

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

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

ASSURANCE OF
DISCONTINUANCE

OF

AOD No. 25-017

AMERICARE, INC.

ASSURANCE OF DISCONTINUANCE

The Office of the New York State Attorney General (“OAG”) has investigated AMERICARE, INC. (“Americare”) pursuant to New York Executive Law § 63(12).

The investigation examined whether Americare failed to pay wages and benefits under the New York Homecare Worker Wage Parity Act, N.Y. Public Health Law § 3614-c (the “Wage Parity Act” or “WPA”).

This Assurance of Discontinuance (“AOD”) contains the findings in connection with this investigation of Americare and the relief agreed to by the OAG and Americare (collectively, the “Parties”).

FINDINGS

Introduction and Background

1. Americare is a for-profit corporation that operates a licensed home care services agency with its principal place of business located at 2255 Coleman Street, Brooklyn, NY 11234. Americare is an employer within the meaning of the New York Labor Law (“NYLL”) and the Fair Labor Standards Act (“FLSA”), and a licensed home care services agency within the meaning of the Wage Parity Act.

2. Americare employs home care aides that provide assistance with activities of daily living to elderly and disabled individuals, including individuals who participate in the Medicaid program.

3. The Wage Parity Act established minimum wage and benefit requirements, effective March 1, 2012, for home care aides who render services to Medicaid recipients in New York City and, effective March 1, 2013, for home care aides who render services in Nassau, Suffolk, and Westchester Counties.

4. Pursuant to the Wage Parity Act, home care aides who perform Medicaid-reimbursed work are to be compensated either with cash wages that equal the total compensation required under the Wage Parity Act ("Total Compensation") or with an hourly base wage and benefits, that together equal the Total Compensation.

Practices Related to Payment of Wages

5. Americare voluntarily reported to the OAG in June, 2018, that it had accrued on its books and records, but failed to pay home care aides the Total Compensation required under the Wage Parity Act for the period beginning January 1, 2014. The underpayment of Total Compensation continued through March 31, 2020 (the "Relevant Period"). Americare has cooperated with the OAG in determining the amount of its underpayment during the Relevant Period and in supplying relevant information.

6. Although Americare provided compensation to home care aides during the Relevant Period in the form of cash wages and some benefits, such as paid time off, contributions to the union's health and welfare fund, and contributions to benefit cards, these contributions for benefits plus the cash wages fell below the Total Compensation required under the Wage Parity Act.

7. Based on the foregoing, the Attorney General has concluded that Americare engaged in persistent and repeated illegality in violation of Executive Law § 63(12) and the Wage Parity Act.

8. To resolve the OAG's investigation without the necessity of prolonged and expensive litigation and in exchange for the consideration provided herein, Americare has agreed to enter into this AOD.

9. 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 during the Relevant Period.

10. The OAG, the Medicaid Fraud Control Unit, and Americare are contemporaneously entering into a separate settlement agreement to resolve claims under the State False Claims Act (State Finance Law §§187 et seq.) and the Federal False Claims Act (31 U.S.C §3730).

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

RELIEF

Entities Bound By the AOD

11. This AOD binds Americare, as well as its principals, directors, beneficial owners, officers, shareholders, successors, and assigns.

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

12. Americare hereby acknowledges that it understands and will comply with all applicable federal, state, and local laws relating to employment practices, including but not limited to the Wage Parity Act, the FLSA, and the NYLL, and their attendant regulations. Americare agrees and acknowledges that any violation of such laws during the Effective Period is a violation

of this AOD, and that, subject to Paragraph 42, the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 9, in addition to any other appropriate investigation, action, or proceeding.

13. Americare agrees 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.

14. Americare agrees to comply with the notice and records retention requirements set forth in NYLL §§ 195(1)(a), (3), and (4), as amended by Section 2 of part OO of Chapter 56 of the laws of 2020 and will make any such records available to the OAG upon request, including copies of notices to employees of their Wage Parity Act benefits, signed acknowledgements, and wage statements.

