DEPARTMENT OF CONSUMER AFFAIRS
CITY OF NEW YORK

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NYC DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

-against-

A&N EMPLOYMENT AGENCY INC
99-21 63 ROAD REGO PARK NY 11374

Respondent-Licensee.

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SETTLEMENT AGREEMENT

Violation No. LL5152707

License No. 0991613

A&N EMPLOYMENT AGENCY INC, ("Respondent" or "Employment Agency") hereby consents to the terms of this Settlement Agreement ("Agreement") with the New York City Department of Consumer Affairs ("DCA" or "the Department") to settle violations.

1. Respondent acknowledges receipt of a letter from DCA giving Respondent notice ("Letter Notice") that it was in violation of New York City Administrative Code Sections 20-101 et seq. (the "License Enforcement Law") and 20-700 et seq. (the "Consumer Protection Law"), New York State General Business Law Section 170 et seq. ("Employment Agencies Law" or "General Business Law"), and Section 1-112 of Title 6 of the Rules of the City of New York ("Rules").

2. EMILY MEI is authorized to enter into this Agreement
(Name of person signing the Agreement)
on behalf of the Respondent.

3. Respondent shall comply fully with the License Enforcement Law, the Consumer Protection Law, the Employment Agencies Law and the Rules of the City of New York.

4. Respondent shall maintain a current license and shall obtain and/or maintain an Employment Agency Manager license as required by Sections 172 and 173 of the General Business Law.

A. Definitions

5. For the purposes of this agreement, the following definitions apply:

a. "Clear and conspicuous" and "clearly and conspicuously" mean that the statement, representation, or term is so presented as to be easily readable, readily apparent, and understood by the audience to whom it is addressed. Factors to be

considered for this purpose include, but are not limited to, clarity of language, relative type size, font, color contrast, location within an advertisement or other documents, and proximity to the statement or representation to which it applies.

b. "Job applicant" means a person who is seeking employment placement by Respondent, whether permanent or temporary.

c. "Advertisement" or "advertisements" mean all promotional materials, statements, visual descriptions, or other representations of any kind disseminated in print, orally, or electronically by or on behalf of Respondent to New York City consumers including, but not limited to, mailings, flyers, hand-outs, brochures, print advertisements, television advertisements, internet advertisements, and radio advertisements.

B. Documents Generally

6. Respondent shall state clearly and conspicuously the name, address, telephone number, and license number of the Employment Agency on every document, form, or publication it provides to the job applicant or requires the job applicant to complete including, but not limited to, any application, contract or receipt used by the Employment Agency.

7. Respondent shall complete all documents and forms requiring a job applicant's signature fully, completely, and accurately in the job applicant's presence.

8. Respondent shall not ask job applicants to sign blank, incomplete, or partially incomplete forms or documents.

9. Respondent shall not alter completed forms after they have been signed by the job applicant without the job applicant's written consent.

10. Respondent shall provide to the job applicant a copy of all completed forms and documents and any other paperwork related to the services offered by Respondent at the time of the transaction.

11. Respondent shall issue all documents and forms including, but not limited to, applications, contracts and receipts, in English, Spanish, and in every language in which Respondent advertises and/or interacts with job applicants over the telephone, via email, and/or in person.

C. Application Forms

12. Respondent shall write the word "Application" clearly and conspicuously at the top of all forms used as applications.

13. Respondent shall write the full name of the job applicant on the application form.

14. Respondent shall state on the application form the type of work it shall seek for or on behalf of job applicants.

15. Respondent shall not request information from any job applicant that is unrelated to the performance of the job he or she is seeking and/or is forbidden by New York City Administrative Code Section 8-101 et seq. ("the New York City Human Rights Law"). Specifically, Respondent shall not ask job applicants for information concerning:

a. Race, color, religious beliefs, age, national origin, alienage or citizenship status, gender (including gender identity and sexual harassment), sexual orientation, disability, marital status, partnership status, arrest or conviction record, or status as a victim of domestic violence, stalking, or sex offenses;

b. Number and/or age of children;

c. Height or weight, unless a job applicant is seeking employment as a fashion model or as an arts performer;

d. HIV/AIDS status or any other disease or disability; and/or

e. Possession of a drivers license, unless driving is among the duties of the job that is sought by the applicant.

