

CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

-----X
DEPARTMENT OF CONSUMER AFFAIRS,

Complainant,

– against –

ABLE TECHNOLOGIES, INC., d/b/a ABLE
TECHNOLOGIES INSTITUTE, NY

Respondent.
-----X

CONSENT ORDER

Violation Number: PL 5344952

1. Able Technologies, Inc., d/b/a Able Technologies Institute, NY (“Respondent”) acknowledges that the New York City Department of Consumer Affairs (the “Department”) served Respondent with a Notice of Hearing (“NOH”) on August 4, 2014, charging Respondent with violating the New York State General Business Law (“GBL”) Section 172 by operating an employment agency without a license.
2. Respondent consents to this Consent Order (“CO”) to settle the above violation.
3. This CO supersedes all prior settlement agreements that Respondent may have entered into with the Department.
4. John Hao, as Program Manager of Respondent, represents and certifies that he is duly authorized to settle this violation and to enter into this CO with the Department on behalf of Respondent.
5. This CO shall apply to Respondent and any other directors, officers, employees, agents, assignees, successors, or other business entities, whose acts, practices, or policies are directed, formulated, or controlled by Respondent. For the purposes of this CO, “employee” means any person employed for hire or permitted to work by Respondent including, but not limited to, any person who manages or oversees the work of another, any person whose main activity is the selling of services for Respondent, and any person whose earnings are based in whole or in part on work performed for Respondent.

DEFINITIONS

6. “Job applicant” or “applicant” means a consumer seeking employment.
7. “Advertisement” means 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 consumers including, but not limited to, mailings, flyers, hand-outs, brochures, business cards, classified ads, in-store and window signage, print advertisements, television advertisements, internet advertisements, radio advertisements, text messaging and social media.

8. "Conspicuous" and "conspicuously" mean that the statement, signage, or term (collectively, the "disclosure") is made in a manner that is readily apparent and understandable by an ordinary person from any distance from which an applicant is able to view the main message of the disclosure. Considerations relevant to whether a disclosure is conspicuous include, but are not limited to, relative type size, font, color contrast, and location of disclosure.

INJUNCTIVE RELIEF

9. Respondent shall comply with this CO, as well as all applicable laws and rules, including GBL Section 170 et seq (the "Employment Agency Law"), New York City Administrative Code ("Code") Section 20-101 et seq. (the "License Enforcement Law"), Code Section 20-700 et seq. (the "Consumer Protection Law"), and Title 6 of the Rules of the City of New York ("Rules"), whether or not specifically set forth in this CO.
10. Respondent shall immediately cease engaging in unlicensed employment agency activity. Respondent shall not engage in employment agency activity unless and until it obtains a license from the Department.
11. Within 30 days of the date of execution of this CO, Respondent shall submit to the Department a complete application for an employment agency license, including proof of having obtained a surety bond or third-party bond as required by Section 177 of the GBL.
12. Respondent shall comply with the requirements of the Department's Earned Sick Time Act (Paid Sick Leave Law) as set forth in Code Section 20-911 et. seq.
13. Respondent shall only send or refer job applicants to legitimate job openings which are (i) obtained from a representative of the employer and reflect an actual job opening and (ii) verified by Respondent as a current job opening no less than once every seven (7) days.

PROHIBITED PRACTICES REGARDING FEES

14. Respondent shall not charge a job applicant a fee prior to job placement unless the applicant is referred to an employer to apply for a position as a domestic, household employee, unskilled or untrained manual workers and laborers (including agricultural workers), non-professional trained or skilled industrial workers, or

mechanics. No other job applicants shall be charged a fee until job placement has occurred.

15. Respondent shall not charge a job applicant a registration or application fee. Except as described in Section 185 of the GBL, Respondent shall not charge a job applicant a fee for any other goods or services including, but not limited to:
 - a. referring or promising to refer a job applicant to interviews or meetings with employers or prospective employers;
 - b. training job applicants; or
 - c. photographing job applicants.

