

ATTORNEY GENERAL OF THE STATE OF NEW YORK
LABOR BUREAU

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

ASSURANCE OF
DISCONTINUANCE

AOD No. #25-058

OF

ALBA SERVICES, INC., ALBA CARTING
& DEMOLITION, DBA COMPAC
INDUSTRIES 2, ALBA ENVIRONMENTAL,
ALBA CORE & SHELL, ALBA ELECTRIC
CORP., ARC CONTRACTING INC.,
CALEDONIA CARTING SERVICES, CSC
SERVICES CORP., GURTEEN BUSINESS
SOLUTIONS, VOLK INDUSTRIAL
SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) has investigated ALBA SERVICES, INC. (“Alba Services”), ALBA CARTING & DEMOLITION, DBA COMPAC INDUSTRIES 2 (“Alba Carting”), ABA ENVIRONMENTAL, ALBA CORE & SHELL (“Alba Core”), ALBA ELECTRIC CORP. (“Alba Electric”), ARC CONTRACTING INC. (“Arc”), CALEDONIA CARTING SERVICES (“Caledonia”), CSC SERVICES CORP. (“CSC”), GURTEEN BUSINESS SOLUTIONS (“Gurteen”), VOLK INDUSTRIAL SERVICES CORP. (“Volk”), ALBA MANAGEMENT INC. (“Alba Management”), and ANDREW HORAN (collectively referred to herein as “Alba” or the “Respondents”) pursuant to Executive Law § 63(12).

The OAG examined whether Alba deterred or prevented employees who suffered workplace injuries from filing workers' compensation claims, explicitly instructed employees not to file eligible claims, disclosed names of workers' compensation claimants, retaliated against employees who filed claims, and/or failed to report injuries to the Workers' Compensation Board ("WCB") in violation of the Workers' Compensation Law ("WCL"). The OAG also examined whether Alba violated Executive Law § 296(1)(h) (the "New York Human Rights Law") and whether Alba retaliated against employees who reported sexual harassment.

This Assurance of Discontinuance ("AOD") contains the findings of OAG's investigation, and the relief agreed to by OAG and Respondents (collectively, the "Parties").

FINDINGS

Introduction and Background

1. Alba consists of multiple entities¹ that were formed for different business purposes such as demolition, asbestos removal, and electrical work. Although each entity is owned by Andrew Horan ("Horan"), Horan in partnership with a principal, or solely by another principal, in practice the entities mostly operate as a single company directed by Horan.

2. Alba Services is a for-profit corporation formed under the laws of New York and has its principal place of business located at 240 West 52nd Street, New York, NY 10019. Alba Services is an employer within the meaning of the WCL and New York Labor Law ("NYLL"). Horan is the Chief Executive Officer and sole shareholder of Alba Services.

3. Alba Carting is a for-profit corporation formed under the Laws of New York and has its principal place of business located at 240 West 52nd Street, New York, NY 10019. Alba Carting is

¹ Some or all of the entities discussed in paragraphs 7-10 are no longer operating.

an employer within the meaning of the WCL and NYLL. Horan is the President and sole shareholder of Alba Carting.

4. Alba Environmental is a for-profit corporation formed under the Laws of New York and has its principal place of business located at 240 West 52nd Street, New York, NY 10019. Alba Environmental is an employer within the meaning of the WCL and NYLL. Horan is the sole shareholder of Alba Environmental.

5. Alba Core is a for-profit corporation formed under the Laws of New York and has its principal place of business located at 240 West 52nd Street, New York, NY 10019. Alba Core is an employer within the meaning of the WCL and NYLL. Horan is the President and sole shareholder of Alba Core.

6. Alba Electric is a for-profit corporation formed under the Laws of New York and has its principal place of business located at 240 West 52nd Street, New York, NY 10019. Alba Electric is an employer within the meaning of the WCL and NYLL. The owners of Alba Electric are Andrew Horan, Philip Brady, and Gerard Farrell. Horan owns 33.34% of the shares of Alba Electric and is the Chief Executive Officer.

7. Arc is a for-profit corporation formed under the Laws of New York and has its principal place of business located at 240 West 52nd Street, New York, NY 10019. Arc is an employer within the meaning of the WCL and NYLL. Kieran Ferguson is the sole shareholder of Arc.

8. Caledonia is a for-profit corporation formed under the Laws of New York and has its principal place of business located at 240 West 52nd Street, New York, NY 10019. Caledonia is an employer within the meaning of the WCL and NYLL. Donald MacVicar is the sole shareholder of Caledonia.

9. CSC is a for-profit corporation formed under the Laws of New York and has its principal place of business located at 240 West 52nd Street, New York, NY 10019. CSC is an employer within the meaning of the WCL and NYLL. Donald MacVicar is the sole shareholder of CSC.

10. Gurteen is a for-profit corporation formed under the Laws of New York and has its principal place of business located at 240 West 52nd Street, New York, NY 10019. Gurteen is an employer within the meaning of the WCL and NYLL. James Horan is the sole shareholder of Gurteen.

11. Volk is a for-profit corporation formed under the Laws of New York and has its principal place of business located at 240 West 52nd Street, New York, NY 10019. Volk is an employer within the meaning of the WCL and NYLL. Horan is the President and sole shareholder of Volk.

12. Alba Management is a for-profit corporation formed under the Laws of New York and has its principal place of business located at 240 West 52nd Street, New York, NY 10019. Alba Management is an employer within the meaning of the WCL and NYLL. Horan is the President and sole shareholder of Alba Management.

13. The OAG commenced its investigation in August 2022. It covers the time period of 2016 through the present (the “Relevant Period”). During the Relevant Period, Alba *inter alia* failed to report a significant number of workplace injuries, discouraged employees from filing workers’ compensation claims, and retaliated against employees who filed claims. Alba also failed to prevent sexual harassment of its employees and retaliated against a worker who complained about sexual harassment by a foreman.

14. The WCL requires employers to have workers’ compensation insurance to pay for medical services needed to treat on-the-job injuries and illnesses, lost wages, and/or compensation for permanent effects of the injury, and death benefits for an employee’s spouse and dependents in the event of a fatal work injury. This workers’ compensation system involves a closed, no-fault insurance

benefit adjudicative process designed to avoid injured workers suing their employers directly for damages for their work injuries.

