective date of this Agreement. Upon submission of such written notice, Employer shall provide Employee with an itemized list of Actual Direct Costs, which Employee must pay within thirty (30) days of receipt. Employee acknowledges if this option is not properly and timely exercised, it shall expire and may not be exercised thereafter.

(g) In the event of termination of this Agreement, any outstanding payment obligations shall remain in effect until satisfied in full, and the following provisions shall remain in effect in accordance with their respective terms: Section 6; Section 13, and this Section 10.

**Section 11.** Headings.

The headings of the Sections of this Agreement (including Schedules) are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

**Section 12.** Entire Agreement; Modification; Waiver.

This Agreement contains the entire agreement between the parties concerning the subject matter hereof, and may not be modified or amended except in a writing signed by both parties. If any term in this Agreement is held by a tribunal having jurisdiction to be overbroad and/or unenforceable, the parties acknowledge and agree that the defective terms shall be modified to the extent necessary to comply with applicable law. If it is determined that any of the provisions of this Agreement are invalid or unenforceable, the remaining provisions shall survive and be given full force and effect. Failure to enforce a provision of this

Agreement shall not be construed as a waiver of future enforcement of that provision or any other provision in the Agreement.

**Section 13.**     Dispute Resolution.

(a)     In the event of contract enforcement, either Employer or Employee may initiate an action in a court of competent jurisdiction.

(b)     If Employer contends that Employee has without Good Reason terminated Employee's employment before the end of the Term, Employer will offer to Employee:

- i. An opportunity for informal mediation before a third-party mediator to be selected by agreement of the parties and, if no agreement is reached, pursuant to the then-existing employment arbitration rules with Employer's mediation company of choice. The mediator's fees will be paid by the Employer and shall not be reallocated to the Employees.
- ii. Employee will be informed that Employee has the right to and will have the right to bring a representative of Employee's choosing to any discussion with the Employer or mediator regarding breach of contract or payment for the same.
- iii. If there is a dispute as to whether Employee has resigned with Good Reason, the mediator shall provide the parties the mediator's view on whether Good Reasons exists. That view shall not be preclusive or admissible for any reason in litigation. Absent agreement to adopt the mediator's view, Employee will have no payment obligation until a judicial determination is made regarding whether Employee resigned with Good Reason.

**Section 14.**     Review and Revocation Period.

Employee acknowledges that Employee has had at least thirty (30) consecutive days following receipt of this Agreement to seek counsel on the contents and provisions of this Agreement and to decide whether or not to enter into this Agreement. Employee acknowledges that Employee may enter into this Agreement at any time prior to the expiration of the thirty (30) consecutive day period, and if Employee chooses to sign this agreement sooner, Employee does so completely voluntarily. Employee shall have seven (7) consecutive days after Employee signs this Agreement to revoke the Agreement. To revoke this Agreement, Employee must submit a letter of revocation, signed by Employee, by overnight courier or other postal or commercial delivery method that provides proof of delivery, to Employer's office at 1274 49<sup>th</sup> Street, Suite 539, Brooklyn, New York 11219. The written letter of revocation must be received by Employer by the end of the 7th consecutive day after you sign this Agreement. This Agreement will be "Effective" the next day following the expiration of the seven (7) consecutive day revocation period if Employee has not timely submitted a letter of revocation.

*[Signature page follows]*

**By signing this Agreement, Employee confirms that Employee (i) has read and understood all the terms of this Agreement, and (ii) had an opportunity to consult with an attorney of his or her choosing before signing it. By signing this Agreement, Employee also confirms that Employee is committed to working for Employer for at least 5,460 hours as a Registered Nurse caring for elderly patients in a long-term care setting.**

Priority Care Staffing, LLC

BY: \_\_\_\_\_

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE A**  
**TO EMPLOYMENT AGREEMENT**  
**OPTIONAL EXPENSES TO BE PAID BY EMPLOYER**

You can request Employer to pay the following expenses on your behalf, or to reimburse you for these expenses after you have completed 420 hours of employment. **You are not required** to have Employer pay or reimburse any of these expenses.

Each expense that you request Employer to pay or reimburse for you will be considered part of Employer's **Actual Direct Costs** for employing you. If you resign without **Good Reason** or are terminated **for cause** before the end of your contract, Employer can request you to pay these costs back.

The expenses in the following list are actual direct costs to Employer. All current USCIS fees are listed in [Form G-1055, fee schedule](https://www.uscis.gov/g-1055), which you can download at <https://www.uscis.gov/g-1055>.

**For each expense in the list, check one of the following:**

- **Yes** to request Employer to pay or reimburse the expense
- **No** to decline Employer's payment or reimbursement of the expense

Yes	No	Expense
<input type="checkbox"/>	<input type="checkbox"/>	Costs related to filing immigration documents – these include all of the following: <ul style="list-style-type: none"><li>• I-140 petition fee (<i>does not include asylum program fee</i>): _____</li><li>• U.S. Embassy-required medical exam: _____</li><li>• Visa screen (payable to TruMerit, formerly CGFNS): _____</li><li>• <input type="checkbox"/> Form DS-260 immigrant visa application (<i>if outside of the U.S.</i>): _____ <b>or</b> <input type="checkbox"/> Form I-485 adjustment of status (<i>if inside of the U.S.</i>): _____</li><li>• Form I-765 employment authorization document: _____</li><li>• USCIS immigrant fee: _____</li></ul>
<input type="checkbox"/>	<input type="checkbox"/>	Premium processing fee: _____ <i>Paying the premium processing fee does not guarantee that the U.S. government will approve your immigration application by a certain date. Due to uncertainty in visa availability, Employer may elect not to offer Premium Processing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	One-way airfare to the United States: to be determined <i>You will be informed of the actual cost of the flight before it is booked for you. After you have been informed of the cost, you will have an opportunity to decline having Employer pay this expense.</i>
<input type="checkbox"/>	<input type="checkbox"/>	NCLEX exam fee and processing fee: _____
<input type="checkbox"/>	<input type="checkbox"/>	English exam fee and processing fee: _____

- ☐ ☐ State nurse licensing fee: to be determined  
*You will be informed of the actual cost of the specific state licensing fee before Employer pays it for you. After you have been informed of the cost, you will have an opportunity to decline to have Employer pay the expense.*

---

Date

---

Employee's Signature



**SCHEDULE B**  
**TO EMPLOYMENT AGREEMENT**  
**RESPONSIBILITIES OF EMPLOYEE UPON COMMENCEMENT OF EMPLOYMENT**

1. Employee shall devote his/her entire professional time, skill and attention to the performance of the nursing services and other activities on behalf of Employer, including but not limited to obtaining any certifications required for Employer. Employee shall make every effort to, and shall conduct him/herself at all times so as to advance the best interests of Employer and the assigned Client(s).
2. Employee shall not, without the written consent of Employer, practice or render any service of a professional nature, except as assigned by Employer.
3. Employee will report to work at the date, time and location assigned by Employer.
4. Employee shall notify both Employer and the Client immediately upon discovering that Employee will not be able to work at a time or date that Employer has scheduled Employee to work.
5. Employee shall notify Employer, by telephone, if a Client requests Employee to work more than 40 hours in any work week. This notification requirement does not relieve Employee of Employee's duty to report to work as scheduled.
6. If any Client instructs or directs Employee to take action that Employee believes to be improper, or if any Client instructs or directs Employee to refrain from taking action that Employee thinks is necessary, or if Employee has been subject to any conduct by any Client that he/she believes to be improper or unlawful, Employee will immediately notify Employer.
7. Employee shall abide by Employer's policies and procedures applicable to similarly situated employees, which may be changed from time to time in Employer's sole discretion.
8. Employee shall at all times during the Term keep Employee's license to work as a Registered Nurse in good standing, and shall remain immigration compliant. This includes, but is not limited to, compliance with health exams, Visa screen, and any continued education as required by state licensing boards. Employee shall immediately notify Employer in writing of any investigation or inquiry involving Employee by any state or federal regulatory agency, governmental authority, or licensing authority.
9. Employee shall at all times comply with the ethics and professional standards pertaining to Registered Nurses as well as all applicable federal, state and local law.
10. Employee shall in a timely fashion prepare, maintain, and submit necessary or appropriate reports, claims, correspondence and records relating to his/her duties performed under this Agreement as may be required by Employer, all of which shall be the sole property of Employer.
11. Employee will immediately notify Employer in writing of (i) any incident or claim of wrongdoing or neglect involving Employee's provision of services under this Agreement and (ii) any investigation



or inquiry involving Employee by any state or federal regulatory agency, governmental authority, or licensing authority.

12. Employee shall be held responsible for any legal action taken against Employer due to Employee's misrepresentation of him/herself or his/her qualifications.
13. Employee understands and agrees that he/she is obligated to work the schedules and shifts assigned to him/her and that Employee may be required to work varying shifts and varying hours at Employer's sole discretion.
14. Employee shall be responsible for providing Employee's own method of reliable and timely transportation to and from any Client, including when necessary travelling between different Clients in a single day.
15. Employee must provide a reliable method for Employer to get into contact with Employee during and after work, including a mobile telephone and e-mail address.
16. Employee shall promptly provide all documents as requested by Employer during Employee's employment.
17. Employee shall comply with any additional lawful rules and requirements established by Employer.

Signatures:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Employer

## **EXHIBIT 12**

### **REVISED CONTRACT (OUTSIDE NEW YORK)**





## EMPLOYMENT AGREEMENT

This Employment Agreement ( "Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_, is by and between PRIORITY CARE STAFFING, LLC, located at 1274 49<sup>th</sup> Street, Suite 539, Brooklyn, New York 11219, ("Employer") and \_\_\_\_\_, currently residing at \_\_\_\_\_ ("Employee").

### BACKGROUND

- A. Employer is a healthcare staffing agency that recruits and employs nurses whom Employer deploys to contracted long-term care facilities such as nursing homes and skilled nursing facilities (each, a "Client") in the United States.
- B. Based upon the education, training and personal information provided to Employer by Employee, Employer desires to hire Employee to work as a Registered Nurse at one or more of its Clients in the United States.
- C. Employee is not currently under contract with any person or company that is sponsoring Employee to work in the United States.
- D. Employee desires to be employed by Employer as a Registered Nurse in the United States and to work in a long-term care setting in accordance with the terms and conditions of this Agreement.

### TERMS

Employer and Employee hereby agree as follows:

**Section 1.** Employee's Representations and Obligation to Cooperate and to Provide Documents and Information.

(a) Employee represents that Employee is not currently under contract with any person or company that is sponsoring Employee to work in the United States. Employee also represents that Employee has not been petitioned by any other agency or facility for employment in the United States. Employee agrees that during the Term, Employee shall not contract with any other person or company to file a petition/application with USCIS for Employee's benefit.

(b) Employee represents and warrants that Employee has not previously been convicted of a criminal offense other than minor traffic violations and that there are no impediments to Employee entering into this Agreement. Employee also represents that Employee is in good physical and mental health (in accordance with the standards and requirements as regulated by US immigration authorities and the Board of Nursing of the state(s)) and neither the execution of this agreement nor the consummation or performance of any of the parties' obligations hereunder will conflict with or result in the breach of any previous agreement entered into by the Employee. Employee further represents and warrants that Employee knows of no impediment to Employee receiving an immigrant visa.

(c) Upon the execution of this Agreement, and during the term of this Agreement, Employee shall deliver to Employer all documents that Employer, in its sole discretion, deems necessary (i) to validate personal, educational, professional and any other information pertaining to Employee; and (ii) to obtain immigration approvals necessary for Employee to depart Employee's foreign country and work in the United



States. Further, during the Term (as defined below), Employee agrees to provide all documents and information and to appear for any and all interviews as deemed necessary by Employer, in its sole discretion.

