

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ROSE ANN PAGUIRIGAN, individually and
on behalf of all others similarly situated, :

Plaintiff, : 1:17 Civ. 1302 (NG) (CLP)

-vs-

: **DECLARATION OF
JOHN J.P. HOWLEY**

PROMPT NURSING EMPLOYMENT AGENCY :
LLC d/b/a SENTOSA SERVICES, :
SENTOSACARE LLC, SENTOSA NURSING :
RECRUITMENT AGENCY, BENJAMIN LANDA, :
BENT PHILIPSON, BERISH RUBENSTEIN a/k/a :
BARRY RUBENSTEIN, FRANCIS LUYUN, :
GOLDEN GATE REHABILITATION & HEALTH :
CARE CENTER LLC, and SPRING CREEK :
REHABILITATION AND NURSING CENTER, :

Defendants. :

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JOHN J.P. HOWLEY declares under penalty of perjury as follows:

1. I am Class Counsel in the above-captioned lawsuit. I submit this declaration in support of the Joint Motion for Final Approval of Class Action Settlement.

2. On December 2, 2021, I emailed a copy of the Notice of Proposed Class Action Settlement to each class member, with the exception of 28 class members for whom Class Counsel did not have email addresses. On the same day, I mailed the Notice by First Class Mail to each of the 28 class members with no known email addresses and posted the Notice on the website www.SentosaClassAction.com.

3. None of the emailed Notices were returned as undeliverable. Between December 10 and December 14, 2021, 17 of the mailed Notices were returned as undeliverable. I was able

to obtain either an email address or an updated mailing address for each of the 17 class members by using an online database, searching social media, and contacting their former co-workers.

4. On December 15, 2021, I emailed the Notice to nine of the 17 class members whose mail had been returned as undeliverable, and mailed the Notice to the remaining eight at their updated mailing addresses. None of those emailed and mailed Notices were returned as undeliverable.

5. Attached as Exhibit A is the list of Class members to whom the Notice was sent.

6. During the months of December and January, 96 Class members contacted Class Counsel to confirm the mailing address where their settlement checks should be sent. Two Class members have filed objections to the amounts they will receive under the proposed settlement, which are addressed below. Five individuals who were not included in the Class have no objection to the terms of the Settlement Agreement itself, but argue that they should be included as Class members.

7. Annexed as Exhibit B is the Employment Agreement provided to me by Petronillo Noel Reyes.

8. Annexed as Exhibit C is the Release, Waiver and Quitclaim provided to me by Sheryl Botin-Tirol.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
February 8, 2022

