



U.S. District Court for the Eastern District of New York

Cherry Lyn Miclat & Benzor Shem Vidal v. Advanced Care Staffing, LLC & Priority Care Staffing, LLC

Case No. 23-cv-5296 (NRM)(MMH)

Class Action Notice

Authorized by the U.S. District Court



Example QR Code.
Replace this with case
specific QR Code.



Were you a healthcare worker for Advanced Care Staffing, LLC or Priority Care Staffing, LLC between Sept. 16, 2012 and June 11, 2025 who entered the U.S. through their foreign nurse recruitment program?



There is a \$1,190,000 settlement of a lawsuit against Advanced Care Staffing and Priority Care Staffing.

You may be entitled to money.



To learn more about this settlement, read this notice or scan the QR code above to access the settlement website.

Important things to know:

- If you take no action, any ruling from the court will apply to you, and you will not be able to sue Advanced Care Staffing, LLC and Priority Care Staffing, LLC ("Defendants") about the same issues.
- If you have questions or need assistance, please call [phone number]
- You can learn more at: [website].

Table of Contents

| | |
|---|-----------|
| Table of Contents..... | 3 |
| About This Notice | 4 |
| Why did I get this notice?..... | 4 |
| What do I do next?..... | 4 |
| What are the most important dates? | 5 |
| Learning About the Lawsuit | 6 |
| What is this lawsuit about?..... | 6 |
| What is the position of ACS, PCS, and Sam Klein? | 6 |
| Why is there a settlement in this lawsuit? | 6 |
| Has the Court determined that Plaintiffs or Defendants Have Won? | 7 |
| What happens next in this lawsuit?..... | 7 |
| Learning About the Settlement | 8 |
| What does the Settlement provide?..... | 8 |
| How do I know if I am part of the settlement? | 10 |
| How much will my payment be?..... | 11 |
| What am I giving up to stay in the Settlement Class and/or to join the Settlement Collective? | 11 |
| Deciding What to Do..... | 12 |
| How do I weigh my options? | 12 |
| Receiving a Payment | 13 |
| How can I get a payment? | 13 |
| How do I opt into the FLSA Settlement Collective? | 13 |
| Do I have a lawyer in this lawsuit?..... | 13 |
| Do I have to pay the lawyers in this lawsuit? | 14 |
| Opting Out..... | 14 |
| What if I don't want to be part of this settlement?..... | 14 |
| How do I opt out? | 15 |
| Objecting..... | 15 |
| What if I disagree with the settlement? | 15 |

| | |
|---|-----------|
| Doing Nothing | 16 |
| What are the consequences of doing nothing? | 16 |
| Key Resources | 16 |
| How do I get more information? | 16 |

About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Cherry Lyn Miclat & Benzor Shem Vidal v. Advanced Care Staffing, LLC & Priority Care Staffing, LLC*, brought on behalf of all healthcare workers who entered the United States through the foreign nurse recruitment program of Advanced Care Staffing, LLC (ACS) and/or Priority Care Staffing, LLC (PCS) and entered a contract with either of these companies between Sept. 16, 2012 and June 11, 2025. **You received this notice because ACS and PCS's records identify you as a member of the group of people affected, called the "class."** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

| Options | More information about each option |
|-------------------|---|
| Do Nothing | <p>Get a payment. The amount you receive will be based on the length of time you worked for Advanced Care Staffing and/or Priority Care Staffing. The longer you worked, the higher your amount will be. The average expected per person amount is expected to be approximately \$1,200. You will also give up rights resolved by settlement.</p> <p>You may also benefit from changed practices. If you currently owe money to Advanced Care Staffing or</p> |

| | |
|--------------------------------------|---|
| | Priority Care Staffing for resigning before the end of your contract, you will not have to pay. If you are a current employee and if, in the future, you resign before the end of your contract, you will not owe money if you resign for Good Reason and, if you leave without Good Reason, the amount you owe will be capped at approximately \$5,000. The definition of Good Reason and further details about the changes that would benefit you are provided in paragraph XX below. |
| Submit an Opt-In Form by DATE | Receive the benefits described above, but receive more money (by approximately 10%) from the Settlement. Give up right to bring Fair Labor Standards Act (FLSA) claims resolved by this Settlement. See Paragraph XX Below. |
| Opt Out | Get no payment and you may not benefit from some of the changed practices. Opting out allows you to bring another lawsuit against Advanced Care Staffing, LLC and Priority Care Staffing, LLC about the same issues. See Paragraph XX below. |
| Object | Tell the Court why you don't like the settlement. You cannot object if you opt out. See Paragraph XX below. |

Read on to understand the specifics of the Settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[date]**
 Settlement approval hearing: **[date]**
 Your deadline to submit a claim form: **[date]**

Learning About the Lawsuit

What is this lawsuit about?