(d) Employee promises to promptly schedule and appear for any and all interviews, medical exams or the like that may be necessary to secure approval to depart Employee's foreign country and to enter into and work in the United States.

(e) Employee agrees to submit to post-offer and pre-employment medical examinations (including a negative PPD and/or chest X-Ray), vaccinations, drug screening, fingerprinting, and other requirements prior to providing any service, in accordance with United States federal, state, and local requirements.

**Section 2. Authorization and Licensing Requirements.**

(a) Employee acknowledges and agrees that employment with Employer is contingent on Employee becoming authorized to work in the United States and maintaining authorization to work as a Registered Nurse in the United States jurisdiction(s) selected by Employer, in its sole discretion.

(b) Employee shall use Employee's best efforts to promptly register for and take all examinations required to obtain the necessary authorizations and licenses. Required examinations include, but are not limited to the National Council Licensure Examination ("NCLEX"), which Employee shall take within three months of the date of this Agreement. If Employee fails to pass any required examination, Employee shall take additional steps and shall commit additional time and energy to studying and passing the examination at the next available examination session. Employer's obligations under this Agreement are contingent upon Employee passing the NCLEX within six months of the date of this Agreement.

(c) Employee shall use Employee's best efforts to promptly obtain a Visa Screen certificate from the Commission on Graduates of Foreign Nursing Schools or a USCIS-approved equivalent independent credentialing organization.

(d) Employee shall use Employee's best efforts to apply for licensure as a Registered Nurse in the United States jurisdiction(s) selected by Employer, in its sole discretion.

**Section 3. Petition for Employment Based Immigrant Visa.**

(a) Upon receipt of proof that Employee (i) is duly licensed and qualified as a Registered Nurse in the U.S. State selected by Employer, (ii) has passed the IELTS, and (iii) has obtained a Visa Screen, and provided that Employee elects (on the attached **Schedule A**) to have Employer incur the immigrant-visa-related costs, Employer will prepare and submit a petition for an Employment-Based Immigrant Visa ("EB Visa") on behalf of Employee to the United States Citizenship and Immigration Service ("USCIS"). Provided that Employee elects (on the attached **Schedule A**) to have Employer incur such costs, Employer will pay all fees associated with the filing of such petitions, including attorneys' fees. Employee agrees that Employer may arrange for the handling of the EB Visa petition by an immigration attorney of its choice and that all decisions regarding the handling and filing of the EB Visa petition, including preference category, shall be in Employer's sole discretion.

(b) In the event that the EB Visa petition is not approved by the government for any reason, Employer shall have the right (but not the obligation), in its sole discretion, to refile, appeal the denial, and/or



seek further government review of the petition. If Employer chooses to refile, appeal, or seek further review, Employee will continue to cooperate with Employer's efforts, but the appeal or request for further review shall be at Employer's sole expense.

(c) Employee understands and acknowledges that Employer cannot guarantee any government approval regarding Employee, including but not limited to, the type of work authorization issued by USCIS (if any). Employee further understands that Employer cannot guarantee a specific date by which Employee will be sent to the United States or a specific date by which all requirements for employment will have been satisfied. Employee understands that any application or petition submitted by or on behalf of Employee with the United States or the foreign governments is subject to the sole approval of such government(s), and that any such approval is outside of Employer's control.

**Section 4.** Employer's Advancement/Reimbursement of Actual Direct Costs

(a) Employer agrees to advance (or reimburse) the costs on behalf of Employee that Employee selects on the form attached as **Schedule A** ("Actual Direct Costs"). In the event that any of Actual Direct Costs are paid by Employee, they shall be reimbursed to the Employee after rendering 420 worked hours, provided that Employee provides valid receipts. Employee acknowledges that Employer is incurring Actual Direct Costs upon the express condition that Employee will complete the Term in full.

**Section 5.** Work Location; Schedule and Responsibilities Upon Commencement of Work

(a) Upon lawful arrival in the United States, Employee agrees to work as a Registered Nurse (including all duties that are customary in providing nursing services) on a full-time basis. Typically, Employer's clients follow one of three daily shifts, 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. (with an unpaid meal break during each shift); however, the hours of work and the shift schedule shall be determined by the Employer.

(b) Employee shall be available to work a full-time work schedule and any overtime required by Employer, subject to applicable law. Employee shall not commit to any business activity outside of Employee's employment with Employer without Employer's prior written approval.

(c) Employee acknowledges and consents that Employee's assigned work location shall be determined by Employer in its sole discretion and that Employee's initial assigned work location shall be specified to Employee in writing prior to Employee's travel to the United States. After completing a minimum of six months at Employee's assigned location, Employee may request a different assignment, but Employee understands and agrees that Employer ultimately has the right to determine, in its sole discretion, Employee's assignment and may change Employee's assignment.

(d) Upon becoming eligible to commence employment in the United States, Employee agrees to abide by all of the rules set forth in **Schedule B**.

**Section 6.** Confidentiality and Nonsolicitation.

(a) Employee acknowledges that during the course of employment with Employer, Employee will be privy to confidential information of Employer, including but not limited to Client lists and information, placement information, business plan information, marketing information, industry analysis, and business development information ("Proprietary Information"). Employee also acknowledges that Employer has



spent substantial amounts of money, time and effort in developing and maintaining relationships with its Clients and employees. Employee agrees that the following restrictions on Employee's employment and work activities are necessary to protect Employer's legitimate business interests in the education and training provided to Employee, its relationships with Clients and employees, and its Proprietary Information:

(i) Employee agrees never to disclose any of Employer's Proprietary Information to anyone outside of Employer except as required in the course of Employees duties for Employer. Employee further agrees not to use, or cause or allow another person or entity to use, Proprietary Information in any way other than in Employer's business (as authorized by Employer).

(ii) Throughout the duration of Employee's employment with Employer, Employee shall not work, directly or through another employer, for any Client with whom Employer placed Employee to work at any time.

(iii) Throughout the duration of the Term (regardless of whether Employee's employment terminates sooner for any reason) and for a period of two years thereafter, Employee will not directly or indirectly, solicit, induce, or encourage any of Employer's employees to separate from Employer.

(iv) Throughout the duration of the Term (regardless of whether Employee's employment terminates sooner for any reason) and for a period of two years thereafter, Employee will not directly or indirectly, solicit, induce, or encourage any Clients to stop or diminish their business with Employer.

(b) Employee acknowledges that the above restrictions on Employee's activities do not prevent Employee from pursuing a career in nursing or from using skills learned while employed by Employer in any business or activity outside the scope of this Section 6. Employee further acknowledges and agrees that the restrictions in this Section 6 are narrow, reasonable, legitimate and fair, and are warranted to protect only the legitimate business interests of Employer in protecting its Client and employee relationships, ensuring that Employee loyally discharges Employee's duties, and preventing the unauthorized disclosure of its Proprietary Information.

(c) Employee acknowledges and agrees that if he or she breaches any of the above covenants, the damage to Employer would be irreparable and that money damages would not adequately compensate Employer for its damages. Accordingly, notwithstanding anything in this Agreement to the contrary, Employee agrees that in the event of a breach of the covenants in this Section 6, then to the maximum extent allowed by applicable law, Employer will be entitled to an immediate order from a court of competent jurisdiction commanding Employee to cease violating the covenant(s) and enjoining Employee from further violation. Employer shall not be required to post a bond. This injunctive remedy shall not be exclusive of any other remedy to which Employer might be entitled.

(d) The parties agree that if any of the covenants in this Section 6 is found to be unenforceable as drafted, the court interpreting such covenant is expressly authorized to make such modifications as are necessary to make it enforceable according to applicable law and to enforce it as modified.

#### **Section 7. Compensation.**

(a) Employee will be paid in accordance with applicable federal and state law (including applicable minimum wage and overtime requirements).



(b) Employee's wage rate for the services specified in the USCIS petition pursuant to which Employee provides services under this Agreement shall be the prevailing wage rate specified in that petition.

(c) Employee shall be required to complete and submit time records in accordance with the requirements of Employer and the Client. Payment of compensation, including frequency of payments and withholding of taxes and other legally authorized withholdings, will be subject to applicable law and Employer's policies.

**Section 8. Paid Time Off and Other Benefits.**

Employee shall participate in all benefits applicable to all of Employer's similarly situated employees, including group health insurance, holidays, and paid time off (which includes both sick time and vacation time). Employee understands that benefits provided to all similarly-situated employees may be changed from time to time in Employer's sole discretion. Employee shall also be covered by workers' compensation insurance and all applicable, legally-mandated leave entitlements, such as any applicable family and medical leave, subject to applicable eligibility requirements.

**Section 9. Term.**

(a) The term of this Agreement (the "**Term**") shall continue until Employee has completed three years of work as a Registered Nurse for Employer in the United States. The three-year employment period shall be deemed to have been completed upon Employee's completion of 5460 hours worked for Employer in the United States.

(b) All hours worked, including overtime hours (if any), shall be counted towards completion of the term. Additionally, time off spent by Employee while using authorized accrued paid time off ("PTO") shall be counted towards completion of the Term (e.g., Employee taking one week of PTO will have one week counted toward completion of the Term).

**Section 10. Termination.**

(a) Each party reserves the right to terminate this Agreement prior to the end of the Term. Terminations shall be subject to the following repayment obligations:

(1) The parties agree that if Employee terminates this Agreement without Good Reason (as defined below), or if Employer terminates this Agreement for Cause (as defined below), Employer shall be entitled to all Actual Direct Costs. Employer will not be entitled to and will not pursue the following categories of damages:

- a. Lost profits or overhead costs
- b. Attorneys' fees and costs, or other costs of collection or interest
- c. Costs of hiring a replacement or upfront indirect costs of having recruited or hired the worker (other than Actual Direct Costs).

(2) For purposes of this Agreement, "Good Reason" for termination by Employee is defined as:



- a. A demonstrated long-term (i.e., more than six months) need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Employer offers the Employee a job in the relocated location, it shall not be "Good Reason");
- b. Employer materially breaches the Employment Agreement after the Employee provides notice of breach and Employer fails to cure the breach within 10 business days;
- c. Employee demonstrates a good faith reasonable belief that they were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety, after Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days.
- d. Employee demonstrates a good faith and reasonable belief that they are subject to illegal discrimination after Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days;
- e. Employer or the client facility fails to honor certain benefits that are otherwise guaranteed (e.g., PTO, sick leave, or other material promised benefit) after Employee provides notice of breach (to the extent notice and cure is practicable) and Employer fails to cure the breach within 10 business days;

(3) Written notice required by this Agreement must be received by Employer at the following email address: [compliance@prioritycarestaffing.com](mailto:compliance@prioritycarestaffing.com).

(4) For purposes of this Agreement, "Cause" includes, without limitation, Employee's loss of Employee's authorization to work as a Registered Nurse in the jurisdiction(s) assigned by Employer, Employee's failure or refusal to perform any of Employee's material obligations under this Agreement, Employee's refusal to adhere to the policies or procedures of the Client(s) to which Employee is assigned, Employee's engaging in conduct detrimental to the reputation of Employer or its Client(s), Employee's commission of an unlawful act, Employee's unauthorized removal of property of Employer or a Client, Employee's falsification of documents, reports or records, absenteeism or chronic lateness, Employee's failure or refusal to provide patient care consistent with accepted guidelines or to perform the duties of employment. Employer may immediately terminate this Agreement for Cause at any time.

(5) Employee shall not have a repayment obligation in the event of Employee's Long-Term Disability (as defined in Employer's then-existing long-term disability plan, or if there is no plan, as defined by the Social Security Administration) or death. In the event of disagreement between Employee and Employer as to whether there is a Long-Term Disability, Employer shall have the right to have Employee evaluated by a physician selected by Employer, at Employer's expense, whose opinion shall be deemed final. Employee's compliance with such evaluation is a material obligation under this Agreement.