/s John J.P. Howley

JOHN J.P. HOWLEY

EXHIBIT A

SERVICE LIST FOR NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

| First Name | Last Name | Email | Street Address | City | State | Zip Code |
|--------------|--------------|-------------------------------|-----------------------------------|------------------|-------|----------|
| Charity Hope | Abamonga | leeabamongajr@yahoo.com | 6 Court St. E. | East Rockaway | NY | 11518 |
| Gloria | Agoto | gloagoto@yahoo.com | 91-118 Ahole Pl | Ewa Beach | HI | 96706 |
| Elizabeth | Almazan | | 11 Bryant Crescent Apt. 1A | White Plains | NY | 10605 |
| Melanie | Alterado | mlabendia@gmail.com | 313 Nimitz Road | Schenectady | NY | 12304 |
| Lerio | Alvarado | leriocynthiababiera@gmail.com | 33 Slayton Ave. | Staten Island | NY | 10314 |
| Lorna | Amindalan | lorna_amindalan@yahoo.com | 3225 Cross Timbers Lane | Garland | TX | 75044 |
| Robin | Ancheta | coolpicks101@gmail.com | 2405 Quail Ridge Dr | New Braunfels | TX | 78130 |
| Wilwen | Antigua | wenheart_1@yahoo.com | 6105 Vista Drive | Ferndale | WA | 98248 |
| Ophelia | Arana | osarana0616@gmail.com | 15006 Boat House Ct. | Cypress | TX | 77433 |
| Melissa | Aranton | msc_efa@yahoo.com | 3720 Cold Creek Drive | Valrico | FL | 33596 |
| Charisse | Arca | arca.charisse@gmail.com | 24006 Adobe Ridge Lane | Katy | TX | 77493 |
| Ivy Pearl | Arevalo | ivypearlarevalo@gmail.com | 1299 Antelope Creek Dr | Roseville | CA | 95678 |
| May | Asotigue | madelasotigue@yahoo.com | 65 Autumn Ln | Hicksville | NY | 11801 |
| Michelle | Atayde | | 300 E 61st St Apt 6E | New York | NY | 10065 |
| Sonia | Austria | soniaaustria57@yahoo.co.uk | 24035 Adobe Ridge Lane | Katy | TX | 77493 |
| Alexander | Bane | abbane_10@yahoo.com | 750 Koch Peak Avenue | Washington Towns | NJ | 07676 |
| Hyacinth | Baraan | | 209-23 46th Avenue | Bayside | NY | 11361 |
| Diana | Bartolome | Diana_ong222@yahoo.com | 447 Summit Ave Apt D6 | Cedarhurst | NY | 11516 |
| Joan | Basinal | joanbasinal@yahoo.com | 1706 Providence Ave | Niskayuna | NY | 12309 |
| Ryan | Bautista | | 2236 Brookhaven Avenue | Far Rockaway | NY | 11691 |
| Clarissa | Baylon | bayclara84@gmail.com | 175 Hillcrest Village East Apt.B1 | Schenectady | NY | 12309 |
| Redentor | Belvis | denbelvis@gmail.com | 1913 Holiday Dr | Schenectady | NY | 12304 |
| Vivian | Blanco | vivsblanco2017@gmail.com | 1947 Hillside Avenue | Niskayuna | NY | 12309 |
| Ma. Charisma | Bolido | | 2236 Brookhaven Ave | Far Rockaway | NY | 11691 |
| Michelle | Borra | michelleborra227@yahoo.com | 4210 Court Royale Apt 8 | Schenectady | NY | 12304 |
| Noemi | Budlong | noemitorrefranca@yahoo.com | 1337 Akinburry Road | Virginia Beach | VA | 23456 |
| Jackie | Budlong | | 1337 Akinburry Road | Virginia Beach | VA | 23456 |
| Jaime | Buenaventura | | 20 Hillcrest Village West C2 | Niskayuna | NY | 12309 |
| Julius | Bugante | mailjuls@yahoo.com | 81-11 Pettit Ave., Apt. 5C | Elmhurst | NY | 11373 |
| Jessica | Bunao | jessicabunao@icloud.com | 9907 1st Pl Ne | Lake Stevens | WA | 98258 |
| Charisse | Butanas | charizvevien_23@yahoo.com | 2040 Arkona Court | Niskayuna | NY | 12309 |
| Roper | Caguan | caguanr@gmail.com | 23-45 77th st | East Elmhurst | NY | 11370 |
| Ma. Fatima | Caguete | patty_caguete@yahoo.com | 1164 Broadway Unit A | Hewlett | NY | 11557 |
| Frederick | Calara | fbcalara2005@yahoo.com | 2026 Seagirt Boulevard, Apt 4B | Far Rockaway | NY | 11691 |
| Mariano | Calimag | marzjr@yahoo.com | 26 Livingston Ave | Staten Island | NY | 10314 |

