

ARLEY RUIZ and JOHN WILMAR GIRALDO, on behalf of themselves,
individually, and on behalf of all others similarly-situated,

Plaintiffs,

-against-

NEW YORK ENVIRONMENTAL SYSTEMS, INC.

Defendant.

Index No.: 621167/2024

NOTICE OF CLASS ACTION LAWSUIT SETTLEMENT

TO: ASBESTOS HANDLERS / HAZARDOUS MATERIAL HANDLERS AND ASBESTOS HANDLER SUPERVISOR DRIVERS WHO WERE EMPLOYED BY NEW YORK ENVIRONMENTAL SYSTEMS, INC. ON AT LEAST ONE DAY IN NEW YORK AT ANY TIME FROM OCTOBER 2, 2017 THROUGH AUGUST 30, 2024

Based on the records of NEW YORK ENVIRONMENTAL SYSTEMS, INC (“NYES” or “Defendant”) you were employed between October 2, 2017 and August 30, 2024, and are entitled to participate in the settlement (the “Settlement”) of the case captioned Ruiz, et al. v. NEW YORK ENVIRONMENTAL SYSTEMS, INC, Index No.: 621167/2024 (the “Lawsuit”).

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS CONCERNING THE SETTLEMENT. IF THE SETTLEMENT IS APPROVED BY THE COURT AND YOU TAKE NO FURTHER ACTION, YOU WILL BE BOUND BY ITS TERMS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU CAN PARTICIPATE	As described more fully below, to participate in the Settlement send a properly completed copy of the enclosed Claim Form and Release to the Settlement Claims Administrator, post-marked or submitted online by no later than May 20, 2025 .
YOU CAN DO NOTHING	If you fail to submit a timely Claim Form and Release, you will receive no monetary distribution from the Settlement. If you do not opt-out of the Settlement you will still be bound by the release, which means that you will also lose the ability to file a lawsuit against Defendant for covered claims under New York State law (“NYLL”). We will not be bound by any release for any claims under the federal Fair Labor Standards Act (“FLSA”).
YOU CAN OBJECT TO THE SETTLEMENT	As described more fully in the Settlement Agreement, if you have an objection to the Settlement or to any of its terms you may file an objection which may be reviewed by the Court. You may not file an objection if you opt-out of the Settlement.
YOU CAN OPT-OUT OF THE SETTLEMENT	As described more fully below, you can choose not to participate in the Settlement by sending an opt-out statement to the Claims Administrator. If you do so, you will receive no monetary distribution from the Settlement and you will not be bound by the settlement of the Lawsuit.

1. WHAT IS A CLASS ACTION/WHY ARE YOU RECEIVING THIS NOTICE?

A class action is a lawsuit where the claims and rights of many people are decided in a single court proceeding. Two representative plaintiffs, also known as a “class representatives,” filed a lawsuit asserting claims on behalf of the entire class. In this case, the “Class Members” consist of all asbestos handlers / hazardous material handlers and asbestos handler supervisor drivers who were employed by Defendant in New York on at least one day between October 2, 2017 and August 30, 2024 (“the relevant period”). You have received this notice because NYES’s records show that you worked for NYES in a position covered by this Settlement during the relevant period. This Notice should not be understood as an expression of any opinion by the Court as to the merits of any claims or defenses asserted by the parties. The purpose of this Notice is to inform you of your rights under the Settlement resolving the Lawsuit.

2. WHAT IS THIS CASE ABOUT?

The Lawsuit was commenced by Arley Ruiz and John Wilmar Giraldo (“Plaintiffs”) against NYES. The Lawsuit alleges that Defendant violated the FLSA and the NYLL by failing to appropriately pay drivers for time spent traveling to and from worksites, failing to pay overtime compensation to the plaintiffs in some instances when they worked over forty hours in a week and failing to provide accurate pay stubs when one of those situations occurred. Defendant denies these allegations and denies violating the

law in any way and contend that Class Members received all monies and notices and wage statements to which they were entitled, and that they complied with all applicable laws. The Nassau County Supreme Court has taken no position in this case regarding the merits of Plaintiff's claims or the Defendant's defenses. As a result of extensive negotiations, the parties entered into a Class Action Settlement Agreement ("Settlement Agreement").

3. WHAT ARE THE TERMS OF THE SETTLEMENT?

Plaintiffs and Defendant have agreed to settle the Lawsuit for an amount not to exceed the total sum of Nine Hundred Eighty Thousand Dollars and Zero Cents (\$980,000.00) (the "Settlement Fund"), per the terms of a written Settlement Agreement and Release (the "Settlement Agreement").

Subject to Court approval, the following payments and expenses will be deducted from the Settlement Fund prior to any distributions to Class Members:

- **Service Awards:** If the court approves service award payments, the total of \$15,000 will be paid out to the two Named Plaintiffs, in the amount of \$7,500 each. This payment to the Named Plaintiffs is being made based on the services he provided on behalf of the Class Members.
- **Attorneys' Fees and Costs:** Class Counsel (defined below) will apply to the Court for attorneys' fees of one-third of the Settlement Fund (\$326,666.67) and recovery of costs (up to \$10,000.00).
- **Claims Administrators' Fees:** Class Counsel will ask the Court to approve up to \$50,000 to cover the Claims Administrator's fee.