16. Respondent shall state clearly and conspicuously at the top of the application form or above the signature line, if any, in fourteen (14) point bold, non-compressed type face:

> IMPORTANT: It is against the law for the employment agency to charge a registration or application fee. The agency can only collect a deposit if you are applying for certain types of jobs. YOU ARE ENTITLED TO A REFUND. IF A REFUND IS NOT MADE WITHIN SEVEN (7) DAYS OR YOU HAVE A COMPLAINT OR NEED MORE INFORMATION, CALL 3-1-1.

D. Contracts

17. Respondent shall provide every job applicant with a written contract that complies with Section 181 of the General Business Law and is substantially similar to the DCA "Model Contract" (see "Model Contract," attached as Exhibit A). This contract shall:

a. Have the word "Contract" written clearly and conspicuously at the top;

b. State the full name of the job applicant;

c. State the full name and title of the individual executing the contract on behalf of the Employment Agency;

d. State clearly and conspicuously the type of work the job applicant will perform and the job class as set forth in Sections 181 and 185 of the General Business Law;

e. Describe with specificity the services that the Employment Agency will provide to the job applicant under the agreement;

f. Set forth the amount, purpose and type of any fee or other charge the Employment Agency collects from the job applicant at the time the parties enter into the contract or in the future, including but not limited to, fees that may be charged if the job applicant fails to appear for work or is terminated;

g. Set forth the payment schedule and form of fee payment charged by the Employment Agency; and

h. Include a copy of the provisions of Sections 185 and 186 of the General Business Law.

18. The contract shall be an individual document that is separate from any other document given to a job applicant.

19. The contract shall have a space for the job applicant and the individual executing the contract on behalf of the Employment Agency to sign and date the document.

20. Respondent shall place directly above the space reserved in the contract for the signature of the job applicant, in at least 14-point bold, uncompressed face type or larger, a notice stating:

> NOTICE TO JOB APPLICANT -- READ BEFORE SIGNING
> Do not sign this contract before you have read it or if any spaces are left blank. The employment agency must give you a signed copy of this contract at the time you sign it.
>
> IMPORTANT: It is against the law for the employment agency to charge a registration or application fee. The agency can only collect a deposit if you are applying for certain types of jobs. YOU ARE ENTITLED TO A REFUND. IF A REFUND IS NOT MADE WITHIN SEVEN (7) DAYS OR YOU HAVE A COMPLAINT OR NEED MORE INFORMATION, CALL 3-1-1.

E. Receipts

21. Respondent shall provide job applicants with a written receipt for every deposit, fee or other charge it collects. The receipt shall comply with Section 181 of the General Business Law.

22. The receipt shall be substantially similar to the DCA "Model Receipt" (see "Model Receipt," attached as Exhibit B). It shall:

a. Have the word "Receipt" written clearly and conspicuously at the top;

b. State the full name of the job applicant;

c. State the nature or purpose and sum of the deposit, fee, or other charge, as required by Section 181 of the General Business Law;

d. State the date that the Employment Agency collected the deposit, fee, or other charge;

e. Contain a written confirmation that any and all fees that the Employment Agency requires job applicants to pay are consistent with the law; and

f. Include the signature, printed name, and title of the person receiving the deposit, fee, or other charge on behalf of the Employment Agency.

23. The receipt shall be an individual document that is separate from any other document given to a job applicant.

24. Respondent shall state clearly and conspicuously on the receipt, in at least, 14-point bold, uncompressed face type or larger:

> It is against the law for the employment agency to charge a registration or application fee. The agency can only collect a deposit if you are applying for certain types of jobs. YOU ARE ENTITLED TO A REFUND. IF A REFUND IS NOT MADE WITHIN SEVEN (7) DAYS OR YOU HAVE A COMPLAINT OR NEED MORE INFORMATION, CALL 3-1-1.