| | | | | | | |
|-------------------|--------------|------------------------------|----------------------------------|------------------|----|-------|
| Shiela Marie | Caluag | shielacaluag@yahoo.com | 4 Dewhurst St | Staten Island | NY | 10314 |
| Nur-Ainie | Calvi | nurainiecalvi@yahoo.com | 222 10th Street | Wood Ridge | NJ | 07075 |
| Rizalie Ann | Camacho | rizalie.ann@gmail.com | 8828 Blairwood Rd, Apt T2 | Nottingham | MD | 21236 |
| Bridelyn | Caoagas | caoagasbridelyn@yahoo.com | 4111 Guild Meadows Drive | Houston | TX | 77084 |
| Arlene | Carpio | | 8220 Pompano Beach Ln | Las Vegas | NV | 89128 |
| Cecile | Carreon | cecille_carreon@yahoo.com | 820 Post Rd Apt 1B | Scarsdale | NY | 10583 |
| Maria Theresa | Casado | queenie.manigo@gmail.com | 139-18 34th Road, Apt B3 | Flushing | NY | 11354 |
| Christine | Castro | poknatch@yahoo.com | 777 Hamilton Ave. C-104 | Menlo Park | CA | 94025 |
| Dymonde | Catiling | monnde40@gmail.com | 10029A Doorstone Dr. | Latham | NY | 12110 |
| Lorie | Cedilla | loriecedilla@yahoo.com | 334 Summerwood Dr. | American Canyon | CA | 94503 |
| Analyn | Chua | sannsui@yahoo.com.ph | 703 Davis St. | Bessemer City | NC | 28016 |
| Jennifer A. | Chua | remycoenterprises@yahoo.com | 2610 Clarinet Dr. | Orlando | FL | 32837 |
| Mylyn | Clerigo | gerimye@gmail.com | 8540 Cobalt Drive | Cicero | NY | 13039 |
| Darwin | Costales | costaleskaizer@gmail.com | 8105 Mystic Desert Ave | Las Vegas | NV | 89131 |
| Theresa | Cotaco | tet_singson88@yahoo.com | 1401 Overseer Avenue | Henderson | NV | 89074 |
| Maria Socorro R. | Cruz | maloucruise@yahoo.com | 6515 JFK Boulevard East 9K | West New York | NJ | 07093 |
| Charie | Dagui | chariemarudo@gmail.com | 8346 118th St Apt 2G | Kew Gardens | NY | 11415 |
| Germaine Kristina | Dano | kristinarebosura@gmail.com | 2586 Rymar Lane | San Jose | CA | 95133 |
| Marian Ritz | De Los Reyes | marianritz08@yahoo.com | 20 Concord Cir. | Palmyra | PA | 17078 |
| Joanne R | Dela Rosa | joannedelarosa@gmail.com | 56 Juniper Ave | Smithtown | NY | 11787 |
| Donald L | Doles | donaldldoles@yahoo.com | 26 Livingston Ave. | Staten Island | NY | 10314 |
| Everlyn C | Domingo | | 12 Riverwalk Way | Cohoes | NY | 12047 |
| Luann M | Duterte | luann_one@yahoo.com | 65 Autumn Ln | Hicksville | NY | 11801 |
| Vilma | Egina | vilma_egina@yahoo.co.uk | 1216 Springmeadow Drive | Beaumont | TX | 77706 |
| Blossom | Engbino | blooms28@yahoo.com | 5027 Jonina Lane | Houston | TX | 77048 |
| Alvin | Flores | | 120 Parkside Ave | Levittown | NY | 11756 |
| Wences | Fuertes | | 1430 Seagirt Blvd Apt 2G | Far Rockaway | NY | 11691 |
| Primera | Gadia | prime_ramos0411@yahoo.com | 105 Ray St. | Niskayuna | NY | 12309 |
| Nathaniel | Galapon | | 1827 Providence Ave | Niskayuna | NY | 12309 |
| Rogelio | Galliguez | rogeliogalliguez37@gmail.com | 350-A Merrick Road Apt J, | Rockville Centre | NY | 11570 |
| Desiree | Gardon | desgmarmita@yahoo.com | 22 Horton Rd. | Valley Stream | NY | 11581 |
| Heidi | Giron | heidig_1225@yahoo.com | 14140 Mulberry Drive Apt 203 | Whittier | CA | 90605 |
| Tiffany | Go | | 258 West Post Rd Apt 3E | White Plains | NY | 10606 |
| Perciela B | Herrera | | 50 Hillcrest Village West Apt B4 | Niskayuna | NY | 12309 |
| Mary Ann | Heyrana | mahey30@yahoo.com | 806 Christian CT. | Niskayuna | NY | 12309 |
| Mary Mildred | Hontucan | m_hontucan@yahoo.com | 2241 Nelson Dr | Niskayuna | NY | 12309 |
| Diala | Hular | dialahular@yahoo.com | 3 Alice Wagner Way Apt.2 | Niskayuna | NY | 12309 |

