

PEOPLE OF THE STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL  
LABOR BUREAU

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IN THE MATTER OF THE INVESTIGATION  
OF LETITIA JAMES, ATTORNEY GENERAL  
OF THE STATE OF NEW YORK

ASSURANCE OF  
DISCONTINUANCE

OF

AOD No. 24-100

CTE INCORPORATED and CT  
MAINTENANCE CORP. d/b/a CLEANTECH

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**ASSURANCE OF DISCONTINUANCE**

The Office of the Attorney General of the State of New York (“OAG”) has investigated CTE INCORPORATED and CT MAINTENANCE CORP., d/b/a CLEANTECH (“Cleantech”) pursuant to New York Executive Law § 63(12).

The investigation examined whether Cleantech failed to pay prevailing wage and supplemental benefits, overtime, and sick leave, required kickbacks, retaliated against employees, and failed to keep and provide required records under the New York Labor Law (“NYLL”).

This Assurance of Discontinuance (“AOD”) contains the findings in connection with this investigation of Cleantech and the relief agreed to by the OAG and Cleantech (collectively, the “Parties”).

**FINDINGS**

**Introduction and Background**

1. Cleantech is a cleaning company that provides janitorial maintenance, post-construction cleanup, and environmental emergency services across the tri-state area. Cleantech is an employer within the meaning of the NYLL.

2. Cleantech employs workers to provide cleaning services for both private and public contracts.

3. The OAG commenced its investigation in 2022. It covers the time period of September 16, 2021 through December 31, 2021 (the “Relevant Period”). During the Relevant Period, Cleantech was subcontracted to provide emergency cleaning services to three facilities across Rikers Island Correctional Facility (“Rikers Project”).

**Prevailing wage and supplemental benefits**

4. Prevailing wage is the wage and benefit rate set annually by the New York City Comptroller for each trade or occupation for employers performing public works projects and building service work on New York City government-funded work sites.

5. NYLL Article 9 requires that building service employees on public contracts must receive no less than the prevailing rate of wage and supplements for the classification of work performed. NYLL § 231(1). Employees must also be paid one-and-one-half times the prevailing basic cash hourly rate if they work more than eight hours in any one day or more than forty hours in any work week. NYLL § 232. Additionally, employers are also required to provide a supplemental benefit that can be paid in cash or by a combination of fringe benefits. NYLL § 231(2).

6. NYLL Article 9 requires that prevailing wage contractors and subcontractors maintain original payroll reports, subscribed and confirmed by the contractor or subcontractor as true, under penalty of perjury, showing the hours worked, the trade classification, and the wages and benefits received by each covered employee. Additionally, prevailing wage contractors and subcontractors must also have their covered employees sign in and out of the job site on sign-in sheets which specify the name, trade classification, and time in and out for each employee.

7. Based on its investigation of Cleantech, the OAG concluded that Cleantech failed to provide the correct prevailing wage, overtime pay, and supplemental benefits during the Relevant Period. Cleantech subsequently issued payments that eliminated some but not all of the deficit.

8. Specifically, the OAG found that Cleantech billed and certified erroneous payroll reports that purported to have paid the correct prevailing wage rate and supplemental benefit. However, Cleantech paid a wage less than the prevailing wage rate, failed to pay proper overtime pay, and provided no supplemental benefits. Cleantech subsequently issued payments that eliminated some but not all of the deficit.

#### **Paid Sick Leave**

9. Employees across New York State began accruing paid sick leave on September 30, 2020, and could begin using the time on January 1, 2021. NYLL § 196-b. For employers with one hundred or more employees in any calendar year, each employee is to be provided with up to fifty-six hours of paid sick leave each calendar year. NYLL § 196-b(1)(c). Employees are to accrue sick leave beginning at the commencement of employment at the rate of one hour per every thirty hours worked. NYLL § 196-b(2).

10. Based on its investigation of Cleantech, the OAG concluded that during the Relevant Period, Cleantech did not provide the Rikers Project employees with paid sick leave. Further, Cleantech's sick leave policy applied only to permanent employees who had worked for the company for at least six months to one year.

#### **NYLL § 195 hiring notice and wage statements**

11. The Wage Theft Prevention Act requires that employers provide its employees with a wage notice within ten days of hiring and obtain a signed acknowledgement of receipt from the employee (“Hiring Notice”). NYLL § 195(1). The notice should be given to the employee in their primary language if that language is made available by the New York Department of Labor. Additionally, NYLL § 195(3) requires employers to provide employees with wage statements containing the following information: the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage (“Wage Statement”).