Programmatic Relief

15. Americare will begin to implement the relief described in paragraphs 16 to 19 below within 30 days of the full execution of this AOD (the “Effective Date”).

16. Americare agrees to revise its policies and practices for Wage Parity Act compliance, if not already done so, including, but not limited to:

- a. Reviewing its compensation package and modifying it, if necessary, to ensure the compensation and benefits provided meet the Total Compensation then required by law;
- b. Providing home care aides with the Total Compensation required by the Wage Parity Act;
- c. Providing clear, intelligible, and thereby sufficient notice to aides of the compensation it provides, including notice of the benefits it claims as compensation

under the WPA regardless of whether Americare or a third party administer the benefits;

- d. If Americare elects to satisfy any portion of its Wage Parity Act obligation by providing paid time off to its home care aides, Americare will retain contemporaneous records of policies, accruals, usages, and payments provided to such home care aides; and
- e. Training its coordinators and personnel in the Human Resources and Payroll Departments on Wage Parity Act compliance and ensuring that these individuals and any other personnel that regularly interact with aides are familiar with the benefits that Americare claims as compensation under the WPA and are able to provide guidance to aides on how to access information about those benefits.

17. Americare will submit the proposed notice to aides as described in Paragraph 16(c) to the OAG within 30 days of the Effective Date. The OAG will review this proposed notice and respond to Americare within 60 days of the Effective Date and Americare will incorporate any revisions requested by OAG which are intended to clarify the compensation provided to Americare's employees within 90 days of the Effective Date. All policies provided pursuant to Paragraph 16 must be approved by the OAG prior to implementation and training ("OAG Approval"), which will be provided within 120 days of the Effective Date.

18. Americare will disseminate the written policies set forth in paragraph 16 within 30 days of OAG Approval. Dissemination shall include (1) notifying aides by text message that new policies have been issued and will be distributed by mail and e-mail; (2) sending the policies to current Americare aides via e-mail, where Americare has the aides' e-mail addresses, and mail; (3) incorporating them into Americare's handbook; (4) distributing paper copies of the policies

during the trainings described in Paragraph 19 (to the extent such trainings are conducted personally rather than remotely), at orientation, and at one in-service training annually; and (5) sending the policies to coordinators and personnel in the Human Resources and Payroll Departments by mail and e-mail. The written policies must be disseminated in English, and any other language designated by the employee as his/her primary language in the employee's Notice and Acknowledgement of Pay Rate and Payday Form (LS 62) provided that the New York State Department of Labor offers a template pay notice in such designated language under Section 195.1 of the New York Labor Law (which, on the Effective Date, includes Spanish, Russian, Polish, Korean, Italian, Haitian Creole, Chinese, and Bengali).

19. Americare will conduct trainings based on the materials set forth in paragraph 16 for aides, coordinators, and personnel in the Human Resources and Payroll Departments which will commence for new and existing employees within 30 days of OAG Approval. The trainings may be in person or virtual, may be recorded, and will be conducted in the languages specified in Paragraph 18 and must cover the Wage Parity compensation offered by Americare, including the benefits it claims as compensation under the WPA. Thereafter, Americare will include information relating to the compensation it provides to comply with the WPA, including benefits it claims as compensation under the WPA, in its orientation of employees at the beginning of their employment and at one in-service training annually.

Monetary Payment and Settlement Distribution

Payments to OAG

20. Americare agrees to pay \$44,999,648 in resolution of the OAG's investigation (the "Monetary Relief Amount"), which will be paid directly to the OAG and will be used for

distribution as restitution to current and former employees for violations of the Wage Parity Act during the Relevant Period.

21. Americare will pay the Monetary Relief Amount as set forth below:

- a. Americare will pay \$9 million within seven business days of executing the AOD (the "Initial Payment");
- b. Americare will pay \$1 million per month for a period of 12 months starting on January 15, 2026;
- c. Americare will pay \$1,269,292 per month for a period of eighteen months starting on January 15, 2027; and
- d. A final payment of \$1,152,392 shall be due on July 15, 2028.