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|---------------|----------------|-------------------------------|--------------------------------|----------------|----|-------|
| Ronaldo | Ignacio | boh.ronaldo.ignacio@gmail.com | 11669 Leesborough Cir | Silver Spring | MD | 20902 |
| Irene | Imperial | ireneb1982@gmail.com | 4949 Monte Verde Dr | Fort Worth | TX | 76244 |
| Cynthia B | Ince | | 105 Connor Ct | Niskayuna | NY | 12309 |
| Sheila | Jordan | | 20-55 Seagirt Blvd Apt 3F | Far Rockaway | NY | 11691 |
| Ma. Ruth | Jose | ruthjose2002@yahoo.com | 2050 Seagirt Blvd Apt 1B | Far Rockaway | NY | 11691 |
| Ernesto | Lagliba | elaglibajr@gmail.com | 2062 Cranworth Cir | San Jose | CA | 95121 |
| Elenee | Largado | tsinks21@yahoo.com | 11522 Harmony Summit Trace | Richmond | TX | 77406 |
| Arch Knievel | Layumas | | 236 John Street | Lawrence | NY | 11559 |
| Hermie-Linda | Legaspi | ermy_me@yahoo.com | 1100 Ward Place Apt 4 | Woodmere | NY | 11598 |
| Anna Marie | Leones | annaceret@gmail.com | 1607 Stuart Creek Drive | Richmond | TX | 77469 |
| Kristina | Limjuco | klimjuco@yahoo.com | 2716 Daybreak Ln | Pomona | CA | 91767 |
| Cherry | Llaneza | dianne_61904@yahoo.com | 4700 Norris Canyon Rd Unit 106 | San Ramon | CA | 94583 |
| Jamie | Llarena | jdllarena@gmail.com | 211 N Huntington Ave, Apt 8 | Monterey Park | CA | 91754 |
| Rachel Ann | Loresto | | 1 Alice Wagner Way, Apt. 9 | Niskayuna | NY | 12309 |
| Gladys Tato | Macanas | Gladystmacanas26@icloud.com | 82 Riverdale Rd | Valley Stream | NY | 11581 |
| Arlyn | Manrique | arlynmee@yahoo.com | 4045 Pleasant Valley Road | Virginia Beach | VA | 23464 |
| Madelyn | Manuel | mhadelyn_02@yahoo.com.ph | 31 Garden St | Valley Stream | NY | 11581 |
| Maricel | Marcelo | maricel103178@gmail.com | 1365 Van Antwerp Rd, Apt #G75 | Niskayuna | NY | 12309 |
| Mark | Maristela | | 212 Bradley Ave | Staten Island | NY | 10314 |
| Maria Grace | Mimay | g_mimay@yahoo.com | 1100 Ward Pl Apt 2 | Woodmere | NY | 11598 |
| Ermelinda | Monderin | vic_bebot2001@yahoo.com | 152 McGlynn Place | Cedarhurst | NY | 11516 |
| Armida | Nicolas | ida_jose01@yahoo.com | 40-36 68th St 2nd FL | Woodside | NY | 11377 |
| Marilou | Orlina | malougkvolunteer@gmail.com | 2241 Nelson Dr | Niskayuna | NY | 12309 |
| Margaret | Padernal | sotecopadernal@yahoo.com | 4115 Dalea Clover Lane | Manvel | TX | 77578 |
| Rose Ann | Paguirigan | rapp1215@yahoo.com | 1038 Gillis Place | Secaucus | NJ | 07094 |
| Irma | Pagulayan | irmspagu@gmail.com | 2333 Spitfire Way | Sacramento | CA | 95834 |
| Noreen | Paronda | niparonda@yahoo.com | 531 Greaves Avenue | Staten Island | NY | 10308 |
| Maria Ely | Perolino | mariaely_perolino@yahoo.com | 131 Savoy Park | Madison | MS | 39110 |
| Maria Isabel | Pintor | maris.pintor@yahoo.com.ph | 3601 Derwood Lane, Apt. 203 | Alexandria | VA | 22309 |
| Cheryl Anne | Poe | chan.carolyn21@gmail.com | 24 Myers Ave | Hicksville | NY | 11801 |
| Perix | Pregides Payne | perixtabudlo@hotmail.com | 7631 Lippincott Way | Indianapolis | IN | 46268 |
| Ma. Teresita | Purugganan | thespurugganan@yahoo.com | 129 Richmond Ave | Medford | NY | 11763 |
| Leonila | Racraquin | | 164 Crystal Lake Dr | Egg Harbor | NJ | 08234 |
| Eunice | Ramirez | ear_yen@yahoo.com | 37 Elliott Pl Apt 1B | Smithtown | NY | 11787 |
| Christie Rose | Ramos | | 258 West Post Rd Apt 3E | White Plains | NY | 10606 |
| Geraldine D | Ramos | geraldine_desilva@yahoo.com | 130 Oceanview Rd | East Rockaway | NY | 11518 |
| Roselle | Santos | sel_almi@yahoo.com | 5 Alice Wagner Way, Apt 1 | Niskayuna | NY | 12309 |

