

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. #21-030

INTERGEN HEALTH, LLC and AMAZING
HOME CARE SERVICES, LLC

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) has investigated INTERGEN HEALTH, LLC (“Intergen”) and AMAZING HOME CARE SERVICES, LLC (“Amazing”), pursuant to New York Executive Law § 63(12).

The investigation examined whether Intergen and/or Amazing failed to pay their employees certain required wages in violation of Article 6 (regarding payment of wages) and Article 19 (Minimum Wage Act) of the New York Labor Law (“NYLL”), the New York Codes, Rules, and Regulations (“N.Y.C.R.R.”), and specifically Title 12, Chapter II, Subchapter B, Part 142 of the N.Y.C.R.R. (“Miscellaneous Wage Order”); whether Intergen and Amazing failed to pay minimum wages and overtime wages as required under the Miscellaneous Wage Order and under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”); whether Intergen and Amazing failed to pay workers a minimum of four hours at the basic minimum hourly wage for non-regularly scheduled shifts in violation of the Miscellaneous Wage Order; and whether Intergen and Amazing failed to pay spread of hours or split shift to their employees who worked in excess of 10 hours in a given workday in violation of the Miscellaneous Wage Order. These investigations are referred to herein as the “Settled Investigations.” This Assurance of

Discontinuance (“AOD”) contains the findings in connection with the Settled Investigations of Interger and Amazing and the relief agreed to by the OAG and Interger and Amazing (collectively, the “Parties”). The relief agreed to in connection with the Settled Investigations (the “Settled Relief”) will be paid by Amazing and Interger in accordance with paragraph 22, below.

The OAG’s investigation additionally considered whether Interger and/or Amazing properly compensated workers performing 24-hour, live-in shifts. This investigation is referred to herein as the “Live-in Investigation.”

The matters at issue in the Settled Investigations and the Live-in Investigation are also included as overlapping claims in *Cedeno et al. v. Amazing Home Care Services, LLC, et al.*, Index No. 42061/2019E (Sup. Ct. Bronx Cty.) (the “Cedeno Litigation”). The OAG and the parties to the Cedeno Litigation participated in a mediation and agreed, in principle, to a resolution of the Settled Investigations and the Live-In Investigation claims in a manner that would resolve all such claims both in the OAG investigation and in the Cedeno Litigation. As part of this resolution, amounts due in connection with the Settled Investigations will be paid by Amazing and Interger in accordance with paragraph 22, below.

The amount paid to workers by Amazing and Interger, collectively, in settlement of the claims in the Live-in Investigation, as part of the settlement involving the Cedeno Litigation, includes a claims made settlement fund up to \$14,500,000, inclusive of attorneys’ fees and costs, wages, interest, penalties, liquidated damages and other amounts recoverable in relation to the Cedeno Litigation. From this amount, there shall be a guaranteed minimum payment of \$6,200,000 to workers who worked 24-hour, live-in shifts through 2020, as well as a claims-made allocation of \$30 per shift for workers who worked 24-hour, live in shifts after 2020 and through the date of the Preliminary Approval Order in the Cedeno Litigation, both of which are for amounts

potentially recoverable in the Live-in Investigation, exclusive of all fees and costs, and which together are expected to yield a total fund of up to approximately \$10,740,000, to fund live-in claims settlements (“OAG-Cedeno Live-In Relief”). Unless as otherwise agreed by the Parties, if the court in the Cedeno Litigation fails to approve the OAG-Cedeno Live-In Relief, Amazing and Intergen agree in the alternative to pay not less than \$6,200,000, inclusive of unpaid live-in wages, interest, penalties, liquidated damages and other amounts that may be recoverable by the OAG in relation to the Live-in Investigation (“OAG Only Live-In Relief”), excluding any third-party attorney fees or costs, or any settlement administration costs. The OAG agrees that the OAG-Cedeno Live-In Relief or the OAG Only Live-In Relief constitutes a fair and adequate monetary resolution of the Live-in Investigation, and once either is paid in full by Amazing and Intergen, this AOD shall extend to and conclude the Live-In Investigation.

The OAG also is conducting an investigation into violations of the New York Homecare Worker Wage Parity Act, N.Y. Public Health Law § 3614-c. This investigation is ongoing and is in no way affected by or limited by this AOD.

FINDINGS

Introduction and Background

1. Intergen and Amazing are corporations that operate home health care agencies employing aides serving primarily Medicaid patients. Intergen and Amazing are employers within the meaning of the NYLL and the FLSA.

2. Upon referral from the New York City Department of Consumer and Worker Protection (“DCWP”), the OAG and DCWP commenced a joint investigation of Intergen and Amazing in or around August 2018.

3. The OAG's investigation encompassed the allegations in the Settled Investigations and Live-in Investigation beginning in August 2012 and up to and including the Effective Date of this AOD, as described above and in paragraph 4 ("Covered Conduct"), and pursuant to which the OAG requested and obtained documents from InterGen and Amazing and took testimony from corporate representatives, as well as management employees of both InterGen and Amazing. This AOD resolves all issues arising from the Covered Conduct.

Practices Related to Payment of Wages

4. Based on the Settled Investigations and the Live-In Investigation, the Attorney General concluded that from February 21, 2013 through April of 2018:

- a. An additional overtime premium is owed for some workers who performed work for both companies in a work week totaling more than 40 hours and who have not previously been paid an appropriate overtime rate for such work in violation of the NYLL, 12 N.Y.C.R.R. 142-2.2, and the FLSA.
- b. InterGen and Amazing did not properly calculate and pay overtime rates for certain workers from January of 2015 to October of 2015 in violation of the NYLL, and 12 N.Y.C.R.R. § 142-2.2.
- c. InterGen and Amazing failed to pay certain workers for time spent traveling between homes of patients in violation of the NYLL and 12 N.Y.C.R.R. §§ 142-2.1, 142-2.2.
- d. InterGen and Amazing failed to pay certain workers for a minimum of four hours at the basic minimum hourly wage for non-regularly scheduled shifts in violation of the NYLL and 12 N.Y.C.R.R. § 142-2.3.