22. Payment from Americare to the OAG must be in the form of a wire transfer, and proof of payment will be forwarded to the Office of the New York State Attorney General to the attention of:

Anielka Godinez
Assistant Attorney General
Labor Bureau
28 Liberty Street, 15th Floor
New York, New York 10005
Anielka.Godinez@ag.ny.gov

The payment and all correspondence related to this AOD must reference "AOD No. 25-017."

23. To secure the payment described in paragraphs 20 and 21, Americare will execute and deliver, at the time of execution and delivery of this AOD, the accompanying Affidavit of Confession of Judgment (attached hereto as Exhibit A), confessing judgment for the Monetary Relief Amount of \$44,999,648, less any amounts paid by Americare, plus collection of fees of 22% percent of any unpaid Monetary Relief Amount at the time of any subsequent default, plus

statutory costs of \$15.00. Thereafter, Americare will not object to executing additional Affidavits of Confession of Judgment to replace the document in Exhibit A.

24. In the event Americare defaults or fails to timely and properly make payment as set forth in paragraphs 20 and 21, the OAG will provide Americare written notice of such default via first class mail and e-mail at the address provided in paragraph 58, which notice shall be effective on the date the e-mail notice is sent, after which Americare shall have 30 days to cure such default or failure. Subject to the following sentence, upon the failure of Americare to cure such default or failure, the OAG may file and enter the applicable Affidavit of Confession of Judgment, at any time, and without further notice, against Americare, less any amounts paid by Americare pursuant to this AOD prior to the default, plus the collection fees and statutory costs described above. The Affidavit of Confession of Judgment may be entered solely upon an uncured default in payments under paragraphs 20 and 21 hereof.

25. Notwithstanding anything herein to the contrary, in the event that Americare anticipates suffering an economic hardship or suffers a decline in year-over-year operating profits by 25 percent (25%), Americare may contact the OAG in writing to discuss modifying the payment schedule set forth in Paragraphs 20 and 21, and the parties shall then engage in good faith discussions to revise the payment schedule set forth in Paragraphs 20 and 21. In the event that Americare has an increase in year-over-year operating profits by more than 25 percent, as reflected in the most recent Combined Financial Statements, the OAG may contact Americare in writing to discuss modifying the payment schedule set forth in Paragraphs 20 and 21, and the parties shall then engage in good faith discussions to revise the payment schedule in Paragraphs 20 and 21. Americare shall provide the OAG a copy of its most recent Combined Financial Statement within 60 days of its issuance every year until the Monetary Relief Amount is paid.

Settlement Distribution

26. This section of the AOD applies to the distribution of the Monetary Relief Amount.
27. 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, last known address, last known telephone number, last-known email address, social security number, and preferred language.
 - b. "Eligible Employees" means each person whom the OAG identifies as eligible to receive a portion of the Monetary Relief Amount.
 - c. "Qualified Settlement Fund" or "QSF" means the account established by the Settlement Administrator into which the Monetary Relief Amount will be deposited for distribution. 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.
 - d. "Settlement Administrator" means the firm the OAG retains to distribute the Monetary Relief Amount. The 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.
 - e. "Settlement Payment" means the amount of money to be paid to each Eligible Employee from the QSF.

28. Within 7 days of the execution of the AOD, Americare will pay, separately and in addition to the payments due to the OAG, as set forth in Paragraphs 20 and 21, the total sum of \$350,000 in the form of a wire transfer to the OAG to cover the costs of settlement administration, including any costs incurred by the Settlement Administrator associated with addressing any tax-related matters, reporting, or calculations pertaining to the distribution from the QSF. The OAG has discretion to determine when distributions will occur.

29. For each Settlement Payment to an individual on the Distribution List, the Settlement Administrator shall provide Americare 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. The Settlement Administrator shall calculate, and Americare shall pay, separately and in addition to the Monetary Relief Amount, all of the applicable 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. The OAG is not responsible for any tax withholding, reporting, or other obligations incurred as a result of the distribution from the QSF.