| | | | | | | |
|------------|--------------------|---------------------------|----------------------------------|---------------|----|-------|
| James | Soriano | jamesoriano@gmail.com | 4040 Fairgrove Ln | Roseville | CA | 95747 |
| Lelita | Suan | castillo_let@yahoo.com | 2223 Crescent Road | Niskayuna | NY | 12309 |
| Kathleen | Sundo | ksundo_26@yahoo.com | 4071 Tournament Ct. | Center Valley | PA | 18034 |
| Madel | Tagalog Sta Teresa | greenhue.mt@gmail.com | 302 Beverley Pl. | Edgewater | MD | 21037 |
| Anna | Talento | | 2166 Muliner Ave 1st FL | Bronx | NY | 10462 |
| Aleli | Turqueza | | 50 Hillcrest Village West Apt B4 | Niskayuna | NY | 12309 |
| Jim | Untalan | jimbryan85@yahoo.com | 108-49 63rd Ave, Apt. 4-O | Forest Hills | NY | 11375 |
| Virgilio | Valencia | gil.valencia.gv@gmail.com | 8346 118th St 2G | Kew Gardens | NY | 11415 |
| Evangeline | Valenzuela | | 447 Summit Ave Apt D1 | Cedarhurst | NY | 11516 |
| Mark | Vetus | | 212 Bradley Ave | Staten Island | NY | 10314 |
| Maricar | Villarin | | 2269 Van Rensselaer Dr | Schenectady | NY | 12309 |
| Amabelle | Yap | | 2236 Brookhaven Ave | Far Rockaway | NY | 11691 |
| Melodee | Zamora | melodeezamora@yahoo.com | 1551 Unionport Road, Apt 2H | Bronx | NY | 10462 |

EXHIBIT B



EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is hereby made this 18 day of January, 2006 by and between **Sentosa Care**, located in the State of New York, City of Woodmere, County of Nassau, United States of America (the "Employer"), and Petronilo Noel B. Reyes, a Licensed Registered Nurse and current resident of 40-T Marbale St. cor. Sorsoyon Bay Lagonoyan Kamiguian, West Ave, DC, Philippines (the "Employee").

WITNESSETH:

WHEREAS, Employer is a rehabilitation and health care facilities for infirmed; and,

WHEREAS, Employer has determined that there is an insufficient number and shortage of Licensed Registered General Duty Nurses to meet the present and future needs of its elderly and infirmed residents; and,

WHEREAS, Employer has determined that as a result of said shortage, it must recruit Licensed Registered General Duty Nurses outside of the United States in order to be properly staffed; and,

WHEREAS, Employee is a Licensed Registered General Duty Nurse of medicine having received a degree in nursing from an accredited university; and,

WHEREAS, Employee has documented that he/she has passed the Commission on Graduates of Foreign Nursing Schools Certification Program and has obtained a **VISA SCREEN** certificate from the International Commission on Healthcare Professions (ICHP); and,

WHEREAS, Employer desires to make nursing services available to its patient and infirmed residents and therefore wishes to induce Employee to relocate to the State of New York to practice Nursing at its facility; and,

WHEREAS, Employee desires to relocate to the State of New York in the United States of America and desires to become employed and receive remuneration and benefits from Employer; and,

WHEREAS, Employee is able to read, write, and understand English proficiently and with ease, and has read and understood this entire Agreement; and,

WHEREAS, Employee has been given a reasonable and sufficient opportunity to consider this Agreement and to consult with his or her own attorney prior to executing this Agreement; now:

Petronilo Noel B. Reyes

EMPLOYER AND EMPLOYEE DO HEREBY AGREE AS FOLLOWS:

I. Job Duties and Requirements

1. The Employer agrees to employ the Employee in accordance with the terms of this agreement as a Licensed Registered General Duty Nurse and the Employee agrees to accept such employment.
2. The Employer shall provide Employee with temporary housing and transportation to and from work for up to two (2) months after which the Employee shall be responsible for his or her own shelter and transportation to and from work. For married Employees, Employer shall give the Employee a monthly housing allowance of US Dollars two hundred fifty only (US\$250.00) for two months in lieu of the free housing.
3. Employee shall obtain and maintain a **Visa Screen Certificate** from the Commission on Graduates of Foreign Nursing Schools (CGFNS) and as soon as practicable obtain and maintain an unrestricted license to practice Nursing in the State of New York.
4. The Employee's job duties are generally described as follows: Provide general nursing care to patients in a rehabilitation and health care center. Administer prescribed medications and treatments in accordance with approved nursing techniques. Prepare equipment and aid physician during treatments and examinations of patients. Observe patient, record significant conditions and reactions, and notify supervisor or physician of patient's condition and reaction to drugs, treatments, and significant incidents. Takes temperature, pulse, blood pressure, and other vital signs to detect deviations from normal and assess condition of patient. Employee may also be required to make beds, bathe, and feed patients and shall perform such other duties associated with the job of a Licensed Registered General Duty Nurse as may be assigned to him/her by the Employer.
5. Employee agrees to devote his/her professional efforts in the full time practice of Nursing exclusively to the interest of the Employer. Employee shall devote his/her utmost knowledge and best skill to the care of such patients entrusted to him/her. Employee shall conduct himself/herself in strict conformance to the principal's medical ethics and standards of the medical profession and its governing bodies. Employee shall keep and maintain records relating to all professional services rendered by him/her during the term of this agreement.
6. Other than for Employer herein, Employee agrees not to engage in the practice of Nursing, or in any other occupation, for any other company, facility, hospital, entity or private individual during the time of his or her employment. All income or fees for services rendered by Employee as a Licensed Registered Staff Nurse shall belong to the Employer.
7. Employee agrees to comply with all policies, standards, and procedures of Employer, which shall, from time to time, be reasonably promulgated.