(b) The burden of proof as to the amount of Actual Direct Costs, and their benefit to Employee, will be on Employer.



(c) In the event Employee resigns before the end of the contract Term, Employer will provide Employee an itemized copy of the Actual Direct Costs it seeks to collect. Employer and Employee will attempt to reach agreement on the amount, which may be a lower amount than the amount Employer initially seeks to recover. Employee has the right to bring a representative of their choosing when discussing payment amounts and shall have a 14-day period to consider whether or not to bring a representative of their choosing.

(d) Amounts due to Employer will be prorated, with proration to start after 1,800 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked.

(e) If Employee is unable to immediately pay Actual Direct Costs, Employee will be allowed to pay as follows: i) 50% of advanced costs are to be paid upon termination of employment (or within 30 days thereafter); and ii). the remaining 50% to be paid within 150 days after the termination of employment.

(f) In the event that Employer is not able to deploy Employee to the United States within three years of the effective date of this Agreement, Employee shall have the option to terminate this Agreement upon reimbursing Employer for all Actual Direct Costs incurred up to the time Employee exercises such option. To exercise such option, Employee must first provide written notice to Employer of Employee's intent to exercise such option within fourteen (14) days of the third anniversary of the effective date of this Agreement. Upon submission of such written notice, Employer shall provide Employee with an itemized list of Actual Direct Costs, which Employee must pay within thirty (30) days of receipt. Employee acknowledges if this option is not properly and timely exercised, it shall expire and may not be exercised thereafter.

(g) In the event of termination of this Agreement, any outstanding payment obligations shall remain in effect until satisfied in full, and the following provisions shall remain in effect in accordance with their respective terms: Section 6; Section 13, and this Section 10.

**Section 11.**     Headings.

The headings of the Sections of this Agreement (including Schedules) are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

**Section 12.**     Entire Agreement; Modification; Waiver.

This Agreement contains the entire agreement between the parties concerning the subject matter hereof, and may not be modified or amended except in a writing signed by both parties. If any term in this Agreement is held by a tribunal having jurisdiction to be overbroad and/or unenforceable, the parties acknowledge and agree that the defective terms shall be modified to the extent necessary to comply with applicable law. If it is determined that any of the provisions of this Agreement are invalid or unenforceable, the remaining provisions shall survive and be given full force and effect. Failure to enforce a provision of this Agreement shall not be construed as a waiver of future enforcement of that provision or any other provision in the Agreement.

**Section 13.**     Governing Law; Dispute Resolution.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_. In the event of contract enforcement, either Employer or Employee may initiate an action in a court of competent jurisdiction in the state or federal courts in the state of \_\_\_\_\_, which shall have exclusive jurisdiction.





(b) If Employer contends that Employee has without Good Reason terminated Employee's employment before the end of the Term, Employer will offer to Employee:

- i. An opportunity for informal mediation before a third-party mediator to be selected by agreement of the parties and, if no agreement is reached, pursuant to the then-existing employment arbitration rules with Employer's mediation company of choice. The mediator's fees will be paid by the Employer and shall not be reallocated to the Employees.
- ii. Employee will be informed that Employee has the right to and will have the right to bring a representative of Employee's choosing to any discussion with the Employer or mediator regarding breach of contract or payment for the same.
- iii. If there is a dispute as to whether Employee has resigned with Good Reason, the mediator shall provide the parties the mediator's view on whether Good Reasons exists. That view shall not be preclusive or admissible for any reason in litigation. Absent agreement to adopt the mediator's view, Employee will have no payment obligation until a judicial determination is made regarding whether Employee resigned with Good Reason.

**Section 14.** Review and Revocation Period.

Employee acknowledges that Employee has had at least thirty (30) consecutive days following receipt of this Agreement to seek counsel on the contents and provisions of this Agreement and to decide whether or not to enter into this Agreement. Employee acknowledges that Employee may enter into this Agreement at any time prior to the expiration of the thirty (30) consecutive day period, and if Employee chooses to sign this agreement sooner, Employee does so completely voluntarily. Employee shall have seven (7) consecutive days after Employee signs this Agreement to revoke the Agreement. To revoke this Agreement, Employee must submit a letter of revocation, signed by Employee, by overnight courier or other postal or commercial delivery method that provides proof of delivery, to Employer's office at 1274 49<sup>th</sup> Street, Suite 539, Brooklyn, New York 11219. The written letter of revocation must be received by Employer by the end of the 7th consecutive day after you sign this Agreement. This Agreement will be "Effective" the next day following the expiration of the seven (7) consecutive day revocation period if Employee has not timely submitted a letter of revocation.

**By signing this Agreement, Employee confirms that Employee (i) has read and understood all the terms of this Agreement, and (ii) had an opportunity to consult with an attorney of his or her choosing before signing it. By signing this Agreement, Employee also confirms that Employee is committed to working for Employer for at least 5,460 hours as a Registered Nurse caring for elderly patients in a long-term care setting.**

Priority Care Staffing, LLC

BY: \_\_\_\_\_

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**SCHEDULE A**  
**TO EMPLOYMENT AGREEMENT**  
**OPTIONAL EXPENSES TO BE PAID BY EMPLOYER**

You can request Employer to pay the following expenses on your behalf, or to reimburse you for these expenses after you have completed 420 hours of employment. **You are not required** to have Employer pay or reimburse any of these expenses.

Each expense that you request Employer to pay or reimburse for you will be considered part of Employer's **Actual Direct Costs** for employing you. If you resign without **Good Reason** or are terminated **for cause** before the end of your contract, Employer can request you to pay these costs back.

The expenses in the following list are actual direct costs to Employer. All current USCIS fees are listed in [Form G-1055, fee schedule](https://www.uscis.gov/g-1055), which you can download at <https://www.uscis.gov/g-1055>.

**For each expense in the list, check one of the following:**

- **Yes** to request Employer to pay or reimburse the expense
- **No** to decline Employer's payment or reimbursement of the expense

Yes	No	Expense
<input type="checkbox"/>	<input type="checkbox"/>	Costs related to filing immigration documents – these include all of the following: <ul style="list-style-type: none"><li>• I-140 petition fee (<i>does not include asylum program fee</i>): _____</li><li>• U.S. Embassy-required medical exam: _____</li><li>• Visa screen (payable to TruMerit, formerly CGFNS): _____</li><li>• <input type="checkbox"/> Form DS-260 immigrant visa application (<i>if outside of the U.S.</i>): _____ <b>or</b> <input type="checkbox"/> Form I-485 adjustment of status (<i>if inside of the U.S.</i>): _____</li><li>• Form I-765 employment authorization document: _____</li><li>• USCIS immigrant fee: _____</li></ul>
<input type="checkbox"/>	<input type="checkbox"/>	Premium processing fee: _____ <i>Paying the premium processing fee does not guarantee that the U.S. government will approve your immigration application by a certain date. Due to uncertainty in visa availability, Employer may elect not to offer Premium Processing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	One-way airfare to the United States: to be determined <i>You will be informed of the actual cost of the flight before it is booked for you. After you have been informed of the cost, you will have an opportunity to decline having Employer pay this expense.</i>
<input type="checkbox"/>	<input type="checkbox"/>	NCLEX exam fee and processing fee: _____
<input type="checkbox"/>	<input type="checkbox"/>	English exam fee and processing fee: _____



- ☐ ☐ State nurse licensing fee: to be determined  
*You will be informed of the actual cost of the specific state licensing fee before Employer pays it for you. After you have been informed of the cost, you will have an opportunity to decline to have Employer pay the expense.*

---

Date

---

Employee's Signature



**SCHEDULE B**  
**TO EMPLOYMENT AGREEMENT**  
**RESPONSIBILITIES OF EMPLOYEE UPON COMMENCEMENT OF EMPLOYMENT**

1. Employee shall devote his/her entire professional time, skill and attention to the performance of the nursing services and other activities on behalf of Employer, including but not limited to obtaining any certifications required for Employer. Employee shall make every effort to, and shall conduct him/herself at all times so as to advance the best interests of Employer and the assigned Client(s).
2. Employee shall not, without the written consent of Employer, practice or render any service of a professional nature, except as assigned by Employer.
3. Employee will report to work at the date, time and location assigned by Employer.
4. Employee shall notify both Employer and the Client immediately upon discovering that Employee will not be able to work at a time or date that Employer has scheduled Employee to work.
5. Employee shall notify Employer, by telephone, if a Client requests Employee to work more than 40 hours in any work week. This notification requirement does not relieve Employee of Employee's duty to report to work as scheduled.
6. If any Client instructs or directs Employee to take action that Employee believes to be improper, or if any Client instructs or directs Employee to refrain from taking action that Employee thinks is necessary, or if Employee has been subject to any conduct by any Client that he/she believes to be improper or unlawful, Employee will immediately notify Employer.
7. Employee shall abide by Employer's policies and procedures applicable to similarly situated employees, which may be changed from time to time in Employer's sole discretion.
8. Employee shall at all times during the Term keep Employee's license to work as a Registered Nurse in good standing, and shall remain immigration compliant. This includes, but is not limited to, compliance with health exams, Visa screen, and any continued education as required by state licensing boards. Employee shall immediately notify Employer in writing of any investigation or inquiry involving Employee by any state or federal regulatory agency, governmental authority, or licensing authority.
9. Employee shall at all times comply with the ethics and professional standards pertaining to Registered Nurses as well as all applicable federal, state and local law.
10. Employee shall in a timely fashion prepare, maintain, and submit necessary or appropriate reports, claims, correspondence and records relating to his/her duties performed under this Agreement as may be required by Employer, all of which shall be the sole property of Employer.
11. Employee will immediately notify Employer in writing of (i) any incident or claim of wrongdoing or neglect involving Employee's provision of services under this Agreement and (ii) any investigation



or inquiry involving Employee by any state or federal regulatory agency, governmental authority, or licensing authority.

12. Employee shall be held responsible for any legal action taken against Employer due to Employee's misrepresentation of him/herself or his/her qualifications.
13. Employee understands and agrees that he/she is obligated to work the schedules and shifts assigned to him/her and that Employee may be required to work varying shifts and varying hours at Employer's sole discretion.
14. Employee shall be responsible for providing Employee's own method of reliable and timely transportation to and from any Client, including when necessary travelling between different Clients in a single day.
15. Employee must provide a reliable method for Employer to get into contact with Employee during and after work, including a mobile telephone and e-mail address.
16. Employee shall promptly provide all documents as requested by Employer during Employee's employment.
17. Employee shall comply with any additional lawful rules and requirements established by Employer.

Signatures:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Employer

## **EXHIBIT 13**

### **ASSURANCE OF DISCONTINUANCE BETWEEN DEFENDANTS AND NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL**

PEOPLE OF THE STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL  
LABOR BUREAU

---

IN THE MATTER OF THE INVESTIGATION  
OF LETITIA JAMES, ATTORNEY GENERAL  
OF THE STATE OF NEW YORK

ASSURANCE OF  
DISCONTINUANCE

OF

AOD No. 25-025

ADVANCED CARE STAFFING, LLC,  
PRIORITY CARE STAFFING, LLC, and  
SAMUEL KLEIN.

---

The Office of the Attorney General of the State of New York (“OAG”) has investigated ADVANCED CARE STAFFING, LLC (“ACS”), PRIORITY CARE STAFFING, LLC (“PCS”), and SAMUEL KLEIN, in his capacity as Chief Executive Officer of both ACS and PCS (collectively referred to herein as the “Respondents”) pursuant to New York Executive Law § 63(12).