12. Based on its investigation of Cleantech, the OAG concluded that during the Relevant Period, Cleantech did not provide employees with the Hiring Notices nor Wage Statements.

### **Kickbacks and Retaliation**

13. Under the NYLL, it is unlawful to request, demand, or receive a contribution of any part of an employee’s wages as a requirement to gain or retain employment (“kickbacks”). NYLL § 198-b(2).

14. Further, it is unlawful to discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee for reporting violations of the NYLL or because the employer or person believes the employee has made a complaint to their employers, supervisors, public agencies, or any other person. NYLL § 215(1)(a).

15. Based on its investigation of Cleantech, the OAG concluded that kickbacks were demanded of one of the three cleaning crews work on the Rikers Project. OAG concludes that Rikers Project crew chiefs Manuel Flores and Rosalino Perez demanded weekly kickbacks from

certain cleaning crew workers as a requirement of retaining their employment and that two employees were fired in retaliation after they refused to provide the kickbacks.

16. Cleantech accepts the OAG's Findings, paragraphs 1 through 15 *supra*.

17. Based on the foregoing, the Attorney General has concluded that Cleantech engaged in persistent and repeated illegality in violation of Executive Law § 63(12) and the NYLL.

18. The OAG finds the relief and agreements contained in this AOD appropriate and in the public interest. THEREFORE, the OAG is willing to accept this AOD pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Executive Law § 63(12) based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

**RELIEF**

**Entities Bound By the AOD**

19. This AOD binds Cleantech, as well as their principals, directors, beneficial owners, officers, shareholders, successors, and assigns.

**Compliance with NYLL and Other Laws Governing Employment Practices**

20. Cleantech hereby acknowledges that it understands and will comply with all applicable federal, state, and local laws, including but not limited to the NYLL which includes prevailing wage requirements. Cleantech agrees and acknowledges that any violation of such laws is a violation of this AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 18, in addition to any other appropriate investigation, action, or proceeding.

21. Cleantech agrees to comply with all provisions of NYLL § 196-b, the New York State Paid Safe and Sick Leave Act, and will make any related records available to the OAG upon

request, including but not limited to copies of policies and notices to employees of their Paid Safe and Sick Leave benefit and wage statements.

22. Cleantech agrees to comply with all provisions of the notice and records retention requirements set forth in NYLL § 195 and will make any such records available to the OAG upon request including copies of notices to employees of their prevailing wage wages and benefits, signed acknowledgements, Hiring Notices, and Wage Statements.

23. Cleantech agrees to comply with all provisions of NYLL § 198-b(2) and will make any related records available to the OAG upon request, including but not limited to notice to employees of the prohibition of kickbacks and full access to the contact information of their employees to reach them through mail, telephone, or electronic means.

24. Cleantech agrees to comply with all provisions of NYLL § 215 and will make any related records available to the OAG upon request, including notice to employees of the prohibition of retaliation and full access to the contact information of their employees to reach them through mail, telephone, or electronic means.

**Programmatic Relief**

25. Cleantech will begin to implement the relief described in paragraphs 26 to 30 *infra* within 30 days of the full execution of this AOD (the “Effective Date”), unless otherwise specified, and will continue to implement the relief for three years from the Effective Date (the “Effective Period”).

26. Cleantech agrees to revise its policies and practices to comply with the NYLL, including prevailing wage requirements compliance, if it has not already, including, but not limited to:

- a. Reviewing its compensation packages and modifying them, if necessary, to ensure the compensation and benefits provided meet the total compensation required by law;
- b. Providing employees with the total compensation required by the NYLL, including the required prevailing wage if applicable;
- c. Providing employees with clear, intelligible, and thereby sufficient notice to employees of the compensation they receive, including notice of the supplemental benefits claimed as compensation under the prevailing wage requirements of the NYLL 9;
- d. If Cleantech elects to satisfy any portion of its NYLL prevailing wage obligations by providing fringe benefits as opposed to cash supplements, Cleantech will provide notices with benefit plan information to those employees at the time of hiring, and seven days before any change in benefits. Cleantech will retain contemporaneous records of policies and payments provided to employees and will provide them to the OAG upon request;
- e. Providing employees with clear, intelligible, and thereby sufficient Wage Statements that also specify the applicable trade classifications and prevailing wage and benefit rates for covered employees on a weekly basis. Additionally, the Wage Statements must also include the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; and deductions.

