

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. 24-074

NAE EDISON LLC, DBA EDISON HOME
HEALTH CARE, ASSISTCARE HOME
HEALTH SERVICES, LLC, DBA PREFERRED
HOME CARE OF NEW YORK, SAMUEL
ARYEH WEISS, SHUMEL B. WEISS, ELLIOT
SEGEL, AND ARYEH CHAIM BLUMSTEIN.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) has investigated NAE EDISON LLC, DBA EDISON HOME HEALTH CARE (“Edison”), ASSISTCARE HOME HEALTH SERVICES, LLC, DBA PREFERRED HOME CARE OF NEW YORK (“Preferred”), and SAMUEL ARYEH WEISS (“Samuel Weiss”), SHUMEL B. WEISS (“Shumel Weiss”), ELLIOT SEGEL (“Segel”), and ARYEH CHAIM BLUMSTEIN (“Blumstein”) (collectively, “Former Operators”) pursuant to New York Executive Law § 63(12).

The investigation examined whether Edison and/or Preferred, at the direction of the Former Operators, 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”) and evaluated whether the companies’ practices may have violated New York Executive Law § 63(12) and Article 6 of the New York Labor Law (hereinafter referred to as the “Matter”) from March 1, 2012, through April 1, 2022 (the “Relevant Period”).

This Assurance of Discontinuance (“AOD”) contains the OAG findings in connection with this investigation and the relief agreed to by the OAG, Edison and Preferred, and the Former Operators.

OAG FINDINGS

Introduction and Background

1. Edison is a for-profit corporation that operates a licensed home care services agency with its principal place of business located at 946 McDonald Avenue, Brooklyn, NY 11218. Edison 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. Preferred is a for-profit corporation that operates a licensed home care services agency with its principal place of business located at 2357 60th Street, Brooklyn, NY 11204. Preferred 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.

3. Edison and Preferred employ home care aides that provide assistance with activities of daily living to elderly and disabled individuals, primarily individuals who participate in the Medicaid program.

4. 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.

5. 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

6. Based on its investigation during the Relevant Period, the OAG concluded that each year from March 1, 2012, through April 30, 2020, Edison and Preferred and the Former Operators failed to pay home care aides the Total Compensation required under the Wage Parity Act as follows:

7. Edison and Preferred and the Former Operators provided some compensation to home care aides during March 1, 2012, through April 30, 2020, in the form of cash wages and certain benefits. However, these contributions for benefits plus the cash wages fell below the Total Compensation required under the Wage Parity Act.

8. Edison and Preferred and the Former Operators also purchased or caused to be purchased medical stop-loss insurance and reinsurance arrangements from a captive insurance company licensed under North Carolina Law with funds intended to be part of a health benefits program for home care aides. A portion of such funds held by the captive insurance company were later paid out in dividends to entities and/or individuals related to Edison and Preferred and/or the Former Operators, in contravention of the Wage Parity Act.

9. Based on the foregoing, including Edison and Preferred and the Former Operators’ failure to provide the Total Compensation required under the Wage Parity Act and unreasonable expenditures for medical stop-loss insurance subject to reinsurance arrangements that resulted in the receipt of dividends by entities and/or individuals related to Edison and Preferred and/or the

Former Operators that were not actual benefits to home care aides under the circumstances, the Attorney General has concluded that Edison, Preferred, and the Former Operators engaged in persistent and repeated illegality in violation of Executive Law § 63(12) and the Wage Parity Act.

10. To resolve the OAG's investigation without the necessity of prolonged and expensive litigation and in exchange for the consideration provided herein, Edison, Preferred and the Former Operators have agreed to enter into this AOD. As regards the allegations in Paragraphs 6-8, the OAG, Edison, Preferred, and the Former Operators acknowledge and agree that this AOD does not constitute an adjudication by a Court, agency, or any other adjudicatory body.

11. 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 to resolve the investigation for the Relevant Period discussed herein in full 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 OAG, Edison, Preferred, and the Former Operators:

RELIEF

Entities Bound By the AOD

12. This AOD binds Edison and Preferred, as well as their current principals, directors, beneficial owners, officers, shareholders, and each company's successors, and assigns ("Current Owners"). For avoidance of doubt, the Former Operators are not Current Owners. This AOD binds the Former Operators only to the extent expressly provided herein.

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

13. Edison and Preferred 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 Wage Parity Act, the FLSA, and the NYLL, and their attendant regulations. Edison and Preferred agree and acknowledge that any violation of such laws during the Effective Period is a violation of this AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in Paragraph 11, in addition to any other appropriate investigation, action, or proceeding.