The OAG examined whether Respondents’ employment contracts and enforcement of a provision mandating foreign-recruited nurses to pay a substantial penalty upon failure to fulfill a two-or three-year employment commitment is a violation of the Trafficking Victims Protection Act (“TVPA”) § 1589, New York contract law, and New York Executive Law § 63(12). This investigation is referred to herein as the “OAG Investigation.” As used herein, the term “Nurse” refers only to foreign nurses who live(d) or work(ed) in New York during their employment with Respondents.

This Assurance of Discontinuance (“AOD”) contains the OAG’s findings in connection with the OAG Investigation and the relief agreed to by the OAG and the Respondents (collectively,

the “Parties”). The restitution agreed to in connection with the OAG Investigation will be paid by Respondents in accordance with Paragraph 41, below.

The matters at issue in the OAG Investigation are also included as overlapping claims in *Vidal v. Advanced Care Staffing, LLC*, 22-cv-5535 (NRM)(MMH) (E.D.N.Y.) (the “Vidal Litigation”), *Miclat v. Advanced Care Staffing, LLC, et al.*, 23-cv-5296 (NRM)(MMH) (E.D.N.Y.) (the “Miclat litigation”), and the U.S. Department of Labor’s (“USDOL”) litigation against Respondents, *Su v. Advanced Care Staffing, LLC, et al.*, 23-cv-2119 (NRM) (MMH) (E.D.N.Y.) (the “USDOL litigation”). The OAG and the parties to the Vidal, Miclat and USDOL litigation participated in global settlement discussions and agreed, that Respondents will pay \$663,668.66 to the OAG as described in Paragraph 41 below in addition to the injunctive relief described in Paragraphs 18 through 40 below. The \$663,668.66 will be distributed to Nurses who paid fees to Respondents in connection with termination of employment through the execution date of this AOD (the “Effective Date”). The parties anticipate that USDOL’s litigation will be resolved through a Consent Judgment, which will set forth the settlement terms of that litigation. The USDOL will deem the \$663,668.66 paid to the OAG to satisfy in full Respondents’ payment obligations under that Consent Judgment. The Vidal and Miclat litigation will recover an additional amount and seek approval of their settlement.

## **OAG’S FINDINGS**

### **Introduction and Background**

1. Advanced Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Advanced Care Staffing has its principal place of

business located at 1000 Gates Avenue, 5<sup>th</sup> Floor Brooklyn, NY 11221. Advanced Care Staffing is an employer within the meaning of the New York Labor Law (“NYLL”).

2. Priority Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Priority Care Staffing has its principal place of business located at 241 W 37th St Suite 1001, New York, NY 10018. Priority Care Staffing is an employer within the meaning of the New York Labor Law (“NYLL”).

3. Samuel Klein is Chief Executive Officer of Advanced Care Staffing and Priority Care Staffing. He has held the position since at least 2017 and was involved in the hiring, firing, and supervision of employees, as well as setting the employees’ rates of pay.

4. Respondents employ foreign nurses and place nurses at nursing home and long-term care facilities. Respondents contract with health care facilities to provide them with staffing while remaining the direct employer of the nurses placed at client facilities.

5. The OAG commenced its investigation in July 2023. It covers the time period of July 26, 2013 through May 28, 2025 (the “Relevant Period”). During the Relevant Period, Respondents recruited nurses from abroad and offered to sponsor nurses for visas leading to permanent residence in the U.S. Under these arrangements, Respondents covered (among other things) the costs associated with the nurses’ immigration processes and applications and travel to the United States.

#### **Practices Related to Employment Contracts with Foreign Nurses**

6. The TVPA § 1589 prohibits providing or obtaining the labor or services of a person by using: force, threats of force, physical restraint, or threats of physical restraint; serious harm or threats of serious harm; the abuse or threatened abuse of law or legal process; or, any scheme, plan,



or pattern intended to cause the person to believe that, if that person did not perform such labor or services, that person would suffer serious harm or physical restraint. 18 U.S.C. § 1589(a).

7. Based on its investigation of Respondents, the OAG concluded that Respondents violated the TVPA and Executive Law § 63(12), insofar as Nurses recruited by Respondents experienced sufficiently serious actual or threatened financial harm by virtue of their contracts with Respondents.

8. Specifically, between 2019 and 2022, Respondents provided employment contracts to foreign nurse recruits that included a mandatory repayment provision, which obligated a Nurse to pay \$20,000 if they resigned (unless ACS failed to complete the immigration sponsorship or if ACS failed to pay wages in accordance with federal and state law) or were fired for cause before the end of their two (2) or three (3) year contract terms.

9. Between 2022 and the present, Respondents amended their existing contract to no longer contain a specific dollar amount penalty provision but the contract still imposed on Nurses who resigned (unless ACS failed to complete the immigration sponsorship or if ACS failed to pay wages in accordance with federal and state law) or were fired for cause before the end of the contractual term damages of an unknown magnitude and lost profits. The contract required disputes to be arbitrated, required nurses to pay fees to participate in arbitration, and contained a “loser pays” provision, which held nurses responsible for attorney’s fees and arbitrator’s fees in the event they were found liable for termination damages in arbitration.

10. Respondents used the amended version of the contract with new hires. Respondents effectively continued to enforce the \$20,000 penalty by sending letters and emails indicating that they would seek at least as much in arbitration if the nurses did not reconsider their resignation.

11. Samuel Klein is individually liable for the violations given his role in the hiring, firing, and supervision of employees and his role in setting employees' rates of pay.

12. To resolve the OAG's investigation without the necessity of prolonged and expensive litigation and in exchange for the consideration provided herein, Respondents have agreed to enter into this AOD. As regards the allegations in Paragraphs 7 through 11, the OAG, ACS, PCS, and Samuel Klein acknowledge and agree that this AOD does not constitute an adjudication by a Court, agency, or any other adjudicatory body.

13. Based on the foregoing, the Attorney General has concluded that Respondents engaged in persistent and repeated illegality in violation of Executive Law § 63(12) and the Trafficking Victims Protection Act ("TVPA") § 1589, insofar as Nurses recruited by Respondents experienced sufficiently serious actual or threatened financial harm by virtue of their contracts with Respondents.

14. The OAG finds the relief and agreements contained in this AOD appropriate and in the public interest. THEREFORE, the OAG is willing to accept this AOD pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Executive Law § 63(12) based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

**RELIEF**

**Entities Bound By the AOD**

15. This AOD binds Samuel Klein, individually, Advanced Care Staffing, and Priority Care Staffing, their successors and assigns as well as (in their capacities as agents and/or owners of Respondents) their principals, directors, beneficial owners, officers, and shareholders.

**Compliance with TVPA and Other Laws Governing Employment Practices**

16. Respondents hereby acknowledge that they understand and will comply with all applicable federal, state, and local laws, including but not limited to the TVPA and the NYLL. Respondents agree and acknowledge that any violation of such laws is a violation of this AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in Paragraph 14, in addition to any other appropriate investigation, action, or proceeding.

17. Respondents agree to comply with all provisions of NYLL § 167 and will make any related records available to the OAG upon reasonable request, including but not limited to notice to employees of the restrictions on consecutive hours of work for nurses and full access to the contact information of their employees to reach them through mail, telephone, or electronic means.

**Programmatic Relief**

18. Respondents will begin to implement the relief described in Paragraphs 19 to 40 *infra* within 30 days of the full execution of this AOD (the “Effective Date”), unless otherwise specified.

19. Respondents will remove from the current employment contract and will not include in any future employment contracts with Nurses:

- a. The arbitration provision, including any requirement for Nurses to participate in arbitration proceedings to determine the amount of damages owed to Respondent due to breach of contract, any requirement for Nurses to pay Respondent’s attorneys’ fees in an arbitration proceedings, and any requirement for Nurses to pay arbitration fees.
- b. The provision enabling Respondents to recover lost profits from a breach of contract with Nurses.

- c. The provisions from its contracts prohibiting Nurses from working for a competitor after the Nurse ceases employment with Respondents.
- d. Any provision that has the same or similar intent or meaning as the prohibited terms set forth in subsections 19(a) through 19(c), above; provided, however, that a contract with a current or future Nurse that is consistent with Paragraphs 29-32 shall not need be deemed to violate this Paragraph 19.

20. Respondents will include in future agreements with Nurses a clear, easy-to-understand Exhibit that (a) informs the Nurse of the cost of each benefit being offered (and, in the event of an airplane ticket, which may have a variable expense associated, the Nurse will be informed of the actual cost of the flight before it is booked on the Nurse's behalf), (b) states that the Respondents may (in the event of a breach) seek to recover the costs of the benefits, and (c) offers a simple OPT-IN or OPT-OUT option (e.g., via checkboxes) of each of those expenses. In no circumstance will a Nurse be required to have the Respondent incur any of the enumerated expenses on the Nurse's behalf. Respondents will submit the proposed Exhibit to the OAG within 30 days of the Effective Date. OAG will promptly review the policies in good faith and approval will not unreasonably be denied. Within 60 days of receipt of the proposed Exhibit, OAG will discuss with Respondents any changes to the proposed policies, and the OAG and Respondents will work in good faith to resolve any disputes around such changes.

21. If Respondents contend that a Nurse has without Good Reason terminated their employment before the end of the stated contract term, the Respondents will offer to the Nurse:

- a. An opportunity for informal mediation before a third-party mediator to be selected by agreement of the parties and, if no agreement is reached, pursuant to the then-existing employment arbitration rules with the Respondent's mediation company

of choice. The mediator's fees will be paid by the Respondents and shall not be reallocated to the Nurses.

- b. Nurses will be informed that they have the right to and will have the right to bring a representative of their choosing to any discussion with the Respondents or mediator regarding breach of contract or payment for the same. If the Nurse chooses not to bring a representative, they must acknowledge in writing (which may be electronic) that they have the right to a representative but are choosing not to have one (or, if the Nurse does not so acknowledge, Respondents must retain a copy of the email in which Respondents informed the Nurse of this option and requested the Nurse's acknowledgement). Notice will be provided at least 14 days in advance of any such meeting or mediation so that the Nurse will have a meaningful opportunity to choose a representative. Respondents will submit a proposed notice of rights to the OAG within 30 days of the Effective Date. OAG will promptly review the policies in good faith and approval will not unreasonably be denied. Within 60 days of receipt of the proposed notice of rights, OAG will discuss with Respondents any changes to the proposed notice of rights, and the OAG and Respondents will work in good faith to resolve any disputes around such changes. For the avoidance of doubt, each party to the mediation will bear the fees and costs of the representative (if any) that they bring to the mediation.
22. Respondents will designate a compliance officer and clear procedures for employees to report concerns.
23. Respondents will engage a community-based organization to provide periodic trainings to employees on their rights under the law and under the agreement.

24. Respondents will train their office staff and supervisory employees on the changes to terms of Respondents' employment contract terms pursuant to Paragraphs 19 to 21 and 29 to 39.

25. Respondents will provide notice to currently employed Nurses regarding the changes to Respondents' employment contract terms pursuant to Paragraphs 19 to 21 and 29 to 39, within 30 days of the Effective Date, and will make signed acknowledgements (which may be in electronic form) available to the OAG within 60 days of the Effective Date. If the Nurse does not sign the acknowledgement, Respondents must retain a copy of the email in which Respondents informed the Nurse of this option and requested the Nurse's acknowledgement. Respondents will submit a proposed notice to the OAG within 30 days of the Effective Date. OAG will promptly review the policies in good faith and approval will not unreasonably be denied. Within 60 days of receipt of the proposed notice, OAG will discuss with Respondents any changes to the proposed notice, and the OAG and Respondents will work in good faith to resolve any disputes around such changes.

26. Respondents will entirely forgive the debt of Nurses formerly employed by Respondents who, as of the Effective Date, Respondents contend owe money in connection with leaving before completing their contractual period.