- f. Posting the New York City Comptroller's Prevailing Wage/Living Wage Worker Notice along with wage schedules for applicable trade classifications in a conspicuous manner in its offices and at each covered job site. Additionally, Cleantech will distribute the Prevailing Wage/Living Wage Worker Notice, along with prevailing wage schedules for all applicable trade classifications to all covered employees at the beginning of the performance of each public work contract.
- g. Providing current and new employees with clear, intelligible, and thereby sufficient Hiring Notice to employees of their wage rate, including rate or rates of pay, overtime rate, how the employee is paid: by hour, shift, day, week, commission, regular payday, official name of the employer and any other names used for business, address and phone number of Cleantech's main office or principal location. The Hiring Notice must be given in both English and the employee's primary language if the New York Department of Labor offers it in that primary language.
- h. Revising its paid sick leave policies to comply with NYLL and providing employees with clear, intelligible, and thereby sufficient notice to Cleantech's sick leave policy. Additionally, Cleantech must provide employees with an accurate accounting of sick time accrued in the Wage Statements described in subparagraph 26(e).
- i. Providing employees with clear, intelligible, and thereby sufficient notice to the prohibition of kickbacks.
- j. Providing employees with clear, intelligible, and thereby sufficient notice to the prohibition of retaliation.



- k. Providing employees with clear, intelligible, and thereby sufficient notice of Cleantech personnel, other than crew chiefs, who will investigate allegations of kickbacks and/or retaliation. The Cleantech personnel shall be able to communicate with employees in both English and Spanish. If Cleantech does not have personnel who speak Spanish, Cleantech shall make reasonable attempts to provide translation.
- l. Training crew chiefs, employees who have previously performed or will be expected to perform crew chief duties (including Rosalino Perez), personnel in their Payroll, Accounts Payable, Operations, and Contracts Departments, and operators of any subcontractors that Cleantech engages (including Manuel Flores), on NYLL compliance, including but not limited to prevailing wage, overtime, paid sick leave, kickbacks, and retaliation, and ensuring that these individuals and any other personnel that regularly interact with employees are familiar with the prevailing wage and overtime requirements, paid sick leave requirements, prohibition of kickbacks, and prohibition of retaliation and are able to provide guidance to employees on how to access information about these laws and benefits.

Cleantech will submit the proposed the notices and wage statements to employees as described in subparagraphs 26(c), (e), and (h-k) to the OAG within 30 days of the Effective Date. OAG will review this proposed notice within 60 days of the Effective Date and Cleantech will incorporate any revisions requested by OAG within 90 days of the Effective Date. Cleantech will also submit proposed written policies regarding the requirements set forth in subparagraphs 26(a), (d), (f), and (h-k) incorporating information contained in the revised subparagraphs 26(c), (e), (h-k) notice where applicable, to the OAG within 90 days of the Effective Date. OAG will review these

additional policies within 120 days of the Effective Date and Cleantech will incorporate any revisions requested by OAG within 150 days of the Effective Date. All policies provided pursuant to Paragraph 26 must be approved by the OAG prior to implementation and training (“OAG Approval”), which will be provided within 180 days of the Effective Date.

27. Cleantech will disseminate the written policies set forth in paragraph 26 within 30 days of OAG Approval. Dissemination shall include (1) notifying employees by text message in English and Spanish that new policies have been issued and will be distributed by regular mail and e-mail; (2) sending the policies to current Cleantech employees via regular mail or e-mail; (3) incorporating them into Cleantech’s employee handbooks; (4) distributing paper copies of the policies upon hiring or commencement of employment for new Cleantech employees (5) distributing paper copies of the policies during the trainings described in Paragraph 28; and (6) sending the policies to crew chiefs, and personnel in its Payroll, Accounts Payable, Operations, and Contracts Departments via e-mail and by mail. The written policies must be disseminated in English and Spanish.

28. Cleantech will conduct trainings based on the materials set forth in paragraph 26 for crew chiefs, employees who have previously performed or will be expected to perform crew chief duties (including Rosalino Perez), personnel in their Payroll, Accounts Payable, Operations, and Contracts Departments, and operators of any subcontractors that Cleantech engages (including Manuel Flores), which will commence for new and existing employees within 30 days of OAG Approval. The trainings will be in person and will be conducted in English and Spanish and must cover the prevailing wage and overtime compensation required to be paid by Cleantech, including the benefits it claims as compensation under the NYLL prevailing wage requirements, paid sick leave, and the prohibition of kickbacks and retaliation.

