

The Sentosa 27 Court Opinions

BACKGROUND

Sentosa Recruitment Agency, based in the Philippines, recruits nurses for direct placement in their affiliated facilities in New York. In 2005, a group of 10 nurses signed employment contracts with Sentosa to migrate to the U.S. and join the staff of one of the Sentosa affiliate facilities. The contract promised direct employment with nursing homes, two months of housing and medical coverage, and assistance for the nurses to acquire their legal residency and nursing licenses.

According to the nurses, when they arrived in the United States, Sentosa representatives informed them they would be working for an employment agency instead of directly for a nursing facility, and they would initially be employed as clerks instead of nurses because promised temporary licensing was not in place. All of the nurses were assigned to Avalon Gardens Rehabilitation and Health Care Center in Smithtown, New York.

The nurses also assert the promised housing was substandard – alleging that over a dozen nurses were placed in a single-family house with one bathroom, inadequate heat and no telephone. The nurses feared the consequences of leaving Sentosa’s employment because their employment contracts called for a 3-year commitment and included breach fees for \$25,000 per nurse if the contracts were broken. Instead, the nurses allege they made multiple attempts to resolve issues directly with Sentosa and Avalon, and when their efforts failed they sought legal advice from attorney Felix Vinluan. Shortly thereafter, the nurses resigned from Sentosa.

SENTOSA TAKES ACTION AGAINST NURSES, NURSES RESPOND

In response to the resignation of the nurses, Sentosa and Avalon filed a civil action against the nurses for breach of contract, brought an action against Vinluan for illegally interfering with the nurse contracts, and in April 2006 filed a complaint with the New York State Education Department Office of Professional Misconduct against the nurses alleging patient abandonment. Sentosa also convinced the Suffolk County Prosecutor to file criminal charges against both the nurses and attorney Vinluan for the criminal endangerment of patients at Avalon Gardens.

In September of 2006, the New York State Education Department concluded the nurses behaved properly, clearing the nurses from claims of professional wrongdoing. This freed the nurses to seek employment elsewhere.

In January of 2009, the nurses successfully sued the State of New York to block the criminal charges filed against them and their attorney in Suffolk County. The 2nd Department Appellate Court in New York State ruled the criminal charges to be a violation of the nurses' 13th Amendment rights (freedom from slavery and indentured servitude) and Attorney Vinluan's 1st Amendment rights (freedom of speech).

The Court explained that the Supreme Court of the United States has interpreted the 13th Amendment to forbid the quitting of employment to be a component of a crime. The 13th Amendment protects the right to change employers – since leaving a job post is a worker's only defense against poor working conditions. If criminal prosecutions were permitted to proceed, the nurses would have been forced to remain at their posts via threat of criminal sanctions after tendering their resignations in protest of poor working conditions. Such an act on the part of the State would be a violation of the 13th Amendment.

Similarly, criminal charges against attorney Vinluan were also barred. The Court held that advising the nurses that their legal rights had been infringed upon and providing legal advice in good faith is protected speech under the 1st Amendment of the U.S. Constitution and may not be criminalized. Since the resignation of nurses cannot be criminalized under the 13th Amendment, legal advice provided leading to their resignation cannot be considered advising Nurses to commit a crime.

'BATTLE OF THE BREACHES'

In May of 2010 a New York Supreme Court judge described the case as “the battle of the breaches” and ruled the issues should be sorted out at trial. Significantly, in the same decision, the court ruled the \$25,000 breach fees included in the nurse's employment contracts were unenforceable because the nurses had “unequal bargaining power” and were presented with “take it or leave it” contracts. The judge also completely dismissed the lawsuit brought by Sentosa and Avalon against attorney Vinluan.

As of March 2011, the breach of contract lawsuit brought by Sentosa and Avalon was currently working its way through the New York Court system, and the nurses have counter-sued Sentosa and Avalon for breaching the contract first.

Full versions of the court rulings issued in the case can be found at the following links:

[MATTER OF VINLUAN v. Doyle, 60 AD 3d 237](#)

[SENTOSA CARE, LLC v. ANILAO, 2010 NY Slip Op 31326](#)