

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
CONSUMER FRAUDS AND PROTECTION BUREAU

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In the Matter of

Assurance No. 25-010

**Investigation by LETITIA JAMES,  
Attorney General of the State of New York, of**

Lab Worq LLC and Pavel Zaichenko,

Respondents.

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**ASSURANCE OF DISCONTINUANCE**

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to New York Executive Law § 63(12) and New York General Business Law §§ 349 and 350 into the advertising and business practices of Lab Worq LLC (“Lab Worq”) and Pavel Zaichenko (collectively, the “Respondents”). This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation and the relief agreed to by the OAG and Respondents (collectively, the “Parties”).

**OAG’s FINDINGS**

1. Lab Worq is a New York domestic limited liability company with a principal place of business at 455 Graham Avenue, Brooklyn, NY 11222.
2. Pavel Zaichenko is the President and equity owner of Lab Worq.
3. Between approximately August 18, 2021 and April 3, 2023, Lab Worq offered medical tests for the novel coronavirus Covid-19 to New York consumers. Lab Worq’s business model was to collect specimens for testing from New York consumers seeking to be tested for Covid-19, deliver the specimens to a medical laboratory with which it had contracted to test the

specimens for Covid-19, and relay the test result to the consumer. The laboratories with which Lab Worq contracted performed the medical tests to determine if the specimens were positive for Covid-19 and billed consumers' insurance companies for the cost of the tests. Lab Worq was paid by the laboratories per specimen delivered for testing. Lab Worq collected specimens for testing at over 250 mobile testing sites throughout New York City.

4. Between November 1, 2021 and January 31, 2022, Lab Worq regularly advertised at its mobile testing sites and through its website and social media that Lab Worq provided Covid-19 test results within 24 hours of a consumer providing a test specimen, despite the fact that test results were not provided to consumers within 24 hours during this period.

5. For example, in the two weeks between December 10 and December 26, 2021, Lab Worq collected more than 94,000 specimens as consumers sought Covid tests in order to gather and travel for the holidays. The average time for Lab Worq to provide results during these two weeks was more than 80 hours from the time of collection.

6. In numerous instances during this period, Lab Worq also provided test results to New York consumers that included incorrect timestamps or other erroneous information.

7. The OAG finds that Respondents' acts and practices described above were in violation of New York Executive Law § 63(12) and New York General Business Law §§ 349 and 350.

8. Respondents neither admit nor deny the OAG's findings. Respondents have agreed to this Assurance in settlement of the violations described above and to avoid the time, expense, and distraction of litigation.

9. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to

Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of New York Executive Law § 63(12) and New York General Business Law §§ 349 and 350, based on the conduct described above between November 1, 2021 and January 31, 2022.

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

**RELIEF**

10. Injunctive Relief

- a. Respondents shall not engage, or attempt to engage, in conduct in violation of New York Executive Law § 63(12) and New York General Business Law §§ 349 and 350, and expressly agree and acknowledge that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 12, *supra*, in addition to any other appropriate investigation, action, or proceeding.
- b. Respondents shall not make any representations, including but not limited to statements made on any physical sign, website, or social media platform, that do not accurately represent the services provided by Lab Worq, including the length of time in which Lab Worq's test results are provided to consumers.

11. Monetary Relief

- a. *Monetary Relief Amount*: Respondents shall pay to the State of New York in total \$55,000 in penalties (the "Monetary Relief Amount").
- b. Payment of the Monetary Relief Amount shall be made in full within 7 business days of the effective date of this Assurance.

- c. Payments shall be made by wire transfer pursuant to instructions provided by the OAG to Respondents.

## **MISCELLANEOUS**

### Subsequent Proceedings

12. Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 19, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the OAG may use statements, documents, or other materials produced or provided by the Respondents prior to or after the effective date of this Assurance;
- 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; and
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

13. If a court of competent jurisdiction determines that Respondents have violated the Assurance, Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

### Effects of Assurance

14. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents. Respondents shall include any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

15. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

16. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this Assurance 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 of the provisions of this Assurance to be performed by the Respondents.

17. Acceptance of this Assurance by the OAG is not an approval or endorsement by OAG of any of Respondents' policies, practices, or procedures, and the Respondents shall make no representation to the contrary.

### Communications

18. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 25-010, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to the Respondents, to: Pavel Zaichenko, or in his/her absence, to the person holding the title of President or CEO of Lab Worq.

If to the OAG, to: Franklin Romeo, Assistant Attorney General, or in his/her absence, to the person holding the title of Bureau Chief, Consumer Frauds and Protection Bureau.

### Representations and Warranties

19. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by Respondents and the OAG's own factual investigation as set forth in Findings, paragraphs (1)-(9) above. Respondents represent and warrant that they have not made any material representations to the OAG that are inaccurate or misleading. If the OAG later finds that any material representations by Respondents were inaccurate or misleading, the OAG may in its sole discretion take action to void this Assurance.

20. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondents in agreeing to this Assurance.

21. Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondents further represent and warrant that Lab Worq LLC by Pavel Zaichenko, as the signatory to this AOD, is a duly authorized officer acting at its direction.

### General Principles

22. Nothing in this Agreement shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

23. Respondents agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis.

24. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Respondents violate the Assurance after its effective date.

25. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

26. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

27. Respondents acknowledge that they have entered into this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

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

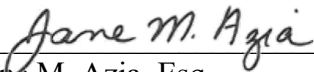
29. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.


30. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for

purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

31. The effective date of this Assurance shall be March 10, 2025.

LETITIA JAMES  
Attorney General of the State of New York  
28 Liberty Street  
New York, NY 10005

By:   
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Jane M. Azia, Esq.  
Bureau Chief  
Consumer Frauds and Protection Bureau

By:   
\_\_\_\_\_  
Franklin H. Romeo, Esq.  
Assistant Attorney General  
Consumer Frauds and Protection Bureau

LAB WORQ LLC

By:   
\_\_\_\_\_  
Pavel Zaichenko  
President and Chief Executive Officer