29. In addition to the training described in Paragraph 28, Cleantech crew chiefs, employees who have previously performed or will be expected to perform crew chief duties (including Rosalino Perez), personnel in their Payroll, Accounts Payable, Operations, and Contracts Departments, and operators of any subcontractors that Cleantech engages (including Manuel Flores) will also attend a training to be conducted by the New York City Comptroller's Office. The trainings will be in person at the NYC Comptroller's Office and will be conducted in English and Spanish. The training will be provided within 180 days of the Effective Date and shall be scheduled by the NYC Comptroller's Office. Upon mutual agreement of the parties, the deadline by which to conduct the training may be extended. The OAG will facilitate the scheduling of this training.

30. Cleantech agrees to revise its policies and practices to meet New York City Local Law compliance, if it has not already, including, but not limited to:

- a. Posting the New York City Department of Consumer and Worker Protection's multilingual "Know Your Rights at Work" poster at each NYC workplace and will provide current and new employees with a copy of the poster.

**Monetary Payment and Settlement Distribution**

**Payments to OAG**

31. Cleantech agrees to pay \$1,129,175.00 (One Million One Hundred Twenty Nine Thousand One Hundred and Seventy Five Dollars) in resolution of the OAG's investigation (the "Monetary Relief Amount"), which will be paid to the Settlement Administrator within five days of the Effective Date and will be used for distribution as wage restitution, liquidated damages, and interest to current and former employees for violations of the NYLL for the time period September 16, 2021, through December 31, 2021.

32. Cleantech also agrees that up to a maximum of \$100,000 (One Hundred Thousand Dollars) will be allocated from the Monetary Relief Amount to pay for the distribution of the settlement fund including (1) the Settlement Administrator to cover the costs related to retaining a settlement administrator and distribution of the Monetary Relief Amount, and (2) to cover the cost of any third-party organization the OAG engages to locate workers eligible for receipt of said distributions. No funds shall be returned to Cleantech if the costs detailed in this paragraph are less than \$100,000 and those remaining funds will be added to the amount distributed to eligible workers.

33. Cleantech will provide proof of payment to the New York State Attorney General's Office on the same day it makes the payment to the Settlement Administrator to the attention of:

Abigail Ramos  
Assistant Attorney General  
Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005  
Abigail.Ramos@ag.ny.gov

The payment and all correspondence related to this AOD must reference "AOD No. 24-100."

Settlement Distribution

34. This section of the AOD applies to the distribution of the Monetary Relief Amount:

35. Definitions: The following terms herein shall have the following meanings:

- a. "Distribution List" means a machine-readable spreadsheet containing the following information for each Eligible Employee: Eligible Employee name, Settlement Payment, last known address, last known telephone number, last-known email address, social security number, preferred language, last-known bank routing number, and last-known bank account number.

- b. "Eligible Employee" means each person whom the OAG identifies as eligible to receive a portion of the Monetary Relief Amount.
- c. "Qualified Settlement Fund" or "QSF" means the account established by the Settlement Administrator into which the Monetary Relief Amount will be deposited for distribution. The QSF will be controlled by the Settlement Administrator subject to the terms of this Agreement. Interest, if any, earned on any monies in the QSF will remain in the QSF.
- d. "Settlement Administrator" means Simpluris, Inc. The OAG has sole discretion to select the Settlement Administrator and contract for their services. The OAG will similarly have sole discretion to select and contract with a new Settlement Administrator upon a reasonable and good faith determination that the Settlement Administrator has materially failed to carry out its duties pursuant to this AOD.
- e. "Settlement Payment" means the amount of money to be paid to each Eligible Employee from the QSF.

36. For each Settlement Payment to an individual on the Distribution List, the Settlement Administrator shall provide Cleantech with an accounting no later than January 30 of each relevant calendar year of the amount issued and received by Eligible Employees constituting unpaid wages for which the Settlement Administrator shall issue IRS W-2 tax forms to each Eligible Employee, and interest, penalties and liquidated damages for which the Settlement Administrator shall issue IRS 1099 tax forms to each Eligible Employee. The Settlement Administrator shall calculate, and Cleantech shall pay, separately and in addition to the Monetary Relief Amount, all of the employer's payroll taxes, including the employer portion of FICA, FUTA, SDI, and any other federal and state payroll taxes arising from the payments classified as

wages. The OAG is not responsible for any tax withholding, reporting, or other obligations incurred as a result of the distribution from the QSF.

