CITY OF NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

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DEPARTMENT OF CONSUMER AFFAIRS, Complainant, – against – Amanda Employment Agency 88-03 Roosevelt Avenue-2nd Floor Jackson Heights, NY 11372 Respondent.	CONSENT ORDER Violation Number: LL LL005283520 License Number: 1363995

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1. Respondent acknowledges that the New York City Department of Consumer Affairs (the "Department") duly served Respondent with a Notice of Hearing on Jan 19, 2012 ("NOH") citing Respondent for a violation of the New York State General Business Law Section 170 et seq ("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").

2. Amanda Employment Agency, license number 1363995 ("Respondent") consents to this final Consent Order (the "CO") to settle the above violation.

3. AMANDA GARCIA-PARRA, as owner of Respondent, represents and certifies that **[s/he]** is duly authorized to settle this violation and to enter into this CO with the Department on behalf of Respondent.

4. 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 any goods or services for Respondent, and any person whose earnings are based in whole or in part on work performed for Respondent.

5. Respondent acknowledges that Respondent is operating as an employment agency as defined by Section 171 of the GBL and Section 5-249 of the Rules.

A. Definitions

6. "Job applicant" means a person seeking employment.

7. "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 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, and radio advertisements.

8. "Clear and conspicuous" and "clearly and conspicuously" mean that the statement, representation, 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 a consumer is able to view the main message of the disclosure. Considerations relevant to whether a disclosure is clear and conspicuous include, but are not limited to, use of plain language, relative type size, font, and color contrast.

B. Injunctive Relief

9. Respondent shall immediately cease all activity in violation of the Employment Agency Law, the License Enforcement Law, the Consumer Protection Law and the Rules. .

10. Respondent shall maintain a current license as required by Sections 172 and 173 of the GBL.

11. Respondent shall comply with this CO, as well as all applicable laws and regulations, including the Employment Agency Law, the License Enforcement Law, the Consumer Protection Law and the Rules. Respondent acknowledges that all of the applicable laws and regulations are not fully detailed in this CO.

C. Documents Generally

12. Respondent shall give all documents and forms to job applicants, including but not limited to applications, contracts and receipts, in English and in every language in which Respondent advertises or conducts business with consumers in any way, whether by telephone, email, text message, social media or in person.

13. Respondent shall clearly and conspicuously include the license number assigned by the Department on any advertisement, letterhead, receipt, contract, or other printed matter. Such license number must be clearly identified as a New York City Department of Consumer Affairs license number in compliance with Section 1-05 of the Rules.

D. Contracts

14. Respondent shall provide every job applicant with the Department's Model Contract, attached hereto as Exhibit "A."[1]

E. Fees and Refunds

15. Respondent can charge a job applicant a fee only for job placement. 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: (i) referring or promising to refer a job applicant to interviews or meetings with employers or prospective employers; (ii) training job applicants; or (iii) photographing job applicants.

16. Respondent shall not charge a job applicant a registration or application fee.

17. Respondent shall not charge a job applicant a fee higher than the maximum fee permitted in Section 185 of the GBL.

18. Respondent shall not collect an advance fee or deposit from any job applicant except for job applicants who seek work as domestic workers, household employees, manual workers, agricultural workers, non-professional skilled or trained industrial workers, mechanics, or other Class A or Class A1 workers, as defined in Section 185 of the GBL.

19. Respondent shall make any refund required under Article 11 of the GBL 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. Refunds shall be issued in cases of excessive fees, failure of a job applicant to report to accepted employment, termination of employment without employee's fault, and termination under all other circumstances, as set forth in Section 186 of the GBL.

20. Respondent shall maintain on its premises a register (log book), in the English language, of all fees, deposits and other money charged and/or collected. Each entry in the register shall include all of the following:

a. the name and address of every job applicant;
b. the date and amount of money charged;
c. the date and amount of money paid;
d. the name of the person making the payment;
e. the purpose of the payment;
f. the date the job applicant started work, if any;
g. the date, amount, and reason the job applicant requested a full or partial refund, if any; and
h. the date, amount, and reason Respondent refunded money to the job applicant, if any.

F. Job Orders

[1] Also available at: http://www.nyc.gov/html/dca/downloads/pdf/ea_model_contract_english.pdf and http://www.nyc.gov/html/dca/downloads/pdf/ea_model_contract_spanish.pdf.

21. Respondent shall maintain on its premises a register, in the English language, (in the same log book or separate from the fee register log book, described above in section E) that includes all of the following:

a. the name and address of every employer who pays a fee;
b. the name and address of every employer to whom an applicant paying a fee is referred;
c. the date each employer requested or assented to the furnishing of applicants;
d. the kind of positions for which applicants are requested;
e. the names of the applicants paying a fee who were sent to the employer, including a designation of the applicant hired;
f. the amount of the fee charged; and
g. the rate of wages or compensation agreed upon.

22. 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 you as a current job opening no less than once every seven (7) days.

G. <u>Receipts</u>

23. Whenever Respondent receives any deposit, fee or other money from a job applicant, Respondent immediately shall provide the job applicant a written receipt that complies with Section 181 of the GBL, and is substantially similar to the Department's "Model Receipt," attached hereto as Exhibit "B."[2] The receipt shall:

a. have the word "Receipt" written clearly and conspicuously at the top;
b. state the name of the applicant;
c. state the name and address of the employment agency;
d. state the date and amount of the fee;
e. state the reason for the fee;
f. include the DCA license number;
g. contain a written confirmation that any and all fees that the employment agency requires job applicants to pay are consistent with the law; and
h. include the signature, printed name, and title of the person receiving the deposit, fee, or other charge on behalf of the employment agency.