15. Employers pay a premium for workers' compensation insurance which is calculated by: (1) determining the monetary cost of the employer's workers' compensation claims for the prior 3 years ("loss history"); (2) using data from the New York Compensation Rating Board ("Rating Board") and the employer's workers' compensation insurer, the loss history and converting it into a number known as an "experience modification rate" or "experience mod;"² and (3) multiplying the experience mod by the employer's total payroll and a monetary rate for the type of work being done (the "job class code") to arrive at the premium amount.

Practices Related to Workplace Documentation and Reporting

16. Pursuant to WCL § 110, all employers are required to maintain records of all workplace injuries and make sure that all non-first aid injuries are timely reported to the WCB within 10 days of the accident. An injury requiring three or more treatments or resulting in lost time beyond the day of the injury is considered non-first aid and must be reported. WCL § 110(2).

17. Employers are required to ensure non-first aid workplace injuries are reported to the WCB whether on its own directly or through their insurer. Employers may not provide fraudulent information to their insurers.

18. An employer who refuses or neglects to make a report of a workplace injury as required by WCL § 110(4) is subject to a penalty of up to \$2,500 for refusing or neglecting to make such report.

19. Employers must also maintain a record of the First Report of Injury ("FROI" or "C-2F") for every injury, both first aid and non-first aid injuries of their employees, for at least 18 years. WCL § 110(4).

² A high Experience Mod indicates the employer has a high rate of workplace injuries in comparison to other employers of the same type.

20. Based on its investigation of Alba, OAG concluded that Alba violated WCL § 110.

21. Alba documented and reported only a small fraction of worker injuries that it was required to document and report.

22. Based on information provided to the OAG by Alba, from 2016 to 2024, at least 941 injuries occurred at Alba worksites across New York City. Of the at least 277 injuries statutorily required to be reported to the WCB, Alba reported less than half. Of the 128 injuries identified by the OAG that were reported, Alba reported only 20 percent of those injuries within 10 days.

23. Alba failed to have proper and complete documentation for at least 685 injuries.

24. Except for very serious injuries (i.e., those requiring surgery or a lengthy absence from work), Alba had a policy of not reporting injuries to the WCB, even when statutorily required. Further, even if an employee needed follow up care and missed multiple days or weeks of work – Alba often still failed to report the injury to the WCB.

Practices Related to Interference with Choice of Medical Provider

25. WCL § 13-a(6) prohibits interference by any person with an injured employee's selection of a physician for treatment of both first aid and non-first aid work-related injuries.

26. For every violation of WCL § 13-a(6)(b)(i), a \$50 violation may be assessed.

27. Based on its investigation of Alba, OAG concluded that Alba violated WCL § 13-a(6).

28. From 2017-2022, the OAG found at least 13 instances where Alba³ interfered with an injured employees' choice of health care provider in order to prevent notice to the WCB that a workplace injury had occurred.

³ Volk was incorporated in 2023.

29. Alba directed injured employees to use urgent care centers in New York City that it had agreements with, namely CityMD and Northwell Health-GoHealth Urgent Care. Under these agreements, CityMD and Health-GoHealth Urgent Care did not record injuries as work-related and billed Alba directly, rather than Alba's workers' compensation carriers.

30. Alba also prohibited injured employees from using urgent care centers that it knew recorded injuries as work-related and not as first-aid. In some cases, Alba directed employees to use urgent care centers for serious injuries, which required emergency room care.

31. After initial treatment, Alba sometimes referred injured employees to specific surgeons or other medical specialists who accept payment by Alba credit card rather than workers' compensation insurance.

Practices Regarding Confidentiality of Employees' Compensation Records

32. Under WCL § 110-a, no workers' compensation record shall be disclosed, redisclosed, released, disseminated or otherwise published by an officer, member, employee or agent of the board to any other person.

33. For violations of WCL § 110-a, a civil penalty of \$500 per instance may also be imposed.

34. Based on its investigation of Alba, OAG concluded that Alba violated WCL §110-a. The OAG found at least 60 instances of unlawful disclosure of workers' compensation records by Alba.

35. Alba violated the WCL by posting flyers in at least two of its worksites and sending text messages, which named employees who filed workers' compensation claims, threatened criminal

prosecution for false claims, and offered monetary rewards to anyone with information related to such employees' claims.

36. Alba posted the flyers in at least two of its worksites, unlawfully disclosing the names of injured employees who had filed WC claims, identifying them as "Alba former employees who claim they got injured on our sites," and offering a \$5,000 reward for any information leading to the arrest and conviction of any co-worker, health care professional, or attorney representing a fraudulent employees compensation claim.

37. Horan also sent text messages to his foremen that unlawfully disclosed the names of employees that had filed claims and offering money for information related to those employees.

Practices Related to Discrimination Against Employees

38. Under WCL § 120, it is unlawful for any employer to discriminate against an employee because they either claimed or attempted to claim workers' compensation benefits.

39. Policies that dissuade employees from reporting their work injuries and pursuing workers' compensation benefits violate WCL § 120. WCL § 120 also prohibits retaliation against an employee who seeks medical attention for a workplace injury.

40. Any employer in violation of WCL § 120 is liable for a penalty between \$100-500 for each instance.

41. Based on its investigation of Alba, OAG concluded that Alba violated WCL § 120. The OAG found at least 171 instances of Alba deterring employees from filing claims or retaliating against injured employees who claimed or attempted to claim workers' compensation benefits.

42. Alba engaged in discrimination and retaliation against 22 employees by posting flyers in at least two of its worksites and sending text messages that included names of employees who filed workers' compensation claims.

43. Alba established a pervasive culture of obstructing injuries from being reported to the WCB and its workers' compensation insurers.

44. Alba frequently had an Alba representative accompany employees to urgent care centers or to hospitals after an injury in order to act as "interpreter," at times lying to providers about the fact that the injury happened at work.

45. Alba also discouraged employees from filing claims by providing false information about WC, keeping in constant communication with injured employees to ensure they did not file claims, and offering wages and payment of health care costs to avoid the worker reporting an injury to the WCB.

Practice Related to Premiums

46. Based on its investigation, OAG determined that Alba deliberately kept its reported claims loss history low, thereby artificially reducing the cost of its workers' compensation insurance premiums by (a) obstructing its employees' work injuries from being reported to the WCB and its workers' compensation insurers, (b) discouraging employees from filing workers' compensation claims, and (c) retaliating against those who did. This enriched Alba and gave it an unfair competitive edge in the marketplace at the expense of its workers by lowering its cost of doing business.

Practices Related to Waivers

47. The WCL provides for settlement of workers' compensation claims only under very limited circumstances, and such settlements must be formally approved by the WCB pursuant to the requirements of WCL §§ 29, 32, 33.