- e. Interger and Amazing failed to pay certain workers the equivalent of one hour's pay at the basic minimum hourly wage rate for days in which the worker's workday exceeded 10 hours or where the worker performed multiple, split shifts, in violation of the NYLL and 12 N.Y.C.R.R. § 142-2.4.
- f. Interger and Amazing failed to pay certain workers assigned to live-in shifts who did not receive eight hours of sleep and/or three hours of meal breaks for all hours worked on such live-in shifts in accordance with 12 N.Y.C.R.R. § 142-2.1(b) and with the Department of Labor's Opinion letters interpreting the Wage Order.

5. To resolve the Settled Investigations and Live-in Investigation without the necessity of prolonged and expensive litigation, Interger and Amazing have agreed to enter into this AOD. As regards the allegations in paragraph 4, the Parties acknowledge and agree that this AOD does not constitute an adjudication by a Court, the Office of Administrative Trials and Hearings, or any other adjudicatory body.

6. OAG finds the agreements contained in this AOD, as well as the amounts of the Settled Relief, the OAG-Cedeno Live-In Relief, and the OAG Only Live-In Relief, appropriate and in the public interest.

THEREFORE, the Attorney General 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 in the Settled Investigations described above.

THEREFORE, the Attorney General 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 in the Live-in Investigation described above, upon and subject to payment under the OAG-Cedeno Live-In Relief or as OAG Only Live-In Relief.

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

RELIEF

Entities Bound By the AOD

7. This AOD binds Intergen and Amazing, as well as each company's successors and assigns, and Intergen and Amazing are responsible for any person acting on their behalf, with respect to the obligations identified in this AOD.

Compliance with Wage and Hour Laws and Other Laws Governing Employment Practices

8. Intergen and Amazing hereby acknowledge that they understand and will comply with all applicable federal, state, and local laws related to employment practices, including but not limited to the NYLL and its attendant regulations, and the FLSA and its attendant regulations. Intergen and Amazing agree and acknowledge that any violation of such laws during the Effective Period, as defined below, is a violation of the AOD, and that the OAG thereafter may commence any civil action, proceeding, or other enforcement action resolved by this AOD, in addition to any other appropriate investigation, action, or proceeding.

9. To the extent they have not already done so, Intergen and Amazing will begin to implement the requirements described in paragraphs 10 to 14 below upon the full execution of this AOD ("Effective Date"), will comply with the deadlines set forth therein, and will continue to implement the relief for two years from the Effective Date ("Effective Period").

Compliance with Law

10. To remedy their violations, Intergen and Amazing agree to revise their policies and practices for, and train their employees and managers, payroll personnel, and Coordinators on, all aspects of compliance with NYLL.

11. With respect to NYLL compliance, Intergen and Amazing will submit proposed written policies and a plan for implementing the policies within 60 days of the Effective Date to the OAG on:

- a. Requirements for employees working 24-hour shifts under the NYLL and the FLSA, including mandatory sleeping and eating breaks and recordkeeping;
- b. Employers' obligation to pay spread-of-hours to employees working shifts spanning longer than 10 hours and for multiple, split shifts in a 24-hour period;
- c. Employers' obligation to pay workers a minimum of four hours at the basic minimum hourly wage for non-regularly scheduled shifts;
- d. Employers' obligation to pay for travel time when workers perform shifts at multiple locations in a single day;
- e. Employers' obligation to pay overtime when workers perform work for both companies in the same work week, or the companies' "joint employer" requirements; and
- f. Employers' obligation not to retaliate against employees for protected activity, including raising complaints of non-payment of wages and discrimination;
- g. Employer's obligation to comply with all provisions of the Domestic Workers Bill of Rights, including but not limited to all paid time off as defined in NYLL § 161.

These proposed policies must be approved by OAG prior to implementation and training. OAG will promptly review the policies in good faith and approval will not unreasonably be denied.

OAG will discuss with Intergen and Amazing any changes to the proposed policies, and the OAG and Intergen and Amazing will work in good faith to resolve any disputes around such changes.

12. Dissemination of Policies: Intergen and Amazing will include information about the new employment policies described in Paragraph 11 and the Disclosure Program notice described in Paragraph 16 in a new employee manual and submit it to OAG for approval within 60 days of the Effective Date. Within 30 calendar days of receipt of approval, Intergen and Amazing will translate the manual into Spanish, Chinese, and Russian, and within 60 days after such approval, distribute the employee manual to all employees in English and/or Spanish, Chinese or Russian, as applicable, depending upon the primary language of the employee. Thereafter, the employee manual shall be issued to any new employee within fifteen (15) calendar days of an employee's commencement of employment. Intergen and Amazing shall obtain from each employee who receives the employee manual a written, dated acknowledgment of receipt. Except as otherwise required by law, the employee manual shall remain in effect without changes to any of the approved policies set forth herein for the duration of the Effective Period unless the Parties agree in writing to any changes

13. Training: Within 60 days of the Effective Date, Intergen and Amazing shall send to the OAG draft employee training materials discussing the rights and obligations set forth in Paragraph 11, which are subject to OAG approval. Intergen and Amazing will conduct trainings based on these materials, as well as Intergen's and Amazing's requirement to arrange for bona fide, regularly scheduled sleep breaks for each live-in shift performed and the proper reporting procedure for ensuring workers receive all required breaks for live-in shifts to all existing managers, coordinators, nurses, and payroll personnel upon the later of: (a) 30 days after receipt of the OAG's approval as provided in this paragraph; or (b) 60 days from the date that the parties

enter into this AOD, provided those existing employees remain actively employed as of the date of the training. Within 90 days of OAG approval, Interger and Amazing will implement a process to conduct trainings for home health aides based on these materials, as well as Interger's and Amazing's requirement to arrange for bona fide, regularly scheduled sleep breaks for each live-in shift performed and the proper reporting procedure for ensuring workers receive all required breaks for live-in shifts, beginning as part of its standard home health aide onboarding process for new home health aides, and as part of its annual in-service requirements for existing active home health aides. For employees whose primary language is not English, Spanish, Chinese, and Russian and who reasonably request, Interger and Amazing will provide translation services, or separate trainings, in the applicable language.

14. Periodic Reports: Interger and Amazing will submit periodic reports to the OAG. The first such report shall be submitted six months from the Effective Date; the second such report and certification shall be submitted 12 months from the Effective Date; the final such report and certification shall be submitted two years from the Effective Date. These reports shall include records of training they provided to their employees, and information regarding any material changes to the policies described in Paragraph 11 and a description of the implementation of each.