37. The Settlement Administrator shall deposit the Monetary Relief Amount into the QSF within 24 hours of receipt.

38. As soon as practicable, the OAG will provide the Settlement Administrator with the Distribution List along with the allocation of the Settlement Payment for each person on the Distribution List.

39. The OAG has the sole discretion to determine when distributions will occur.

40. The OAG has the sole discretion to reasonably determine which employees shall be eligible for a Settlement Payment and to determine the amount of the Settlement Payment, including the amounts and recipients of any additional distributions of funds from the QSF. No amount shall revert to Cleantech.

41. Cleantech agrees to provide reasonable cooperation necessary to locate and contact current and former employees who may be eligible for a Settlement Payment, including providing for each worker receiving a Settlement Payment, their last known address, last known telephone number, last-known email address, social security number, preferred language, last-known bank routing number, and last-known bank account number. Cleantech will also provide to current employees any information related to the factual details of the settlement as OAG may request.

42. This AOD will expire three years following the Effective Date, except that the OAG may, in its sole discretion, extend the AOD term to three (3) additional years upon a determination that Cleantech has not complied with this AOD.

**Monitoring and Oversight**

43. Periodic Compliance Reports: Cleantech shall provide to the OAG a report detailing its compliance with the requirements set forth in this AOD, paragraphs 26 to 30 (Programmatic Relief), within 30 days of OAG Approval per Paragraph 26. This report shall be in writing and shall set forth in detail the manner and form of compliance with this AOD and shall be signed by Cleantech.

44. Thereafter, a report of compliance shall be submitted to the OAG every six months during the Effective Period detailing how Cleantech has met its NYLL obligations for the previous 6-month period. Along with each quarterly report, Cleantech shall submit the following supporting documents to the OAG:

- a. A report that includes the number of prevailing wage hours worked; the compensation paid as wages for those hours, including a breakdown of whether those hours are regular hours or overtime hours.
- b. Documents reflecting Cleantech's paid sick leave policies.
- c. Documents verifying Cleantech's compliance with NYLL § 195.

45. Periodic Certification of Compliance: Cleantech shall provide the OAG with a certification affirming its compliance with the requirements set forth in Paragraphs 26 to 30 (Programmatic Relief) within 30 days of OAG Approval per Paragraph 26. This certification shall be in writing and signed by Cleantech. Thereafter, a certification of compliance shall be submitted to the OAG every six months, at the same time as the periodic reports described in paragraphs 43 and 44, through the Effective Period.

46. Compliance Reports or Certification of Compliance on Demand: At any time through the Effective Period of this AOD, upon 30 days' written notice from the OAG, Cleantech

shall provide the OAG with a compliance report or certification affirming its compliance with the requirements set forth in this AOD, paragraphs 26 to 30 (Programmatic Relief).

47. Cleantech expressly agrees and acknowledges that a default in the performance of any obligation under this AOD during the Effective Period is a violation of the AOD, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 18, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the AOD has been violated shall constitute prima facie proof of the statutory violations described in paragraphs 4 through 15 pursuant to Executive Law § 63(15). Notwithstanding the foregoing, upon any default in the performance of any obligation during the Effective Period, the OAG shall give Cleantech written notice of such default via first class mail and e-mail, which shall be effective three days from the mailing of first-class mail, after which Cleantech shall have 15 days to cure such default.

**No Retaliation**

48. Cleantech agrees that it shall comply with NYLL §§ 215 and 740 and shall not in any manner discriminate or retaliate against any of its employees, including but not limited to employees or former employees who cooperated or are perceived to have cooperated with the OAG's investigation of this matter. Cleantech agrees not to discharge, refuse to hire, or take any adverse action against any of these employees except for legitimate, non-discriminatory reasons unrelated to the investigation or to any past, present, or future participation in any activities involving the exercise of their legal rights under the NYLL and New York Codes, Rules, and Regulations.