F. Statement of Employee Rights regarding Employment Agencies

25. Respondent shall give to job applicants who are seeking positions as domestic workers or household workers, free of charge, a legible copy of the DCA "Domestic or Household Employees: Statement of Employee Rights and Employer Responsibilities" prior to any discussion with the job applicant (attached as Exhibit C).

G. Limitations of Fees

26. Respondent shall not collect registration or application fees from any job applicant.

27. Respondent shall collect an advance fee or deposit only from job applicants who are seeking positions as domestic workers, household workers, manual workers, agricultural workers, skilled industrial workers, or mechanics, as defined by Section 185 of the General Business Law.

28. Respondent shall credit any advance fee or deposit to the job applicant's total fee or payment.

29. Respondent shall not charge job applicants a fee that exceeds the maximum limits set forth by Section 185 of the General Business Law.

30. Respondent shall not require job applicants to purchase any additional or incidental services or products including, but not limited to, photographs, training courses, or subscriptions to manuals.

31. Respondent shall maintain at the premises of the Employment Agency a log book of all fees, deposits and other monies charged or collected (collectively "payments"). Each entry in the log book shall include the name of the job applicant, the amount of the payment, the date the payment is received, the purpose of the payment, the date the job applicant is placed in a job, if any, and the date the payment is refunded, if any. Respondent shall make this log book available for inspection at the offices of the Department or at the Employment Agency's place of business during business hours.

H. Job Referrals and Placements

32. Respondent shall only send or refer job applicants to legitimate job listings. To qualify as a legitimate job listing, the following conditions must be met:

a. The job listing must be obtained from a representative of the employer and reflect an actual job opening;

b. The Employment Agency must notify a representative of the employer that the job listing will be made available to applicants by the Employment Agency; and

c. The job listing must be current. To qualify as a current job listing, the Employment Agency shall contact the employer and verify the availability of the job no less than once every seven (7) days.

33. Respondent shall, in addition to the requirements of Section 181(2) of the General Business Law, obtain the following information from a prospective employer and provide it to the job applicant prior to signing a contract for placement:

a. The hours per week that the job applicant is expected to work;

b. Whether the job applicant will work during the day or during the night;

c. Whether the job applicant will be paid on a weekly, bi-weekly, or monthly basis; and

d. Whether the job involves any health and/or safety risks and what steps may be taken to prevent or control those risks.

I. Refunds

34. Respondent shall make any refund required under the General Business Law to a job applicant within seven (7) days after a job applicant requests a refund, regardless of whether the job applicant requests the refund orally or in writing.

35. Respondent shall refund any deposit or fee if the job applicant is not placed in a job within 45 days of the date that the contract is signed. Where possible, the refund shall be made in the same form as the payment. This provision shall not limit in any way a job applicant's rights under Section 186 of the General Business Law.

J. Signage

36. Respondent shall display conspicuously in the main room of its place of business, a poster provided by the Department ("DCA poster") in place of the law card required by Section 188 of the General Business Law. The Department shall provide the poster to Respondent at the mandatory training session (see Section L, below).

37. The DCA poster shall set forth:

a. Section 185 and Section 186 of the General Business Law;

b. Licensee information required by Section 1-03 of the Rules; and

c. Consumer Tips.

38. Respondent shall duplicate and display in the main room of its place of business, the DCA poster in English, Spanish and every language in which the Employment Agency advertises and/or interacts with job applicants over the telephone, via email, and/or in person.

K. Advertising

39. Respondent shall not advertise in a manner that has the capacity, tendency, or effect of deceiving or misleading a person seeking employment with regard to the services provided by the Employment Agency.