This lawsuit is brought by Plaintiffs Cherry Lyn Miclat and Benzor Shem Vidal against Advanced Care Staffing, LLC and Priority Care Staffing, LLC. The lawsuit is brought on a class action basis and a collective action basis.

The lawsuit involves Defendants' alleged employment practices, including claims relating to the contracts between ACS/PCS and Healthcare Workers, the legality and enforceability of certain provisions in those contracts (including, in certain instances, Healthcare Workers' payments to ACS/PCS under those contracts).

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:
[website]

What is the position of ACS, PCS, and Sam Klein?

Advanced Care Staffing, LLC and Priority Care Staffing, LLC dispute the allegations in the lawsuit and deny any wrongdoing. They have entered this Settlement to avoid the further time and expense of ongoing litigation.

Why is there a settlement in this lawsuit?

In 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The Settlement is on behalf of the workers who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side, nor that anyone could recover any certain amount in this litigation.

If approved, the Settlement will stop the lawsuit from being litigated any further. If the case continued to be litigated, there is a possibility that Defendants would prevail and the Settlement Class and Collective would receive nothing. There is also the possibility that Defendants would be required to pay more than they have agreed to pay under the Settlement.

Class Counsel investigated the facts and applicable law regarding the claims and defenses. The parties engaged in lengthy and arms' length negotiations to reach this Settlement. The Class Representatives and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class and Collective.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that the plaintiff allege caused the harm.

Has the Court determined that Plaintiffs or Defendants Have Won?

No. This is a settlement, which means the parties have resolved the matter before the Court has entered a judgment deeming any party the "winner."

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the Settlement. The hearing will be held at:

Where: [Courthouse name and address].

When: [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

Learning About the Settlement

What does the Settlement provide?

Advanced Care Staffing, LLC, Priority Care Staffing, LLC, & Sam Klein have agreed to pay a total of \$1,190,000 to resolve this and a related case, a case brought by the United States Department of Labor, and an investigation opened by the New York Office of the Attorney General.

If you paid Defendants any money in connection with resigning before the end of your contract, you will receive or may have already received that money back through the New York Office of the Attorney General and United States Department of Labor. The total amount being distributed through the New York Office of the Attorney General and United States Department of Labor is \$663,668.66.

The balance of the settlement amount is \$526,331.34, which will be distributed through this Settlement in this Litigation after reduction for any Court-approved amounts for the lawyers and the Plaintiffs who brought this case.

The amount you receive will be based on how long you worked for Defendants. The longer you worked, the more you will receive. Additionally, if you are eligible to opt into the Settlement Collective and do so, the amount you will receive will be increased by approximately 10%. The average expected per person amount is anticipated to be

approximately \$1,200.00 but could be higher if the Court does not award the fees, costs, and other amounts that Class Counsel intend to request for their work and Class Representatives' work. Regardless, you will not have to pay the lawyers out-of-pocket. *Please note that your check will be accompanied by a Form 1099 and Form W-2. Neither Defendants nor Class Counsel are providing you tax advice though this Settlement, so you will be responsible for seeking your own tax and/or accounting advice regarding your tax obligations.*

If you currently owe Defendants money in connection with resigning before the end of your contract, you will not be required to pay them anymore.

If, as of June 11, 2025, you were a current employee, you will benefit from changed practices. Specifically:

- If you resign for Good Reason, you will not have to pay Defendants. Good Reason includes: (a) a demonstrated long-term (i.e., more than six months) need to care for a family member with a serious illness or a mandatory relocation for a spouse's job (though, if Defendants offer you a job in the relocated location, it shall not be Good Reason); (b) Defendants materially breaching the contract; (c) you demonstrating a good faith reasonable belief that you were subject to workplace violations of health or safety rules or otherwise significant workplace threats to health or safety, including patient safety after you provide notice of breach (to the extent notice and cure is practicable); (d) you demonstrate a good faith reasonable belief that your placement violates the New York Labor Law, including as to mandatory overtime, day of rest, and meal breaks, after you provides notice of breach (to the extent notice and cure is practicable); (e) you demonstrate a good faith and reasonable belief that you are subject to illegal discrimination after you provide notice of breach (to the extent notice and cure is practicable); and (f) Defendants or the hospital fail to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after you provide notice of breach (to the extent notice and cure is practicable)
- If you and Defendants disagree that you resigned without Good Reason, you will have an opportunity to mediate the dispute at Defendants' expense.