### **Ongoing Cooperation**

49. Cleantech agrees to cooperate with all ongoing requests by the OAG for information related to this investigation and to ensure compliance with this AOD. Cleantech also agrees to cooperate fully and truthfully with the OAG's investigations of individuals and entities that are not a party to this AOD. Upon reasonable notice, Cleantech shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Cleantech further agrees to furnish to the OAG, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of its practices relating to payment of wages described in Paragraphs 4 to 15 that they have undertaken, or that have been performed by another on their behalf. Cleantech agrees that the OAG shall have full access to the contact information of their employees to reach them through mail, telephone, or electronic means.

### **Penalty for Non-Compliance**

50. If an OAG inspection shows a material violation of paragraphs 26 to 30 (Programmatic Relief) of this AOD, Cleantech agrees to pay \$20,000 in liquidated damages for each category of violation, separate and apart from any other penalty or damages associated with the violation, provided that prior to any assessment of liquidated damages, the OAG provides written notice of such violation via first class mail and e-mail at the address provided in paragraph 64, effective the date e-mail notice is sent, after which Cleantech shall have 15 days to cure the violation.

### **MISCELLANEOUS**

### **Representations and Warranties**

51. The OAG has agreed to the terms of this AOD based on, among other things, the representations made to the OAG by Cleantech and the OAG's own factual investigation as set forth in Paragraphs 4 through 15 above. Cleantech represents and warrants that neither it nor its counsel have made any material representations to the OAG that are inaccurate or misleading. If any material representations by Cleantech or its counsel are later found to be inaccurate or misleading, this AOD is voidable by the OAG in its sole discretion.

52. No representation, inducement, promise, understanding, condition, or warranty not set forth in this AOD have been made or relied upon by Cleantech in agreeing to this AOD.

53. Cleantech represents and warrants, through the signatures below, that the terms and conditions of this AOD are duly approved and execution of this AOD is duly authorized.

### **Effects of AOD**

54. Any failure by the OAG to insist upon the strict performance by Cleantech of any of the provisions of this AOD shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all provisions of this AOD to be performed by Cleantech.

### **Subsequent Proceedings**

55. Cleantech expressly agrees and acknowledges that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this AOD, for violations of the AOD, or if the AOD is voided pursuant to Paragraph 51 and agree and acknowledge that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this AOD;

- b. the OAG may use statements, documents, or other materials produced or provided by Cleantech prior to or after the Effective Date of this AOD except for settlement communications;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Cleantech irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue;
- d. evidence of a violation of this AOD shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

56. If a court of competent jurisdiction determines that Cleantech has violated the AOD, Cleantech shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this AOD, including without limitation legal fees, expenses, and court costs.

**General Principles**

57. Unless a term limit for compliance is otherwise specified within this AOD, Cleantech's obligations under this AOD are enduring. Nothing in this AOD shall relieve Cleantech of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

58. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Cleantech violates the AOD after the Effective Date.

59. This AOD may not be amended except by an instrument in writing signed on behalf of the parties to this AOD.

60. In the event that any one or more of the provisions contained in this AOD shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in

any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this AOD.

61. The conditions of this AOD only apply to municipally funded jogs.

62. The written reports requirement set forth in this AOD only apply to municipal job workers.

63. Cleantech acknowledges that it entered this AOD freely and voluntarily and upon due deliberation with the advice of counsel.

64. This AOD shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

65. The AOD and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

66. All notices, reports, requests, and other communications to any party pursuant to this AOD shall be in writing and shall be directed as follows:

From Cleantech to the Attorney General:

New York State Office of the Attorney General  
Abigail Ramos, Assistant Attorney General  
Labor Bureau  
28 Liberty Street, 15<sup>th</sup> Floor  
New York, New York 10005

Or

Abigail.Ramos@ag.ny.gov

From the Attorney General to Cleantech:

Law Office of Stephen Norman Weiss  
Stephen Weiss, Esq.  
600 3<sup>rd</sup> Ave., Floor 2  
New York, NY 10016

Or

Stephen@snweisslaw.com

Any changes in the person to whom communications should be specifically directed shall be made in writing in advance of the change.

67. This AOD may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, this AOD is executed by the parties hereto on January 22, 2025.

**LETITIA JAMES**  
Attorney General of the State of New York

By: 

**Abigail Ramos**  
Assistant Attorney General  
Labor Bureau  
28 Liberty Street  
New York, New York 10005  
Phone: (212) 416-8603

Dated: January 22, 2025

**CTE INCORPORATED and  
CLEANTECH MAINTENANCE CORP.**  
d/b/a Cleantech

By: 

Name:

Title

Date