40. Respondent shall advertise only legitimate job listings as defined in this Agreement.

41. Respondent shall not express, directly or indirectly, in any advertisement or other publication any limitation, specification, or discrimination that is unrelated to the performance of the job being publicized in violation of the New York City Human Rights Law.

42. Respondent shall comply with Section 5-09 of the Rules by disclosing clearly and conspicuously all material conditions, exclusions, and limitations in immediate proximity to the services or jobs advertised, including whether job applicants must pay fees.

43. Respondent shall state its license number and the requirements of paragraph 6 in every advertisement or other publication.

44. Respondent shall maintain, on-site, for the Department's inspection, a copy all advertisements for one year from the date the advertisement is published or otherwise disseminated.

L. Training

45. At least one principal and/or manager of Respondent shall attend a training for approximately one hour conducted by the Department at 2 Washington Street, Room 1980, New York, NY 10004, on one of the following dates:

a. Wednesday, January 30, 2008 at 12:30 p.m.; or

b. Wednesday, February 6, 2008 at 12:30 p.m.; or

c. Wednesday, February 13, 2008 at 12:30 p.m.

46. Respondent agrees that the Department may contact Respondent directly, regardless of whether Respondent is represented by counsel, to coordinate attendance at the training mentioned in the preceding paragraph.

47. Respondent shall provide all Employment Agency Managers, as defined by Sections 172 and 173 of the General Business Law, with a copy of this Agreement and shall ensure that all Employment Agency Managers are familiar with and in compliance with the Licensing Manual (containing provisions of the Employment Agencies Law) and this Agreement.

48. If Respondent has two or fewer employees, Respondent shall ensure that all employees are familiar with and in compliance with the Licensing Manual (containing provisions of the Employment Agencies Law) and this Agreement. If Respondent has three or more employees, Respondent shall conduct an annual training to ensure that all employees are familiar with and in compliance with the Licensing Manual and this Agreement.

49. Respondent shall ensure that all employees are familiar with and in compliance with the duty to respond to consumer complaints and any request for information from the Department in a timely fashion.

50. Respondent shall train and require all employees to disclose clearly on the telephone, the name of Respondent, as licensed by the Department, prior to any discussion with the job applicant.

51. Respondent shall train all new employees on the requirements of the Employment Agencies Law and this Agreement within 2 days of the employees' start date.

M. Identity Theft

52. Respondent shall dispose of records containing personal identifying information such as social security numbers, driver's license numbers, non-driver identification card numbers, mother's maiden name, financial services account numbers or codes, savings account numbers or codes, checking account numbers or codes, debit card numbers or codes, automated teller machine numbers or codes, electronic serial numbers, and/or personal identification numbers by:

a. Shredding the records before disposal;

b. Destroying the personal identifying information contained in the record; and/or

c. Modifying the record to make the personal identifying information unreadable.

53. Respondent shall immediately notify the Department and the police of any breach of security or unauthorized possession of personal identifying information that compromises the security, confidentiality, or integrity of such information.

N. Compliance

54. Respondent shall submit a revised application form (if any), Contract, and Receipt that is substantially similar to the Model Documents attached as Exhibit A and Exhibit B, and complies with all relevant provisions of the law and this Agreement to the Department on or before thirty (30) days from the date of execution of this Agreement. The Department's receipt of such documents does not constitute approval of these documents, nor does it preclude the Department from taking action against Respondent with regard to non-compliant documents.

55. Respondent shall use the revised application form (if any), Contract, and Receipt for every transaction with a New York City consumer that takes place after thirty (30) days from the date of execution of this Agreement.

56. Respondent shall provide to the Department the name and title of the person responsible for ensuring compliance with this Agreement on or before thirty (30) days from the date of execution of this Agreement. Such person shall:

a. Have the authority to settle complaints made to the Department;

b. Attend the training described in Paragraph 45 of this Agreement; and

c. Maintain a copy of this Agreement at his or her place of work at all times.