30. Pursuant to the agreement between the OAG and the Settlement Administrator, the Settlement Administrator shall deposit the Monetary Relief Amount into the QSF within 24 hours of receipt.

31. Pursuant to the agreement between the OAG and the Settlement Administrator, as soon as practicable, the OAG will provide the Settlement Administrator with the Distribution List along with the allocation of the Settlement Payment for each person on the Distribution List.

32. 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 additional distributions of funds from the QSF.

33. Americare agrees 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, and preferred language. Americare will also provide to current employees any information related to the factual details of the settlement as OAG may request.

34. This AOD will expire three years following the Effective Date or six months following the date Americare fully satisfies the Monetary Relief Amount, whichever is later (the "Effective Period"), except that the OAG may, in its sole discretion, upon notice to Americare extend the AOD term to three (3) additional years upon a determination that Americare has not complied with this AOD.

Non-Dischargeable Judgment

35. In the event of bankruptcy, Americare expressly agrees not to seek discharge or extinguish the amounts owed as part of this AOD.

Monitoring and Oversight

36. Periodic Compliance Reports: Americare shall provide to the OAG a report detailing its compliance with the requirements set forth in this AOD, paragraphs 16 to 19 (Programmatic Relief), within 60 days of OAG Approval per Paragraph 15. 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 Americare.

37. Thereafter, a report of compliance shall be submitted to the OAG every 6 months during the Effective Period. Americare shall detail in its report how it has met its Wage Parity Act obligations for the previous 6-month period. Along with each biannual report, Americare shall submit the following supporting documents to the OAG:

- a. A statement explaining the cost per hour of each benefit Americare claims as compensation under the Wage Parity Act;
- b. A report that includes the number of wage parity hours aides worked; the compensation paid as wages for those hours, including a breakdown of whether those hours are regular hours or overtime hours; and the expenses incurred for each benefit Americare claims as compensation under the Wage Parity Act for the previous six months;
- c. Documents showing the cost per hour of each benefit Americare claims as compensation under the Wage Parity Act, for example, a copy of the Administrative Services Agreement with a third-party administrator that reflects the per hour contributions made;
- d. If Americare chooses to satisfy any portion of its Wage Parity Act obligations by providing paid time off, documentation showing the amounts of paid time off accrued and used by aides, as well as any payouts for paid time off;
- e. Payroll records reporting company totals for Wage Parity Act hours worked for the previous six months, the wages paid for those hours, and amounts of paid time off accrued, paid or used by aides;
- f. Documents reflecting Americare's paid time off policies, including its paid sick leave and paid vacation policies; and

- g. Documents sufficient to verify amounts paid by Americare for any benefits that Americare claims as compensation under the Wage Parity Act. Examples of such verification documents include copies of cancelled checks, wire transfers, bank account statements and invoices.
- h. In addition to the materials submitted pursuant to subparagraphs a through g, Americare shall submit to the OAG when it becomes due to the Managed Long Term Care Plans (“MLTCPs”) with which it contracts, a copy of the materials submitted to the MLTCPs on an annual basis pursuant to N.Y. Pub. Health Law § 3614-c(6), as amended by section 1 of part OO of Chapter 56 of the laws of 2020, and subject to any further modifications which may be required under applicable law, to verify compliance with the terms of the Wage Parity Act, including:
 - i. A written certification, verified by oath, in which Americare attests to its compliance with the Wage Parity Act;
 - ii. An annual compliance statement of wage parity hours and expenses on a form provided by the New York Department of Labor; and
 - iii. The independent auditor’s statement verifying Americare’s Wage Parity hours and expenses on a form provided by the New York Department of Labor.

After Americare’s first submission of materials to the OAG pursuant to paragraph 37(h), to the extent such information submitted in accordance with N.Y. Pub. Health Law § 3614-c(6) satisfies the periodic disclosure requirements set forth in sections 37(a)–(g), Americare may submit these materials when they become due to the MLTCPs in lieu of those materials described in those paragraphs.