*Notarized
Doreen A. Payne*

- 8. Employer may mandate a maximum of 2 additional shifts per week, at the overtime rate. Employer will assign the unit that the nurse will perform his/her duties in.
- 9. Employer has the right at its sole discretion to transfer this agreement to any of its facilities of Sentosacare.

II. Wages, Hours, Work Days, and Benefits

10. Employer shall pay Employee a base compensation of US Dollars eight hundred forty only (US\$840.00) for a 35 hr /week, five (5) days a week at a rate of \$24.00/hr once Employee has passed the National Council of Licensure Examination for Registered Nurses or NCLEX-RN that will be administered by the New York State Board of Nursing.

Prior to passing the NCLEX-RN and before having the Limited Permit, Employer shall pay Employee a base compensation of US Dollars five hundred twenty-five dollars (US\$525.00) for a 37 ½ hours week as a Graduate Nurse.

- 11. As a Registered Nurse, the Employee shall receive \$36.00/hr. for each hour for all time worked over the regular basic workweek of 40 hrs.
- 12. All compensation paid to Employee by Employer shall be subject to customary withholding and employment taxes as required by law.
- 13. On or before the beginning of each work week, or as soon as thereafter practical, the Employer, at its discretion, will schedule the Employee to work on one of the following three (3) "daily shifts":

- 7:00 a.m. to 3:00 p.m.
- 3:00 p.m. to 11:00 p.m.
- 11:00 p.m. to 7:00 a.m.

The Employee will be given a one hour (1 hour) **unpaid** meal period during each "daily shift".

The Employer shall schedule the days of employment (the daily shifts) on an alternate week basis as follows:

- a) Week 1: Employee shall work one daily shift each day Monday through Friday as described above. Employee shall work a total of five (5) days in "Week 1". Employee shall have two unpaid full days off on both Saturday and Sunday.
- b) Week 2: (Also known as the "Weekend" Shift). Employee shall work one daily shift on Saturday and another daily shift on Sunday. Employer will schedule Employee, at its discretion, to work three (3) additional daily shifts between Monday and Friday immediately following the weekend. Employee shall work a total of five (5) days in "Week 2". Employee shall have two (2) unpaid days off during the week.

Patricia Kelly G. Ruggie

For example:

In "Week 2" the Employee shall work daily shifts on both Saturday and Sunday. The Employer may schedule Employee to work Monday, Thursday and Friday to fulfill the five day work week requirement. The Employee shall therefore be off on Tuesday and Wednesday. (NOTE: THE EMPLOYER IS NOT NECESSARILY BOUND BY AN EXAMPLE, IT IS MERELY PLACED HERE FOR ILLUSTRATIVE PURPOSES).

The Employer shall continue to schedule "daily shifts" on an alternate week basis ("Week 1" then "Week 2" then "Week 1" then "Week 2", etc.) as described above over a fifty-two (52) week year.

- 14. Employees will be subject to performance reviews by Employer on a yearly basis. After each performance review, the Employer, at its discretion, and subject to Employees performance in his/her job duties, may increase the hourly wage described in paragraph 11 up to three percent (3%) yearly to cover additional cost of living expenses.
- 15. **Vacation Benefits** - All full time employees accrue vacation benefits. Vacation will be granted as approved by your supervisor and according to the following schedule:

| <i>Years of Service:</i> | <i>Vacation Time:</i> |
|--------------------------|-----------------------|
| 1-3 years | 2 weeks |
| 4-5 years | 4 weeks |
| 5-9 years | 5 weeks |
| 10+ years | 6 weeks |

In this paragraph only, the Employer defines "years of service" to mean the fifty-two (52) week period from the first date of employment (not the regular calendar year). Employer is not responsible for payment of any "unused paid days off" due to any termination of this contract as defined in paragraph 23, 24, and 25.

