

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

**IN THE SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

Case No. 511791/2017

IN RE MAJESTIC CLEANING, INC., CLEANER SETTLEMENT

You may have a right to participate in this proposed settlement if you were a cleaner 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” and/or Releasees) in New York at any time during the period from October 1, 2010 to June 30, 2017; or in New Jersey, Connecticut, Pennsylvania, or any other state at any time during the period from October 1, 2013 to June 30, 2017 (Defendant and related entities, parents, and subsidiaries are collectively referred to as the “Releasees”).

Based on information in the records of Releasees, as well as publicly-available information, you may be a class member who is entitled to participate in the settlement of the case captioned *In Re Majestic Cleaning, Inc., Cleaner Settlement*. A settlement has been reached in this lawsuit. This notice has been authorized by the New York Supreme Court to inform you of your potential right to participate in the settlement. **Please read this notice carefully.** It contains important information about your rights concerning the class action settlement described below if you are an eligible settlement class member.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<p>IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT</p>	<p>To participate in the settlement and receive a share of the settlement fund, you must: (1) fully and timely complete and sign the Claim Form and Release, and (2) timely email, mail, or fax, (i) the executed Claim Form and Release, to the Settlement Administrator. <i>See</i> Section 7 for complete instructions. If you received this Notice via mail with a date of June 22, 2018, the Claim Form and Release and supporting documents must be postmarked, emailed, or faxed back to the Settlement Administrator by August 21, 2018.</p>
<p>IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT OR IF YOU ELECT TO DO NOTHING IN RESPONSE TO THIS NOTICE</p>	<p>If you do not want to participate in the settlement and receive a share of the settlement fund, then you should take no action. You will not receive any money from the settlement and you cannot sue Releasees under any state law or federal law for allegedly unpaid wages or other related matters described in the state law claims or federal law claims relating to your wages.</p>
<p>IF YOU WANT TO OBJECT TO THE SETTLEMENT</p>	<p>If you wish to object to the settlement as set forth in the Settlement Agreement, you must submit a Claim Form and Release in a timely manner AND you must postmark, email, or fax a written statement to the Settlement Claims Administrator within sixty (60) days from the mailing of the Notice. The written objections must (1) clearly identify the written statement as an objection, such as “I object to the settlement in the Majestic wage case”; (2) contain all reasons for the objection; (3) contain the Objector’s name, address, and telephone number; and “4) be signed by the Objector. If you object, you may ask to appear before the Court, either in person or through counsel retained by the Objector to express your concerns about the fairness of the settlement. It is in the Court’s discretion whether to allow the Objector or the Objector’s counsel to speak at the hearing, <u>should one be held</u>. If the Court rejects your objection, you will still be bound by the terms of the settlement. Procedures for objecting are described in question 9 below.</p>
<p>IF YOU WANT TO EXCLUDE YOURSELF FROM THE SETTLEMENT</p>	<p>If you wish to exclude yourself (“opt-out”) from the settlement and not receive a payment, you must follow the directions outlined in the response to question 10 below. If you Opt-out of the settlement, your potential right to sue or continue the litigation against the Releasees is not waived.</p>

1. What is this lawsuit about?

A lawsuit was filed by three (3) former cleaners alleging that Defendants violated the New York Labor Law by failing to pay cleaners minimum wages and overtime wages in accordance with the law. The current plaintiffs in the action, Luz Cruz, Matilde Cruz and Jose Marcos (“Named Plaintiffs”), for themselves and others whom they claim are similarly situated, seek to recover allegedly unpaid minimum wages and overtime wages as well as interest, attorneys’ fees, costs, and other relief.

Releasees deny that they violated the law or that they owe any cleaners wages. Releasees deny any liability and maintain that they have consistently acted in accordance with all governing laws at all times. To avoid the burden, expense, inconvenience, and uncertainty of continued litigation, however, Releasees have concluded that it is in their best interests to resolve and settle the lawsuit, without admitting any wrongdoing or liability, and by entering into a settlement agreement (“Agreement”).

The lawsuit is presently pending in the Supreme Court of the State of New York, County of Kings. The Court has not made any decision on the merits of Plaintiffs’ claims in the lawsuit or whether the case, in the absence of this settlement, may proceed as a class and/or collective action.

2. Why did I receive this notice?

You have received this notice because Releasees’ records, or publicly available information agreed upon by Defendants’ and Class Counsel, show or suggest that you were employed by **MAJESTIC CLEANING, INC.** or **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, in New York, from October 1, 2010 to June 30, 2017; or in Connecticut, New Jersey, Pennsylvania, or any other state, from October 1, 2013 to June 30, 2017.