PROHIBITED DISCRIMINATORY PRACTICES

16. Respondent shall not request information from any job applicant that is unrelated to the performance of the job he or she is seeking or forbidden by Section 8-101 et seq. of the Code (“the New York City Human Rights Law”).
17. In addition to the unlawful discriminatory practices identified in Section 8-107 et seq. of the New York City Human Rights Law, Respondent shall not:
 - a. ask either directly or indirectly, in writing or orally, about a job applicant’s actual or perceived age, race, creed, color, national origin, religion, disability, marital status, partnership status, sexual orientation, gender identification, alienage or citizenship status, or arrest and criminal conviction record;
 - b. ask employers if they prefer or require applicants of a particular age or age range, race, creed, color, national origin, religion, disability, marital status, partnership status, sexual orientation, gender identification, alienage or citizenship status, or arrest and criminal conviction record;
 - c. refer applicants for employment based, in whole or in part, on the applicant’s actual or perceived age, race, creed, color, national origin, religion, gender, disability, marital status, partnership status, sexual orientation, gender identification, alienage or citizenship status, or arrest or criminal conviction record; or
 - d. classify or advertise employment positions, in any medium, including but not limited to, any websites, newspapers or magazines as being open only or generally to job applicants of a particular age or age range, race, creed, color, national origin, religion, disability, marital status, partnership status, sexual orientation, gender identification, alienage or citizenship status or express in any way, either orally or in writing, in any medium or format that applicants who fall into one of the categories are preferred for an employment position.
18. Respondent shall not base its decision to refer or place an applicant on that applicant’s current or past unemployment history.

19. Respondent shall not solicit the following information from job applicants in any form:
 - a. number and/or age of children;
 - b. height or weight, unless related to the performance of the job;
 - c. HIV/AIDS status or any other disease or disability; or
 - d. possession of a driver's license, unless related to function of the job.

PROHIBITED PRACTICES IN ADVERTISINGS

20. Respondent shall not advertise that it can "guarantee" jobs or placement.
21. Respondent shall not advertise that it is "no fee," unless it is an employer fee paid employment agency, as defined in Section 191 of the GBL.

REQUIRED DOCUMENTS

22. Respondent shall provide all documents and forms it is required to provide pursuant to applicable laws and rules or by this CO, including but not limited to applications, contracts and receipts, in English, as well as in every language in which Respondent advertises or conducts business with consumers.

A. Employer and Applicant Register and Refund Log

23. Respondent shall use the Department's Employer and Applicant Register and Refund Log to record employer and applicant information, as required by GBL Section 179, and all refunds requested or provided to applicants. The Employer and Applicant Register and Refund Log is available on the Department's website at: <http://www.nyc.gov/BusinessToolbox>.
24. Respondent shall maintain the required registers and log on its premises for three years. Respondent shall make such records available for inspection upon Department's demand.

B. Application Forms

25. Respondent shall write the word, "Application," clearly and conspicuously at the top of all forms used as applications.
26. Respondent's application form shall include:
 - a. the last name and first name of job applicant;
 - b. the mailing address of job applicant;

- c. the e-mail address of job applicant;
- d. the position Respondent seeks for or on behalf of job applicant; and
- e. the fee(s) or deposit paid by job applicant.

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

NOTICE TO JOB APPLICANT --- READ BEFORE SIGNING

It is **against the law** for the Employment Agency to:

- ask you questions about your age, race, creed, color, national origin, sex, disability status, marital status, sexual orientation, gender identification, and alienage or citizenship status, or arrest and criminal conviction record;
- charge you a registration or application fee, or
- refer you to jobs that pay less than the minimum wage as set by New York State and federal law.

IF YOU HAVE A COMPLAINT ABOUT THIS EMPLOYMENT AGENCY OR YOU WOULD LIKE MORE INFORMATION, CALL 3-1-1 OR VISIT www.nyc.gov/consumers.

C. Contracts

28. Respondent shall provide every job applicant with the Department's Model Contract, as updated, attached as Exhibit A and available through the Department's website at http://www.nyc.gov/html/dca/html/business/BT_modeltemplates.shtml. Respondent must fill out the entire contract form for each applicant.

D. Receipts

29. Respondent shall provide every job applicant with the Department's Model Receipt, as updated, attached as Exhibit B and available through the Department's website at http://www.nyc.gov/html/dca/html/business/BT_modeltemplates.shtml.