48. WCL § 32(b)(1) and (2) provide that the WCB will not approve settlement agreements which are unfair, unconscionable, improper as matter of law or are agreed to as the result of an intentional misrepresentation of a material fact.

49. Based on its investigation of Alba, OAG concluded that Alba violated WCL §§ 29, 32, and 33.

50. Alba had at least 3 employees sign releases of their claims that were not approved by the WCB. One of these agreements was executed outside the presence of the employee's attorney despite the fact that Alba's attorney was aware that the employee was represented by counsel.

Practices Related to Sexual Harassment

51. The New York State Human Rights Law prohibits sex discrimination, including sexual harassment. Sexual harassment includes unwelcome sexual advances and other forms of physical or verbal sexual conduct when submission to or rejection of the conduct either affects a person's employment; unreasonably interferes with their work performance; or creates an intimidating, hostile, or offensive work environment. The Human Rights Law also prohibits retaliation. Executive Law § 296(1)(h).

52. Based on its investigation of Alba, OAG concluded that Alba violated the Human Rights Law.

53. At least two employees reported experiences of sexual harassment at Alba by a foreman who consistently sent them inappropriate messages including but not limited to inappropriate comments on their appearance. The employees also described unwanted physical conduct by the foreman.

54. Alba's foreman used his position of authority to harass certain female employees and would often treat the women he was harassing differently than other female and male employees. When

the employees rejected the foreman's attempts, he would often retaliate by switching their assignments to more laborious duties.

55. The foreman's behavior had a ripple effect on the work culture at Alba. Male employees often teased and bullied women who were seen as associated with the foreman.

56. One employee reported this behavior to Alba and was retaliated against; after reporting the harassment, her hours were reduced and then she was removed from work schedules entirely.

57. Based on the foregoing paragraphs 1 through 56, the Attorney General has concluded that Alba engaged in persistent and repeated illegality and fraud in violation of the Executive Law § 63(12).

58. Alba neither admits nor denies the OAG's findings, paragraphs 1 through 56 *supra*.

59. OAG finds the relief and agreements contained in this AOD appropriate and in the public interest. THEREFORE, 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

60. This AOD binds Alba's principals, directors, beneficial owners, officers, shareholders, successors, and assigns.

61. In the event that Alba has procured workers' compensation insurance through an employee leasing entity or its workers' compensation insurance obligation is administered or paid through any third-party entity, agent, successor entity or individual, this does not relieve Alba from directly complying with and revising its policies to comply with the WCL as outlined in this AOD and paragraph 64. The terms "successor", "successors" or "individual" in this paragraph and throughout

this AOD also include any entity which is owned or controlled or the majority of interest of which is owned or controlled directly or indirectly by Alba or Alba's principals.

Compliance with NYLL, WCL, and other Laws Governing Employment Practices

62. Alba hereby acknowledges that it understands and will comply with all applicable federal, state, and local laws, including but not limited to the WCL, Human Rights Law, and NYLL. Alba 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 59, in addition to any other appropriate investigation, action, or proceeding. Alba will make any related records available to the OAG upon request and will provide the OAG with full access to the contact information of their employees to reach them through mail, telephone, or electronic means during the Effective Period as defined in paragraph 78.

Programmatic Relief:

63. Alba will begin to implement the relief described in paragraphs 64 to 77 *infra* within 30 days of the full execution of this AOD (the "Effective Date"), unless otherwise specified. Alba's obligations to comply with these paragraphs are enduring.

64. *Workers' Compensation Policies:* Alba agrees to revise its policies and practices to comply with the WCL, and to follow those policies, including, but not limited to:

- a. Maintaining workers' compensation coverage for all of their employees, including when switching insurance carriers.
- b. Keeping an accurate record of the number of employees, their job classifications, and wages and accurately and timely reporting same to Alba's insurance carrier(s).
- c. Documenting and maintaining complete and accurate information of all injuries that occur at Alba worksites including but not limited to FROIs for all injuries and those

reported with a FROI to the WCB by Alba, its insurers, or any other person or entity acting on behalf of Alba or its principals.

- d. Accurately and timely reporting all non-first aid injuries to Alba's insurance carrier(s) and filing the FROI with the WCB within 10 days of the accident occurring.
- e. Accurately and timely reporting an injured employee's wages or other compensation to the WCB on an Employer's Statement of Wage Earnings (Form C-240).
- f. Accurately and timely reporting any changes in an injured employee's pay or work status to the Board on an Employer's Report of Injured Employee's Change in Employment Status Resulting from Injury (Form C-11).
- g. Refraining from deterring employees from filing workers' compensation claims.
- h. Refraining from threatening to fire employees who may file or have filed workers' compensation claims.
- i. Refraining from retaliating against employees who may file or have filed workers' compensation claims.
- j. Refraining from providing false information about workers' compensation to employees.
- k. Refraining from harassing injured employees via phone calls, text messages, or in-person visits for the purpose of deterring an injured employee from filing for workers' compensation or attempting to convince an employee to drop their claim.
- l. Refraining from offering monetary settlements, increased hourly pay, payment of lost wages, health care costs and/or guaranteed hours in exchange for not filing a workers' compensation claim or closing a claim.
- m. Refraining from entering into workers' compensation claim settlement agreements not approved by the WCB, or, if Alba is impleaded as a third-party defendant in a personal

injury lawsuit commenced by one of its employees for a work-related injury, by a court of competent jurisdiction. Alba retains the right to settle third-party personal injury claims commenced by employees for work-related injuries only through legal counsel retained by its workers' compensation insurer to represent Alba. Alba's personal or private counsel may not directly negotiate settlement of its employees' personal injury claims for work-related injuries directly with its employees.

- n. Refraining from disclosing the names of employees who filed workers' compensation claims except for purposes of disclosure to its counsel, insurance carrier, the insurance carrier's third-party administrator, a professional employee organization (PEO) retained by it to provide Alba with workers' compensation insurance, the WCB, OAG, or pursuant to subpoena or other valid legal process.
- o. Refraining from interfering with the choice of medical providers used to treat work-related injuries.
- p. Refraining from directing injured employees to specific medical providers.⁴
- q. Refraining from instructing employees to tell medical providers that the injury did not happen at work and having representatives accompany injured employees to medical facilities to make material misrepresentations about the injury happening at work.
- r. Amending any existing agreements with health care providers to treat injured employees, including but not limited to CityMD and Northwell Health GoHealth Urgent Care, (1) to require providers to ask if the injury is work-related and if so, to comply with their obligations; and (2) to eliminate any provision that prohibits or discourages providers from filing a claim with the WCB.