14. Edison and Preferred agree 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.

15. Edison and Preferred agree 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

16. Edison and Preferred will begin to implement the relief described in paragraphs 17 to 19 below within 60 days of the full execution of this AOD (the “Effective Date”) and continue to implement the relief for three years from the Effective Date (the “Effective Period”).

17. Edison and Preferred agree to revise their policies and practices for Wage Parity Act compliance, if they have not already, including, but not limited to:

- a. Reviewing their compensation packages and modifying them, 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 they provide, including notice of the benefits they claim as compensation under the Wage Parity Act regardless of whether Edison, Preferred, or a third party administer the benefits and the cost per hour of the compensation/benefits to comprise the wage parity amount due;
- d. If Edison and/or Preferred elect to satisfy any portion of their Wage Parity Act obligations by providing paid time off to their home care aides, Edison and/or Preferred will retain contemporaneous records of policies, accruals, usages, and payments provided to such home care aides for the duration of this AOD and will provide them to the OAG upon request; and
- e. Training coordinators and personnel in their Human Resources and Payroll Departments on Wage Parity Act compliance and ensuring that these individuals are familiar with the benefits that Edison and Preferred claim as covered compensation under the WPA and are able to provide guidance to aides on how to access information about those benefits.

Edison and Preferred will submit the proposed notice to aides as described in Paragraph 17(c) to the OAG within 60 days of the Effective Date. OAG will review this proposed notice within 90 days of the Effective Date and Edison and Preferred will incorporate any revisions requested by

OAG within 120 days of the Effective Date. Edison and Preferred will also submit proposed written policies regarding the requirements set forth in subparagraphs a-b and d-e, incorporating information contained in the revised Paragraph 17(c) notice where applicable, to the OAG within 120 days of the Effective Date. OAG will review these additional policies within 150 days of the Effective Date and Edison and Preferred will incorporate any revisions requested by OAG within 180 days of the Effective Date. OAG and Edison and Preferred will work together in good faith to finalize all materials. All policies provided pursuant to Paragraph 17 must be approved by the OAG prior to implementation and training (“OAG Approval”), which will be provided within 210 days of the Effective Date.

18. Edison and Preferred will disseminate the written policies set forth in Paragraph 17 within 60 days of OAG Approval. Dissemination shall include (1) sending the policies to current Edison and Preferred aides via e-mail; (2) notifying aides by text message that new policies have been issued and will be distributed by regular mail and e-mail (where aides have cell phones and have consented to receive texts from Edison or Preferred); (3) sending the policies to current Edison and Preferred aides by mail to the most recent mailing address on file; (4) incorporating them into Edison’s and Preferred’s employee handbooks; (5) distributing paper copies of the policies during the trainings described in Paragraph 19, at orientation, and at one in-service training annually; and (6) delivering the policies to coordinators and personnel in the Human Resources and Payroll Departments via hand-delivery, e-mail, and/or by mail. The written policies must be disseminated in English, Spanish, Russian, Creole, Cantonese, Mandarin, and, if reasonably requested, in the language designated by the covered employee as his/her primary language in the employee’s Notice & Acknowledgement of Pay Rate & Payday Form (LS 62).

19. Edison and Preferred will conduct trainings based on the materials set forth in Paragraph 17 for Wage Parity-covered aides, and for the coordinators, and personnel in the Human Resources and Payroll Departments, which will commence for new and existing employees within 60 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 Edison and/or Preferred, including the benefits they claim as compensation under the WPA. For employees whose primary language is not specified in Paragraph 18 and who reasonably request, Edison and/or Preferred will provide them translation services or a separate training in the applicable language. Thereafter, Edison and Preferred will include information relating to the compensation they provide to comply with the WPA, including benefits they claim as compensation under the WPA, in their orientation of eligible home health aide employees as well as for home health aide coordinators, human resources personnel, and payroll personnel, at the beginning of their employment and at one in-service training annually.

Monetary Payment and Settlement Distribution

Payments to OAG

20. Edison, Preferred and the Former Operators together agree they will pay \$7,500,000 (seven million five hundred thousand dollars) in resolution of the OAG's investigation (the "Monetary Relief Amount"), which will be paid to the Settlement Administrator within five days of the Effective Date and will be used for distribution as wage restitution to current and former employees for violations of the Wage Parity Act from March 1, 2012, through April 30, 2020.