27. Respondents will provide a complete and up-to-date list of all Nurses who have paid fees to Respondents following termination of employment with Respondents during the Relevant Period. Samuel Klein will provide the OAG with the Affirmation attached hereto as Exhibit 1. Respondents will submit the list of formerly employed Nurses and Samuel Klein's affirmation to the OAG within 30 days of the Effective Date.

28. As to those Nurses who, as of the Effective Date, are current employees, Respondents will only be able to collect agreed upon Actual Direct Costs absent resignation for Good Reason. *See infra*, Paragraph 36(c). Currently employed Nurses will also receive all post-hire non-monetary relief provided in Paragraphs 19 to 25 and 29 to 39.

29. Respondents will make an express statement in their contracts and notices of contract amendments that Respondents will not be entitled to and will not pursue the following categories of damages with respect to any current, former, or future employee Nurse:

- a. Lost Profits or overhead costs
- b. Attorneys' Fees and Costs, or other costs of collection or interest
- c. Costs of hiring a replacement or upfront indirect costs of having recruited or hired the worker (other than as specified in Paragraphs 31 to 32).

30. Respondents' contract will state that, except for resignations for Good Reason (defined below) the Nurse's repayment obligations will be Actual Direct Costs.

31. Actual Direct Costs shall mean documented expenses that (1) the Respondents have actually incurred and paid to a third party, and (2) are primarily for the benefit of the worker and not primarily for the Company's benefit. Actual Direct Costs will be limited to the following categories, subject to an overall Cap of \$5,000, increased annually by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJ-PA metro area:

- a. One-way airfare to the United States;
- b. National Council Licensure Examination ("NCLEX") Exam Fee and Processing Fee;

- c. English Exam Fee and Processing Fee;
  - d. State Nurse Licensing Fee;
  - e. Nursing License by Endorsement to the extent requested by the Nurse. Respondents will never require a Nurse to seek License by Endorsement; this is applicable only to Nurses who request to be placed in a state different from where they are currently licensed;
  - f. Premium Processing Fee for Immigrant Petition for Alien Worker, to the extent requested by the Nurse. Respondents have never and will never require a Nurse to request Premium Processing; further, Respondents will add language to the Opt-In/Opt-Out Form stating that the Premium Processing fee does not guarantee that the United States government will process or approve their immigration application by a date-certain);
  - g. Upon selection by the Nurse, either (1) cash advance for rent and living expenses; or (2) actual costs paid to a third party on the Nurse's behalf for rent and living expenses;
  - h. Immigration filing-related costs (only applicable to costs for immigration statuses that provide United States lawful permanent resident status);
32. Notwithstanding the foregoing, Respondents will not be able to recover costs for the following as Actual Direct Costs from current or future employee Nurse:
- a. Asylum program fee for Immigrant Petition for Alien Workers;
  - b. Transportation to or from the Airport, including cabs and car services;
  - c. Respondents' Concierge Services, including monthly fees for assistance from Advanced Care Staffing or Priority Care Staffing Staff with completing paperwork,



providing information and resources for moving, and providing information to assist Nurses with transition to New York and the United States;

- d. Nursing License by Endorsement, if not requested by the Nurse;
- e. Premium Processing fee for Immigrant Petition for Alien Worker, if not requested by the Nurse; and
- f. Any costs prohibited by 20 C.F.R. § 656.12.

33. The burden of proof as to the amount of Actual Direct Costs, and their benefit to the employee Nurse, will be on Respondents.

34. Respondents will not seek to recoup any Actual Direct Costs not disclosed in advance to the Nurse prior to commencing employment and prior to advancing those costs. All Nurses will have the option to elect which Actual Direct Costs they wish Respondents to advance prior to signing their employment contract and then will have the option to decline any advance before Respondents expend it.

35. In the event a Nurse resigns before the end of the contract term, Respondents will provide the Nurse an itemized copy of the Actual Direct Costs they seek to collect. Respondents and the Nurse will attempt to reach agreement on the amount, which may be a lower amount than the amount Respondents initially seek to recover. The Nurse will be given an opportunity to have a representative of their choosing and a meaningful opportunity to choose a representative prior to discussion of payment amounts. *See* Paragraph 21(b).

36. Respondents will also include the following protections in their contracts with future Nurses and will provide current Nurses with notice that their contracts have been amended accordingly to include these terms (*see* Paragraph 25):

- a. No repayment in event of long-term disability (as defined in Respondents' then-existing long-term disability plan) or death;
- b. No repayment if the Nurse is terminated without cause;
- c. No repayment if the Nurse resigns for "Good Reason." Good Reason includes:
  - i. A demonstrated long-term (i.e., more than six months) need to need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Respondents offer the Nurse a job in the relocated location, it shall not be "good reason");
  - ii. Respondents materially breach contract after the Nurse provides notice of breach and Respondents fail to cure the breach within 10 business days;
  - iii. Nurse demonstrates a good faith reasonable belief that they were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety, after Nurse provides notice of breach (to the extent notice and cure is practicable) and Respondents fail to cure the breach within 10 business days.
  - iv. Nurse demonstrates a good faith and reasonable belief that their placement violates the NYLL, including as to mandatory overtime, day of rest, and meal breaks, after the Nurse provides notice of breach (to the extent notice and cure is practicable) and Respondents fail to cure the breach within 10 business days;
  - v. Nurse demonstrates a good faith and reasonable belief that they are subject to illegal discrimination after Nurse provides notice of breach (to the extent

notice and cure is practicable) and Respondents fail to cure the breach within 10 business days;

- vi. Respondents or client facility fail to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after Nurse provides notice of breach (to the extent notice and cure is practicable) and Respondents fail to cure the breach within 10 business days;

- d. If there is a dispute as to whether a Nurse has resigned with Good Reason, the mediator shall provide the parties the Mediator's view on whether Good Reasons exists. That view shall not be preclusive or admissible for any reason in litigation. Absent agreement to adopt the Mediator's view, the Nurse will have no payment obligation until a judicial determination is made regarding whether the Nurse resigned with Good Reason.

37. Respondents will agree to pro-ration on amounts owed by employee Nurses, with proration to start after 900 hours worked of the contractual term and reductions to correspond 1:1 based on length of service per 150 hours worked. By way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 750 hours worked, then the Nurse's repayment obligation shall be \$5,000. Also, by way of example only, if the Actual Direct Costs expended for a Nurse are \$5,000 and the Nurse resigns without Good Reason after 1,050 hours worked, then the Nurse's repayment obligation shall be \$5,000 less \$138.88 (which represents 1/36th of \$5,000).

38. Respondents will agree to allow Nurses to pay Actual Direct Costs on Payment plans as follows:

- a. 50% of advanced costs are to be paid upon termination of employment (or within 30 days thereafter); and
  - b. The remaining 50% to be paid within 150 days after the termination of employment.
39. Respondents will agree to limit contract terms to 5,460 hours worked, inclusive of hours actually worked by Nurses, including overtime hours.
40. This forward-looking relief does not absolve Respondents of complying with relevant laws, including the anti-trafficking laws, and nothing in this programmatic relief is intended to suggest that any individual Nurse recruited by or employed by Respondents in the future may not experience coercion rising to the level of “serious harm” depending on the Nurse’s particular circumstances and working conditions.

**Monetary Payment**

41. Respondents agree to pay \$663,668.66 (Six Hundred Fifty-Three Thousand and One Hundred and Sixty-Eight Dollars and Sixty-Six Cents) in resolution of the OAG Investigation, which will be paid directly to the OAG within thirty (30) days of the date of the execution of the AOD (Effective Date”). The Monetary Payment will be used for distribution as restitution to current and former employee nurses for violations of the TVPA for the time period December 1, 2019, through Effective Date. The parties anticipate that USDOL’s litigation will be resolved through a Consent Judgment, which will set forth the settlement terms of that litigation. The USDOL will deem the \$663,668.66 paid to the OAG to satisfy the full amount of damages due to nurses related to the USDOL litigation.

42. Payments shall be made by wire transfer, attorney check, corporate or certified check, or bank draft, which shall be made payable to the “State of New York” and shall reference AOD No. 25-025. Payment shall be addressed to the attention of:

Erika E. Vera Livas  
Assistant Attorney General  
Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005  
Erika.VeraLivas@ag.ny.gov

The payment and all correspondence related to this AOD must reference “AOD No. 25-025.”

43. The OAG has the sole discretion to determine which nurses shall be eligible for restitution and to determine such amount of such restitution. No amount shall revert to Respondents.

44. Respondents agree to provide reasonable cooperation necessary to locate and contact current and former employee nurses who may be eligible for a restitution, including providing for each worker their last known address, last known telephone number, last-known email address, social security number, preferred language, last-known bank routing number, and last-known bank account number. Respondents will also provide to current employees any information related to the factual details of the AOD as OAG may request.

### **Monitoring and Oversight**

45. Respondents will implement the relief described in Paragraphs 46 to 49, for three years from the Effective Date.

46. Periodic Compliance Reports: Advanced Care Staffing and Priority Care Staffing shall provide to the OAG a report detailing their compliance with the requirements set forth in this AOD, Paragraphs 18 to 39 (Programmatic Relief) within six months of the Effective Date. This report shall be in writing and shall set forth in detail the manner and form of compliance with this AOD and shall be signed by Advanced Care Staffing and Priority Care Staffing.

47. Thereafter, a report of compliance shall be submitted to the OAG every six months for three years from the Effective Date. Along with each six-month report, Advanced Care Staffing and Priority Care Staffing shall submit the following supporting documents to the OAG:

- a. A report that includes any amounts collected from Nurses following termination of employment, the basis for collecting those amounts, and the procedures used to collect from Nurses for the previous six months;
- b. A report that includes any complaints made by Nurses through the formal reporting channel set forth in Paragraph 22 regarding Respondents' failure to comply with any term of the Programmatic Relief section of this AOD (Paragraphs 18-40).
- c. A report that includes any complaints made by Nurses through the formal reporting channel set forth in Paragraph 22 regarding any matter besides those covered by the Programmatic Relief section of this AOD, including any complaints of workplace violations of health and safety rules or otherwise significant workplace threats to health or safety, including patient safety; violations of the NYLL, including as to mandatory overtime, day of rest, and meal breaks; illegal discrimination; or Respondents' or client facilities' failure to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave
- d. A report that includes any complaints made by Nurses regarding denials of a Nurse's request to terminate their contract without payment due to a family member's serious illness or a spouse's mandatory relocation for work (and Respondents not offering an alternative job in the relocated location) during the previous six months;

e. A report that includes any complaints made by Nurses regarding alleged material breaches of the employment contract (after the required notice and cure period) made by Respondents during the previous six months;

48. Periodic Certification of Compliance: Advanced Care Staffing and Priority Care Staffing shall provide the OAG with a certification affirming its compliance with the requirements set forth in Paragraphs 18 to 40 (Programmatic Relief) within six months of the Effective Date. This certification shall be in writing and signed by Advanced Care Staffing and Priority Care Staffing. Thereafter, a certification of compliance shall be submitted to the OAG every six months at the same time as the periodic reports described in paragraphs 46 and 47, for three years from the Effective Date.

49. Compliance Reports or Certification of Compliance on Demand: At any time for three years from the Effective Date, upon 30 days' written notice from the OAG, Advanced Care Staffing and Priority Care Staffing shall provide the OAG with a compliance report or certification affirming their compliance with the requirements set forth in this AOD, Paragraphs 18 to 40 (Programmatic Relief).

50. Advanced Care Staffing and Priority Care Staffing expressly agree and acknowledge that a default in the performance of any obligation under this AOD is a violation of the AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in Paragraph 14, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the AOD has been violated shall constitute prima facie proof of the statutory violations described in Paragraph 13 pursuant to Executive Law § 63(15). Notwithstanding the foregoing, upon any default in the performance of any obligation, the OAG shall give Advanced Care Staffing and/or Priority Care Staffing written notice of such default via first class mail and e-

mail, which shall be effective three days from the mailing of first class mail, after which Advanced Care Staffing and/or Priority Care Staffing shall have 15 days to cure such default.