⁴ For non-work related health issues, Alba may direct employees to use preferred providers.

- s. Refraining from entering into any agreements with health care providers to bill Alba directly rather than receive payment through the workers' compensation system.

65. *Sexual Harassment Policies:* Alba agrees to revise its policies and practices to comply with the Human Rights Law, and to follow those policies, including, but not limited to:

- a. Establishing a sexual harassment prevention policy, sexual harassment investigative and disciplinary procedures, and an internal reporting mechanism including but not limited to a sexual harassment complaint form.
- b. Notifying all current and future Alba employees of the company's sexual harassment prevention policy.
- c. On an annual basis, Alba will provide employees with copies of the company's sexual harassment prevention policy and sexual harassment complaint form. The policy and complaint form must be provided in English, Spanish, Russian and any other languages identified by its employees as their primary language.
- d. Refraining from retaliating against employees for reporting sexual harassment in the workplace.
- e. Maintaining training records of training provided pursuant to paragraph 76 including signed acknowledgment forms of sexual harassment training and signed acknowledgement forms of receiving Alba's sexual harassment policy.
- f. Maintaining records for any sexual harassment complaints filed, the results of Alba's investigation of such complaints, and any disciplinary action taken if an employee is found to have engaged in sexual harassment.
- g. In addition, the OAG has requested that Alba terminate the foreman accused of sexually harassing two female employees as described in paragraphs 53-56.

66. Alba will update its written policies set forth in paragraphs 64-65 and incorporate them into Alba's employee handbook. Alba will submit the proposed policy changes to the OAG within 60 days of the Effective Date. OAG will review these policies and provide reasonable revisions within 120 days of the Effective Date, and Alba will incorporate any revisions requested by OAG within 150 days of the Effective Date. All policies provided pursuant to paragraphs 64-65 must be approved by the OAG prior to distribution ("OAG Approval"). OAG Approval will be provided within 180 days of the Effective Date.

67. *Notice to Injured Employees:* Within one week of their injury being reported, Alba will provide clear, intelligible, and sufficient notice to every injured employee of their right to file a workers' compensation claim and how to file a complaint with the OAG in English, Spanish, and Russian and any other languages identified by its employees as their primary language. The notice to be distributed is attached as Exhibit A. Alba shall immediately begin disseminating the notice to injured employees.

68. *Notice Regarding OAG Investigation:* Alba will provide clear, intelligible, and sufficient notice to its employees detailing the findings of the OAG's investigation and remedies imposed by the AOD in English, Spanish, and Russian and any other languages identified by Alba employees as their primary language. The notice will provide employees with information on what Alba is prohibited from doing and will explain how Alba employees may notify the OAG of any instances in which Alba is not complying by the terms of the AOD including but not limited to dissuading or deterring employees from filing workers' compensation claims, retaliating or discriminating against employees for filing workers' compensation claims, and/or failing to prevent sexual harassment. Alba will also provide any additional information related to the factual details of the AOD to current and former employees as OAG may request. The OAG will provide Alba a copy

of this notice within 60 days of the Effective Date. Thereafter, Alba shall immediately begin disseminating the notice to all employees.

69. *Notice Containing Contact Information of Alba Personnel to Report of Allegations of Workers' Compensation Discrimination or Sexual Harassment:* Alba will provide current and future employees with clear, intelligible, and sufficient notice of Alba personnel, other than foremen, who will investigate (a) allegations of discrimination or retaliation with respect to workers' compensation claims and (b) allegations of sexual harassment. The names and contact information of these personnel shall be included in the notice. The Alba personnel shall be able to communicate with employees in both English, Spanish, and Russian. If Alba does not have personnel who speak the primary language of the employee, Alba shall provide translation.

70. *Notice of Pay Rate:* Alba will provide all current and future employees with the Notice of Pay Rate pursuant to NYLL § 195 which will include the 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 Alba's main office or principal location. Alba will also provide all employees with the Notice of Pay Rate when the name of their employer or Professional Employer Organization (PEO) changes so that injured employees can record the correct employer's name on their workers' compensation claim. The Notice of Pay Rate must be given in both English and the employee's primary language if the New York Department of Labor offers it in that language.

71. *Notice of Compliance - Workers' Compensation Law (Form C-105):* Alba will post and maintain in a conspicuous place, the Notice of Compliance - Workers' Compensation Law (Form C-105), provided to Alba by its insurance carrier or licensed agent, in English, Spanish, and Russian and any other languages identified by Alba employees as their primary language.

72. *Submission of Proposed Notices:* Alba will submit the proposed notices set forth in paragraphs 67-71 to the OAG within 60 days of the Effective Date. OAG will review and provide any revisions to these proposed notices within 120 days of the Effective Date, and Alba will incorporate any revisions requested by OAG within 150 days of the Effective Date. All Notices provided pursuant to paragraphs 67-71 must be approved by the OAG prior to distribution, which will be provided within 180 days of the Effective Date.

73. *Dissemination of Policies and Notices:* Alba will disseminate the written policies and notices set forth in paragraphs 64-65 and 67-71 within 30 days of OAG Approval. Dissemination shall include (1) notifying employees by text message in English, Spanish, and Russian and any other languages identified by Alba employees as their primary language that new policies and notices have been issued and will be distributed via Alba's employee portal and either regular mail or e-mail; (2) sending the policies and notices to all current Alba employees via Alba's employee portal and either regular mail or e-mail, including but not limited to laborers, foremen, payroll, and human resources staff; (3) distributing paper copies of the policies and notices upon hiring or commencement of employment for new Alba employees; and (4) distributing paper copies of the policies and notices during the trainings described in paragraphs 74-76. The written policies and notices must be disseminated in English, Spanish, and Russian and any other languages identified by Alba employees as their primary language.

74. *Training of foremen, human resources/workers' compensation personnel, and management:* Alba will conduct in-person annual trainings for all foremen, personnel with any human resources or workers' compensation responsibilities, and management, to be conducted within 90 days of the Effective Date. The training will cover the policies in paragraphs 64-65, Alba's injury reporting procedure, the benefits provided to employees under the workers' compensation system, and Alba's sexual harassment reporting procedures. The trainings will be conducted in English, Spanish, and

Russian and any other language identified by employees being trained as their primary language, to the extent applicable to the relevant personnel. Alba must ensure that foremen, personnel with any human resources or workers' compensation responsibilities, and management are familiar with workers' compensation compliance, the New York Human Rights law, and are able to provide guidance to employees on how to access information about these laws and benefits.