21. Edison, Preferred and the Former Operators also agree they will pay \$75,000 (seventy-five thousand) to the Settlement Administrator within five days of the Effective Date to cover the costs related to retaining a settlement administrator and distribution of the Monetary

Relief Amount. No funds shall be returned to Edison or Preferred or the Former Operators if the Settlement Administrator costs are less than \$75,000, and any remaining funds will be added to the Monetary Relief Amount for distribution to aides.

22. Edison, Preferred and the Former Operators will provide proof of payment to the New York State Attorney General's Office on the same day the payments provided for in Paragraphs 20 and 21 are made to the Settlement Administrator to the attention of:

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

Fiona J. Kaye
Section Chief, Civil Enforcement
Labor Bureau
28 Liberty Street, 15th Floor
New York, New York 10005
Fiona.Kaye@ag.ny.gov

The payment and all correspondence related to this AOD must reference "AOD No. 24-074."

Settlement Distribution

23. This section of the AOD applies to the distribution of the Monetary Relief Amount:
24. 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, Settlement Payment, 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. To the extent that one party shares the Distribution List with another party, or the Settlement Administrator through

electronic delivery, it must do so pursuant to a secured electronic delivery platform for sharing files containing personal information.

- b. "Eligible Employee" 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 and/or interest-bearing escrow account established by the Settlement Administrator into which the Monetary Relief Amount will be deposited before or 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 Simpluris, Inc. 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.

25. For each Settlement Payment to an individual on the Distribution List, the Settlement Administrator shall provide Edison and Preferred (through a secured electronic delivery platform for sharing files containing personal information) 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 Edison and Preferred and the Former Operators shall pay, separately and in addition to the Monetary 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 the 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.

26. The Settlement Administrator shall deposit the Monetary Relief Amount into the QSF within 24 hours of receipt.

27. 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.

28. The OAG has the sole discretion to determine when distributions will occur.

29. 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. No amount shall revert to Edison or Preferred or any of the Former Operators.

30. Edison and Preferred agree to provide reasonable cooperation necessary for the Settlement Administrator or OAG 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. Edison and Preferred will also provide to current employees any information related to the factual details of the settlement as OAG may request provided that Edison and Preferred may object to any such request and, if so, the parties will work together in good faith to agree on a compromise communication.

31. This AOD will expire three (3) years following the Effective Date, except that the OAG may, in its sole discretion, extend the AOD term for up to three (3) additional years as to Edison or Preferred upon a determination that Edison and/or Preferred have not complied with this AOD and such non-compliance has not been cured pursuant to Paragraph 36, and as to the Former Operators upon a determination that Paragraphs 20-22 have not been complied with and such non-compliance has not been cured pursuant to Paragraph 36.

Monitoring and Oversight

32. Periodic Compliance Reports: Edison and Preferred shall provide to the OAG a report detailing their compliance with the requirements set forth in this AOD, Paragraphs 16 to 19 (Programmatic Relief), within 180 days of OAG Approval per Paragraph 17. 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 Edison and Preferred.

33. Thereafter, a report of compliance shall be submitted to the OAG every six months during the Effective Period detailing how Edison and Preferred have met their Wage Parity obligations for the previous six-month period (period commencing 12 months before the report through six months before the report). Along with each semi-annual report required under this Paragraph, Edison and Preferred shall submit the following supporting documents to the OAG:

- a. 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 or overtime hours; and the expenses incurred for each benefit Edison and Preferred claim as compensation under the Wage Parity Act for the applicable six-month period;

- b. A statement explaining the cost per hour of each benefit Edison and Preferred claim as compensation under the Wage Parity Act;
- c. Documents showing the cost per hour of each benefit Edison and Preferred claim 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. Payroll records reporting company totals for Wage Parity Act hours worked for the applicable six-month period, the wages paid for those hours, and, if Edison or Preferred choose to satisfy any portion of their Wage Parity Act obligations by providing paid time off, any paid time off accrued and used by aides, as well as any payouts for paid time off;
- e. Documents reflecting Edison and Preferred's paid time off policies, including any paid sick leave and paid vacation policies; and
- f. Documents sufficient to verify amounts paid by Edison and/or Preferred for any benefits that Edison and/or Preferred claim as compensation under the Wage Parity Act, including but not limited to, any health, transit, and 401(k) benefits provided. Examples of such verification documents include copies of cancelled checks, wire transfers, bank account statements and invoices.
- g. In addition to the materials submitted pursuant to subparagraphs a through f, Edison and Preferred shall submit to the OAG when it becomes due to the Managed Long Term Care Plans ("MLTCPs") with which they contract, 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. After Edison and Preferred's first submission of materials to the OAG pursuant to Paragraph 33(g), to the extent such information submitted in accordance with N.Y. Pub. Health Law § 3614-c(6) satisfies the periodic disclosure requirement set forth in Sections 33(a) -- (f), Edison and Preferred may submit these materials when they become due to the MLTCPs in lieu of those materials described in those paragraphs.