**No Retaliation**

51. Respondents agree that they shall comply with NYLL §§ 215 and 740 and shall not in any manner discriminate or retaliate against any of their employees, including but not limited to employees or former employees who cooperated or are perceived to have cooperated with the OAG's investigation of this matter. Respondents agree not to discharge, refuse to hire, or take any adverse action against any of these employees except for legitimate, non-discriminatory reasons unrelated to the OAG Investigation or to any past, present, or future participation in any activities involving the exercise of their legal rights under the TVPA, the NYLL, and New York contract law.

**Ongoing Cooperation**

52. Respondents agree to cooperate with all reasonable ongoing requests by the OAG for information related to this investigation and to ensure compliance with this AOD. Respondents also agree to cooperate fully and truthfully with the OAG's investigations of individuals and entities that are not a party to this AOD. Upon reasonable notice, Respondents shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Respondents further agree to furnish to the OAG, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of its practices relating to contract provisions and the collection of termination fees from Nurses described in Paragraphs 8



to 9 that they have undertaken, or that have been performed by another on their behalf. Respondents agree that the OAG shall have full access to the contact information of their employees to reach them through mail, telephone, or electronic means.

**Penalty for Non-Compliance**

53. If an OAG inspection shows a material violation (after the notice and cure provision below) of Paragraphs 18 to 40 (Programmatic Relief) of this AOD, Respondents agree to pay \$20,000 in liquidated damages for each category of violation, separate and apart from any other penalty or damages associated with the violation, provided that prior to any assessment of liquidated damages, the OAG provides written notice of such violation via first class mail and e-mail at the address provided in Paragraph 67, effective the date e-mail notice is sent, after which Respondents shall have 15 days to cure the violation.

**MISCELLANEOUS**

**Representations and Warranties**

54. The OAG has agreed to the terms of this AOD based on, among other things, the representations made to the OAG by Respondents and the OAG's own factual investigation as set forth in Paragraphs 1 through 11, above. Respondents represent and warrant that neither they nor their counsel have made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondent or their counsel are later found to be inaccurate or misleading, this AOD is voidable by the OAG in its sole discretion.

55. No representation, inducement, promise, understanding, condition, or warranty not set forth in this AOD have been made or relied upon by Respondents in agreeing to this AOD.

56. Respondents represent and warrant, through the signatures below, that the terms and conditions of this AOD are duly approved and execution of this AOD is duly authorized.

**Effects of AOD**

57. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this AOD shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all provisions of this AOD to be performed by Respondents.

**Subsequent Proceedings**

58. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this AOD, for violations of the AOD (after the notice and cure process set forth in Paragraph 50), or if the AOD is voided pursuant to Paragraph 54, and agree and acknowledge that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this AOD through the date that the OAG provides notice of the violation of the AOD;
- b. the OAG may use statements, documents, or other materials produced or provided by Respondents prior to or after the Effective Date of this AOD except for settlement communications;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue;
- d. evidence of a violation of this AOD shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

59. If a court of competent jurisdiction determines that Respondents have violated the AOD, Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such

determination and of enforcing this AOD, including without limitation legal fees, expenses, and court costs.

**General Principles**

60. Unless a term limit for compliance is otherwise specified within this AOD, Respondents' obligations under this AOD are enduring. Nothing in this AOD shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

61. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Respondents violate the AOD after the Effective Date.

62. This AOD may not be amended except by an instrument in writing signed on behalf of the parties to this AOD.

63. In the event that any one or more of the provisions contained in this AOD shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this AOD.

64. Respondents acknowledge that they have entered this AOD freely and voluntarily and upon due deliberation with the advice of counsel.

65. This AOD shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

66. The AOD and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

67. All notices, reports, requests, and other communications to any party pursuant to this AOD shall be in writing and shall be directed as follows:

From the Respondents to the Attorney General:

New York State Office of the Attorney General  
Erika E. Vera Livas, Assistant Attorney General  
Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005

Or

Erika.VeraLivas@ag.ny.gov

From the Attorney General to the Respondents:

David Kelley  
O'Melveny & Myers LLP  
1301 Avenue of the Americas, Suite 1700  
New York, NY 10019  
dkelley@omm.com

Any changes in the person to whom communications should be specifically directed shall be made in writing in advance of the change

58. This AOD may be electronically signed, and any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

59. This AOD may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, this AOD is executed by the parties hereto on May 28, 2025.

**LETITIA JAMES**

Attorney General of the State of New York


By:

  
**Erika E. Vera Livas**

Assistant Attorney General  
Labor Bureau

28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005  
Phone: (212) 416-8703

Dated: May 29, 2025

By:   
\_\_\_\_\_  
Samuel Klein, Individually and on  
behalf of Advanced Care Staffing, LLC  
and Priority Care Staffing, LLC

Date 5/28/25

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

*Exhibit A: Affirmation*

PEOPLE OF THE STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL  
LABOR BUREAU

---

IN THE MATTER OF THE INVESTIGATION OF  
LETITIA JAMES, ATTORNEY GENERAL OF THE  
STATE OF NEW YORK

AFFIRMATION IN SUPPORT OF  
ASSURANCE OF  
DISCONTINUANCE  
AOD No. 25-025

OF

ADVANCED CARE STAFFING, LLC, PRIORITY  
CARE STAFFING, LLC, and SAMUEL KLEIN.

---

Samuel Klein, being duly sworn, deposes and says the following:

1. I am the Chief Executive Officer of ADVANCED CARE STAFFING (“ACS”) and PRIORITY CARE STAFFING (“PCS”) and have authority to sign on behalf of ACS and PCS.
2. I reside in the State of New York.
3. Advanced Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits (among other individuals) trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Advanced Care Staffing has its principal place of business located at 1000 Gates Avenue, 5th Floor Brooklyn, NY 11221.
4. Priority Care Staffing is a for-profit corporation that operates a healthcare staffing agency that recruits (among other individuals) trained nurses from foreign nations to perform work in New York for healthcare facilities, including nursing homes. Priority Care Staffing has its principal place of business located at 241 W 37th St Suite 1001, New York, NY 10018.
5. Between 2019 and the present, ACS and PCS provided employment contracts to foreign nurse recruits through which ACS and PCS were obligated to pay, advance or reimburse

*Exhibit A: Affirmation*

certain costs on behalf of the nurses (including immigration and travel related-expenses) and the nurses were obligated to pay damages (which included the aforementioned costs and alleged lost profits), with certain exceptions, if they did not fulfill their 2-or-3-year employment contracts.

6. Since December 1, 2020, ACS and PCS have collected \$663,668.66 from seventy-one nurses on whose behalf ACS and PCS paid, advanced, or reimbursed various costs pursuant to the above-referenced contracts and who, ACS and PCS contend, terminated the employment contract before the end of the 2-or-3 year terms of their respective contract.

7. Other than the amounts referenced in Paragraph 6 above, to my knowledge (including after diligent investigation) ACS and PCS have not enforced or collected upon the repayment provision since at least December 1, 2020 through legal or non-legal processes.

By:   
\_\_\_\_\_  
Samuel Klein



*Exhibit A: Affirmation*

**PERSONAL ACKNOWLEDGMENT OF SAMUEL KLEIN**

STATE OF New York )  
 ) SS:  
COUNTY OF Kings )

On the 28 day of May, 2025 before me personally came Samuel Klein, to me known who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he is the individual described in and who executed the foregoing Affirmation in Support of Assurance of Discontinuance, and duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

TINA TAN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01TA6364934  
Qualified in Kings County  
Commission Expires: September 25, 2028



**EXHIBIT 14**

**CONSENT JUDGMENT BETWEEN DEFENDANTS  
AND U.S. DEPARTMENT OF LABOR**

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

LORI CHAVEZ-DEREMER,  
Secretary of Labor,  
United States Department of Labor,

*Plaintiff,*

v.

ADVANCED CARE STAFFING, LLC, et al.

*Defendants.*

No. 23-cv-2119 (NRM) (MRH)

**CONSENT JUDGMENT**

Plaintiff LORI CHAVEZ-DEREMER, Secretary of Labor, United States Department of Labor (the “Secretary”) has filed her Complaint and defendants ADVANCED CARE STAFFING, LLC (“ACS”) and PRIORITY CARE STAFFING, LLC (“PCS”) (together, “Defendants”) appeared by counsel, filed their answer, and hereby agree to the entry of this Consent Judgment in full settlement of the claims that have been made or asserted in this action.

Defendants acknowledge that they have notice of, and understand, the provisions of this Consent Judgment, acknowledge their responsibilities pursuant to this Consent Judgment, and acknowledge that they may be subject to sanctions in contempt of this Court and may be subject to punitive damages if they fail to comply with the provisions of this Consent Judgment.

Defendants submit to the jurisdiction of this Court over them and over the subject matter of this action. Defendants admit that this Court has the authority to enter and enforce this Consent Judgment and that this Court is the most appropriate venue for any enforcement action that may be required as a result of this Consent Judgment.

Defendants admit that from March 21, 2021 to at least April 22, 2025 (the “relevant time

period”) they were employers within the meaning of Section 3(d) of the Fair Labor Standards Act (the “FLSA”), 29 U.S.C. § 203(d). Defendants admit that during the relevant time period they were a covered enterprise under sections 3(r) and 3(s) of the FLSA and that the provisions of the FLSA apply to them.

To resolve this Action without the necessity of prolonged and expensive litigation, Defendants have agreed to enter into this Consent Judgment.

It is, therefore, upon motion of the attorneys for the Secretary and for good cause shown, ORDERED that:

1. Defendants (and, to the extent that they have received notice of the terms of this paragraph, Defendants’ officers,<sup>1</sup> employees, agents, and those persons in active concert or participation with Defendants) are permanently enjoined and restrained from violating the provisions of sections 6, 7, 11(c), 15(a)(2), 15(a)(3), and 15(a)(5) of the FLSA, in any of the following manners:

a. Defendants shall not, contrary to section 6 of the FLSA, pay any of their employees at a rate less than the applicable statutory minimum wage now, or which in the future becomes, prescribed by section 6 of the FLSA.

b. Defendants shall not, contrary to section 7 of the FLSA, employ any of their non-exempt employees for workweeks longer than the hours now, or which in the future become, applicable under sections 7 and 15(a)(2) of the FLSA, unless the employees receive compensation for their employment in excess of the prescribed hours at rates not less than one and one-half times the employees’ regular rates.

---

<sup>1</sup> The parties understand and agree that Samuel Klein, who will execute this Consent Judgment on behalf of both Defendants, has received notice of the terms of this paragraph and is bound by the injunctive terms in this Consent Judgment, including Paragraph 3.

c. Defendants shall make, keep, and preserve adequate records of their employees and of the wages, hours, and other conditions and practices of employment, as prescribed by the FLSA and its regulations.

d. Defendants shall not discharge or take any retaliatory action against any employee because such employee engaged in or is believed to have engaged in any of the following activities:

- i. Discloses, protests, or threatens to disclose or protest, to a supervisor or to a public agency, any activity, policy, or practice of Defendants or another employer with whom Defendants have a business relationship, that the employee reasonably and in good faith believes is in violation of the FLSA or a rule or regulation promulgated pursuant to the FLSA;
- ii. Provides information to, or testifies before, any public agency or entity conducting an investigation, hearing, or inquiry into any alleged violation of the FLSA or a rule or regulation promulgated pursuant to the FLSA, by Defendants or another employer with whom Defendants have a business relationship; or
- iii. Objects to, or refuses to participate in any activity, policy, or practice that the employee reasonably and in good faith believes is in violation of the FLSA or a rule or regulation promulgated pursuant to the FLSA.

e. Defendants shall not seek recovery from any workers for any of the following “prohibited amounts”: Defendants’ overhead, lost/future/anticipated profits, the costs of recruiting or hiring a replacement worker, or the indirect upfront costs of having recruited or hired the worker. Defendants shall not seek recovery from any workers for the

costs of collection (including attorneys' fees, arbitration costs, and interest allegedly accrued through the date of an employee's alleged breach) of any prohibited amounts. Defendants shall not enforce any provisions of current contracts purporting to permit Defendants to recover the above prohibited amounts from workers, or to recover from workers the costs of collection of any of the above prohibited amounts (including attorneys' fees, arbitration costs, and interest allegedly accrued through the date of an employee's alleged breach).

