

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

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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.

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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



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

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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.

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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

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

**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