If the Court approves these payments, after these deductions, the remaining Settlement Fund (the "Net Settlement Fund") will be distributed only to Participating Class Members, as set forth in the Settlement Agreement and summarized below:

- Participating Claimants will receive a minimum of \$600 ("Base Payment"), subject to modification below.
- In addition, Participating Claimants may be entitled to receive a proportionate share of the Net Settlement based upon the following groups and calculation, depending on whether they worked as drivers or non-drivers:

(A) GROUP ONE: Non-Driving Claimants

1. Participating Claimants who were not drivers, and who worked up to four weeks during the Covered Period, will be eligible to receive the Base Payment;
2. Participating Claimants who were not drivers, and who worked between four and twenty-six weeks during the Covered Period, will be eligible to receive \$200 in addition to the Base Payment (a total of \$800);
3. Participating Claimants who were not drivers, and who worked between twenty-six weeks and seventy-eight weeks during the Covered Period, will be eligible to receive \$400 in addition to the Base Payment (a total of \$1,000);
4. Participating Claimants who were not drivers, and who worked more than seventy-eight weeks during the Covered Period, will be eligible to receive \$600 in addition to the Base Payment (a total of \$1,200);

(B) GROUP TWO: Driving Claimants

1. Participating Claimants who were drivers and recorded up to twenty hours of drive time during the Covered Period, will be eligible to receive \$820.00 in addition to the Base Payment (a total of \$1,420.00 each);
2. Participating Claimants who were drivers and recorded between twenty and fifty hours of drive time during the Covered Period, will be eligible to receive \$1,000.00 in addition to the Base Payment (a total of \$1,600.00 each);
3. Participating Claimants who were drivers and recorded between fifty and one hundred hours of drive time during the Covered Period, will be eligible to receive \$1,355 in addition to the Base Payment (a total of \$1,955.00 each);
4. Participating Claimants who were drivers and recorded more than one hundred hours of drive time during the Covered Period, will be eligible to receive \$1,500 in addition to the Base Payment (a total of \$2,100.00 each);

ONLY PARTICIPATING CLASS MEMBERS SHALL BE ENTITLED TO RECEIVE THEIR INDIVIDUAL SETTLEMENT AMOUNT.

You will have One Hundred Twenty (120) calendar days after the date your Individual Settlement Check is issued to cash it. If you lose or do not receive your Individual Settlement Check, you must request a replacement one within the 120-day period of your Individual Settlement Check's issue date. You must cash any replacement check by the later of the 120-day deadline or by forty-five (45) calendar days after the date any replacement Individual Settlement Check is issued. If you do not cash your Individual Settlement Check or request a replacement one within the 120-day period, your Individual Settlement Check will be void. However, you will remain bound by all the terms of the Settlement Agreement even if you do not cash your Individual Settlement Check. Requests for a replacement Individual Settlement Check made after 120 days of the issue date will not be honored.

4. HOW MUCH WILL MY PAYMENT BE AND WHEN WILL I RECEIVE IT?

Each Participating Class Member will receive a share of the Net Settlement Fund based on the formula described above and in the Settlement Agreement which takes into account the number of weeks that you worked and the position(s) that you held between October 2, 2017 and August 30, 2024.

Based on the formula set forth above and in the Settlement Agreement, your estimated individual settlement award is approximately \$ _____.

The Settlement Claims Administrator will distribute Individual Settlement Checks commencing within five (5) days after the Defendant makes all payments necessary to fund the Settlement Agreement. Defendant shall pay the settlement within twenty business days of the "Effective Date." The Effective Date is defined as the later of either, (1) 30 days after the close of the Claim Form Period; or (2) 30 days after a final order is entered, if the Court holds a Fairness Hearing, which authorizes the Parties to complete the settlement process, whichever is later. If, however, an appeal of the Approval Order is filed, then the Effective Date shall be 30 days after the latest of the following: (1) the appeal is dismissed, discontinued, or denied; (2) the Approval Order has been affirmed on appeal or remanded in a form substantially similar to the order entered by the Court; or (3) the time to petition for review of an appellate decision expires.

5. WHAT IS THE LEGAL EFFECT OF THE SETTLEMENT?

To receive a distribution from the Net Settlement Fund, you must timely complete and return the enclosed Claim Form and Release. The Claim Form and Release must be personally filled out by the current or former employee who seeks to participate in the Settlement or someone with a legal right to act on his or her behalf.

The Claim Form and Release must be properly completed, signed, and mailed, emailed, faxed, or submitted online to the Settlement Claims Administrator by **May 20, 2025**. If you do not properly complete and timely submit the Claim Form and Release, you will not be eligible to receive any monetary distribution from the Net Settlement Fund.

You should keep in mind that if you do not opt out of the Settlement, and if you do not properly and timely complete and return the Claim Form and Release by **May 20, 2025**, you will not receive a distribution from the Net Settlement Fund, but you will still be bound by the Release of all of your NYLL claims.