3. What is a class/collective action?

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people. These people are called class action members. In a class action, one court resolves the issues for all class members who do not opt out.

4. Why is there a settlement?

The attorneys representing the Class Members (“Class Counsel”) have analyzed and evaluated the merits of the claims made against Defendants in this lawsuit. Such work included client intakes, witness interviews, the exchange of information, and documents, and numerous in-person and telephonic settlement conferences between counsel and representatives of Releasees. Class Counsel and the Named Plaintiffs have entered into this proposed settlement based upon an analysis and evaluation of this data, relevant law, the potential for an adverse ruling that might severely limit or terminate the ability of Class Members to recover for any alleged unpaid wages, and the substantial risks of continued litigation, including the possibility that the litigation, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years. Class Counsel and the Named Plaintiffs are satisfied that the terms and conditions of this settlement are fair, reasonable and adequate and that this settlement is in the best interest of the Class Members.

Releasees deny the allegations in the lawsuit, and deny that they owe any cleaners any wages or other compensation. To avoid the burden, expense, inconvenience, and uncertainty of continued litigation, however, Releasees have concluded that it is in their best interests to resolve and settle the lawsuit, without admitting any wrongdoing or liability.

5. What does the proposed settlement provide?

Pursuant to the terms of the Agreement, Releasees have agreed to create a settlement fund that will be used to make payments to all Class Members who timely and properly complete and return a Claim Form and Release.

Releasees agreed to provide a Gross Settlement Amount equal to the potential aggregate sum of all potential claims, costs, fees, and service awards not to exceed One Million Five Hundred Thousand dollars (\$1,500,000.00), to settle the litigation.

In addition to settlement payments, the money in the settlement fund will be used to pay for Settlement Administration Fees and costs, a Service Payment to the Named Plaintiff, and Class Counsel’s Fees, Costs, and Expenses. The complete terms and conditions of the settlement may be obtained from the Settlement Administrator, which is **Arden Claims Service, LLC, PO Box 1015, Port Washington, New York 11050, Telephone: 877-623-2703, Fax: 516-944-1771, Email: info@ardenclaims.com.**

6. How much is my settlement payment?

Your settlement payment, assuming you timely submit a Claim Form and Release, will be calculated based on your wages paid per week, divided by the number of hours you worked each week, multiplied by 1.5 to obtain the overtime rate and then multiplied by the number of weeks you worked for the Releasees. This information will be retrieved from a spreadsheet prepared by Class Counsel.

Your allocated share shall be reduced by any regular and ordinary payroll tax deductions that need to be withheld.

Amounts that are not claimed by Class Members do not have to be paid by Releasees. The amount of your settlement payment will not be affected by the number of Class Members who claim a share. Class Counsel’s spreadsheet is presumed to be correct, and will be used to calculate your settlement allocation.

7. How can I participate in the settlement?

To receive a payment, you must timely complete and return the enclosed Claim Form and Release. **Your Claim Form and Release must be postmarked, emailed or faxed to the Settlement Administrator on or before August 21, 2018 to this address:**

**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

If you do not properly complete and timely submit your Claim Form you will not be eligible to receive any payment. The Settlement Administrator will not make your payment until the settlement is fully and finally approved by the Court.

You will need to deposit or cash your settlement check within 180 days after it is mailed to you. After the 180-day period (as determined by the postmark on the envelope the check was mailed in) has expired, the settlement check will be void and you will not be issued a replacement check.

8. What can I do if I have information about an Unverified Class Member?

Releasees do not possess the full name and last known mailing or email address of certain Class Members. These individuals are called Unverified Class Members. Unverified Class Members have up to **September 5, 2018** to participate in this settlement. If you know someone who you believe should be a part of this Settlement, or if someone contacts you because they believe they should be a part of this Settlement, you may send their information to the Settlement Administrator (whose contact information is listed in question 7) or simply direct the Unverified Class Member to contact the Settlement Administrator to obtain a Notice and Claim Form.

9. How do I tell the Court that I don't like the settlement or object to it?

If you timely submit a Claim Form and Release, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court may consider your views. If the Court rejects your objection, you will still be bound by the terms of the settlement.

To object, you must send a letter saying that you object to the settlement of the Majestic Cleaning, Inc., case. If you wish to appear before the Court to be heard, you must specifically request so in your objection letter. Your statement must include all reasons for your objection and any supporting documentation in your possession. Your statement must also include your name, address, email address, and telephone number. If you wish to present your objection at the Hearing described in question 11 below, you must state your intention to do so in your written objection. Your objection will not be heard unless it is postmarked, faxed or emailed to the Settlement Administrator by the applicable Claim Bar Date.