- If you agree or a mediator decides that you resigned without Good Reason, Defendants will only be able to collect agreed upon Actual Direct Costs, which will be limited to the following categories, **subject to an overall cap for of \$5,000**, increased annually by the lower of (i) a 3 percent annual rate; or (ii) the average inflation rate for the preceding calendar year as reflected in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W") for the NY-NJ-PA metro area: (a) One-way airfare to the United States; (b) NCLEX Exam Fee and Processing Fee; (c) English Exam Fee and Processing Fee; (d) State Licensing Fee; (e) License by Endorsement to the extent requested by you; (f) Premium Processing Fee; (g) Either cash advance for rent and living expenses; or actual costs paid to a third party on the your behalf for rent and living expenses; and (h) Immigration filing-related costs for immigration statuses that provide permanent status. The Actual Direct Costs you owe will be prorated if you have worked at least 900 hours, and you will have the opportunity to enter into a payment plan where 50% will be due within thirty days and the remaining 50% will be due within 150 days.

This is just a summary of the benefits that are available through the Settlement. Please refer to the full Settlement Agreement linked [here](#) for all details.

How do I know if I am part of the settlement?

If you received a Postcard or Email Notice, Defendants' records indicate that you are a current or former employee as of June 11, 2025. This means that you are a healthcare worker who entered the United States through Advanced Care Staffing's or Priority Care Staffing's foreign nurse recruitment program and entered into a contract with Advanced Care Staffing or Priority Care Staffing at any point from September 16, 2012 to June 11, 2025.

You may also be eligible to become a member of the Settlement Collective and receive an additional payment if your Postcard Notice included a tear-off FLSA Consent and Release Form or if you worked for Advanced Care Staffing or Priority Care Staffing at any point between **June 11, 2022 and** June 11, 2025. To receive that payment, you must submit (by mail or electronically) the FLSA Consent and Release Form.

How much will my payment be?

Your payment amount will depend on several factors:

- If you paid Defendants any money in connection with leaving before the end of your contract, you will receive or may have already received that money back through the New York Office of the Attorney General and United States Department of Labor. Your length of service.
- The amount you receive will be based on how long you worked for Defendants. The longer you worked, the more you received.
- Additionally, if you are eligible to opt into the Settlement Collective and do so, the amount you receive will be increased by approximately 10%. The average expected per person amount is anticipated to be approximately \$1,200 but could be higher if the Court does not award the fees, costs, and other amounts that Class Counsel intend to request for their work and Class Representatives' work. Regardless, you will not have to pay the lawyers out-of-pocket.
- If you do not join the Settlement Collective, you will still receive payment if the Court approves the Settlement (unless you opt out of the Settlement Class). Your payment will just be a lower amount.

What am I giving up to stay in the Settlement Class and/or to join the Settlement Collective?

If the Court approves this Settlement, then when the Settlement becomes effective, all Settlement Class Members who have not timely and properly opted out of the Settlement Class will release ACS, PCS, and each of their (as applicable) respective owners, members, officers, employees, partners, benefit plans, plan administrators, insurers, agents, attorneys, representatives, benefit plans, plan administrators, counsel, shareholders, agents, representatives, dependents, heirs, and executors, from the following claims:

All liabilities, attorneys' fees, costs, obligations, duties,

undertakings, agreements, contracts, claims, demands, damages, proceedings, actions, and causes of action of every kind (whether know, unknown, suspected or unsuspected) that each Settlement Class Member had, has, may have, or will have for acts or omissions (whether alleged or actual) occurring (or allegedly occurring) from the beginning of time through June 11, 2025 that were or could have been asserted in this Action or *Vidal* given the facts alleged in the operative complaints in this Action and *Vidal*, and includes but is not limited to claims arising under the New York Labor Law, the Trafficking Victims Protection Act, New York's Prohibition on Labor Trafficking.

If you opt into the Settlement Collective, you will also release claims in this lawsuit under the Fair Labor Standards Act based on alleged unlawful kickbacks or alleged failure to pay wages free and clear through June 11, 2025.