Compliance Officer and Disclosure Program

15. Interger and Amazing shall appoint an individual to serve as the Compliance Officer. The Compliance Officer must ensure Interger's and Amazing's compliance with the terms of this AOD, the NYLL and associated regulations, and the Fair Labor Standards Act. The Compliance Officer, or a person who directly reports to the Compliance Officer, must also address employees' questions about the foregoing matters. The Compliance Officer must take, and must have the authority to take, corrective action upon becoming aware of an instance of noncompliance

and must adopt necessary changes to Intergen's or Amazing's policies, procedures, and practices for compliance with the law. Intergen and Amazing shall notify OAG within fourteen (14) days of any change in the following information for the designated Compliance Officer:

Name; Mark Kiss
Title; Compliance Office
Telephone Number; (718) 863-3300
Work Address; Amazing Home Care
1601 Bronzdale Avenue, Suite 207
Bronx, NY 10462

Email Address; MKiss@amazinghc.com

16. Intergen and Amazing shall maintain an internal Disclosure Program that includes a mechanism (e.g., a toll-free compliance telephone line) to enable employees to disclose, to the Compliance Officer or some other person who is not in the disclosing individual's chain of command, any identified issues or questions associated with Intergen or Amazing's employment-related policies, conduct, practices, or procedures with respect to the NYLL and the FLSA, including the violations that are the subject of the Settled Investigations and Live-In Investigation. Intergen and Amazing shall publicize the existence of the disclosure mechanism, including its purpose, its phone number, and its email address (if applicable), in the employee manual and as part of the initial and annual in-service trainings as required under Paragraph 13. The Disclosure Program shall emphasize a non-retaliation policy and shall include a reporting mechanism for anonymous communications for which appropriate confidentiality shall be maintained.

17. Upon receipt of a disclosure, the Compliance Officer (or designee) shall gather all relevant information from the disclosing individual. The Compliance Officer (or designee) shall make a preliminary, good faith inquiry into the allegations set forth in every disclosure to ensure that he or she has obtained all of the information necessary to determine whether a further review should be conducted. For any disclosure that is sufficiently specific so that it reasonably: (1)

suggests that an alleged improper practice occurred; and (2) provides an opportunity for taking corrective action, Intergen or Amazing shall conduct an internal review of the allegations set forth in the disclosure and ensure that proper follow-up is conducted.

18. The Compliance Officer (or designee) shall maintain a disclosure log, which shall include a record and summary of each disclosure received (whether anonymous or not), the status of the respective internal reviews, and any corrective action taken in response to the internal reviews. The disclosure log shall be submitted to the Attorney General as part of the Periodic Reports required under Paragraph 14 above.

Monetary Payment and Settlement Administration

19. This section of the AOD applies only to the Settled Relief.

20. Definitions: The following terms herein shall have the following meanings:

- a. “Distribution List” means a machine-readable spreadsheet containing the following information for each Eligible Employee: Eligible Employee name, portion of Settlement Payment amount taxable as wages, portion of Settlement Payment amount not taxable as wages, 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.
- b. “Eligible Employees” means each person whom the OAG identifies as eligible to receive part of the Settled Relief.
- c. “Gross Settled Relief Amount” means the five million, two hundred thousand dollars (\$5,200,000) that Amazing and Intergen have agreed to pay to fully resolve and settle the claims arising from the allegations covered by the Settled

Investigation, any and all amounts to be paid to Eligible Employees, and the Settlement Administrator's costs.

- d. "Qualified Settlement Fund" or "QSF" means the account established by the Settlement Administrator into which the Gross Settled Relief Amount will be deposited. The QSF will be controlled by the Settlement Administrator subject to the terms of this Agreement. Interest, if any, earned on any monies in the QSF will remain in the QSF.
- e. "Settlement Administrator" means Simpluris. OAG has sole discretion to select the Settlement Administrator and contract for their services. The OAG will similarly have sole discretion to select and contract with a new Settlement Administrator upon a reasonable and good faith determination that the Settlement Administrator has materially failed to carry out its duties pursuant to this AOD.
- f. "Settlement Payment" means the amount of money to be paid to each Eligible Employee from the QSF, which amounts will be set forth on the Distribution List.

21. For each Settlement Payment to an individual on the Distribution List, the Settlement Administrator shall provide Intergen and Amazing with an accounting no later than January 30 of each relevant calendar year of the amount issued and received by Eligible Employees constituting unpaid wages, for which the Settlement Administrator shall issue IRS W-2 tax forms to each Eligible Employee, and the amount constituting liquidated damages, for which the Settlement Administrator shall issue IRS 1099 tax forms and shall be reported in Box 3 as "Other income." The Settlement Administrator shall calculate, and Intergen and Amazing shall pay,

separately and in addition to the Gross Settled Relief Amount, all of the employer's payroll taxes, including the employer portion of FICA, FUTA, SDI, and any other federal and state payroll taxes arising from any payments classified as wages. Intergen and Amazing are responsible for all fees and costs incurred by the Settlement Administrator associated with addressing any tax-related matters, reporting, or calculations pertaining to the distribution from the QSF up to \$10,000; any amount in excess of \$10,000 shall be paid from the QSF. The OAG is not responsible for any tax withholding, reporting, or other obligations incurred as a result of the distribution from the QSF.

22. Within twenty (20) calendar days of the Effective Date, Intergen and Amazing shall transmit the Gross Settled Relief Amount of five million, two hundred thousand dollars (\$5,200,000) by wire transfer to the Settlement Administrator. Intergen and Amazing shall send proof of payment to OAG on the same day. The payment must reference "AOD #21-030." Intergen and Amazing are jointly and severally liable for the Gross Settled Relief Amount. The Gross Settled Relief Amount is not attributable to, does not resolve, and does not compensate any employee for the Live-in Investigation.

23. The Settlement Administrator shall deposit the Gross Settled Relief Amount into the QSF within 24 hours of receipt.

24. Within five (5) calendar days after receipt of the Distribution List from OAG, or as soon thereafter as reasonably possible, Intergen and Amazing shall provide to the OAG the most current information in their possession concerning each item in the Distribution List.