If you timely return the enclosed Claim Form and Release to the Settlement Claims Administrator so that it is received by fax, email, online submission, or post-marked by the date 60 days from the date of mailing, the Settlement Claims Administrator will make your distribution from the Net Settlement Fund as instructed by the Court.

The Release contained in the Settlement Agreement provides that each individual Class Member who does not timely opt-out pursuant to the Settlement Agreement fully releases the Releasees (defined below in the Claim Form and Release) from any and all wage and hour and labor law claims (with the exception of retaliation claims) arising under the NYLL, from the beginning of time through February 18, 2025. Class Members who return a claim form shall also release all Fair Labor Standards Act Claims, whether known or unknown (excluding retaliation) through February 18, 2025.

6. HOW DO I OPT OUT OF BEING A CLASS MEMBER?

If you intend to exclude yourself from being a Class Member, you must mail a written, signed statement to the Settlement Claims Administrator stating, "I opt out of the NYES Commercial Cleaning wage and hour settlement" and include your name, address, and telephone number (the "Opt-out Statement"). To be effective, the Opt-out Statement must be mailed to the Settlement Claims Administrator and postmarked by **May 20, 2025**.

New York Environmental Systems, Inc. Wage and Hour Settlement
c/o Arden Claims Service
PO Box 1015
Port Washington, NY 11050

If you do not opt-out within the time limit set forth above, you will be bound by the terms of the Settlement Agreement.

7. WHAT IF I HAVE AN OBJECTION TO THE SETTLEMENT?

If you wish to object to the Settlement, you must first do so in writing. Class Members who have opted-out of the Settlement may not submit objections to the Settlement. Written objections must be mailed via First Class United States Mail to The New York Environmental Systems, Inc. Hour Settlement c/o Arden Claims Service, by **May 20, 2025**, at the address provided above.

Written objections must contain your full name, address, and telephone number, must be signed by you, and must state, "I OBJECT TO THE SETTLEMENT IN THE NYES WAGE AND HOUR CASE." You must include in the letter the reasons why you object. If you do not include the reasons why you object, your objection will be rejected and will not be submitted to the Court for consideration.

If you submit a written objection to the Settlement and wish to speak at a Fairness Hearing (defined below), you must include with your written objection the reasons for your objection. The objection must also state: "I intend to appear at a Fairness Hearing."

If you do not comply with the foregoing procedures and deadlines for submitting objections, you will not be entitled to speak at a Fairness Hearing or contest or appeal from approval of the Settlement or any award of attorneys' fees or expenses, or any appeal from any other orders or judgments of the Court entered in connection with the Settlement.

All objections will be provided to the Court. Plaintiff and Defendant may file written responses to any objections. If your objection is overruled by the Court, you will remain bound by the Settlement.

You will be notified of the date and location of a court appearance, should the Court schedule a hearing, by the Claims Administrator or Class Counsel.

8. DO I HAVE A LAWYER IN THIS CASE?

The law firms of Joseph & Norinsberg, LLC, 110 East 59th Street, New York, New York 10022, and Katz Melinger PLLC, 370 Lexington Avenue, Suite 1512, New York, New York 10017, have been designated as legal counsel to represent you and the other Class Members. These lawyers are called "Class Counsel." You will not be charged separately for Class Counsel's services. Their fees will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one, but you must do so at your own expense.

9. TAX TREATMENT

For tax purposes, 50% of each Class Member's individual settlement award will be considered liquidated damages and interest subject to Form 1099 reporting as non-wage income, and 50% of each Class Member's individual settlement award will be considered back-wages subject to a Form W-2 reporting as wage income, subject to applicable withholdings. At the beginning of the calendar year after the year in which your individual settlement award is paid, the Settlement Claims Administrator will issue each Class Member who has cashed his or her Individual Settlement Check an IRS Form 1099 and an IRS Form W-2 for the Class Member's individual settlement award. Class Members are responsible for the appropriate payment of any taxes on the individual settlement awards they receive. Class Counsel and Defendant's counsel do not intend this Notice to constitute tax advice, and to the extent that this Notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

If you are presently a party to an individual bankruptcy proceeding, it may be necessary for you to advise the trustee of this settlement and your individual settlement award.

10. WHAT IF I HAVE ADDITIONAL QUESTIONS?

If you have additional questions about this Notice or want more information, you can contact the Claims Administrator, Arden Claims Service, at:

New York Environmental Systems, Inc. Wage and Hour Settlement
c/o Arden Claims Service
PO Box 1015
Port Washington, NY 11050
Tel: 516-842-7504 | Fax: 516-904-2123
Email: info@NYEnvironmentalSystemsSettlement.com
Website: www.NYEnvironmentalSystemsSettlement.com

PLEASE DO NOT CONTACT THE JUDGE OR THE CLERK OF THE COURT WITH ANY QUESTIONS ABOUT THIS LAWSUIT.

By Order of the Court

Dated: **March 21, 2025**