57. Respondent shall submit to the Department all telephone numbers listed in its advertisements on or before thirty (30) days from the date of execution of this Agreement. For

two years from the date of the execution of this Agreement, Respondent shall submit in writing any other telephone number it lists in an advertisement within fifteen days of publication of the advertisement.

58. Respondents shall maintain for inspection by the Department files of all consumer complaints it receives from any state or local agency, including the Department, in a manner that is organized and readily accessible.

59. Respondent shall make all possible efforts in good faith to resolve all consumer complaints filed with the Department within twenty (20) days of receipt of copies of said complaints, but in all instances, it shall respond in writing to the Department regarding such consumer complaints within twenty (20) days of receipt of any complaints as required by Section 1-13 of the Rules.

60. Nothing in this Agreement shall be deemed to waive the Department's right to enforce the License Enforcement Law, the Consumer Protection law, the Employment Agencies Law, and the Rules for claims arising from individual consumer complaints and/or violations that do not arise from any documents the Employment Agency submitted or failed to submit in response to the Department's requests dated May 24, 2007 and June 12, 2007.

O. Miscellaneous

61. Respondent shall not have a financial or economic interest in a corporation or employer with whom job applicants are placed. Respondent shall not divide a fee received from a job applicant with an employer or any member of an employer's staff.

62. The Department agrees that by executing this Agreement, the Department waives the right to bring charges against Respondent for any violations of the Licensing Law, the Employment Agencies Law, the Consumer Protection Law, and the Rules arising out of any documents the Employment Agency submitted or failed to submit in response to the Department's requests dated May 24, 2007 and June 12, 2007. Respondent waives the right to a hearing on, or appeal of, any violations of the Licensing Law, the Employment Agencies Law, the Consumer Protection Law, and the Rules arising out of any documents Respondent submitted or failed to submit in response to the Department's requests dated May 24, 2007 and June 12, 2007.

63. This agreement does not resolve any consumer complaints filed against Respondent.

64. Respondent shall provide to the Department by January 14, 2008, a bank check, certified check, or money order for $500.00 made payable to "the NYC Department of Consumer Affairs."

65. Respondent understands that the Department may bring charges against Respondent for any violations arising out of any documents Respondent submitted or failed to submit in response to the Department's requests dated May 24, 2007 and June 12, 2007, unless

this Agreement has been fully executed and the settlement amount is paid in full as set forth in the preceding paragraph.

66. Respondent acknowledges that any material breach of a provision of this Agreement by Respondent or its agents shall, if proven: (i) be deemed grounds for automatic revocation of Respondent's license; (ii) be assessed at the maximum penalties allowed by law pursuant to the License Enforcement Law, the Consumer Protection Law, the Employment Agencies Law, and the Rules; and (iii) be deemed proof that any person with an equity interest of 10 percent or more, or significant managerial responsibility for the operation of Respondent's business, is not possessed of the integrity, honesty, and fair dealing required of persons who hold a license issued by the Department.

67. This Agreement shall constitute the final disposition of the above captioned matter only if both copies of the Agreement are fully executed, Respondent registers for the mandatory training session, and the settlement amount is received by the Department by January 14, 2008.

Agreed to for Respondent

AeN Employment Agency

(Print Name of Employment Agency)

By: EMILY MEI

(Print Name of Person Signing Agreement)

Signature

2/13/08

Date

Accepted for Jonathan Mintz, Commissioner of Consumer Affairs for the City of New York by:

[redacted]

Staff Counsel

[redacted]

Signature

2/13/08

Date

0991613
License Number

Please remit payment and two signed copies of this Settlement Agreement to:

The New York City Department of Consumer Affairs
Research and Investigations Division
Attn: Yelena Bondarchuk
42 Broadway, 8th Floor, New York, New York 10004

EXHIBIT A

MODEL CONTRACT

EMPLOYMENT AGENCY INFORMATION

Name of Employment Agency _____

Telephone Number _____ License Number _____

Name of Agency Staff or Salesperson _____

Address _____

JOB APPLICANT INFORMATION

Name of Job Applicant _____

Telephone Number _____

Address _____

TYPE OF WORK AND FEES (CHECK ONLY ONE AND COMPLETE SECTION)

Agency can only charge a fee for job placement. This means the Agency can only charge you a fee after it gets you a job. Agency CANNOT charge a fee for: ♦ setting up interviews ♦ reviewing resumes ♦ photographs ♦ trainings and/or ♦ any services besides placing Applicant in a job.

