

CLAIM FORM AND RELEASE

In re House of Majestic Cleaning Settlement

Index No: 511791/2017

INSTRUCTIONS

If you want to participate in the Settlement that is described in the NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT (“Notice”) that was sent to you with this document, please complete and sign this Claim Form and Release, by filling in all of the information on the next page. *If you received this Claim Form and Release from the Settlement Administrator via U.S. mail postmarked or time-stamped as sent on June 22, 2018 (“Notice Mailing Date”), you are a “Settlement Class Member” and your deadline for returning this Form to the Settlement Administrator is August 21, 2018.*

IN ORDER TO PARTICIPATE IN THIS SETTLEMENT, YOU MUST SUBMIT A SIGNED AND FULLY COMPLETED CLAIM FORM AND RELEASE (ALL CLASS MEMBERS).

I. SUBMISSION INSTRUCTIONS

On or before the applicable date identified above, you must submit the completed Claim Form and Release, to the Settlement Administrator at the following physical address, email, or fax number:

Arden Claims Service, LLC

P.O. Box 1015

Port Washington, NY 11050

Tel: 877-623-2703

Fax: 516-944-1771

E-Mail: info@ardenclaims.com

RE: Majestic Cleaning, Inc., Litigation Settlement

Even if you file an objection to the Settlement, you must submit the Claim Form and Release, by the applicable deadline, in order to receive any benefits under the Settlement if your objection is overruled.

It is recommended that you keep a record of the mailing, email, or fax of your submission, or that you contact the Settlement Administrator via telephone to confirm they received it, via **877-623-2703**.

II. IF YOU HAVE QUESTIONS

If you have any questions about completing the Claim Form and Release, or you want to check on the status of your submission, please contact the Settlement Administrator by phone at **877-623-2703**. If your address changes, please provide your updated address to the Settlement Administrator immediately.

The law firm of Jaffe Glenn Law Group, P.A., has been appointed as Class Counsel in this matter. If you have questions about the Settlement, you may contact Class Counsel Jodi Jaffe and/or Andrew Glenn at: Jaffe Glenn Law Group, P.A., 301 North Harrison Street, Suite 9F, #306, Princeton, NJ, 08540, (201) 687-9977.

III. PLEASE COMPLETE THE FOLLOWING

In order to receive a payment from the Settlement, you must complete all of the information below and return it to the Settlement Administrator no later than the dates identified above under the heading “Instructions.”

Name (first, middle and last): _____

Email Address: _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number: () _____

IV. REPRESENTATIONS AND WARRANTIES.

By signing this Claim Form and Release, you represent and warrant that:

You were a cleaner in New York at some point between October 1, 2010 and June 30, 2017 for MAJESTIC CLEANING, INC., SPOT ON CLEANING, INC., CLEANING MANAGEMENT SERVICES, INC., FIRST RATE CLEANING, INC., ALPHA CLEANING SERVICES, INC., NASSAU SUPPLIES, INC., ROGUE MAINTENANCE, INC., TOP SHELVES CLEANING, INC., and YOUR WAY CLEANING SERVICE CORP, and RANDY GURIN, Individually (“Defendants”) or you were a cleaner for Defendants in New Jersey, Pennsylvania, Connecticut, or any other state at some point between October 1, 2013 and June 30, 2017.

You have not filed, or taken any action, directly or indirectly, to commence, prosecute, pursue or participate, individually or on a class or collective action basis, in any action, claim or proceeding against Defendants and Randy Gurin, Individually (collectively “Releasees”), in any forum in which any of the claims released by this Agreement have been or may be asserted, or which in any way would prevent any such claims from being extinguished through the Settlement in this action; and

You have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein that you may assert against Releasees, including, but not limited to, any interest in this litigation, or any related action.

IV. RELEASE OF CLAIMS/INDEMNIFICATION

By signing and returning this form, I consent to participate in the settlement of the above action, and authorize Jaffe Glenn Law Group, P.A., as Class Counsel to act on my behalf in all matters relating to this action, including the settlement of my claims. I understand my share of the proposed settlement will be distributed less applicable federal and state payroll tax withholdings. Half of the payment I will receive will be treated as wages subject to deductions for applicable taxes and withholdings, and for which I will receive a Form W-2; the other half will be treated as non-wage income and be reported on a Form 1099. Releasees will not be withholding taxes due from the non-wage portion of the payment reported on the Form 1099. If I am required to file an income tax return, I must treat the non-wage portion of the settlement payment listed on the Form 1099 as income, even though no withholding was made. If I do not pay the taxes due on that amount, and any Releasee is required to pay it for me, I agree to pay back to such Releasee any taxes, penalties, interest or other amounts due or owing by me on the portion of my payment reported as non-wage income.