H. <u>Signs</u>

24. Respondent shall display conspicuously in the main room (i.e., the reception or waiting area) of its place of business: (i) the poster provided by the Department (the "DCA Law Card") containing Sections 178, 181, 185 and 186 of the GBL; (ii) the U.S. Anti-Discrimination Poster; (iii) and the New York State Anti-Discrimination Poster Respondent. Respondent may obtain these posters from the Department's Licensing Center located at 42

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[2] Also available at: http://www.nyc.gov/html/dca/downloads/pdf/ea_receipt_english.pdf and http://www.nyc.gov/html/dca/downloads/pdf/ea_receipt_spanish.pdf.

Broadway, 5th Floor, New York, NY 10004.

25. Respondent shall display conspicuously in the main room of its place of business the License provided by the Department, as required by Section 1-03 of the Rules.

26. Respondent shall display conspicuously in the main room of its place of business a "complaint sign," as required by Section 1-03 of the Rules.

I. Advertisements

27. Respondent shall not publish, or cause to be published, any false, fraudulent or misleading information, representation, promise, notice or advertisement.

J. Statement of Employee Rights Regarding Employment Agencies

28. Before any discussion with job applicants seeking employment as domestic or household workers, Respondent shall give to the job applicants a readable copy of the Department's "Domestic or Household Employees: Statement of Employee Rights and Employer Responsibilities," which is attached hereto as Exhibit "C."[3]

K. Compliance and Training

29. Respondent shall maintain a record of all employees including their name, address, phone number, employment responsibilities, and employment start date.

30. Respondent shall train all new employees on the requirements of this CO, and all applicable laws and regulations (*i.e.*, the License Enforcement Law, the Employment Agency Law, the Code, and the Rules,) within two (2) days of an employee's start date. Respondent shall distribute materials to employees that include, at a minimum, this CO.

31. Respondent shall notify the Department within ten (10) days of receipt of any (i) complaints filed against you by consumers in any forum, including state and federal courts, the Better Business Bureau, the Office of the Attorney General of the State of New York, the New York State Division of Human Rights, the New York City Commission on Human Rights, the New York State Workers' Compensation Board, the New York State Department of Labor, the Equal Employment Opportunity Commission, or any other agency or association, and (ii) actions, proceedings or investigations by any government agency against you; (iii) results of any actions, proceedings or investigations against you that resulted in the revocation or suspension of a license, the imposition of fines or restitution, a voluntary settlement, a court order, a criminal guilty plea, or conviction.

32. 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.

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[3] Also available at: http://www.nyc.gov/html/dca/downloads/pdf/employmentagency_english.pdf and http://www.nyc.gov/html/dca/downlaods/pdf/employmentagency_spanish.pdf.

33. Respondent shall in good faith make all reasonable efforts to resolve any consumer complaints filed with the Department within twenty (20) days of receipt of a complaint. In all instances, Respondent shall respond in writing to the Department regarding a consumer complaint within twenty (20) days of receipt of any complaint as required by Section 1-13 of the Rules.

34. Respondent 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.

L. Identity Theft and Privacy

35. 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; or
c. Modifying the record to make the personal identifying information unreadable.

36. Respondent shall shorten (truncate) the account information on electronically printed credit and debit card receipts given to job applicants. Respondent shall not include more than the last five digits of the credit card number and shall delete the card's expiration date.

37. Nothing in this CO shall be construed as waiving or abrogating Respondent's responsibilities under federal, state or local law concerning record-keeping or record maintenance.

M. Fines and Other Penalties

38. Respondent agrees to pay a fine of 2250 by Jan 30, 2012. **If the Respondent's payment is late, the Department shall add a late fee of $100 to the amount owed by the Respondent and the entire balance (including late fee) due under this settlement agreement shall be due immediately. Failure to submit payment for this settlement agreement may result in the suspension or revocation of the Respondent's license(s) with the Department**

39. Respondent agrees to waive 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.

40. Respondent acknowledges that any breach of this CO by Respondent or its agents shall, upon issuance of a new violation and hearing thereon: (i) be deemed grounds for suspension or revocation of Respondent's license; (ii) be assessed at the maximum penalties allowed by law; (iii) be deemed a separate, knowing violation of the Consumer Protection Law subject to the maximum penalties defined therein; (iv) be deemed proof that any person with an equity interest of ten (10) percent or more, or with significant managerial responsibility for the operation of Respondent's business, is not possessed of the integrity, honesty, and fair dealing required to hold a license issued by the Department; and (vi) require payment by Respondent of all costs and expenses associated with the Department's investigation and prosecution of the new violation.

41. Upon the termination of a license by revocation, expiration, denial, or surrender, Respondent shall immediately cease employment agency activities.

42. 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.

43. This matter will be considered settled upon execution of this CO and payment of the settlement sum as set forth above.

DATE: Jan 19, 2012

Accepted for Respondent

Amanda Employment Agency, by:

AMANDA GARCIA-PARRA
Print name

owner
Title

Signature

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

K.JAMES SETTLEMENT OFFICER
Name and Title

Signature

n/a

Email to Enforcement

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

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

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: E-mail Address, if available:		Telephone:
Job Title:	Salary:	Employment Class:
Amount of Fee:		
Purpose of Fee:		
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

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

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.

Minimum Wage: All employees are entitled to be paid at least the minimum wage of $7.25 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: 1-888-52-LABOR (1-888-525-2267)
New York State Workers' Compensation Board: 718-802-6933

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