E. Signs

30. Respondent shall display conspicuously in the reception or waiting area: (i) the poster provided by the Department (the "DCA Law Card") containing Sections 178, 181, 185 and 186 of the GBL; and (ii) the New York State Anti-Discrimination Poster. These posters are available at the Department's Licensing Center located at 42 Broadway, 5th Floor, New York, NY 10004.
31. Respondent shall display conspicuously in the reception or waiting area a sign in

English and in every language in which Respondent advertises or conducts business with consumers in any way, that states the following:

NOTICE: It is against the law for an 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. If an agency charges you an improper fee, you are entitled to a refund. If you are not given a refund or you have a complaint or need more information call 3-1-1.

F. Statement of Employee Rights and Employer Responsibilities

32. Respondent shall provide to every applicant seeking a position as a domestic or household employee and the prospective employer, pursuant to Section 20-771, the Department's approved Statement of Employee Rights and Employer Responsibilities Form attached as Exhibit C and made available on the Department's website at:
http://www.nyc.gov/html/dca/downloads/pdf/employmentagency_english.pdf

G. Statement of Job Conditions

33. Respondent shall provide to each applicant seeking employment as a domestic or household employee, pursuant to Section 20-772, with the Department's approved Statement of Job Conditions Form, attached as Exhibit D and available on the Department's website at:
<http://www.nyc.gov/html/dca/downloads/pdf/DomesticHouseholdEmployeeJobDescriptionForm.pdf>

COMPLIANCE AND TRAINING

34. If the Department holds or informs Respondent of training for employment agencies, an employee of Respondent with management responsibility shall attend the training on a date and time set forth by the Department.
35. Respondent shall notify the Department within ten (10) days of receipt of any (i) actions or proceedings filed against Respondent by any government agency. Respondent shall send the notification by mail to: Department of Consumer Affairs, Legal Division, 42 Broadway, 9th floor, New York, NY 10004, or by email to: regcamplea@dca.nyc.gov.

PENALTY

36. Respondent shall pay a fine of \$500.00 to the Department, due upon execution of this CO. Payment shall be made by bank check, certified check or money order.

CONSEQUENCES OF BREACH

37. If, after notice and a hearing, Respondent is found to have breached any provision of this CO, Respondent shall be ordered to pay a penalty of \$1,000. This penalty shall be in addition to the fine ordered for Respondent's violation of a particular law or rule.
38. A future violation of any provision of the Consumer Protection Law and Rules shall be deemed a "knowing violation" subject to a penalty of \$500.
39. If Respondent fails to provide complete and truthful responses, conceals information, or makes a false statement, or allows to be falsified the Self-Certification Form, such conduct shall be treated as a separate violation(s) and a breach of this CO and the terms of the Self-Certification Form, and shall be assessed as a separate penalty at the maximum allowed by law.

WAIVER OF APPEALS

40. Respondent waives any further right to a hearing or appeal on the above-referenced citation under Section 20-104 of the Code or under Article 78 of the New York State Civil Practice Law and Rules, Sections 7801-7806.

MISCELLANEOUS

41. The acceptance of this CO by the Department shall not be deemed approval by the Department of any of Respondent's business practices, and Respondent shall make no representation to the contrary.
42. This matter will be considered settled upon execution of this CO and payment of the settlement fine.
43. Upon the termination of a license by revocation, expiration, denial, or surrender, Respondent shall immediately cease employment agency activities.
44. This CO does not resolve any consumer complaints against Respondent that are filed with, or otherwise brought to the attention of, the Department and does not waive the Department's right to seek relief on behalf of aggrieved consumers.

Accepted for Respondent
Able Technologies, Inc. d/b/a Able Technologies Institute, NY, by:

John Ito

Print name

program manager

Title

John

Signature

9/3/14

Date

Accepted for Julie Menin,
Commissioner of Consumer Affairs
for the City of New York by:

[Redacted]

Print name

Staff Att

Title

[Redacted]

Signature

9/3/14

Date

Businesses licensed by the Department of Consumer Affairs (DCA) must comply with all relevant local, state and federal laws. Copies of New York City licensing and consumer protection laws are available in person at DCA's Licensing Center, located at 42 Broadway, 5th Floor, New York, NY, by calling 311, New York City's 24 hour Citizen Service Hotline, or by going online at www.nyc.gov/consumers. License application requirements for employment agencies are available at www.nyc.gov/html/dca/html/licenses/034.shtml.