38. Americare shall submit to the OAG for approval any changes to policies relating to the Wage Parity Act made during the Effective Period.

39. Compliance Reports on Demand. In any case where the circumstances warrant through the Effective Period of this AOD, the OAG may require Americare to file a report of compliance upon 30 days' notice.

40. Periodic Certification of Compliance: Americare shall provide the OAG with a certification affirming its compliance with the requirements set forth in this AOD, paragraphs 16 to 19 (Programmatic Relief), to be submitted to the OAG within 60 days of OAG Approval per Paragraph 16. This certification shall be in writing and signed by Americare. Thereafter, a certification of compliance shall be submitted to the OAG every 6 months, at the same time as the periodic reports described in paragraphs 36 and 37, through the Effective Period.

41. Certification of Compliance on Demand: At any time through the Effective Period of this AOD, upon 30 days' written notice from the OAG, Americare shall provide the OAG with a certification affirming its compliance with the requirements set forth in this AOD, paragraphs 16 to 19 (Programmatic Relief).

42. Americare expressly agrees and acknowledges that a default in the performance of any obligation under this AOD during the Effective Period (including those set forth in paragraph 12) is a violation of the AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in Paragraph 9, in addition to any other appropriate investigation, action, or proceeding (as limited by the restriction on use of the Affidavit of Confession of Judgment in Paragraph 24), and that evidence that the AOD has been violated shall constitute prima facie proof of the statutory violations described in Paragraph 9 pursuant to Executive Law § 63(15). Notwithstanding the foregoing, upon any default in the performance of any obligation during the

Effective Period, the OAG shall give Americare written notice of such default via first class mail and e-mail, which shall be effective on the date e-mail notice is sent, after which Americare shall have 30 days to cure such default.

No Retaliation

43. Americare agrees that it shall comply with NYLL §§ 215 and 740 and shall not in any manner discriminate or retaliate against any of its 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. Americare agrees 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.

Ongoing Cooperation

44. Americare agrees to cooperate with all ongoing requests by the OAG for information related to this investigation and to ensure compliance with this AOD. Americare also agrees to cooperate fully and truthfully with the OAG's investigations of individuals and entities with respect to the conduct set forth in Paragraph 7 that are not a party to this AOD. Upon reasonable notice, Americare shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its 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. Americare agrees that the OAG shall have full access to the contact information of its employees to reach them through mail, telephone, or electronic means.

Penalty for Non-Compliance

45. If an OAG inspection shows a material violation of paragraphs 16 to 19 (Programmatic Relief) of this AOD, Americare agrees to pay \$15,000 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 58, effective the date the e-mail notice is sent, after which Americare shall have 30 days to cure the violation.

MISCELLANEOUS

Representations and Warranties

46. The OAG has agreed to the terms of this AOD based on, among other things, the representations made to the OAG by Americare as set forth in Paragraphs 1 and 6 above. Americare represents and warrants that neither it nor its counsel has made any material representations to the OAG that are inaccurate or misleading. If any material representations by Americare or its counsel are later found to be inaccurate or misleading, this AOD is voidable by the OAG in its sole discretion.

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

48. Americare represents and warrants, 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

49. Any failure by the OAG to insist upon the strict performance by Americare 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 Americare.

Subsequent Proceedings

50. Americare expressly agrees and acknowledges that the OAG may, as specified in this agreement, initiate a subsequent investigation, civil action, or proceeding to enforce this AOD, for violations of the AOD, 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;
- b. the OAG may use statements, documents, or other materials produced or provided by Americare 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 Americare irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.

51. If a court of competent jurisdiction determines that Americare has violated the AOD, Americare 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

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

53. Nothing contained herein shall be construed to limit the rights and remedies available to the OAG in the event that Americare violates the AOD after the Effective Date. Americare reserves all rights and remedies with respect to the AOD except those that are specifically waived hereunder.

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

55. 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. Americare acknowledges that it has entered this AOD freely and voluntarily and upon due deliberation with the advice of counsel.

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

57. 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.