2. Defendants have already paid \$663,668.66 to the Office of the Attorney General of the State of New York ("OAG") in resolution of an OAG investigation (AOD No. 25-025, May 29, 2025). The parties have reached a compromise agreement that, from that \$663,668.66 payment, Defendants shall have been deemed to have paid wages to the former employees listed in Exhibit A, attached hereto, in the amount of \$71,828.90 plus an equal additional amount of liquidated damages of \$71,828.90, for a total amount of \$143,657.80, in full satisfaction of the Secretary's FLSA claims for back wages and liquidated damages in this Action. Pursuant to the terms of the OAG's Assurance of Discontinuance with Defendants and negotiations between and among DOL, Defendants, and OAG, the OAG will distribute (or is in the process of distributing) the \$663,668.66 to the affected employees, who include all of the employees as listed in Exhibit A to this Consent Judgment. The parties agree that Defendants' payment of the \$663,668.66 to the OAG fully satisfies Defendants' payment obligations for all claims for FLSA back wages and liquidated damages brought in this Action and owing under this Consent Judgment.

3. Defendants, and anyone acting on their behalf, shall not directly or indirectly solicit or accept the return or refusal of any sums paid pursuant to paragraph 2 of this Consent Judgment or of any of the \$663,668.66 paid to the OAG pursuant to the OAG's Assurance of Discontinuance

with Defendants. Defendants, and anyone acting on their behalf, shall not threaten or imply that adverse action will be taken against anyone because of their receipt of funds due under paragraph 2 of this Consent Judgment or the FLSA. Violation of this Paragraph may subject Defendants to equitable and legal damages, including punitive damages and civil contempt.

4. By 90 days after the entry of this Consent Judgment, Defendants shall provide a training for all ACS and PCS office staff (besides office personnel who have no interactions with nurses or prospective nurses) and supervisory employees on the terms of this Consent Judgment including but not limited to the anti-retaliation provisions of paragraph 1(d) and the prohibition on recovery of certain costs from employees described in paragraph 1(e). Defendants will confirm (via email to Debbie Lau, [lau.debbie@dol.gov](mailto:lau.debbie@dol.gov), and Jason Glick, [glick.jason.e@dol.gov](mailto:glick.jason.e@dol.gov)) that the training has been completed, and will confirm that all of ACS and PCS's office and supervisory employees have been trained pursuant to this Paragraph of the Consent Judgment (or, if any office employees are not included in the training, identifying the position of such employees and confirmation that they do not interact with nurses or prospective nurses), the date(s) the training took place, the topics of the training (without revealing any privileged content), and the name and contact information for the person(s) who provided the training.

5. Defendants will specify in all future contracts with their clients dated after entry of this Consent Judgment that compliance with applicable laws includes a requirement to comply with any investigation conducted by the U.S. Department of Labor relating to Defendants' employees, including freely interviewing Defendants' employees working at the client's facilities, timely providing documents upon request, and prohibiting retaliation. For the avoidance of doubt, nothing in this Consent Judgment shall require (and the U.S. Department of Labor will not require) Defendants to terminate any contract with clients, beyond any existing provisions in Defendants'

contracts that may provide for termination in the event of breach.

6. By 45 days after the entry of this Consent Judgment, Defendants will designate a compliance officer with sufficient experience and authority, whose duties will include promptly addressing employee concerns of wage or safety issues, establishing clear procedures for employees to report such concerns free from retaliation, and ensuring compliance with the other provisions of this Consent Judgment, including but not limited to paragraphs 1(e), 4, 5, 7, and 8.

7. For three years from the date of entry of this Consent Judgment, Defendants will make periodic written reports on dates listed below to the U.S. Department of Labor, by email to Debbie Lau, [lau.debbie@dol.gov](mailto:lau.debbie@dol.gov), and Jason Glick, [glick.jason.e@dol.gov](mailto:glick.jason.e@dol.gov), enumerating any amounts collected during the previous six months by any Defendant from employees for any asserted breach of contract, the basis for the Defendant collecting those amounts, and the procedures used by Defendants to collect such amounts. ACS and PCS will sign the written reports, which shall be due on the following dates (or dates as amended in writing by the Parties):

Report 1	November 29, 2025
Report 2	May 29, 2026
Report 3	November 29, 2026
Report 4	May 29, 2027
Report 5	November 29, 2027
Report 6	May 29, 2028

8. If they have not already done so by the date this Consent Judgment is ordered, Defendants shall provide notice to affected employees that they are being released from any provisions of current contracts purporting to permit Defendants to recover amounts from employees for Defendants' overhead, lost/future/anticipated profits, the costs of recruiting or hiring a replacement, the indirect upfront costs of having recruited or hired the worker, or the costs of collection (including attorneys' fees, arbitration costs, and interest allegedly accrued through the date of an employee's alleged breach) of any prohibited amounts. The parties also understand

and agree that the notice may state that the affected employee is not being released from provisions of their contract that purport to permit Defendants to recover Actual Direct Costs (as defined in the OAG's Assurance of Discontinuance).

9. Neither the commencement of this action nor the provisions of this Consent Judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees of Defendants not listed on Exhibit A of this Consent Judgment, be they current or former employees, to file any action against Defendants under Section 16(b) of the FLSA or likewise for any current or former employee listed on Exhibit A of this Consent Judgment to file any action against a Defendant under Section 16(b) of the FLSA for any violations alleged to have occurred before March 21, 2021 or after April 22, 2025. The parties understand and agree that pursuant to Section 16(c) of the FLSA, this action by the Secretary has terminated the rights of the employees listed in Exhibit A of this Consent Judgment to bring any action against Defendants under Section 16(b) of the FLSA for violations of the FLSA alleged to have occurred from March 21, 2021 to April 22, 2025.

10. The parties also understand and agree that this Consent Judgment hereby resolves all claims asserted in this action, including but not limited to paragraphs 169 and 172 of the Amended Complaint dated July 20, 2023.

11. Each party will bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

12. The Court retains jurisdiction over this matter for the purposes of enforcing this Consent Judgment.

**SO ORDERED.**

DATED: \_\_\_\_\_, 2025



---

HONORABLE NINA R. MORRISON  
UNITED STATES DISTRICT JUDGE

Defendants hereby consent to the entry of this Judgment.

  
Sam Klein (Aug 29, 2025 16:29:30 EDT)  
ADVANCED CARE STAFFING, LLC  
By: SAMUEL KLEIN, CEO

  
Sam Klein (Aug 29, 2025 16:29:30 EDT)  
PRIORITY CARE STAFFING, LLC  
By: SAMUEL KLEIN, Member and CEO

STATE OF \_\_\_\_\_ )

:SS:

COUNTY OF \_\_\_\_\_ )

On the \_\_ day of \_\_\_\_\_ 2025 before me came **SAMUEL KLEIN**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **ADVANCED CARE STAFFING, LLC**, described in and which executed the foregoing instrument, and that he signed his name thereto by like authority.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )

:SS:

COUNTY OF \_\_\_\_\_ )

On the \_\_ day of \_\_\_\_\_ 2025 before me came **SAMUEL KLEIN**, to me known, who, being by me duly sworn, did depose and say that he is a duly authorized officer of **PRIORITY CARE STAFFING, LLC**, described in and which executed the foregoing instrument, and that he signed his name thereto by like authority.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

	<b>Name</b>	<b>FLSA Back Wages (BW's)</b>	<b>FLSA Liquidated Damages (LDs)</b>	<b>Total Per-Employee BW's and LDs</b>
1	Abesta, Ven Clyde	\$1,056.30	\$1,056.30	\$2,112.60
2	Acera, Rey G	\$1,056.30	\$1,056.30	\$2,112.60
3	Acuna, Michole	\$1,056.30	\$1,056.30	\$2,112.60
4	Adlawan, Arianne Andrea	\$1,056.30	\$1,056.30	\$2,112.60
5	Agdinaoay, Maria Pauline E.	\$1,056.30	\$1,056.30	\$2,112.60
6	Alcoreza, Analyn	\$1,056.30	\$1,056.30	\$2,112.60
7	Aligno, Nicole Angela B.	\$1,056.30	\$1,056.30	\$2,112.60
8	Ambalong, Jennifer	\$1,056.30	\$1,056.30	\$2,112.60
9	Arsenal, Queenie Rose	\$1,056.30	\$1,056.30	\$2,112.60
10	Baylon, Sherry Cille B.	\$1,056.30	\$1,056.30	\$2,112.60
11	Bernal, Reymond	\$1,056.30	\$1,056.30	\$2,112.60
12	Bernardo, Erick Pimentel	\$1,056.30	\$1,056.30	\$2,112.60
13	Bontuyan, Rhienell	\$1,056.30	\$1,056.30	\$2,112.60
14	Bravo, Paul Adrian	\$1,056.30	\$1,056.30	\$2,112.60
15	Bulatao, Marq John	\$1,056.30	\$1,056.30	\$2,112.60
16	Bullecer, Mary Cheopane	\$1,056.30	\$1,056.30	\$2,112.60
17	Cabuenas, Crispy Anne	\$1,056.30	\$1,056.30	\$2,112.60
18	Cadiente, Robinson	\$1,056.30	\$1,056.30	\$2,112.60
19	Cailimlim, Genaro	\$1,056.30	\$1,056.30	\$2,112.60
20	Calledo, Wevina	\$1,056.30	\$1,056.30	\$2,112.60
21	Cervantes, Quennie	\$1,056.30	\$1,056.30	\$2,112.60
22	Codina, John	\$1,056.30	\$1,056.30	\$2,112.60
23	Dimatingcal, Norsida C.	\$1,056.30	\$1,056.30	\$2,112.60
24	Encinares, Celena Rae	\$1,056.30	\$1,056.30	\$2,112.60
25	Espiritu, Sherry Rose	\$1,056.30	\$1,056.30	\$2,112.60
26	Fernandez, Stephanie	\$1,056.30	\$1,056.30	\$2,112.60
27	Francisco, Crystal Joy	\$1,056.30	\$1,056.30	\$2,112.60
28	Garcia, Justine Juvida	\$0.50	\$0.50	\$1.00
29	Gatdula, Mark Brian O.	\$1,056.30	\$1,056.30	\$2,112.60
30	Gonzaga, April Grace	\$1,056.30	\$1,056.30	\$2,112.60
31	Guisona, Ma Corina	\$1,056.30	\$1,056.30	\$2,112.60
32	Gutierrez, Jomyr Joseph	\$1,056.30	\$1,056.30	\$2,112.60
33	Henson, Ryan Nathaniel	\$1,056.30	\$1,056.30	\$2,112.60
34	Hernandez, Joylene Yee	\$1,056.30	\$1,056.30	\$2,112.60
35	Hsing Yang, Wen	\$1,056.30	\$1,056.30	\$2,112.60
36	Hsu, Fen Cherng	\$1,056.30	\$1,056.30	\$2,112.60