Exhibit A

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
- trainings
- reviewing resumes
- any services besides placing Applicant in a job
- photographs

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.

▪ Was an 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.

▪ Was an 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 reflect 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.

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.

Applicant's Signature

Date

Employment Agency Representative's Signature

Date

**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 (a) 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; and (b) for class "C" employment: (i) after an agency has been responsible for referring an artist to an employer or such employer to an artist and where as a result thereof such artist has been employed by such employer; or (ii) after an agency represents an artist in the negotiation or renegotiation of an original or preexisting contract and where as a result thereof the artist enters into a negotiated or renegotiated employment contract. For class "C" employment pursuant to this paragraph, an employment agency shall provide an artist with a statement setting forth in a clear and concise manner that provisions of this section and section one hundred eighty-six of this article. 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, and except for class "C" employment, 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 to the employment contract agree and understand at the time the employment contract is entered into that it shall be for a period shorter than ten weeks, the gross fee shall not exceed ten per cent of the wages or salary actually received.

7. FEE CEILING: For a placement in Class "B" employment the gross fee shall not exceed, in percentage of the first full month's salary or wages, the following:

Where such first full month's salary or wages is

- Less than \$ 750 25%
- At least \$ 750 but less than \$ 950 35%
- At least \$ 950 but less than \$ 1150 40%
- At least \$ 1150 but less than \$ 1350 45%
- At least \$ 1350 but less than \$ 1500 50%
- At least \$ 1500 but less than \$ 1650 55%
- At least \$ 1650 or more . 60%

Provided however, that where the placement is for employment in which the applicant will be paid on a straight commission basis or on the basis of a drawing account plus commissions, the gross fee shall be based on percentages in the above schedule applied to an amount equivalent to one-twelfth of the estimated first year's earnings, as estimated by the employer.

Where all parties to the employment contract agree and understand at the time the employment contract is entered into that it shall be for a period shorter than four months the gross fee shall not exceed fifty percent of the fee prescribed in the schedule in this subdivision or ten

percent of the wages or salary actually received, whichever is less.

8. FEE CEILING: For a placement in class "C" employment the gross fee shall not exceed, for a single engagement, ten per cent of the compensation payable to the applicant, except that for employment or engagements for orchestras and for employment or engagements in the opera and concert fields such fees shall not exceed twenty per cent of the compensation.

9. FEE CEILING: For a placement in class "D" employment the gross fee shall not exceed, for a single engagement, the following:

(1) FOR PRIVATE NURSING DUTY, five per cent of the salary or wages received each week through the first ten weeks of that engagement only, and such fee shall be due and payable at the end of each such week:

(2) FOR ANY OTHER NURSING DUTY, the amount of the first week's salary or wages unless the first year's computed salary or wages to be derived for at least one year's employment is twenty-five hundred dollars or more, in which event the gross fee shall not exceed, in percentage of such salary or wages, the following:

Where such first year's salary or wages is

- At least \$ 2500 but less than \$ 3000 2 1/2%
- At least \$ 3000 but less than \$ 3500 3%
- At least \$ 3500 but less than \$ 4000 3 1/2%
- At least \$ 4000 but less than \$ 4500 4%
- At least \$ 4500 but less than \$ 5000 4 1/2%
- \$5000 or more 5%

§ 186. RETURN OF FEES

1. EXCESSIVE FEE: Any employment agency which collects, receives or

retains a fee or other payment contrary to or in excess of the provisions of this article, shall return the fee or the excess portion thereof within seven days after receiving a demand therefor.

2. FAILURE TO REPORT: If a job applicant accepts employment and thereafter fails to report for work, the gross fee charged to such applicant shall not exceed twenty-five per cent of the maximum fee allowed by section one hundred eighty-five of this article, provided however, if the applicant remains with his same employer, the fee shall not exceed fifty per cent. If a job applicant accepts employment and fails to report for work, no fee shall be charged to the employer.

3. TERMINATION WITHOUT EMPLOYEE'S FAULT. If a job applicant accepts employment and reports for work, and thereafter such employment is terminated without fault of the employee, the gross fee charged to such employee and to the employer each shall not exceed ten percent of the salary or wages received by such employee, and in no event shall such fee exceed the maximum fee allowed by section one hundred eighty-five of this article. However, if such employee is a domestic or household employee recruited from a state outside of this state the fee of the employer shall not exceed thirty-three and one-third percent of the wages or salary actually earned.