75. *Workers' Compensation Training:* All Alba employees, including but not limited to laborers, foremen, support staff, human resource personnel, and management, will attend biannual training to be conducted by the New York State Workers' Compensation Board. The workers' compensation trainings will be in-person and will be conducted in English, Spanish, and Russian and any other languages identified by Alba employees as their primary language. However, if the WCB does not provide training in a language identified by Alba, Alba will be responsible for providing translation services. The training for laborers shall be conducted separately from Alba's other employees. The training will be provided within 180 days of the Effective Date.

76. *Sexual Harassment Training:* Alba will conduct biannual trainings for all new and existing Alba employees, including but not limited to laborers, human resources personnel, foremen, and management, on sexual harassment compliance and prevention, and ensure that Alba personnel that regularly interact with employees are familiar with sexual harassment compliance and prevention and are able to provide guidance to employees on how to access information about these laws and protections. The trainings will be conducted through a vendor approved by OAG and will be held in-person and in English, Spanish, and Russian and any other languages identified by Alba employees as their primary language. Alba will provide the OAG with proposed vendors within 150 days of the Effective Date. The training will be provided within 210 days of the Effective Date, upon mutual agreement of the parties, the deadline by which to conduct the trainings may be extended.

77. Acceptance of this AOD by OAG is not an approval or endorsement by OAG of any of Respondents' policies, practices, or procedures, and Respondents shall make no representation to the contrary.

Monitoring and Oversight

78. OAG will conduct monitoring and oversight for three years from the Effective Date (the "Effective Period"). In the case of two or more instances of default, there shall be an option to extend the Effective Period to six years at OAG's sole discretion.

79. *Periodic Compliance Reports:* Alba shall provide the OAG with a report detailing its compliance with the requirements set forth in this AOD, paragraphs 64-76 (Programmatic Relief). The first report shall be submitted to OAG by 90 days of the Effective Date and the second report by 180 days of the Effective Date. Thereafter, a report of compliance shall be submitted to OAG on a biannual basis during the Effective Period detailing how Alba has met its workers' compensation obligations for the previous six-month period (covering the period commencing seven months before the report through 30 days before the report). This report shall be in writing in a form approved by OAG that shall set forth in detail the manner and form of compliance with this AOD. The report shall be signed by Alba.

As part of each biannual report required under this paragraph, Alba shall submit the following supporting documents to the OAG for the six-month period:

- a. A complete list of all injuries occurring during the time period including employee name, name of employer or PEO, injury date, description of the injury, employee phone number, number of days missed from work, name of first medical provider (if applicable), WCB claim number (if claim was filed), date injury was reported to the WCB (if applicable), and address of site where injury occurred.

- b. Documentation of all workplace injuries including, but not limited to, FROIs for all injuries, including for injuries not requiring lost time from work or more than two medical visits.
- c. OSHA Forms 300, 300A, and 301.
- d. Documentation of all complaints of sexual harassment, including the name and title of the employee accused of sexual harassment, what was done to investigate the complaints, results of the investigation, and any disciplinary action taken.
- e. A list of all Alba entities including PEOs that employ Alba employees and the workers' compensation carrier for each, noting which employ laborers.
- f. All premium audits with a certification that full and complete premium audits listing any and all payroll were provided in a timely fashion to Alba's workers' compensation insurance carriers, listing the name and address of the insurance carriers, date the audits were provided and the time period covered by the audits.
- g. Documentation of all workers' compensation and sexual harassment trainings, including but not limited to the nature of the training, the names and titles of the employees trained, date of the training, any written materials distributed, and the name of the entity that provided the training.
- h. If any workers' compensation or sexual harassment policies have changed since the last report, a copy of the revised policies with the changes marked.
- i. A description of any other actions Alba has taken to comply with workers' compensation and sexual harassment laws.

80. *Periodic Certification of Compliance:* Alba shall provide OAG with a certification affirming its compliance with the requirements set forth in this AOD, paragraph 64-76 (Programmatic Relief). The first report shall be submitted to OAG by 90 days of the Effective Date and the second

report by 180 days of the Effective Date. Thereafter, a certification of compliance shall be submitted to OAG on a biannual basis for the following three years. This certification shall be in writing in a form approved by OAG and be signed by Alba.

81. *Compliance Report or Certification on Demand:* In addition to the above, at any time through the Effective Period of this AOD, and upon thirty (30) days written notice from OAG, Alba shall provide OAG with a compliance report (per paragraph 79) or certification (per paragraph 80) affirming its compliance with the requirements set forth in this AOD, paragraphs 64-76 (Programmatic Relief).

82. Alba expressly agrees and acknowledges that a default in the performance of any obligation under this AOD is a violation of the AOD, and that OAG thereafter may commence the civil action or proceeding contemplated in paragraph 59, *supra*, 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 16-57, 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 Alba 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 Alba shall have 30 days to cure such default. Written notice of default by mail and email shall be sent to the physical and email addresses listed in paragraph 108 and such notice shall be considered effective notice of default for any and all Alba entities and Horan, and/or their successors, agents and assigns.

No Retaliation

83. Alba agrees that it shall comply with NYLL §§ 215 and 740 and WCL § 120 and shall not in any manner discriminate or retaliate against any of its employees or former employees, including but not limited to employees or former employees who cooperated or are perceived to have cooperated with OAG's investigation of this matter. Alba 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, WCL, or Human Rights Law, and New York Codes, Rules, and Regulations.

Ongoing Cooperation

84. Alba agrees to provide reasonable cooperation with all ongoing requests by OAG for information related to this investigation and to ensure compliance with this AOD. Alba also agrees to provide reasonable cooperation with OAG's investigations of individuals and entities that are not a party to this AOD in which there is a connection to the investigation of Alba. Upon reasonable notice, Alba shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their reasonable 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. Alba further agrees to provide the OAG with full access to the contact information of their employees to reach them through mail, telephone, or electronic means. Alba's obligations under this paragraph shall remain in effect for the Effective Period.

Penalty for Non-Compliance

85. If OAG finds a material violation of paragraphs 64-76 (Programmatic Relief) of this AOD, Alba 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 108, effective the date e-mail notice is sent, after which Alba shall have 30 days to cure the violation.