☐ **Domestic/household work and unskilled/untrained manual work**
(Classes A, A*,A**, A*** depending on whether Agency recruited Applicant in another state or country)

- Agency can charge a deposit or advance fee (unless Applicant is recruited from Hawaii, Alaska, another country).
- By law, Agency must refund the deposit or advance fee if applicant is not placed in a job.
- If applicant is placed in a job, advance fees or deposits must be credited to the Applicant's fee.
  Advance fee or deposit paid? Yes _____ No _____
  - If Yes, amount of fee $_____

☐ **Trained or skilled industrial workers or mechanics (non-professional)** (Class A1)
Agency may charge a deposit or advance fee.

- Agency can charge a deposit or advance fee (unless Applicant is recruited from Hawaii, Alaska, another country).
- By law, Agency must refund the deposit or advance fee if applicant is not placed in a job.
- If Applicant is placed in a job, advance fees or deposits must be credited to the Applicant's fee.
  Advance fee or deposit paid? Yes _____ No _____
  - If Yes, amount of fee $_____

☐ **Theatrical** (e.g., actors, singers, models) (Class C)
By law, Agency cannot charge any deposit or advance fee.

☐ **Nursing** (Class D)
By law, Agency cannot charge any deposit or advance fee.

☐ **All other work**, including commercial, clerical, executive, administrative and professional employment and employment outside the continental United States (Class B)
By law, Agency cannot charge any deposit or advance fee.

FEES

FEE FOR JOB PLACEMENT

See attached Sections 185 and 186 for maximum fees Agency can charge by law.

☐ Check here if the fee will be paid by the employer.

☐ Flat Placement Fee Total Amount: $ _____

☐ Percent of Salary _____% of _____ Months or Weeks (circle one)

FEE PAYMENT SCHEDULE

The fee shall be paid:

☐ in ten equal weekly installments payable at the end of each of the first ten weeks.

☐ in five equal installments payable at the end of each of the first five pay periods.

☐ other _____

Note: By law, Agency cannot require applicant to pay the fee any faster. Any other payment plan must give Applicant MORE time to pay.

IMPORTANT TERMS AND REQUIREMENTS

RECEIPTS: Agency will provide Applicant with a separate, written receipt for every deposit, fee or other charge collected by it, advance or otherwise.

FEE AMOUNTS: The maximum fees that Agency can charge are limited by law depending on the job. Agency shall not charge fees inconsistent with Sections 185 and 185-a of the General Business Law. See attached fee schedule for more information.

REFUND OF FEES: Agency must RETURN IN FULL all fees, deposits or other payments within seven (7) days of Applicant's request for a refund if Agency has not placed Applicant in a job. If Applicant has been placed in a job, refund amounts shall be consistent with Section 186 of the General Business Law (attached).

FEE WHEN APPLICANT FAILS TO APPEAR FOR WORK OR IS TERMINATED: Agency shall not charge any fees inconsistent with Section 185 of the General Business Law in the event that the Applicant fails to report to work or is terminated, regardless of the circumstances.

STATEMENT OF APPLICANT'S RIGHTS: Agency will provide a Household or Domestic Applicant with a "Statement of Employee Rights".

LEGITIMATE EMPLOYMENT: Agency will only send Applicant to legitimate job listings obtained from the employer that reflects current job openings. Agency will contact the employer and verify the availability of the job before referring Applicant.