25. As soon as practicable, OAG will provide the Settlement Administrator and Intergen and Amazing with the Distribution List along with the allocation of the Settlement Payment for each person on the Distribution List and shall provide information reasonably requested by Intergen or Amazing about how such allocation was calculated.

26. Within thirty (30) calendar days of the receipt of the Distribution List and instructions from OAG, the Settlement Administrator will begin to disburse funds from the QSF in accordance with instructions from OAG.

27. The Settlement Administrator's costs will be drawn from the QSF, except as otherwise provided in Paragraph 21.

28. The OAG has the sole discretion to reasonably determine which employees shall be eligible for a Settlement Payment and to determine the amount of the Settlement Payment, including the amounts and recipients of any second distribution of funds from the QSF, but for each person to receive any such second distribution, OAG shall provide Amazing and Interger with a Distribution List and information reasonably requested by Interger or Amazing about how such second distribution was calculated. All funds will be distributed by the Attorney General, and no amount shall revert to Interger and Amazing.

29. Interger and Amazing agree to provide reasonable cooperation necessary to locate and contact current and former employees who may be eligible for a Settlement Payment, including providing for each worker receiving a Settlement Payment, 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. Interger and Amazing will also provide to current employees any information related to the factual details of the settlement as OAG may request provided that Interger and Amazing may object to any such request and, if so, the Parties will work together in good faith to agree on a compromise communication.

Reporting to OAG

30. Certification of Compliance: Periodically Interger and Amazing shall provide the

OAG a report discussing each company's compliance with each of the requirements set forth in this Assurance, as specified in Paragraph 14, which will include a certification by the Compliance Officer, made after reasonable inspection, that to the best of his knowledge and belief each company is in compliance with each requirement of this AOD. The first such report and certification shall be submitted six months from the Effective Date; the second such report and certification shall be submitted 12 months from the Effective Date; the final such report and certification shall be submitted two years from the Effective Date.

No Retaliation

31. Intergen and Amazing agree that they shall comply with NYLL § 215 and ESSTA § 20-918 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. Intergen and Amazing 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 investigation or to any past, present or future participation in any activities involving the exercise of their legal rights under the NYLL and its attendant regulations, and the FLSA.

Ongoing Cooperation

32. Intergen and Amazing agree to provide reasonable cooperation with all ongoing requests by the OAG for information related to this investigation and related investigations. The foregoing reasonable cooperation obligation shall not require any action inconsistent with a reasonably asserted objection or privilege, nor shall it be construed to limit, or adversely affect the ability to assert, any legal or factual defense to any claim or position. Notwithstanding Paragraph

45 of this AOD, InterGen and Amazing's obligations under this Paragraph 32 shall remain in effect for six (6) years from the Effective Date.

33. During the Effective Period, InterGen and Amazing agree that the OAG shall have full access to the contact information of its employees to facilitate contact by mail, telephone, or electronic means.

Consequence of Non-Compliance

34. InterGen and Amazing expressly agree and acknowledge that a default in the performance of any obligation under this AOD during the Effective Period is a violation of the AOD, and that the OAG thereafter may commence the civil action, proceeding, or other enforcement action contemplated in Paragraph 8, 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 8, pursuant to Executive Law § 63(15). Notwithstanding the foregoing, upon any default in the performance of any obligation during the Effective Period, OAG shall give InterGen and Amazing written notice of such default and InterGen and Amazing shall be afforded 20 days from the date written notice is received by InterGen and/or Amazing via first class mail and e-mail in which to cure such default ("Cure Period").

MISCELLANEOUS

Representations and Warranties

35. The OAG has agreed to the terms of this AOD based on, among other things, the representations made by InterGen and Amazing and the factual investigation as set forth in Paragraph 4. InterGen and Amazing represent and warrant that, to the best of their knowledge after

reasonable inquiry, they have not made any material representations to the OAG that are inaccurate or misleading. If any material representations by InterGen and Amazing are later found to be inaccurate or misleading, the OAG has the option to void this AOD.

36. No representation, inducement, promise, understanding, condition, or warranty not set forth in this AOD has been made to or relied upon by InterGen and Amazing in agreeing to this AOD.

37. InterGen and Amazing each 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.

General Principles

38. Nothing in this Agreement shall relieve InterGen or Amazing of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

39. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that InterGen or Amazing violate the AOD after its Effective Date.

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

41. 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 discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this AOD.

42. InterGen and Amazing acknowledge that each has entered this AOD freely and voluntarily and upon due deliberation with the advice of counsel.

43. This AOD shall be governed by the laws of the State of New York without regard

to any conflict of laws principles.

44. 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.

45. This AOD shall be in effect for two years from the Effective Date.

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

From Intergen and Amazing to the Attorney General:

New York State Office of the Attorney General, Kristen Julie Ferguson, Assistant Attorney General, Labor Bureau, 28 Liberty Street, New York, NY 10005, or Kristen.Ferguson@ag.ny.gov.

From the Attorney General to Intergen and Amazing:

Mark Kiss or other Compliance Officer subsequently identified
Amazing Home Care
1601 Bronzdale Avenue, Suite 207
Bronx, NY 10462
MKiss@amazinghc.com

With a copy to:

Peter Godfrey
PGodfrey@hodgsonruss.com
Hodgson Russ LLP
140 Pearl Street
Buffalo, NY 14202

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

47. This AOD may be executed in 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 as follows.

LETITIA JAMES
Attorney General of the State of New York

By: *Kristen J. Ferguson* 11/16/21
Karen Cacace
Kristen Julie Ferguson
Elizabeth Koo
Anielka Sanchez Godinez
Assistant Attorneys General
Labor Bureau
28 Liberty Street
New York, New York 10005
Phone: (212) 416-8603