Monetary Payment and Settlement Distribution

86. Alba agrees to pay \$1,500,000 (One Million Five Hundred Thousand Dollars) (the “Monetary Relief Amount”) in resolution of the OAG’s investigation. The first payment of \$250,000 upon signing the AOD. The second payment of \$250,000 shall be made within 60 days of signing the AOD.

87. The remainder of the Monetary Relief Amount shall be made in 8 payments of \$125,000 to be paid on or before the 30th day of the last payment and continuing for 8 consecutive months thereafter until payment is made in full. The last payment shall be made 10 months after signing.

88. The Monetary Relief Amount will be paid to the OAG and distributed by a third-party administrator (the “Settlement Administrator”), to current and former employees for violations of the WCL for the time period of 2016 to 2024 and Human Rights Law for the time period of 2016 to 2025.

89. Alba also agrees that up to a maximum of \$100,000 will be allocated from the Monetary Relief Amount to pay for the distribution of the settlement fund including (1) the costs related to retaining the 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 employees eligible for receipt of said distributions. No funds shall be returned to Alba 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.

90. Payments shall be made by wire transfer and shall reference AOD No. 25-058. Wire instructions will be provided by the OAG upon signing the AOD.

91. The OAG has the sole discretion to determine which employees shall be eligible for restitution and to determine the amount of such restitution. No amount shall revert to Alba.

92. Alba agrees to provide reasonable cooperation necessary to locate and contact current and former employees who may be eligible for restitution, including providing for each employee 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. In addition, Alba shall provide the dates that the employees' employment started and ended (if applicable).

93. *Judgment by Confession:*

- a. To secure the payments described by paragraph 86-87, Andrew Horan, each Alba entity will execute and deliver, at the time of the execution and delivery of this AOD, the accompanying Affidavits for Judgment by Confession (attached hereto as Exhibit B), confessing judgment for the Monetary Relief Amount of \$1,250,000, plus collection fees of twenty two percent (22%) of any unpaid Monetary Relief Amount at the time of any subsequent default, plus statutory costs of \$15.00. OAG will reduce the Monetary Relief Amount by the amount paid by Respondents to OAG to calculate the Unpaid Monetary Relief Amount at the time of any subsequent default. The OAG will immediately file the Affidavits for Judgment by Confession.
- b. *Default in Payment:* In the event that Respondents fail to timely and properly make payment as required by paragraph 86-87, OAG shall provide Alba with written notice, by electronic or first-class mail, of such failure. If Alba does not cure such failure within 30 days of the OAG's written notice, OAG will begin the collection process and pursue all available means to secure payment at any time, and without further notice, for the balance owed pursuant to this AOD at the time of default, less any payments made prior to default, plus the collection fees and statutory costs described above.

MISCELLANEOUS

Representations and Warranties

94. OAG has agreed to the terms of this AOD based on, among other things, the representations made to OAG by Alba and its agents or representatives and OAG's own factual investigation as set forth in paragraphs 1-56 above. Alba represents and warrants that neither it nor its counsel has made any material representations to OAG that are inaccurate or misleading. If any material representations by Alba or its counsel are later found to be inaccurate or misleading, this AOD is voidable by OAG in its sole discretion.

95. No representation, inducement, promise, understanding, condition, or warranty not set forth in this AOD has been made to or relied upon by Alba in agreeing to this AOD.

96. Alba represents and warrants, through the signatures below, that the terms and conditions of this AOD are duly approved. Alba further represents and warrants that Andrew Horan, as the signatory to this AOD, is a duly authorized officer acting at the direction of Alba.

Effects of AOD

97. All terms and conditions of this AOD shall continue in full force and effect on any successor, assignee, or transferee of Respondents. Respondents shall include in any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the AOD. In addition, no party may assign, delegate, or otherwise transfer any of its rights or obligations under this AOD without the prior written consent of OAG.

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

Subsequent Proceedings

99. Alba expressly agrees and acknowledges that 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 95, and agrees and acknowledges 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. OAG may use statements, documents or other materials produced or provided by Alba prior to or after the Effective Date of this AOD;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and Alba irrevocably and unconditionally waives any objection based upon personal or subject matter 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).

100. If a court of competent jurisdiction determines that Alba has violated the AOD, Alba shall pay to 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

101. Alba's obligations to follow the NYLL, WCL, and Human Rights Law are enduring. Nothing in this AOD shall relieve Alba of other obligations imposed by any applicable local, state, or federal law or regulation or other applicable law

102. Nothing contained herein shall be construed to limit the remedies available to OAG in the event that Respondents violate the AOD after its Effective Date.

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

104. 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 OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this AOD.

105. Alba and Horan acknowledge that they have entered this AOD freely and voluntarily and upon due deliberation with the advice of counsel.

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

107. 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.

108. All notices, reports, requests, and other communications pursuant to this AOD must reference AOD No. 25-058, and shall be in writing and shall be directed as follows:

From the Respondents to the Attorney General:

New York State Office of the Attorney General
Donya Fernandez, Assistant Attorney General
Labor Bureau
28 Liberty Street, 15th Floor
New York, New York 10005
Or
Donya.Fernandez@ag.ny.gov

From the Attorney General to the Respondents:

Diana Nieves
240 West 52nd Street
New York, NY 10019
Or
Email: Diana@albademo.com

109. Alba agrees to execute such other and further documents as may be necessary to effectuate the terms and purposes of this AOD.

110. This AOD may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this AOD, all of which shall constitute one agreement to be valid as of the Effective Date of this AOD. For purposes of this AOD, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this AOD and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, this AOD is executed by the parties hereto on October 21,
2025.

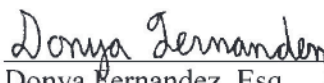
LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By:



Abigail Ramos, Esq.
Assistant Attorney General, Labor Bureau

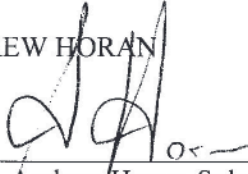
By:



Donya Fernandez, Esq.
Assistant Attorney General, Labor Bureau

ANDREW HORAN

By:



Andrew Horan, Sole Shareholder
Alba Services, Inc., Volk Industrial Services Corp.,
Alba Carting & Demolition, Inc, Alba Core &
Shell, Alba Management Inc.

STATE OF NEW YORK)
) ss.:
COUNTY OF BRONX)

On the 1 day of October in the year 2025 before me personally came Horan to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who, being by me duly sworn, did depose and say that his work address is 240 West 52nd Street, New York, NY 10019 and that he is the sole shareholder of the Alba Services, Inc., Volk Industrial Services Corp., Alba Carting & Demolition, Inc, Alba Core & Shell, Alba Management Inc., the corporations described in and which executed the above instrument.