- 16. **Holiday Benefits** – Employer recognizes the following six (6) holidays for fulltime employees: New Year’s Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, One (1) Employee’s Birthday. The Employee Birthday holiday must be taken within thirty (30) days of the birthday. Because we provide care 24 hours per day, 7 days per week, you may be scheduled to work on a holiday.
- 17. **Sick Pay Benefit** – For full time Employees, sick pay is accumulated at the rate of one-half (1/2) sick day per month. Full-time Employees accumulated six (6) sick

Retained Kelli R. Ayers

days per year, up to a maximum of thirty (30) days. Because Sick Pay is designed to be used as income protection in the event of an extended illness or accident, it cannot be cashed out at the end of the year or at the time of termination.

18. Employer shall provide Employee Hospitalization assistance, malpractice insurance and major medical insurance.

III. Employer Responsibilities, Termination of Agreement, and other Miscellaneous Items

19. Employer is willing to take all necessary steps to sponsor the Employee as a Registered Nurse in order to obtain an immigrant visa for the Employee to enter the United States to be employed as contemplated herein.
20. Employer shall furnish to Employee all of the necessary equipment, facilities, and supplies for Employee to practice Nursing, together with appropriate assistance from trained technicians, doctors, or office staff. The cost of providing these support services shall be borne solely by Employer. However, it is understood by Employee and Employer that, all instruments and equipment furnished to or for Employee by Employer shall at all times remain the property of Employer. Employer shall exercise direction over and give support to Employee in regard to standards, policies, record keeping, and treatment procedures. During the term of this agreement, Employer shall, at Employer's expense, obtain and maintain professional malpractice insurance to cover liabilities of both Employer and Employee resulting from the practice of Nursing by Employee on behalf of Employer.
21. The employee agrees to be employed by the Employer under the terms of this contract for three full years. Employer and Employee further agree that the terms of the contract as contemplated herein except the term of duration, will continue after three full years of employment in full force and effect on an at-will basis or may be modified by mutual agreement between Employer and Employee. Moreover, after three years of employment as contemplated herein, the Employer and Employee each agree to give the other two weeks' notice of intent before terminating the employment under this agreement.
22. Both the employer and Employee agree that the Employer has or will incur substantial expenses and has or will expend enormous resources and time in recruiting the Employee for employment as contemplated herein, sponsoring the Employee for an Immigrant Visa, training the Employee in practice and procedures, orienting the Employee to living in the New York are, and, if necessary, recruiting a new nurse as contemplated herein to replace the employee should this contract be breached. Accordingly, the Employee agrees that if he or she willfully and voluntarily resigns, abandons, or terminates employment with Employer before the completion of at least a three (3) year term, other than for extraordinary circumstances, which would include but not be limited to incapacitation, terminal illness, or other similar extraordinary circumstances, Employee's act shall result in an obligation by the Employee to pay the Employer Twenty Five Thousand Dollars (\$25,000.00) as actual damages. Employee understand and agrees that the amount of \$25,000 represents Employer's actual damages in the loss of the value of the recruitment fee Employer paid that would result from a breach of this contract.

Retained by P. Reyes

Employee therefore agrees that if he/she were to terminate this agreement before three (3) years of full time employment is completed as discussed in this Paragraph, then Employee shall pay, to Employer, Employer's actual damages in the agreed amount of Twenty Five Thousand Dollars only (US\$25,000). This amount shall become due and owing to Employer immediately upon such resignation, abandonment, or termination of employment, unless Employer and Employee agree upon an installment payment plan on mutually acceptable terms in writing.

