

FORCED LABOR
PENALTY PROVISIONS & FRAUD
IN NURSING CONTRACTS

FORCED LABOR IN NURSING WHY NURSES?

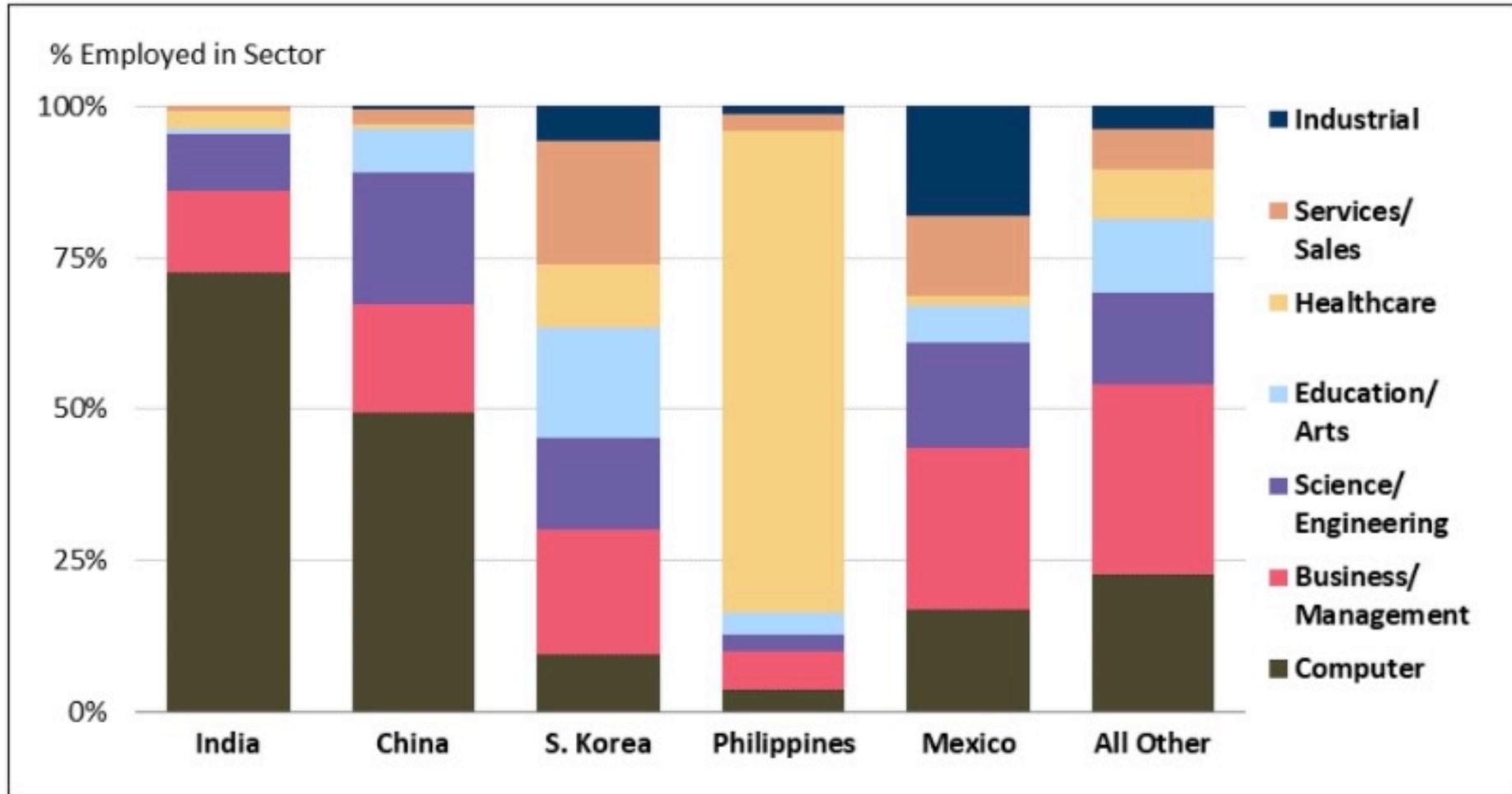
- U.S. IS EXPERIENCING A NURSE SHORTAGE CRISIS
- MORE RN JOBS AVAILABLE IN 2022 THAN ANY OTHER PROFESSION IN THE U.S.
- 194,500 NURSE POSITIONS OPEN ON AVERAGE EVERY YEAR

ENTER THE FILIPINO NURSES

- THE PHILIPPINES IS THE LARGEST EXPORTER OF NURSES WORLDWIDE
- THE PHILIPPINES RANKS #4 IN COUNTRIES OF ORIGIN FOR THE MOST EMPLOYMENT-BASED IMMIGRANTS.
- OF THESE FILIPINO WORKERS SENT TO THE U.S., NEARLY 80% ARE HEALTHCARE WORKERS
- FILIPINO NURSES ARE DESIRABLE BECAUSE OF THEIR EDUCATION, TRAINING AND QUALIFICATIONS ON ARRIVAL.