I also acknowledge that I am waiving and giving up my right to assert any claim for wages, benefits and other compensation arising out of or relating to my employment as a cleaner with Releasees (as defined in the attached Exhibit A), and affirm that I have read and understand the Release of Claims in Exhibit A and agree to be legally bound by the Release of Claims.

Date: _____

(Sign your name here)

EXHIBIT A
FEDERAL AND STATE LAW RELEASES
AND REPRESENTATIONS AND WARRANTIES

RELEASES

You, on your behalf, and on behalf of your respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, fully release Majestic Cleaning, Inc., and Randy Gurin, Individually, and its respective present and former divisions, subsidiaries, parents, predecessors, any merged entity or merged entities, and its and their present and former officers, partners, directors, employees, agents, attorneys, shareholders, insurers or reinsurers, employee retirement or benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them (collectively “Releasees”), of and from all Released State Law Claims and Released Federal Law Claims (collectively “Released Claims”), as defined below.

“Released State Law Claims” shall collectively mean any and all New York State, New York City and any other local government claims; any and all Connecticut and any local government claims; any and all New Jersey and any local government claims; any and all Pennsylvania and any local government claims; and any and all other state and local government claims. Released claims are limited to wage and hour claims, obligations, demands, actions, rights, causes of action and liabilities against Releasees, of whatever kind and nature, character and description, whether known or unknown, and whether anticipated or unanticipated, including Unknown Claims, that accrued or accrue on any date up through the date upon which the Court enters an order which gives final approval to the Settlement, for any type of relief related to the claims alleged in the Litigation under New York, Connecticut, New Jersey, Pennsylvania, and any other state law and local law that arose from or are in any way related to employment you had with Releasees as Cleaner, under any legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to provide or denial of meal and rest periods, failure to timely pay final wages including upon termination, failure to reimburse for business expenses, failure to furnish accurate wage statements or other notices, retaliation due to the filing of or participation in the Litigation, failure to provide benefits or benefit credits, failure to keep records of hours worked or compensation due, and/or failure to post a summary and/or notice of wage-hour laws, and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest, and/or penalties, and any related or derivative claims, including but not limited to claims under the Employee Retirement Income Security Act (“ERISA”), other penalties, punitive and liquidated damages claims, and/or violations of any other state or local statutory and or common law relating to these noted claims. Released New York, New Jersey, Pennsylvania, Connecticut and other State Law Claims explicitly excludes any other claims, allegations, or complaints unrelated to any compensation issues that are presently pending in any other judicial or administrative forum.

“Released Federal Law Claims” shall mean any claims, obligations, demands, actions, rights, causes of action, and liabilities against Releasees, of whatever kind and nature, character and description, whether known or unknown, and whether anticipated or unanticipated, including Unknown Claims, that accrue or accrued on any date up through the date of the Approval Order, for any type of relief under the Fair Labor Standards Act (“FLSA”) that arose from or relate in any way to any internship or engagement you had with Releasees as an Intern covered by this Settlement, including without limitation FLSA claims for wages – including minimum and overtime wages, damages, unpaid costs, penalties (including late payment penalties), premium pay, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief, and/or any related or derivative claims, including but not limited to related or derivative by or on behalf of Releasees; calculating and withholding Class Members’ share of applicable Payroll Taxes (including, without limitation, federal, state, and local income tax withholding, FICA, Medicare and any state or local employment taxes); remitting such withheld funds to the appropriate taxing authorities and providing any related tax reporting; preparing and filing all tax returns necessary for the Settlement and the Qualified Settlement Fund; preparing a declaration regarding its due diligence in the claims administration process; and performing such other duties as the Parties to the Litigation may jointly direct or as are specified in the Settlement, including, without limitation, such duties as are claims arising under ERISA.

“Unknown Claims” shall mean any Released New York, New Jersey, Pennsylvania, Connecticut, or other State Law Claims or Released Federal Law Claims that you do not know or suspect to exist in your favor on or before the date of entry of the Approval Order. You are deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits you may otherwise have had relating to the claims identified above.