Sworn to before me this
1 day of October, 2025

Cmm
NOTARY PUBLIC

CLAIRE MCMENAMIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6381646
Qualified in Bronx County
Commission Expires October 9, 2026

ANDREW HORAN

By:



Andrew Horan, Shareholder (33.34%) and CEO
Alba Electric Corp.

STATE OF NEW YORK)
) ss.:
COUNTY OF Bronx)

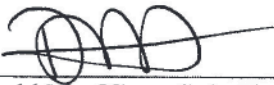
On the 1 day of October in the year 2025 before me personally came Horan to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who, being by me duly sworn, did depose and say that his work address is 240 West 52nd Street, New York, NY 10019 and that he is Shareholder (33.34%) and CEO of Alba Electric Corp., the corporation described in and which executed the above instrument.

Sworn to before me this
1 day of October, 2025

Cmm
NOTARY PUBLIC

CLAIRE MCMENAMIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6381646
Qualified in Bronx County
Commission Expires October 9, 2026

DONALD MACVICAR

By: 
Donald MacVicar, Sole Shareholder
CSC Services Corp.

STATE OF New York)
) ss.:
COUNTY OF Bronx)

On the 8 day of October in the year 2025 before me personally came Donald MacVicar to me known, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who, being by me duly sworn, did depose and say that his work address is 240 West 52nd St, New York, NY 10019; that he is the sole shareholder of CSC Services Corp., the corporation described in and which executed the above instrument.

Sworn to before me this
8 day of October, 2025


NOTARY PUBLIC

CLAIRE MCMENAMIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6381646
Qualified in Bronx County
Commission Expires October 9, 2026

JAMES HORAN

By:



James Horan, Sole Shareholder
Gurteen Business Solutions

STATE OF NEW YORK)
) ss.:
COUNTY OF BRONX)

On the 2 day of October in the year 2025 before me personally came James Horan to me known, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who, being by me duly sworn, did depose and say that his work address is 240 West 52nd Street, NY 10019 that he is the sole shareholder of Gurteen Business Solutions, the corporation described in and which executed the above instrument.

Sworn to before me this
2 day of October, 2025

Cmm
NOTARY PUBLIC

CLAIRE MCMENAMIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6381646
Qualified in Bronx County
Commission Expires October 9, 2026

EXHIBIT A

Workers' Compensation Benefits for Injured Workers

If you are injured at work or get a work-related illness, you may qualify for workers' compensation benefits. These benefits could include:

- wages that you lost because you are ill or injured
- medical care at no cost to you

Regardless of immigration status, all workers in New York State are eligible for these benefits.

Notify your employer

Tell your employer, **in writing**, about your injury or illness:

- Explain when, where, and how you got injured or became ill.
- Notify your employer as soon as possible and no later than 30 days after your injury or illness began.
- If you notify your employer by text, **also send a letter, email, or other document** that they can save or print. Keep a copy for yourself.

File a claim

You can file a claim with the New York State Workers' Compensation Board (WCB) **within two years** of your injury or illness. You can file a claim on your own or be represented by a workers' compensation attorney. If an attorney agrees to represent you, the representation is free because your employer's insurance company must pay for the attorney.

How to file a claim:

- The quickest way: Visit wcb.ny.gov and select **File a claim**. Include the name of your employer that is listed on your paycheck. Keep a copy of anything you file for yourself.
- If you have questions about filing a claim, or want a copy of the claim form, call the Workers' Compensation Board at 1-877-632-4996.

Recover lost wages

You have the right to receive part of your lost wages if **any** of the following is true about your work-related injury or illness:

- Your injury prevents you from working for more than seven calendar days.
- Part of your body is permanently disabled.

- Your work-related injury or illness causes you to receive less pay because you now work fewer hours or have to change jobs.

Get medical treatment

In most cases, you can choose any health care provider authorized by the Workers' Compensation Board. Find providers using the "Health Care Provider Search" feature at wcb.ny.gov.

- In an emergency, you can go to any provider.
- Other than in emergency situations, any health care provider who treats you must be authorized by the Workers' Compensation Board to treat injured workers.
- An employers' workers' compensation insurance may require you to use certain provider organizations or pharmacy networks.
- Tell your provider that you have a work-related injury or illness. Give them the name of your employer as shown on your paycheck.
- In addition to paying for medical visits at no cost to you, workers' compensation may also pay for transportation to your appointments.

Get help from WCB's Advocate for Injured Workers

If you have questions about getting your workers' compensation benefits, or need help, contact the Workers' Compensation Board's **Office of the Advocate for Injured Workers** which can help you get lost wages and health care you need after a job-related injury or illness.

- email: advinjwkr@wcb.ny.gov
- phone: (877) 632-4996

Retaliated against? Call the NY Attorney General's Office Labor Bureau
Your employer cannot terminate you, demote you, or lower your pay because you filed a claim. Your employer is also not permitted to discourage you from filing a claim or prevent you from supporting another worker's claim.

- email: labor.bureau@ag.ny.gov
- phone: (212) 416-8700 Press #9 to leave a message

EXHIBIT B

ATTORNEY GENERAL OF THE STATE OF NEW YORK
LABOR BUREAU

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

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

OF

ALBA SERVICES, INC., ALBA CARTING
& DEMOLITION, DBA COMPAC
INDUSTRIES 2, ALBA ENVIRONMENTAL,
ALBA CORE & SHELL, ALBA ELECTRIC
CORP., ARC CONTRACTING INC.,
CALEDONIA CARTING SERVICES, CSC
SERVICES CORP., GURTEEN BUSINESS
SOLUTIONS, VOLK INDUSTRIAL
SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

ANDREW HORAN, being duly sworn, deposes and says the following:

1. My work address is 240 West 52nd Street, New York, NY 10019. I reside in Suffolk County.
2. I hereby confess judgment against myself personally pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$1,250,000 (the "Outstanding Monetary Relief Amount"), plus collection fees of 22% percent of any Outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on October 1, 2025 (AOD No. #25-058). I hereby authorize the People of the State of New York to enter judgment against me in the sum of \$1,250,000, plus costs and collection fees of 22% of the Outstanding Monetary Relief Amount, as set forth in the Assurance of Discontinuance #25-058.