23. All disputes arising out of this Agreement or Employee's employment, including but not limited to Employee's recruitment, hiring, termination, and/or failure to complete/fully perform three (3) years of employment with the Employer, shall be resolved exclusively by mandatory arbitration of the dispute, except that Employer may seek injunctive relief and other equitable remedies in a court of competent jurisdiction. Arbitration is an alternative dispute resolution process that involves submission of disputes to one or more impartial persons for a final and binding determination. Employee and Employer both understand and agree that they are knowingly and voluntarily waiving, to the extent permitted by law, any rights they might have to a trial by jury on any discrimination, contractual, employment, or other claims under federal, state, or local law, except that Employer does not waive its right to trial by jury on any claims for injunctive relief. As to any dispute or controversy which is subject to arbitration, neither Employer nor Employee may bring any action, proceeding, suit at law or in equity based on such dispute or controversy, other than a suit to confirm, enforce, vacate, modify or correct the award of the arbitrator as provided by law or for injunctive relief. The parties mutually select, designate and appoint Mr. Roger Maher as arbitrator of any and all such disputes, and if he is unavailable due to death, disability, conflict of interest, or other good cause, then parties mutually select, designate, and appoint Mr. J.J. Pierson. The arbitrator shall have no authority to alter or modify any of the terms and conditions of this agreement, and may not enter any award which alters, amends or modifies the terms or conditions of this agreement in any form or manner. The arbitrator is authorized to determine liability and to award compensatory damages, if any, together with the highest rate allowable by law, but is not authorized to award punitive damages or injunctive relief. Each party shall be responsible for paying half of all arbitration fees and expenses so that such costs are shared equally; provided however that the arbitrator is authorized to determine whether and to what extent each party has prevailed and to award a prevailing party its, his, or her own attorney's fees, disbursements, expert witness fees, costs, and expenses incurred in connection with the dispute. The arbitrator shall provide the parties with a written determination of the outcome of the arbitration and an accompanying opinion setting forth the bases for such determination. The Employer and Employee agree in advance, on a voluntary basis, that such arbitration shall be final and binding, and both Employer and Employee will be bound by its outcome. The award of the arbitrator may be docketed, entered, and enforced as a judgment in New York State Supreme Court or any other Court of competent jurisdiction.

Peterson, Shell B. Puzer

- 24. Notwithstanding paragraph 22, the Employer at any time may discharge Employee for cause, or as a result of the death or disability of the Employee, Discharge under this paragraph would automatically terminate the contract herein.
- 25. This agreement shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of New York.
- 26. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter and the number of all words shall include the singular and plural.
- 27. This agreement and amendments thereto shall be in writing and executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies shall constitute one and the same instrument.
- 28. Any Notice, Demand or Communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

To Employee:

Name: Petronilo Noel B. Reyes

Address: 30-T Markete cor. Sorsogon
Str. Barangay Nayong Kantuban
West Ave, S.C.

Phone: 4133498

To Employer:

SENTOSA CARE

**20 Franklin Place Woodmere,
NY 11598 USA**

(516) 869-3700

Either party may designate a new future address in New York, or to the attention of such other person(s) or officer(s) as either party may designate by written notice to the other party. Further, Employee shall at all times keep Employer notified of his/her home address and home telephone number.

- 29. The waiver by either party of a breach or violation of any provision of this agreement shall not operate as, or be construed to be, waiver of any subsequent breach of the same or other provision hereof.
- 30. The provisions of this agreement shall be self-operative and shall not require further agreement by the parties; provided however, each party shall, at the request of the other, execute such additional instruments and take such additional acts as may be necessary to effectuate this agreement.
- 31. This agreement supersedes all previous employment contacts and constitutes the entire agreement between the parties.

Petronilo Noel B. Reyes

IN WITNESS WHEREOF, the parties have executed this agreement in multiple originals as of the date above written.

For Employee:

By: Petroulis Noel B. Peyer

Date: January 18, 2006

Witness: _____

For Employer:

By: _____

Date: _____

Witness: _____

Petroulis Noel B. Peyer

EXHIBIT C

RELEASE, WAIVER and QUITCLAIM

KNOW ALL MEN BY THESE PRESENTS:

I, Sheryl Tirol RN, Female, Married, of legal age, with residence at 1008 Central Avenue, Apt. 1B, Woodmere, NY 11598 states hereby states:


I hereby voluntarily terminate my contract with Sentosa Recruitment Agency and its affiliates and I fully release and discharge Sentosa Recruitment Agency, or any of its officers or employees from any and all claims.

I hereby further state that I have no more claims, rights or action of whatsoever nature, whether past, present or contingent against Sentosa Recruitment Agency and its affiliates, and/or any of its employees or officers.

I further agree that this RELEASE, WAIVER and QUITCLAIM shall forever bar me from instituting or pursuing any suit or proceeding against Sentosa Recruitment Agency.

I manifest that I have thoroughly read and understood the terms of this RELEASE, WAIVER and QUITCLAIM.

IN WITNESS WHEREOF, I hereby affix my signature on this instrument this 7th day of August 2017 at the City of Woodmere, County of Nassau, State of New York.


Sheryl Tirol RN
Registered Nurse

Notary Public