37	Intong, Carmel Stefane	\$1,056.30	\$1,056.30	\$2,112.60
38	Jacinto, Arvie	\$1,056.30	\$1,056.30	\$2,112.60
39	Jambora, Mar John	\$1,056.30	\$1,056.30	\$2,112.60
40	Joaquin, Karina Reinoso	\$1,056.30	\$1,056.30	\$2,112.60
41	Lao, Martin Keith Aaron P.	\$1,056.30	\$1,056.30	\$2,112.60
42	Lingan, Charlemagne	\$1,056.30	\$1,056.30	\$2,112.60
43	Llave, Marianne T.	\$1,056.30	\$1,056.30	\$2,112.60
44	Malana, Karen Dominique	\$1,056.30	\$1,056.30	\$2,112.60
45	Montano, Ryan	\$1,056.30	\$1,056.30	\$2,112.60
46	Moradas, Jeoffrey	\$1,056.30	\$1,056.30	\$2,112.60
47	Natividad, Audrey Salvador	\$1,056.30	\$1,056.30	\$2,112.60
48	Orcelada, Mylene	\$1,056.30	\$1,056.30	\$2,112.60
49	Padua, Mc Ali	\$1,056.30	\$1,056.30	\$2,112.60
50	Paez, Sarah Vicar	\$1,056.30	\$1,056.30	\$2,112.60
51	Pareja, Chad Juntillo	\$1,056.30	\$1,056.30	\$2,112.60
52	Paungan, Nalord	\$1,056.30	\$1,056.30	\$2,112.60
53	Pelandas, Rodilen	\$1,056.30	\$1,056.30	\$2,112.60
54	Ramos, John	\$1,056.30	\$1,056.30	\$2,112.60
55	Rivera, Aina Erika Santos	\$1,056.30	\$1,056.30	\$2,112.60
56	Roxas, Adrianne	\$1,056.30	\$1,056.30	\$2,112.60
57	Sangalang, Ryan	\$1,056.30	\$1,056.30	\$2,112.60
58	Santos, Marco	\$1,056.30	\$1,056.30	\$2,112.60
59	Sardoma, Gloria Ana Rose	\$1,056.30	\$1,056.30	\$2,112.60
60	Tagarao, Julie Ann	\$1,056.30	\$1,056.30	\$2,112.60
61	Tantay, Lyra May	\$1,056.30	\$1,056.30	\$2,112.60
62	Tizon, Jo-an	\$1,056.30	\$1,056.30	\$2,112.60
63	Turla, Cherrie Mae	\$1,056.30	\$1,056.30	\$2,112.60
64	Ursal, Rafael Adrelino	\$1,056.30	\$1,056.30	\$2,112.60
65	Veloso, Lim-Neo	\$1,056.30	\$1,056.30	\$2,112.60
66	Vergara, Daryl	\$1,056.30	\$1,056.30	\$2,112.60
67	Villamor, Tiffany Jane	\$1,056.30	\$1,056.30	\$2,112.60
68	Villarojo, Rosvanjel	\$1,056.30	\$1,056.30	\$2,112.60
69	Zamoras, Jhim Ivan	\$1,056.30	\$1,056.30	\$2,112.60
	<b>Total</b>	<b>\$71,828.90</b>	<b>\$71,828.90</b>	<b>\$143,657.80</b>







# 2025.08.29 ACS USDOL Consent Judgment for execution

Final Audit Report

2025-08-29

Created:	2025-08-29
By:	Stefanie Allinson (stefanie.allinson@pierferd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAihYUmloHbE1EPb5Lt5pSWUdFN1iSb4VE

## "2025.08.29 ACS USDOL Consent Judgment for execution" History

-  Document created by Stefanie Allinson (stefanie.allinson@pierferd.com)  
2025-08-29 - 8:23:05 PM GMT
-  Document emailed to sklein@prioritycarestaffing.com for signature  
2025-08-29 - 8:23:13 PM GMT
-  Email viewed by sklein@prioritycarestaffing.com  
2025-08-29 - 8:24:10 PM GMT
-  Signer sklein@prioritycarestaffing.com entered name at signing as Sam Klein  
2025-08-29 - 8:29:28 PM GMT
-  Document e-signed by Sam Klein (sklein@prioritycarestaffing.com)  
Signature Date: 2025-08-29 - 8:29:30 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-29 - 8:29:30 PM GMT

## **EXHIBIT 15**

### **NOTICE OF CHANGES TO CONTRACT**

### Notice of changes to Contract Terms

Priority Care Staffing, LLC (“Employer”) has changed several items in your (“Nurse’s”) employment agreement (“Contract”). The following items replace items in your Contract, even if those items conflict with these changes, as of May 29, 2025:

1. The Term of the Contract is changed to 5,460 hours worked. These hours include hours that Nurse has actually worked, including overtime hours. These hours also include authorized personal time off (PTO) that Nurse has earned.
2. Employer will not prevent Nurse from working for a competitor after Nurse stops working for Employer.
3. If Nurse resigns without Good Reason (see 5) or is terminated for Cause before completing Term of Contract, Nurse will be responsible for repaying Employer the following Actual Direct Costs, as defined in the following list. For Nurses for whom Employer begins to pay expenses after May 29, 2025, the Nurse will only be responsible for Actual Direct Costs that the Nurse requested Employer to pay for. *For Nurses who were hired prior to May 29, 2025 who work in New York, Employer can collect no more than \$5,000 in Actual Direct Costs regardless of whether the Nurse requested Employer’s payment of the costs.*

These will be the only costs that Nurse must repay. If Nurse resigns for Good Reason or is terminated without Cause, then Nurse does not have to pay any of these costs:

- a. Actual Direct Costs are documented expenses for which both of the following are true:
  - Employer has actually paid these costs to a third party.
  - These costs are primarily for Nurse’s benefit, not primarily for Employer’s benefit.
- b. Actual Direct costs will not exceed an overall cap of \$5,000 until May 28, 2026. After May 28, 2026, this cap will increase annually by the lower of the following:
  - three percent per year
  - average inflation rate for the previous calendar year, as defined in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the New York, New Jersey, and Pennsylvania metropolitan area
- c. Actual Direct Costs are limited to the following items:
  - i. One-way airfare to the United States

- ii. Exam fee and processing fee for National Council Licensure Examination (NCLEX)
  - iii. Exam fee and processing fee for English exam
  - iv. State Nurse licensing fee
  - v. Request for state nursing board's verification of nursing license (Nursing License by Endorsement), if requested by Nurse
  - vi. Premium processing fee for I-140, Immigrant Petition for Alien Worker, if requested by Nurse
  - vii. Costs related to filing immigration documents; these must relate only to immigration statuses that provide lawful, permanent-resident status in the United States
  - viii. One of the following:
    - Cash advance for rent and living expenses
    - Actual costs for rent and living expenses paid to a third party on Nurse's behalf
- d. The following are not Actual Direct Costs. Employer cannot require Nurse to repay any of the following:
- i. Asylum program fee for I-140, Immigrant Petition for Alien Workers
  - ii. Transportation to or from airport, including cabs and car services
  - iii. Employer's concierge services, including monthly fees for Employer assistance in completing paperwork, providing information and resources for moving, or assistance in transition from another country to United States or from another state to New York
  - iv. Nursing License by Endorsement, if not requested by Nurse
  - v. Premium processing fee for I-140, Immigrant Petition for Alien Worker, if not requested by Nurse
  - vi. Any cost prohibited by 20 Code of Federal Regulations (CFR) section 656.12
- e. Employer cannot require Nurse to repay damages for:
- i. Lost profits or overhead costs
  - ii. Attorneys' fees and costs, or other costs of collection or interest
  - iii. Costs of hiring a replacement Nurse, or upfront indirect costs of recruiting or hiring Nurse (other than Actual Direct Costs specified in Section 3.c.).
- f. Employer is responsible for proving (holds the burden of proof for) the amount of Actual Direct Costs, and their benefit to Nurse.



- g. If Nurse resigns before end of Contract Term, Employer will provide Nurse an itemized copy of Actual Direct Costs it seeks to collect. Employer and Nurse will try to reach agreement on the amount, which may be a lower amount than amount Employer initially seeks to recover. Nurse has right to bring a representative of their choosing when discussing payment amounts. Nurse will have 14 days to decide whether to bring a representative of their choosing.
    - h. Amounts due to Employer will be calculated according to the fraction of Contract Term Nurse has worked ("Prorated" or "Proration"). Proration will start after Nurse has worked 900 hours of Contract Term. Reductions in amounts due to Employer will be calculated in increments of 150 hours worked: For each 150 hours worked, total amount due will be reduced by  $\frac{1}{36}$ .
    - i. If unable to immediately pay Actual Direct Costs, Nurse will be allowed to pay these costs with the following deadlines:
      - i. Within 30 days after ending employment, Nurse pays the first 50 percent of Actual Direct Costs.
      - ii. Within 150 days after ending employment, Nurse pays the remaining 50 percent of Actual Direct Costs.
- 4. Nurse is not obligated to repay Employer in any of the following situations:
  - a. Nurse qualifies for long-term disability (as defined in the long-term disability plan that Employer has at the time. If Employer has no plan, it will use the Social Security Administration's definition of long-term disability).
  - b. Nurse dies (death).
  - c. Nurse is terminated without Cause.
  - d. Nurse resigns for Good Reason.
- 5. The term Good Reason means any of the following:
  - a. Nurse has a demonstrated, long-term (lasting more than six months) need to care for a family member with a serious illness.
  - b. Nurse must relocate for their spouse's job. However, if Employer offers Nurse a job in the area of relocation, Nurse does not have Good Reason.

c. Any of the following situations qualifies as Good Reason, if Nurse notifies Employer of the situation and Employer fails to remedy the situation within 10 business days of Nurse's notification (if notification and remedy can be achieved through reasonable means):

- i. Employer materially breaches Contract.
- ii. Nurse demonstrates a good-faith and reasonable belief that they experienced workplace violations of health or safety rules, or experienced other significant workplace threats to health or safety, including patient safety.
- iii. Nurse demonstrates a good-faith and reasonable belief that their placement violates the New York Labor Law (NYLL), including regarding mandatory overtime, day of rest, and meal breaks;
- iv. Nurse demonstrates a good-faith and reasonable belief that they are subject to illegal discrimination.
- v. Employer or a client facility fails to honor certain benefits that are otherwise guaranteed (e.g., PTO, sick leave, or other material benefit that Employer has promised to Nurse).

6. If Employer contends that Nurse has terminated their employment without Good Reason before the end of Contract Term:

- a. Employer will offer Nurse an opportunity for informal mediation before a third-party mediator. The parties will agree on the selected mediator. If they cannot agree on a mediator, then mediator will be selected through Employer's mediation company of choice, according to the mediation company's arbitration rules at the time. The mediator's fees will be paid by Employer. Employer will not charge Nurse for mediation.
- b. Nurse will be informed that they immediately have, and will continue to have, the right to bring a representative of their choosing to any discussion with Employer regarding breach of contract or payment for breach of contract. Nurse will be informed that they have the right to bring a representative of their choosing to any such meeting with a mediator as well.

c. If there is a dispute about whether Nurse has resigned with Good Reason, the mediator will provide the parties its view on whether Good Reason exists. The mediator's view cannot be used to prevent litigation and cannot be admissible in litigation, for any reason. Even if either party does not accept the mediator's view, Nurse will have no obligation to pay until a judge determines (judicial determination) whether Nurse resigned with Good Reason.

7. If Employer decides to enforce Contract, Employer will initiate a court action. Nurse will not be required to undergo arbitration to resolve claims. Nurse will not be required to pay arbitration fees.

8. Other than the changes described in this Notice of changes to Contract Terms, Nurse's Contract remains fully valid, operative, and legally binding (in full force and effect).

#### **Acknowledgement**

I hereby acknowledge receipt of the Notice of changes to Contract Terms.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_