WORK CONDITIONS: Agency will provide the following information prior to placement: (1) the hours per week the job applicant is expected to work; (2) whether the job applicant will be paid on a weekly, bi-weekly, or monthly basis; and (3) whether there are any health and/or safety risks involved and what steps may be taken to prevent or control those risks.

Department of Consumer Affairs

EMPLOYMENT AGENCY LAW

§ 185. FEES

1. CIRCUMSTANCES PERMITTING FEE. An employment agency shall not charge or accept a fee or other consideration unless in accordance with the terms of a written contract with a job applicant, except for class "A" and "A-1" employment, and except after such agency has been responsible for referring such job applicant to an employer or such employer to a job applicant and where as a result thereof such job applicant has been employed by such employer. The maximum fees provided for herein for all types of placements or employment may be charged to the job applicant and a similar fee may be charged to the employer provided, however, that with regard to placements in class "B" employment, a fee of up to one and one-half times the fee charged to the job applicant may be charged to the employer. By agreement with an employment agency, the employer may voluntarily assume payment of the job applicant's fee. The fees charged to employers by any licensed person conducting an employment agency for rendering services in connection with, or for providing employment in classes "A", "A-1" and "B", as hereinafter defined in subdivision four of this section where the applicant is not charged a fee shall be determined by agreement between the employer and the employment agency. No fee shall be charged or accepted for the registration of applicants for employees or employment.

2. SIZE OF FEE; PAYMENT SCHEDULE. The gross fee charged to the job applicant and the gross fee charged to the employer each shall not exceed the amounts enumerated in the schedules set forth in this section, for any single employment or engagement, except as hereinabove provided; and such fees shall be subject to the provisions of section one hundred eighty-six of this article. Except as otherwise provided herein, an employment agency shall not require an applicant while employed in the continental United States, and paid weekly to pay any fee at a rate greater than in ten equal weekly installments each of which shall be payable at the end of each of the first ten weeks of employment, or if paid less frequently, in five equal installments, each of which shall be payable at the end of the first five pay periods following his employment, or within a period of ten weeks, whichever period is longer. An employer's fee shall be due and payable at the time the applicant begins employment, unless otherwise determined by agreement between the employer and the agency.

3. DEPOSITS, ADVANCE FEES. Notwithstanding any other provisions of this section, an employment agency may not require a deposit or advance fee from any applicant except an applicant for class "A" or class "A1" employment, and only to the extent of the maximum fees hereinafter provided. Such deposit or advance fee shall be offset against any fee charged or accepted when such employment is obtained. Any excess above the lawful fee shall be returned without demand therefor, immediately after the employment agency has been notified that such employment has been obtained; and all of such deposit or advance fee shall be returned immediately upon demand therefor, if at the time of the demand such employment has not been obtained.

4. TYPES OF EMPLOYMENT. For the purpose of placing a ceiling over the fees charged by persons conducting employment agencies, types of employment shall be classified as follows:

CLASS "A"—domestics, household employees, unskilled or untrained manual workers and laborers, including agricultural workers;

(See § 184 for requirements concerning out-of-state domestic workers.)

CLASS "A1"--non-professional trained or skilled industrial workers or mechanics;

CLASS "B"--commercial, clerical, executive, administrative and professional employment, all employment outside the continental United States, and all other employment not included in classes "A", "A1", "C" and "D";

CLASS "C"--theatrical engagements;

CLASS "D"--nursing engagements as defined in article one hundred thirty-nine of the education law.

5. FEE CEILING: For a placement in class "A" employment the gross fee, including the deposit if any, shall not exceed, in percentage of the first full month's salary or wages, the following:

- Where no meals or lodging are provided 10%
- Where one meal per working day is provided 12%
- Where two meals per working day are provided 14%
- Where three meals and lodging per working day are provided 18%

Where all parties to the employment agreement understand or agree at the time the employment is entered into that it shall be for a period shorter than one month, the gross fee shall not exceed ten per cent, twelve per cent, fourteen per cent or eighteen per cent respectively of the salary or wages actually paid.