INTERGEN HEALTH, LLC

By: *Joseph Steinfeld* Manager 11/15/21
Joseph Steinfeld

AMAZING HOME CARE SERVICES, LLC

By: *Joseph Steinfeld* Administrator 11/15/21
Joseph Steinfeld

DEPARTMENT OF CONSUMER AND WORKER PROTECTION

-----X
**New York City Department of Consumer
and Worker Protection,**

Petitioner,

-against-

**Intergen Health, LLC and Amazing Home
Care Services, LLC,**

Respondents.
-----X

CONSENT ORDER

Record Nos. 2017-00008-ENF
2017-00133-ENF
2020-00220-ENF

4293-2021-ADJC

1. The New York City Department of Consumer and Worker Protection conducted an investigation into Respondents' compliance with the Earned Safe and Sick Time Act and the ESSTA Rules (as defined below). This Consent Order sets forth the Department's findings and the agreement between the Department and Respondents.
2. Definitions:
 - a. "Department" means The New York City Department of Consumer and Worker Protection, which was formerly known as the Department of Consumer Affairs. The name of the agency was changed pursuant to Local Law 080 of 2020, which went into effect on August 28, 2020.
 - b. "Distribution List" means a machine-readable spreadsheet containing the following information for each Eligible Employee: Eligible Employee name, Settlement Payment amount, last known address, last known telephone number, last-known email address, last-known bank routing number, last-known bank account number.
 - c. "Eligible Employee" means each person the Department identifies as eligible to receive monetary relief from the Settlement Fund.
 - d. "ESSTA" or "Earned Safe and Sick Time Act" means Chapter 8 of Title 20 of the New York City Administrative Code.
 - e. "ESSTA Rules" means Subchapters A and B of Title 6, Chapter 7 of the Rules of the City of New York.
 - f. "Relevant Time Period" means the time period between April 1, 2014 through July 20, 2020.
 - g. "Respondents" means Intergen Health, LLC and Amazing Home Care Services, LLC.

- h. "Settlement Administrator" means CAC Services Group, LLC which will carry out the Settlement Administrator duties described in this Consent Order, as set forth herein and in Exhibit A.
 - i. "Settlement Fund" means the account established by the Settlement Administrator into which the monetary relief to be distributed to Eligible Employees will be deposited. The Settlement Fund will be controlled by the Settlement Administrator subject to the terms of this Agreement. Interest, if any, earned on any monies in the Settlement Fund will become part of the Settlement Fund.
 - j. "Settlement Payment" means the amount of money to be paid to each Eligible Employee from the Settlement Fund, which amounts shall be set forth on the Distribution List. The back wages identified in paragraph 18 are not considered a Settlement Payment.
 - k. "Settlement Check" means the check issued to each Eligible Employee for their Settlement Payment.
 - l. "Settlement Deposit" means the funds deposited into an Eligible Employee's bank account for their Settlement Payment.
 - m. "Settlement Notice" means a template letter in a form to be provided by the Department, with fields that may be filled in to identify the Respondents, the Eligible Employee and the Settlement Payment.
3. The Department commenced an investigation of Respondents in or around April 2017. As a result of its investigation, the Department concluded that during the Relevant Time Period:
- a. Respondents were employers within the meaning of the ESSTA.
 - b. Respondents failed to allow certain employees to use accrued safe/sick time for protected reasons, or to pay them for safe/sick time used, in violation of ESSTA, Section 20-913(d)(1).
 - c. Respondents disciplined and/or terminated some employees who needed to use safe/sick time for unforeseeable reasons, in violation of ESSTA, Section 20-918.
 - d. Respondents required some employees to submit documentation from a health care provider for sick time absences of three consecutive work days or less, in violation of ESSTA, Section 20-914(a)(2).
 - e. Respondents failed to allow some employees who used safe/sick time for more than three consecutive work days to return to work prior to submitting medical documentation, in violation of ESSTA Rule 7-206(b).
 - f. Respondents failed to provide some employees written safe/sick time policies, in violation of ESSTA Rule 7-211.
4. Respondents and the Department enter into this Consent Order to avoid the necessity of prolonged and expensive litigation. The Parties acknowledge and agree that this Consent

Order does not constitute an adjudication by a Court, the Office of Administrative Trials and Hearings, or any other adjudicatory body. The Department finds the agreements contained in this Consent Order, as well as the monetary amounts Respondents must pay, appropriate and in the public interest. The Department is willing to accept this Consent Order in lieu of commencing any other enforcement actions based on the conduct in described in Paragraph 3.

5. This Consent Order binds Respondents, as well as each company's successors and assigns, and Respondents are responsible for any person acting on their behalf with respect to the obligations identified in this Consent Order.
6. Unless otherwise indicated, the terms of this Consent Order are effective when the Consent Order is signed by both Respondents and the Department (the "Effective Date").

COMPLIANCE WITH ESSTA

7. Respondents will adopt and/or revise their internal and employee-facing policies to conform to the requirements set forth in subparagraphs (a) through (f) below. Within 60 days of the Effective Date, Respondents shall submit to the Department proposed written internal and employee-facing policies to implement this Paragraph 7, as well as an implementation plan. The Department will have an opportunity to review all such policies prior to implementation. Such policies shall remain in effect without modification for two years from the Effective Date ("Effective Period"), unless the Parties agree to any changes.
 - a. Documentation Requirements: For the duration of the Effective Period, Respondents agree to waive the right under ESSTA Sections 20-914(a)(2) and 20-914(b)(2) to require reasonable documentation that an employee's use of safe/sick time was authorized except as specified hereunder. Respondents will not request or require employees to provide any form of documentation to justify or explain their use of paid safe/sick leave for the first 56 hours of paid safe/sick time used. However, nothing contained in this section shall preclude Respondents from requiring any documentation otherwise necessary and appropriate to comply with other legal requirements, including without limitation the Family and Medical Leave Act, the New York Paid Family Leave Law, the Americans with Disabilities Act, the New York State Human Rights Law, the New York Paid Sick Leave Law, the New York City Human Rights Law, New York State Department of Health regulations, and New York Workers Compensation Law (collectively "Other Legal Requirements").
 - b. Safe/Sick Time Policy: Respondents will write a new safe/sick time policy that incorporates and satisfies the requirements of the ESSTA. The new safe/sick time policy must satisfy the requirements under ESSTA Rule 7-211 and incorporate the amendments to the Earned Safe and Sick Time Act that went into effect on September 30, 2020. It must also explain the policy set forth in Paragraph 7(a) above and contain no terms that conflict with it.
 - c. Attendance Policy: If Respondents maintain any version of the "Attendance" policy that appears in the prior version(s) of their employee manual(s), they will draft a new version that specifies that employees will not be disciplined in any way when they

miss a shift or call out due to an unforeseeable need to use safe/sick time and have provided reasonable notice under the circumstances. Nothing contained herein shall be construed to limit any patient rights.