Figure 3. Occupations of EB Immigrants from Top Five Origin Countries

(EB1, EB2, and EB3 immigrants, FY2017-FY2019)



IMMIGRATION BASICS

LABOR CERTIFICATION/GREEN CARD WORKERS

multi-step
process

takes years

strict
oversight by
DOL & USCIS

NURSES & SCHEDULE A

DOL pre-certification.
Nurses skip the line.



Skipping the line means
skipping the oversight



THE AMERICAN DREAM MARY'S STORY



THE BAIT & SWITCH

Forced to live in substandard housing

No job assignments upon arrival to the U.S.

Forced to work in different positions, not as RNs.

Assigned to the worst shifts at unsafe facilities

Wage theft and pay violations

Prevented from working down contract term

THE COMMON CONTRACT PROVISIONS



- “COMMITMENT PERIOD” PROVISION
- “EXCLUSIVITY” & “NON-COMPETE” PROVISIONS
- “BREACH OBLIGATION” PROVISION
- PROMISSORY NOTES

(b) *Liquidated Damages.* Applicant acknowledges that [redacted] will suffer injury to its business reputation if Applicant fails to complete their obligations this Agreement, and that such damages are difficult to quantify. Therefore, Applicant agrees that [redacted] will be entitled to liquidated damages in the amount of \$30,000 for such breach.



DEBT BONDAGE

PROBLEMS

- LACK OF UNDERSTANDING RESULTS IN DEFAULT JUDGMENT
- CASES ARE MISUNDERSTOOD
- COMPANIES QUICK TO SETTLE IN EXCHANGE FOR SILENCE OF THE NURSES
- LIMITED PRECEDENT DECISIONS

9. **How You Repay Us.** As described above in Paragraph 6(a), the Advanced Amount is considered an advancement to you and is eligible to be forgiven during your employment as an RN at the Facility. So long as you remain employed as a RN at the Facility, do not leave the Facility's employment during the Term, comply with all Facility policies, and meet work performance expectations, you will not have to pay back the Advanced Amount.

The Advanced Amount will be forgiven over the Term as follows: one-half (50%) of the final total Advanced Amount will be forgiven upon completion of the first twenty-four (24) months of the Term; and the remaining portion (50%) of the Advanced Amount will be forgiven at the conclusion of the Term. Federal, state and local taxing authorities may

consider the forgiveness of some or all of the Advanced Amount to be income subject to taxation. The Facility will act in accordance with those taxing authorities and apply any taxes required by the authorities. By accepting employment with the Facility, and by availing yourself of the immigration benefit conferred as a result of the Facility's sponsorship, you agree to work for the Facility during the Term and to repay to the Facility any unforgiven balance of the Advanced Amount: (a) should you prematurely, voluntarily terminate or abandon your employment at the Facility; or (b) should your employment be terminated by the Facility for (i) failing to meet performance expectations, (ii) violating Facility policy, or (iii) failing to meet the Hour and Duty Requirements for any reason. If you fail to repay at the time of termination, the Facility may pursue restitution or other remedies through legal channels. You agree that the Facility will be entitled to interest at the rate of eight percent (8%) per annum on any unpaid amounts and the Facility will be entitled to its attorneys' fees and costs incurred in connection with any collection of unpaid amounts.

→ We will also report your failure to make restitution or meet any of your obligations under the terms of this letter to the Department of Labor, Immigration and Naturalization Service and/or Immigration and Customs Enforcement Agency under applicable immigration fraud statutes.

REOCCURRING ISSUES & CHALLENGES

- MOST SERIOUS OFFENDERS NOT ATTRACTIVE FOR CLASS ACTIONS
- CONTRACTS AND THE LEGAL SYSTEM ARE USED AS A WEAPON
- NEW CONTRACTS REQUIRE ARBITRATION, ELIMINATING NURSE ACCESS TO THE COURTS
- IMMIGRATION PROCESS IS BEING ABUSED
- ACCESS TO LEGAL REPRESENTATION FOR THE NURSES IS LIMITED
- DOL AND EEOC INVESTIGATIONS TAKE YEARS, WHICH THE NURSES DON'T HAVE