34. Periodic Certification of Compliance: Edison and Preferred shall provide the OAG with a certification affirming its compliance with the requirements set forth in Paragraphs 16 to 19 (Programmatic Relief) within 180 days of OAG Approval per Paragraph 17. This certification shall be in writing and signed by Edison and Preferred. 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 32 and 33, through the Effective Period.

35. Compliance Reports or Certification of Compliance on Demand: At any time through the Effective Period of this AOD, upon 30 days' written notice from the OAG, Edison and Preferred shall provide the OAG with a compliance report or certification affirming their compliance with the requirements set forth in this AOD, Paragraphs 16 to 19 (Programmatic Relief).

36. Edison, Preferred, and the Former Operators expressly agree and acknowledge that a default in the performance of their respective obligations under this AOD during the Effective Period is a violation of the AOD, and that the OAG only after such default occurs and remains uncured pursuant to the last sentence of this paragraph may commence the civil action or proceeding contemplated in Paragraph 11 as to the respective defaulting party, or commence

another formal investigation, litigation, or seek any additional injunctive or monetary relief, damages, restitution or penalties relating to the Matter covered by the OAG investigation covering the Relevant Period, 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 by Edison, Preferred, and/or the Former Operators in the performance of any of their respective obligations during the Effective Period, the OAG shall give the defaulting party 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 Edison, Preferred, and/or the Former Operators shall have 30 days to cure such default.

No Retaliation

37. Edison and Preferred 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. Edison and Preferred 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 New York Codes, Rules, and Regulations.

Ongoing Cooperation

38. Edison and Preferred agree to provide reasonable cooperation with all ongoing requests by the OAG for information related to this investigation and to ensure compliance with this AOD. Edison and Preferred also agree to provide reasonable cooperation with the OAG's investigations of individuals and entities that are not a party to this AOD. Upon reasonable notice,

Edison and Preferred shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their reasonable 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. Edison and Preferred further agree that the OAG shall have full access to the contact information of their employees to reach them through mail, telephone, or electronic means. Notwithstanding Paragraphs 16 and 31 of this AOD, Edison and Preferred's obligations under this Paragraph 38 shall remain in effect for six (6) years from the Effective Date. 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.

Penalty for Non-Compliance

39. If an OAG inspection shows a material violation of Paragraphs 16 to 19 (Programmatic Relief) of this AOD, Edison and/or Preferred, as applicable, agrees to pay \$15,000 in liquidated damages for each category of violation (each as set forth in Paragraphs 16 to 19 respectively), 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 54, effective the date e-mail notice is sent, after which Edison and/or Preferred shall have 30 days to cure the violation.

MISCELLANEOUS

Representations and Warranties

40. The OAG has agreed to the terms of this AOD based on, among other things, the representations made to the OAG by Edison, Preferred, and the Former Operators, and the OAG's own factual investigation as set forth in Paragraphs 1 through 11 above. Edison, Preferred, and the Former Operators 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 Edison, Preferred, or the Former Operators, or their counsel are later found to be inaccurate or misleading, this AOD is voidable by the OAG in its sole discretion.

41. No representation, inducement, promise, understanding, condition, or warranty not set forth in this AOD have been made or relied upon by Edison and/or Preferred or the Former Operators in agreeing to this AOD.

42. Edison, Preferred, and the Former Operators 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

43. Any failure by the OAG to insist upon the strict performance by Edison, Preferred, and/or the Former Operators 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 Edison, Preferred, and/or the Former Operators.

Subsequent Proceedings

44. Edison, Preferred, and the Former Operators expressly agree and acknowledge 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 (except those delineated in Paragraphs 13-14), or if the AOD is voided pursuant to Paragraph 40, 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 Edison, Preferred, and/or the Former Operators 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 Edison, Preferred, and the Former Operators irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue.

45. If a court of competent jurisdiction determines that Edison, Preferred and/or the Former Operators have violated the AOD, the applicable party 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

46. Unless a term limit for compliance is otherwise specified within this AOD, Edison's and Preferred's, and the Former Operators' obligations under this AOD are enduring. Nothing in

this AOD shall relieve Edison, Preferred, or the Former Operators of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

47. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Edison, Preferred, and/or the Former Operators violate the AOD after the Effective Date.

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

49. 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.

50. Edison and Preferred acknowledge that they have entered this AOD freely and voluntarily and upon due deliberation with the advice of counsel.