4. TERMINATION UNDER ALL OTHER CIRCUMSTANCES: If a job applicant accepts employment and reports for work, and thereafter such employment is terminated under any other circumstances, the gross fee charged to such employee and the employer each shall not exceed fifty per cent of the salary or wages received by such employee, and in no event shall such fee exceed the maximum fee allowed by section one hundred eighty-five of this article.

For more information or to file a complaint, call 3-1-1 or visit us at www.nyc.gov/consumers

Exhibit B

Receipt

Employment Agency Information (to be completed by Employment Agency)		
Name of Employment Agency _____		
Telephone Number _____ License Number _____		
Name of Agency Staff or Salesperson _____		
Address _____ _____		
Name of Applicant:		Date:
Name of Employer (if known):		
Address of Employer:		Telephone:
E-mail Address, if available:		
Job Title:	Salary:	Employment Class:
Amount of Fee:		
Purpose of Fee:		
<p>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.</p>		

Applicant's Signature

Date

I confirm that any and all fees the Employment Agency requires Applicant to pay are consistent with the law.

Employment Agency Representative's Signature

Date

Exhibit C



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 under New York City, New York State, and federal law. Please note that this document does not list every employee right or employer responsibility. For more information about a specific right or responsibility, you should contact the relevant agency listed on the back.

Minimum Wage: All employees are entitled to be paid at least the minimum wage of \$8 per hour.

Overtime: Employees who work overtime are entitled to be paid at one and one-half times the regular rate of pay. An employee who does not live in the employer's home is entitled to this overtime rate after working 40 hours per week. An employee who lives in the employer's home is 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 of rest (24 consecutive hours) every week and at least three days of paid rest after one year of work for the same employer.

Paid Sick Leave: Employees who have worked for the same employer for at least one year and who work more than 80 hours a calendar year in New York City are entitled to two days of paid sick leave. Paid Sick Leave is in addition to the three days of paid rest required under New York State Labor Law.

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. Employers must give employees the required Notice of Employee Rights created by the Department of Consumer Affairs (DCA). The notice outlines employees' minimum rights under New York City's Paid Sick Leave Law. 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 Benefits Insurance: Employees who work at least 40 hours per week and are injured or become sick or pregnant outside of the workplace and miss more than seven days of work as a result are entitled to disability benefits.

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 City, 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: 1-888-52-LABOR (1-888-525-2267)

New York State Workers' Compensation Board: 718-802-6933

New York City Department of Consumer Affairs: Call 311 (212-NEW-YORK outside NYC). Employees can also email PaidSickLeave@dca.nyc.gov with questions about New York City's Paid Sick Leave Law.

Updated 4/2014

Exhibit D

Domestic or Household Employees: Job Description Form (Statement of Job Conditions)

An Employment Agency must give a completed Job Description Form with all of the information below to every job applicant the Agency refers to a position as a Domestic or Household Employee.

Date ____/____/____

Amount of Fee \$ _____

Employment Agency Information
Name of Employment Agency _____
Name of Agency Staff _____
Telephone Number _____ DCA License Number _____
Address _____

Job Information	
Name of Employer _____	
Telephone Number _____ Email Address _____	
Address _____	
Hourly Pay Rate \$ _____ (minimum \$8/hour)	Employer will provide (check box that applies): <ul style="list-style-type: none"> <input type="checkbox"/> No meals <input type="checkbox"/> One meal per working day <input type="checkbox"/> Two meals per working day <input type="checkbox"/> Three meals per working day
Lodging: <input type="checkbox"/> Live In <input type="checkbox"/> Live Out	
Start Date ____/____/____	_____ Hours/Day
Employment Status (check all that apply): <ul style="list-style-type: none"> <input type="checkbox"/> Part-time <input type="checkbox"/> Full-time <input type="checkbox"/> Temporary <input type="checkbox"/> Permanent 	Weekly Schedule (check all that apply): <ul style="list-style-type: none"> <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday
Description of Duties _____ _____ _____ _____ _____	