- d. Policy for Referring Safe/Sick Time Requests For Processing: Respondents will write internal policies and procedures under which, when an employee communicates with a member of Respondents' supervisory, managerial, or call center staff about an absence from a scheduled shift (planned or unplanned), that staff member must respond by affirmatively informing the employee about the right to paid safe/sick time and how to request it from the human resources department. Such staff shall provide this information even if the employee does not mention safe/sick time in connection with the absence. Such staff must also be trained on the policies in Paragraphs 7(a)-(d).
 - e. Policy for Processing Safe/Sick Time Requests: Respondents will write internal policies and procedures for receiving and processing paid safe/sick time requests in their human resources and/or payroll divisions. Such policies shall ensure a simple, straightforward, and timely process for employees who have a balance of safe/sick time available under ESSTA to be paid without further process or restrictions, except in the event the employee identifies a reason for calling out which is not covered under the ESSTA.
 - f. Medical Clearance Policy: Respondents agree not to require employees to obtain "medical clearances" as a precondition for payment for the use safe/sick time under ESSTA or to show that the employee used safe/sick time for a reason covered under the ESSTA. Notwithstanding the foregoing, Respondents may require "medical clearances" if necessary to administer Other Legal Requirements as specified in Paragraph 7(a). Respondents will write internal policies and procedures in relation to each Other Legal Requirement for which medical clearance may be required and will develop written instructions setting forth the specific information an employee must obtain from the employee's medical provider in order to obtain a medical clearance. Respondents will thereafter provide such written instructions to any employee who is required to obtain a medical clearance as soon as practicable, but not longer than two business days after becoming aware of a need for a medical clearance.
8. Employee Manual: Respondents will include a summary of information relevant to employees about the new employment policies described in Paragraph 7(a)-(f) and the Disclosure Program notice described in Paragraph 14 in a new employee manual and submit it to the Department for approval within 60 days of the Effective Date. Within 30 calendar days of receipt of approval, Respondents will translate the manual into Spanish, Chinese, and Russian, and within 60 days after such approval, will distribute the employee manual to all employees in English and/or Spanish, Chinese or Russian, as applicable, depending upon the primary language of the employee. Thereafter, the employee manual shall be issued to any new employee within fifteen (15) calendar days of an employee's commencement of employment. Respondents shall obtain from each employee who receives the employee manual a written, dated acknowledgment of receipt. Except as otherwise required by law, the

employee manual shall remain in effect without changes for the duration of the Effective Period unless the Parties agree to any changes.

9. **Training:** Within 60 days of the Effective Date, Respondents shall send to the Department draft employee training materials discussing the rights and obligations set forth in Paragraph 7. Respondents will prepare two types of trainings. One training shall contain information relevant to managers, coordinators, nurses, and payroll personnel, and shall be given to these employees no later than 30 days after receipt of the Department's approval of the relevant training materials. The second training shall provide information relevant to home health aides, and upon receipt of the Department's approval of the training materials, shall be given as part of Respondents' standard onboarding process for new home health aides, and as part of its annual in-service requirements for existing active home health aides. For employees whose primary language is not English, Spanish, Chinese, and Russian and who reasonably request, Respondents will provide translation services, or separate trainings, in the applicable language.
10. **Periodic Reports:** Respondents will submit periodic reports to the Department. The first such report shall be submitted six months from the Effective Date; the second such report shall be submitted 12 months from the Effective Date; the final such report shall be submitted two years from the Effective Date. These reports shall include records of training Respondents provided to their employees as required by Paragraph 9, information regarding any material changes to the policies described in Paragraph 7, and the Compliance Officer's disclosure log, as set forth in Paragraph 16.

DISTRIBUTION OF PAID SICK LEAVE NOTICE OF EMPLOYEE RIGHTS

11. Respondents shall provide each employee a copy of the new Notice of Employee Rights that discusses the ESSTA amendments effective September 30, 2020, available on the Department's website, in English and the primary language spoken by each Employee, provided that the Department has made such a translation available on its website. Respondents shall maintain proof of the date they provided the Notice of Employee Rights to each Employee and require of each Employee a written, dated acknowledgment of receipt.

REQUIRED COMPLIANCE RECORDS

12. Respondents shall during the Effective Period maintain, and shall produce to the Department promptly upon request, records in a non-proprietary machine-readable data format containing the following information:
 - a. For each home health employee in each pay period:
 - i. Employee name;
 - ii. Employee ID;
 - iii. Contact information, including address, phone number, and email
 - iv. Pay period start;
 - v. Pay period end;
 - vi. Check date;
 - vii. Pay code (i.e. reason for the payment. Include any available descriptions of codes used);

- viii. Pay rate;
- ix. Hours worked;
- x. Pay amount;
- xi. The number of hours of safe/sick time used
- xii. The number of hours of safe/sick time accrued
- xiii. Each employee's safe/sick time balance

- b. Each employee's requests for safe/sick time and whether those requests were granted or denied and, if denied, the reason(s) for the denial.

COMPLIANCE OFFICER AND DISCLOSURE PROGRAM

13. Respondents shall appoint an individual to serve as the Compliance Officer. The Compliance Officer must ensure Respondents' compliance with the terms of this Consent Order, the ESSTA, and ESSTA Rules. The Compliance Officer, or a person who directly reports to the Compliance Officer, must also address employees' questions about the foregoing matters. The Compliance Officer must take, and must have the authority to take, corrective action upon becoming aware of an instance of noncompliance. Respondents shall notify the Department and their employees within fourteen (14) days of any change in the following information for the designated Compliance Officer:

Name: Mark Kiss
Title: Compliance Officer
Telephone Number: TBD
Work Address: TBD
Email Address: MKiss@amazinghc.com

14. Respondents shall maintain an internal Disclosure Program that includes a mechanism (e.g., a toll-free compliance telephone line) to enable employees to disclose, to the Compliance Officer or some other person who is not in the disclosing individual's chain of command, any identified issues or questions associated with Respondents' employment-related policies, conduct, practices, or procedures with respect to paid safe/sick leave and compensation. Respondents shall publicize the existence of the disclosure mechanism, including its purpose, its phone number, and its email address (if applicable), in the employee manual and as part of the initial and annual trainings required by Paragraph 9. The Disclosure Program shall emphasize a non-retaliation policy and shall include a reporting mechanism for anonymous communications for which appropriate confidentiality shall be maintained.
15. Upon receipt of a disclosure, the Compliance Officer (or designee) shall gather all relevant information from the disclosing individual. The Compliance Officer (or designee) shall make a preliminary, good faith inquiry into the allegations set forth in every disclosure to ensure that he or she has obtained all of the information necessary to determine whether a further review should be conducted. For any disclosure that is sufficiently specific so that it reasonably: (1) suggests that an alleged improper practice occurred; and (2) provides an opportunity for taking corrective action, Respondents shall conduct an internal review of the allegations set forth in the disclosure and ensure that proper follow-up is conducted.