The Settlement Administrator will share your objection with Class Counsel and Defendants' counsel and your objection will be filed with the Court. You will be contacted by the Settlement Administrator or Class Counsel with the date, time and location of any Court hearing. You may not object to the settlement if you submit a letter requesting to exclude yourself or "opt-out" of the settlement, because by doing so you are no longer a part of the case.

10. How do I exclude myself (opt-out) of the settlement?

If you do not wish to participate in this proposed settlement, and/or you want to keep the right to sue or continue to sue Releasees on your own about the legal issues in this case, or which could have been brought in this case, then you must take steps to exclude yourself from this lawsuit. If you intend to exclude yourself, you must fax, email or mail a written, signed statement to the Settlement Administrator stating, "I opt-out of the Majestic Cleaning lawsuit" or words to that effect which clearly express your desire to exclude yourself from this settlement and this case. You must include your name, address, and telephone number in the statement ("Opt-out Statement"). To be effective, the Opt-out Statement must be mailed, emailed, or faxed to the Settlement Administrator on or before **August 21, 2018**.

11. What's the difference between objecting and excluding yourself (opting-out)?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you do not exclude yourself from the settlement. Excluding yourself from the settlement ("opting-out") is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

If you send an objection, it is not necessary for you to come to Court to talk about it, but you may do so at your own expense or pay your own lawyer to attend. As long as you postmarked, emailed or faxed your written objection on time, the Court may consider it. You will be notified of the date and location of the court appearance, should the Court schedule a hearing, by the Settlement Administrator or Class Counsel.

12. What happens if I do not participate or if I opt-out of the settlement?

If you choose not to participate in the settlement, if you opt-out or if you do not timely and properly return your Claim Form, then you will not receive any money from this settlement.

If you do not return a Claim Form and Release, but do not opt-out, you will release your state law claims (“Released State Law Claims”) and you will not be able to sue Releasees on your own for unpaid wages or related matters under state law or federal law. Please review Exhibit A to the enclosed Claim Form and Release for a complete explanation of all Released State Law and Federal Law Claims.

13. Do I have a lawyer in this case?

Yes. The law firm of Jaffe Glenn Law Group, P.A., 301 North Harrison Street, Suite 9F, #306, Princeton, New Jersey, 08540 (201) 687-9977, www.jaffeglenn.com, has been designated by the Court as legal counsel to represent you and the other Class Members. These lawyers are called Class Counsel. You will not be charged separately for these lawyers if you participate in the settlement. Their fees are being paid from the Gross Settlement Amount as described above. If you wish to be represented by your own lawyer, for example if you wish to object to the settlement, you may hire one at your own expense.

14. What is the legal effect of the settlement?

If the Court grants final approval of the settlement, in exchange for the settlement payment made by Releasees in accordance with the Agreement, this lawsuit will be dismissed with prejudice. If you timely and properly submit a Claim Form and Release, then you will fully release and discharge Releasees from certain federal law and state law claims for wages, benefits, and other compensation arising out of or relating to the facts alleged in the litigation. When claims are “released,” that means that a person covered by the release cannot sue the Releasee for any of the claims that are covered by the release.

If you do not opt-out of the settlement but do not file a claim form, you will release all your state law claims and all your federal law claims.

15. When will the Court decide whether to approve the settlement?

The Court has approved the settlement, concluding that the settlement is fair, adequate, and reasonable and that the proposed distribution of the settlement amount is fair, adequate, and reasonable.

The settlement will go into effect unless the Court believes there are unresolved issues (including any based on any objections), and does not allow the parties to finalize the settlement process or if the settlement otherwise becomes unenforceable.

16. Are there more details about the settlement? What if I have any questions?

This notice summarizes the proposed settlement. However, more details are in the Agreement. You can review the Agreement by contacting the Settlement Administrator. If you have a procedural question such as how to complete the Claim Form, please contact the Settlement Administrator. If you have a question that requires legal consultation, please contact Class Counsel Jodi J. Jaffe and/or Andrew I. Glenn at 301 North Harrison Street, Suite 9F, #306, Princeton, New Jersey, 08540, (201) 687-9977. Your communications with Class Counsel will be strictly confidential and privileged.

17. What if my name or address changes?

If your name, mailing address, email address, and/or telephone number changes after you submit your Claim Form and Release, you must notify the Settlement Administrator immediately. If you do not correct your address, any potential settlement check may be mailed to the address that is on file for you. Therefore, it is your duty to keep an updated address on file. The contact information for the Settlement Administrator is listed in question 7 above.