This release may affect your rights, and may carry obligations, in the future. To view the full terms of this release that are contained in the Settlement Agreement, as well as the operative Complaint and other related documents, please click [here](#).

Deciding What to Do

How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

| | Do Nothing | Submit an Opt-In Form | Opt out | Object |
|--|------------|-----------------------|---------|--------|
| Can I receive settlement money if I . . . | YES | YES | NO | YES |
| Am I bound by the terms of this lawsuit if I . . . | YES | YES | NO | YES |

| | | | | |
|--|-----|-----|-----|----|
| Can I pursue my own case if I . . . | NO | NO | YES | NO |
| Will the class lawyers represent me if I . . . | YES | YES | NO | NO |

Receiving a Payment

How can I get a payment?

Settlement payments will be made via check. If you would like to receive payment in a different way, you must elect a new payment method by clicking [here](#) or by contacting the Settlement Administrator at [\[phone\]](#) or [\[email\]](#).

How do I opt into the FLSA Settlement Collective?

Settlement Class Members who are eligible to become part of the Settlement Collective and do so by returning or electronically submitting the FLSA Opt-In and Release Form will receive a larger payment than those who do not submit the form. To become part of the Collective, you must fill out and mail or submit the form that was mailed to you. The form is also available and can be filled out online [here](#). If you mail the form, it must be postmarked by [\[DATE\]](#). If you submit the form electronically, you must do so by [\[DATE\]](#).

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers: Nichols Kaster, PLLP (Anna Prakash & Josh O'Neill),

Towards Justice (Juno Turner), Kakalec Law PLLC (Patricia Kakalec), and Katz Banks Kumin LLP (Hugh Baran) **as Class Counsel**.

These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$175,443,78 total in attorneys' fees plus the reimbursement of out-of-pocket expenses in the amount of \$21,333.59 and costs of settlement administration in the amount of \$12,000.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$10,000 each to the Class Representatives Cherry Lyn Miclat and Benzor Shem Vidal for the time and effort they contributed to the case. If approved by the Court, the Service Awards will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. You cannot exclude yourself from the program changes

called for by the proposed settlement.

How do I opt out?

To opt out of the settlement, you must complete the opt out form included with this notice and mail it by [date] to the Settlement Administrator at:

CPT Group
50 Corporate Park
Irvine, CA 92606
[Phone Number]

Be sure to include your name, address, telephone number, and signature.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Court that:

- (1) is postmarked by [date];
- (2) includes the case name and number ([case name and number here])
- (3) includes your full name, address and telephone number, and email address (if you have one);
- (4) states the reasons for your objection;
- (5) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (6) your signature.

Mail the letter to:

CPT Group
50 Corporate Park
Irvine, CA 92606
[Phone Number]

U.S. District Court for the Eastern
District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will get a payment and other relief, and will still be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Advanced Care Staffing, LLC Priority Care Staffing, LLC, and each of their (as applicable) respective owners, members, officers, employees, partners, benefit plans, plan administrators, insurers, agents, attorneys, representatives, benefit plans, plan administrators, counsel, shareholders, agents, representatives, dependents, heirs, and executors, about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found [\[here\]](#).

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [here](#). To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at [\[website\]](#)
- access the Court Electronic Records (PACER) system online or by visiting the Clerk’s office of the Court (address below).

Resource

Contact Information

| | |
|---------------------------------|---|
| Case website | [website] |
| Settlement Administrator | CPT Group 50 Corporate Park Irvine, CA 92606 [Phone Number] |
| Your Lawyers | <p>Anna Prakash & Josh O'Neill Nichols Kaster, PLLP 4700 IDS Center 80 South Eighth Street Minneapolis, MN 55402 (612) 256-3200 aprakash@nka.com joneill@nka.com</p> <p>Juno Turner Towards Justice P.O. Box 371689, PMB 44465 Denver, CO 80237-5680 (720) 441-2236 juno@towardsjustice.org</p> <p>Patricia Kakalec Kakalec Law PLLC 80 Broad Street, Suite 703 New York, NY 10004 (212) 705-8730 Patricia@KakalecLaw.com</p> <p>Hugh Baran Katz Banks Kumin LLP 111 Broadway, Suite 1403 New York, NY 10006 (646) 759-4501 baran@katzbanks.com</p> |

| | |
|-------------------------------|---|
| Court (DO NOT CONTACT) | U.S. District Court for the Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201 |
|-------------------------------|---|