16. The Compliance Officer (or designee) shall maintain a disclosure log, which shall include a record and summary of each disclosure received related to a safe/sick time issue (whether anonymous or not), the status of the respective internal reviews, and any corrective action taken in response to the internal reviews. The disclosure log shall be submitted to the Department as part of the Periodic Reports required under Paragraph 10 above.

PAYMENT OF ESSTA RELIEF, CIVIL PENALTY, AND SETTLEMENT ADMINISTRATION

17. Respondents shall pay a total of \$2,062,500.00 to resolve this matter. Respondents are jointly and severally liable for this amount. Of this amount:

- a. \$62,325.00 shall be paid as back wages to four current or former employees, as set forth in Paragraph 18.
- b. \$30,000.00 shall be held in escrow by the Settlement Administrator to pay the Settlement Administrator's fee, and any remainder shall be remitted to the Department, as set forth herein.
- c. \$1,970,175.00 shall be distributed to Eligible Employees as set forth herein.

18. Within twenty (20) calendar days of the Effective Date, Respondents shall pay the following employees the following amounts in back wages:

- a. Cinia Espana: \$33,700.00
- b. Maria Riva-Martinez: \$14,100.00
- c. Paola Luna: \$8,242.00
- d. Lisbet Colon: \$6,275.00

These amounts may be treated as wages for purposes of any applicable tax withholdings and reported on a W-2, which shall be mailed to the employee at an address the Department will provide. Respondents may make payments by direct deposit or by certified check or money order to the employee's last known address, according to instructions the Department will provide. Within fifteen (15) calendar days of completing these payments, Respondents shall provide proof of payment, a record of taxes withheld, and proof of mailing and delivery, if applicable, by email to PSLRestitution@dca.nyc.gov.

19. Within twenty (20) calendar days of the Effective Date, Respondents shall pay \$2,000,175.00 by wire transfer or certified check or money order made payable to the Settlement Fund, using payment instructions to be provided by the Department. Within five (5) calendar days of the making this payment, Respondents shall provide by email to jjohnson@cacservicesgroup.com and the Department proof that the payment was mailed or sent by wire transfer.

20. The Settlement Administrator will make payments to Eligible Employees from the Settlement Fund in the amounts set forth on the Distribution List, and shall use its best efforts to ensure that each Eligible Employee on any Distribution List receives a Settlement Payment. Settlement Payments are not and shall not be considered wages, and no amounts shall be withheld for tax purposes or any other purpose.

21. In preparing the Distribution List, the Department has sole discretion to identify Eligible Employees and to determine how Settlement Payments shall be allocated to each Eligible Employee. The Department will provide information reasonably requested by Respondents about how Settlement Payments were calculated. Respondents shall provide information in their possession and reasonable cooperation to facilitate locating, contacting, and issuing payments to Eligible Employees.
22. The Settlement Administrator shall distribute Settlement Payments to Eligible Employees within thirty (30) days of the later of: (a) the deposit of \$2,000,175.00 into the Settlement Fund, or (b) the Settlement Administrator's receipt of the Distribution List from the Department.
23. The Settlement Administrator shall produce a customized Settlement Notice for each Eligible Employee, specifying the adjudication number, the Eligible Employee's details, and the amount of the Settlement Payment. The Settlement Administrator shall use a Settlement Notice template provided by the Department, filling in any information as instructed.
24. The Settlement Administrator shall issue Settlement Deposits from the Settlement Fund to any Eligible Employee whose bank account information appears on a Distribution List. The Settlement Administrator shall ensure that the name of the Eligible Employee and the account details correspond and will be held liable for any payments made in error.
25. The Settlement Administrator shall mail Settlement Checks to all Eligible Employees whose bank account information does not appear on a Distribution List.
26. Depending on the payment method, the Settlement Administrator shall:
 - a. Email a Settlement Notice to an Eligible Employee and concurrently deposit the Settlement Deposit in their account; or
 - b. If an Eligible Employee's email address does not appear on a Distribution List, mail a Settlement Notice to an Eligible Employee after making the Settlement Deposit in their account; or
 - c. Mail a Settlement Notice to an Eligible Employee with a Settlement Check.
27. The Settlement Administrator shall track all Settlement Payments to monitor payment status and verify whether an Eligible Employee has received his or her funds.
28. The Settlement Administrator shall handle failed payments as follows:
 - a. If a Settlement Deposit is unsuccessful, the Settlement Administrator shall mail a Settlement Notice to an Eligible Employee with a Settlement Check.
 - b. A Settlement Check must be cashed within ninety (90) days following the mailing of such Settlement Check. The Settlement Administrator shall void any Settlement Check not cashed within the ninety (90) day period and shall promptly issue the bank with a "stop payment."