51. The Former Operators acknowledge that they have entered this AOD freely and voluntarily and upon due deliberation with the advice of counsel.

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

53. 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.

54. 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 Edison, Preferred, or the Former Operators to the Attorney General:

New York State Office of the Attorney General
Kristen Julie Ferguson, Assistant Attorney General

Labor Bureau
28 Liberty Street, 15th Floor
New York, New York 10005

With a copy to:

Fiona J. Kaye, Section Chief, Civil Enforcement
Labor Bureau
28 Liberty Street, 15th Floor
New York, New York 10005

Or

Kristen.Ferguson@ag.ny.gov

With a copy to:

Fiona.Kaye@ag.ny.gov

From the Attorney General to Edison:

Eli Nojovitz, COO
Edison Home Care
946 McDonald Avenue
Brooklyn, NY 11218

With a copy to:

Peter Godfrey and Reetuparna Dutta
Hodgson Russ LLP
605 Third Ave, 23rd Floor
New York, NY 10158
Telephone: (212) 751-4300
pgodfrey@hodgsonruss.com
rdutta@hodgsonruss.com

and a copy to:

Compliance@helppathome.com;
Legal@helppathome.com; and
enojovitz@edisonhhc.com

From the Attorney General to Preferred:

Lennie Trainer, CFO
Assistcare Home Health Services, LLC d/b/a Preferred Home Health Care of New York
LLC

2357 60th Street
Brooklyn, NY 11204

With a copy to:

Peter Godfrey and Reetuparna Dutta
Hodgson Russ LLP
605 Third Ave, 23rd Floor
New York, NY 10158
Telephone: (212) 751-4300
pgodfrey@hodgsonruss.com
rdutta@hodgsonruss.com

and a copy to:

Compliance@helppathome.com;
Legal@helppathome.com; and
ltrainer@helppathome.com

From the Attorney General to Samuel Weiss, Shumel Weiss, Elliot Segel, and Aryeh Chaim Blumstein:

Uriel Rosenwasser
Telephone: (917) 584 3162
urosenwasser@aawcapital.com

with a copy to:

Evan Miller and Rebecca Martin
Jones Day
250 Vesey Street
New York, NY 10281
Telephone: (212) 326-3939
emiller@jonesday.com
rmartin@jonesday.com

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

55. 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 September ____, 2024.

LETITIA JAMES

Attorney General of the State of New York

By: _____

Kristen Julie Ferguson
Assistant Attorney General
Labor Bureau
28 Liberty Street, 15th Floor
New York, New York 10005
Phone: (212) 416-8603

Dated: September 30, 2024

**NAE EDISON LLC, DBA EDISON
HOME HEALTH CARE**

By: _____

Name: Eli Abjevit

Chief Marketing Officer
Title

9/10/24
Date

**ASSISTCARE HOME HEALTH
SERVICES, LLC, DBA PREFERRED
HOME CARE OF NEW YORK**

By: _____

Name: _____

Title

Date

LETITIA JAMES

Attorney General of the State of New York

By:

Kristen Julie Ferguson
Assistant Attorney General
Labor Bureau
28 Liberty Street, 15th Floor
New York, New York 10005
Phone: (212) 416-8603

Dated: September ____, 2024

**NAE EDISON LLC, DBA EDISON
HOME HEALTH CARE**

By:


Name:

Title

Date

**ASSISTCARE HOME HEALTH
SERVICES, LLC, DBA PREFERRED
HOME CARE OF NEW YORK**

By:


Name:
CFO FOR ASSISTCARE HOME HEALTH SERVICES, LLC
DBA PREFERRED HOME CARE OF NEW YORK

Title

9/10/24
Date

FORMER OPERATORS

DATED: _____ BY: _____
Samuel Weiss

DATED: _____ BY: _____
Shumel Weiss

DATED: _____ BY: _____
Elliot Segel

DATED: _____ BY: _____
Aryeh Chaim Blumstein

FORMER OPERATORS

DATED: _____ BY: _____
Samuel Weiss

DATED: _____ BY: _____
Samuel Weiss

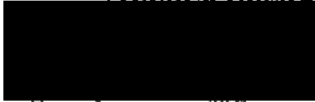
DATED: 9/10/24 BY: _____
Elliot Segel

DATED: _____ BY: _____
Aryeh Chaim Blumstein

FORMER OPERATORS

DATED: _____

BY: _____



Samuel Weiss

DATED: _____

BY: _____



Shumel Weiss

DATED: _____

BY: _____

Elliot Segel

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