6. FEE CEILING: For a placement in Class "A1" employment the gross fee shall not exceed one week's wages where all parties to the employment agreement understand or agree at the time the employment is entered into that it shall be for a period for ten weeks or more. Where all parties

EXHIBIT B

MODEL RECEIPT

EXHIBIT C

STATEMENT OF EMPLOYEE RIGHTS AND EMPLOYER RESPONSIBILITIES

Department of
Consumer Affairs

Domestic or Household Employees: Statement of Employee Rights and Employer Responsibilities

This handout describes some of the basic rights of domestic or household employees and some responsibilities that their employers must fulfill. Please note that this document does not list every employee right or employer responsibility covered by state and federal law. For more information about a specific right or responsibility, you should contact the relevant state or federal agency listed below.

If you have additional questions for the Department of Consumer Affairs, call 3-1-1 (or 212-New-York outside New York City).

Minimum Wage: All employees are entitled to be paid at least the minimum wage of $7.15 per hour.

Overtime: Employees who work overtime are entitled to be paid at one and one-half times the regular rate of pay. Household employees who live outside the worksite are entitled to this overtime rate after working 40 hours per week. Employees who live at the worksite are entitled to this overtime rate after working 44 hours per week.

Timely Payment: Employees must be paid their full salary on a weekly basis, and within seven calendar days of the concluding workweek. Employers must also provide a statement that shows the employee's gross wages, deductions and net wages.

Time Off: Employees are entitled to at least one day off (24 consecutive hours) every week.

Meals and Lodging: There are minimum standards for meals and lodging which, in part, provide that employees who work a six-hour shift are entitled to a meal break of at least 30 minutes during the course of the shift.

Notice: Employers must notify employees at the time of hiring of the rate of pay and regular payday. Additionally, employers must notify employees in writing of the employer's policy on sick leave, vacation, personal leave, holidays and hours of work. Employers must also notify employees in writing of the date of termination from employment and the date of cancellation of employee benefits, not more than five working days after the date of termination from employment.

Record Keeping: Employers must maintain accurate records for three years, showing the hours worked, the rate of pay, the deductions taken from wages and the name, address and date of birth of every employee.

Social Security: Social Security and Medicare taxes must be paid for all employees earning more than $1,400 annually. Employees must pay half of the amount due, or 7.65% of the gross wages, which is to be deducted from wages earned. Additionally, employers must pay half of the amount due, or 7.65% of the gross wages, which is to be paid from the employer's own funds. Employers must obtain an employer i.d. number from the Social Security Administration and must keep an accurate accounting of tax deductions.

Income Taxes: Employers are not required to withhold income taxes from an employee's wages unless the employee asks the employer to do so in writing and both parties agree.

Workers' Compensation: Employers must buy workers' compensation coverage for employees who work more than 40 hours per week. Workers' Compensation provides compensation for injuries or death that occur during the course of employment. Employers cannot deduct the cost of these payments from the employee's salary.

Disability Insurance: Employees who suffer an injury or become sick or pregnant outside of the workplace qualify for disability payments up to 50% of the employee's average weekly salary. Employers are required to purchase this insurance coverage and cannot deduct the cost of these payments from the employee's salary.

Unemployment Insurance: Employees who earn more than $500 in a quarter of a calendar year are covered by unemployment insurance if they lose their jobs. Employers must make quarterly unemployment insurance payments following a formula set by the New York State Department of Taxation and Finance. Employers cannot deduct the cost of these payments from the employee's salary.

No Retaliation: Employers are prohibited from retaliating against employees who assert their rights under state and federal law.

If you have questions about these rights or responsibilities and how they apply to you, contact the following government agencies:

U.S. Department of Labor: 212-264-8185
U.S. Social Security Administration: 212-264-2500
Internal Revenue Service: 1-800-829-1040
New York State Department of Labor: 212-352-6551
New York State Workers' Compensation Board: 718-802-6933