58. 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 Americare to the Attorney General:

Office of the New York State Attorney General
Anielka Godinez, Assistant Attorney General
Labor Bureau
28 Liberty Street, 15th Floor
New York, New York 10005

Or

Anielka.Godinez@ag.ny.gov

From the Attorney General to Americare:

Nixon Peabody LLP
Attn: Philip Rosenberg
677 Broadway, 10th Floor
Albany, NY 12207

Or

prosenberg@nixonpeabody.com

AND

Frankfurt Kurnit Klein and Selz
Attn: John Harris
New York
28 Liberty Street
New York, NY 10005

Or

JHarris@fkks.com

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

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.

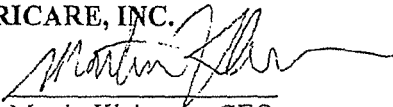
IN WITNESS WHEREOF, this AOD is executed by the parties hereto on _____,
2025.

LETITIA JAMES
Attorney General of the State of New York

By: _____
Anielka Godinez
Assistant Attorney General
Labor Bureau
28 Liberty Street, 15th Floor
New York, New York 10005
Phone: (212) 416-6280

Dated: _____, 2025

AMERICARE, INC.

By: 
Martin Kleinman, CEO

12/8/25
Date

IN WITNESS WHEREOF, this AOD is executed by the parties hereto on December 18,
2025.

LETITIA JAMES

Attorney General of the State of New York

By: Anielka Godinez
Anielka Godinez
Assistant Attorney General
Labor Bureau
28 Liberty Street, 15th Floor
New York, New York 10005
Phone: (212) 416-6280

Dated: December 18, 2025

AMERICARE, INC.

By: _____
Martin Kleinman, CEO

Date

EXHIBIT A

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

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

OF

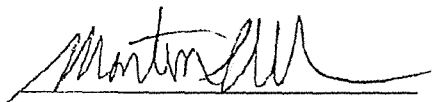
AMERICARE, INC.

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

MARTIN KLEINMAN, being duly sworn, deposes and says the following:

1. I am the 100% owner and CEO of AMERICARE, INC. ("Americare") and have authority to sign on behalf of Americare.
2. Americare's headquarters are currently located in the County of Kings and on behalf of Americare, I hereby authorize entry of judgment against Americare in Kings County, in the State of New York, and in any other county in which Americare owns property.
3. I hereby confess judgment on behalf of Americare against Americare pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$44,999,648 (the "Monetary Relief Amount"), less any amounts previously paid, plus collection fees of 22% percent of any outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on _____, 2025 (AOD No. 25-017). Upon default of the Assurance of Discontinuance and filing of an Attorney Affirmation that such default occurred and not been cured within 30 calendar days (notice of default effective on the date e-mail notice is sent to Americare), I hereby authorize the People of the State of New York to enter judgment against Americare in the sum of \$44,999,648, plus costs and collection fees of 22% of the outstanding Monetary Relief Amount, as set forth in the Assurance of Discontinuance, and less any and all payments made toward the above amount, and/or credits made prior thereto.

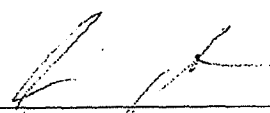
4. This Confession of Judgment is for a debt to become due and owing to The People of the State of New York under an Assurance of Discontinuance pursuant to Executive Law § 63(15) entered between The People of the State of New York and Americare, which was signed on 12/8, 2025, the terms of which are expressly incorporated herein.

By: 

PERSONAL ACKNOWLEDGMENT OF MARTIN KLEINMAN

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

On the 8 day of December, 2025 before me personally came MARTIN KLEINMAN to me known, who, being duly sworn, did depose and say that he resides in Nassau County, New York, that he is the owner and CEO of Americare described in and who executed the foregoing Affidavit of Confession of Judgment, and duly acknowledged to me that he executed the same.


NOTARY PUBLIC 12/8/25

JUDAH PERLSTEIN
Notary Public, State of New York
No. 01PE5083035
Qualified in Nassau County
Commission Expires 07/15/2026