- c. The Settlement Administrator shall take all reasonable steps to obtain the correct address or bank deposit information of any Eligible Employee for whom a mailing is returned as undeliverable or who fails to cash a Settlement Check, including one skip trace, one phone call and one email, provided such contact information appears on the Distribution List. The Settlement Administrator shall take all reasonable steps to obtain the correct address or bank deposit information and shall attempt a re-mailing of a Settlement Check if a more recent address is obtained or shall attempt a Settlement Deposit for any Eligible Employee who provides bank routing and account information. The 90-day time period described in the prior paragraph shall apply to these remailings.
29. The Settlement Administrator shall issue a 1099-MISC to any employee who receives a Settlement Payment of \$600 or more.
30. The Settlement Administrator's work issuing Settlement Payments on the Consent Order shall be deemed complete once the Settlement Administrator completes all of the above-described steps, and upon expiration of the second 90-day time period for Eligible Employees to cash any Settlement Checks that the Settlement Administrator sent to updated addresses.
31. Within thirty (30) days of concluding its work, or any discrete portion thereof, the Settlement Administrator shall:
 - a. Email an invoice to Respondents and the Department.
 - b. Email the Department a closing report in a machine-readable spreadsheet format containing the following information for each Eligible Employee: adjudication number, Eligible Employee name, last-known mailing address, Settlement Payment, date of receipt (for Settlement Payments received by the Eligible Employee), method of receipt (for Settlement Payments received by the Eligible Employee), and attempts to contact the Eligible Employee (for Settlement Payments not received by the Eligible Employee). Where necessary, revisions may be made to the contents of reports based on how the Settlement Administrator records this information in its systems.
32. Upon confirming that the Settlement Administrator has completed all required work covered by any invoice, the Department will notify the Settlement Administrator that it may pay the invoiced fee from the Settlement Fund, which fee shall not exceed \$30,000.
33. After the Settlement Administrator has completed all required work and paid its fee, the Settlement Administrator shall notify the Department of the amount remaining in the Settlement Fund and follow the Department's instructions for remitting all such funds to the Department. If the Department thereafter finds that any Eligible Employee did not receive a Settlement Payment from the Settlement Administrator, the Department may issue a Settlement Payment to that Eligible Employee from such funds.
34. Respondents shall not be held liable for any error or omission of the Settlement Administrator.

35. The Settlement Administrator shall maintain adequate records of its activities, including the dates of attempted Settlement Deposits, the emailing or mailing of Settlement Notices and Settlement Checks, returned mail and other communications and attempted, written or electronic communications with Eligible Employees; and copies of Settlement Checks signed by the Eligible Employees; and will provide such records to the Department upon request.
36. The Settlement Administrator shall receive and respond to inquiries of Eligible Employees.
37. The Settlement Administrator shall timely respond to communications from the Department and undertake such other tasks as mutually agreed by the Parties.

NOTICES

38. All notices, reports, requests, and other communications to any party pursuant to this Consent Order shall be in writing and shall be directed by email as follows:

To the Department:

Elizabeth Wagoner
Director of Investigations
Department of Consumer and Worker Protection
Office of Labor Policy and Standards
42 Broadway, 9th Floor, New York, NY 10004,
ewagoner@dca.nyc.gov

To Respondents:

Mark Kiss or other Compliance Officer subsequently identified
Amazing Home Care
1601 Bronxdale Avenue, Suite 207
Bronx, NY 10462
MKiss@amazinghc.com

With a copy to:

Peter Godfrey
PGodfrey@hodgsonruss.com
Hodgson Russ LLP
140 Pearl Street
Buffalo, NY 14202

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

MISCELLANEOUS

39. This Consent Order may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same document. A signed copy of this Consent Order transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Consent Order for all purposes.

THIS CONSTITUTES AN ORDER OF THE DEPARTMENT.

Agreed to by Respondent Intergen Health, LLC by:

Joseph Steinberg 11/15/21
Signature Date

Name: JOSEPH STEINBERG
Title: MANAGER
Address: 1601 Broadway Ave
Phone number: 917-217-2747
Email Address: JSTEINBERG@AMAZINGHC.COM

Agreed to by Respondent and Amazing Home Care Services, LLC by:

Joseph Steinberg 11/15/21
Signature Date

Name: JOSEPH STEINBERG
Title: ADMINISTRATOR
Address: 1601 Broadway Ave
Phone number: 718-863-3300
Email Address: JSTEINBERG@AMAZINGHC.COM

Accepted for the Department by:

Elizabeth Wagoner 11/16/2021
Signature Date
Peter A. Hatch
Commissioner of the Department

By: Elizabeth Wagoner
Director of Investigations
Office of Labor Policy and Standards
42 Broadway, 9th floor
New York, NY 10004
(212) 436-0117

Exhibit A

Affirmation of Settlement Administrator

1. I, Jeff Johnson, hereby affirm that I am the Vice President of CAC Services Group, LLC (“CAC Services Group”), with authority to contract on its behalf. CAC Services Group has read and understood will carry out the duties of the Settlement Administrator set forth in the Consent Order between the NYC Department of Consumer and Worker Protection and Intergen Health, LLC and Amazing Home Care Services, LLC.
2. CAC Services Group’s fee for this service includes the following:
 - a. A one-time Program Set-Up and Reporting cost of between \$100.00 and \$500.00, depending on the number of Eligible Employees.
 - b. A schedule of Direct Mail costs of \$3.80 to \$4.70 per piece, which includes all of the costs and responsibilities associated with issuing Settlement Checks described in this Consent Order, including but not limited to postage, printing, check re-issuance and remailing, address verification, skip-tracing, contacting employees by telephone and/or email to verify or re-verify addresses or bank account information, fund management, bank fees, and annual fees for any taxes associated with the Settlement Fund.
 - c. A schedule of Direct Deposit costs of \$0.90 to \$1.45 per deposit, depending on the number of Settlement Deposits to be made. The Direct Deposit costs include all of the costs and responsibilities associated with issuing Settlement Deposits described in this Agreement, including sending the Settlement Notice by email, issuing a Settlement Check for a failed Settlement Deposit, and a redeposit or re-issuing a Settlement Check, where required.
 - d. A schedule of Direct Deposit Letter costs of \$1.10 to \$2.20 to per letter, depending on the number of letters to be sent to Eligible Employees who receive a Settlement Deposits but do not have a working email address on file, and therefore must receive a Settlement Notice by U.S. mail.
3. CAC Services Group will perform the Settlement Administrator duties set forth in the Consent Order and pursuant to the fee set forth in the Consent Order.
4. The tracking number(s) for the above-described payments, and any other documents to be sent to the Settlement Administrator, should be emailed to jjohnson@cacservicesgroup.com.

I hereby affirm under penalty of perjury that the foregoing is true and correct.

Jeff Johnson, on behalf of CAC Services Group, LLC