ATTORNEY GENERAL OF THE STATE OF NEW YORK
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SERVICES CORP., GURTEEN BUSINESS
SOLUTIONS, VOLK INDUSTRIAL
SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

ANDREW HORAN, being duly sworn, deposes and says the following:

1. I am the President and Sole Shareholder of Alba Services, Inc. and have authority to sign on behalf of the entity.
2. My work address is 240 West 52nd Street, New York, NY 10019.
3. I hereby confess judgment against Alba Services, Inc. pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$1,250,000 (the "Outstanding Monetary Relief Amount"), less any amounts previously paid, plus collection fees of 22% percent of any outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on October 1, 2025 (AOD No. #25-058). Upon default of the Assurance of Discontinuance and filing of an Attorney Affirmation that such default occurred and not been cured within 30 calendar days (notice of default effective on the date e-mail notice is sent to Alba Services, Inc.), I

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SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

ANDREW HORAN, being duly sworn, deposes and says the following:

1. I am the President and Sole Shareholder of Volk Industrial Services Corp. and have authority to sign on behalf of the entity.
2. My work address is 240 West 52nd Street, New York, NY 10019.
3. I hereby confess judgment against Volk Industrial Services Corp. pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$1,250,000 (the "Outstanding Monetary Relief Amount"), less any amounts previously paid, plus collection fees of 22% percent of any outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on October 1, 2025 (AOD No. #25-058). Upon default of the Assurance of Discontinuance and filing of an Attorney Affirmation that such default occurred and not been cured within 30 calendar days (notice of default effective on the date e-mail notice is sent to Volk Industrial Services

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SOLUTIONS, VOLK INDUSTRIAL
SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

ANDREW HORAN, being duly sworn, deposes and says the following:

1. I am the President and Sole Shareholder of Alba Carting & Demolition, Inc. DBA Compac Industries 2 and have authority to sign on behalf of the entity.
2. My work address is 240 West 52nd Street, New York, NY 10019.
3. I hereby confess judgment against Alba Carting & Demolition, Inc. pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$1,250,000 (the "Outstanding Monetary Relief Amount"), less any amounts previously paid, plus collection fees of 22% percent of any outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on October 1, 2025 (AOD No. #25-058). Upon default of the Assurance of Discontinuance and filing of an Attorney Affirmation that such default occurred and not been cured within 30 calendar days (notice of default effective on the date e-mail notice is sent to Alba Carting &

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SERVICES CORP., GURTEEN BUSINESS
SOLUTIONS, VOLK INDUSTRIAL
SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

ANDREW HORAN, being duly sworn, deposes and says the following:

1. I am the President and Sole Shareholder of Alba Core & Shell and have authority to sign on behalf of the entity.
2. My work address is 240 West 52nd Street, New York, NY 10019. I reside in Suffolk County.
3. I hereby confess judgment against Alba Core & Shell pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$1,250,000 (the "Outstanding Monetary Relief Amount"), less any amounts previously paid, plus collection fees of 22% percent of any outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on October 1, 2025 (AOD No. #25-058). Upon default of the Assurance of Discontinuance and filing of an Attorney Affirmation that such default occurred and not been cured within 30

ATTORNEY GENERAL OF THE STATE OF NEW YORK
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CALEDONIA CARTING SERVICES, CSC
SERVICES CORP., GURTEEN BUSINESS
SOLUTIONS, VOLK INDUSTRIAL
SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

ANDREW HORAN, being duly sworn, deposes and says the following:

1. I am the President and Sole Shareholder of Alba Management Inc. and have authority to sign on behalf of the entity.
2. My work address is 240 West 52nd Street, New York, NY 10019. I reside in Suffolk County.
3. I hereby confess judgment against Alba Management Inc. pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$1,250,000 (the "Outstanding Monetary Relief Amount"), less any amounts previously paid, plus collection fees of 22% percent of any outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on October 1, 2025 (AOD No. #25-058). Upon default of the Assurance of Discontinuance

ATTORNEY GENERAL OF THE STATE OF NEW YORK
LABOR BUREAU

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OF

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ALBA CORE & SHELL, ALBA ELECTRIC
CORP., ARC CONTRACTING INC.,
CALEDONIA CARTING SERVICES, CSC
SERVICES CORP., GURTEEN BUSINESS
SOLUTIONS, VOLK INDUSTRIAL
SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

ANDREW HORAN, being duly sworn, deposes and says the following:

1. I am the President and Sole Shareholder of Alba Environmental, Inc. and have authority to sign on behalf of the entity.
2. My work address is 240 West 52nd Street, New York, NY 10019. I reside in Suffolk County.
3. I hereby confess judgment against Alba Environmental, Inc. pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$1,250,000 (the "Outstanding Monetary Relief Amount"), less any amounts previously paid, plus collection fees of 22% percent of any outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on October 1, 2025 (AOD No. #25-058). Upon default of the Assurance of Discontinuance

ATTORNEY GENERAL OF THE STATE OF NEW YORK
LABOR BUREAU

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

AFFIDAVIT OF
CONFESSION OF
JUDGMENT

OF

ALBA SERVICES, INC., ALBA CARTING
& DEMOLITION, DBA COMPAC
INDUSTRIES 2, ALBA ENVIRONMENTAL,
ALBA CORE & SHELL, ALBA ELECTRIC
CORP., ARC CONTRACTING INC.,
CALEDONIA CARTING SERVICES, CSC
SERVICES CORP., GURTEEN BUSINESS
SOLUTIONS, VOLK INDUSTRIAL
SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

ANDREW HORAN, being duly sworn, deposes and says the following:

1. I own the 33.34% of the shares of Alba Electric Corp. and have authority to sign on behalf of the entity.

2. My work address is 240 West 52nd Street, New York, NY 10019. I reside in Suffolk County.

3. I hereby confess judgment against Alba Electric Corp. pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$1,250,000 (the "Outstanding Monetary Relief Amount"), less any amounts previously paid, plus collection fees of 22% percent of any outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on October 1, 2025 (AOD No. #25-058). Upon default of the Assurance of Discontinuance and filing of an Attorney Affirmation that such default occurred and not been cured within 30 calendar days (notice of default effective on the date e-mail notice is sent to Alba Electric Corp.), I

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SOLUTIONS, VOLK INDUSTRIAL
SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

DONALD MACVICAR, being duly sworn, deposes and says the following:

1. I am the Sole Shareholder of Caledonia Carting Services and have authority to sign on behalf of the entity.
2. My work address is 240 West 52nd Street, New York, NY 10019.
3. I hereby confess judgment against Caledonia Carting Services pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$1,250,000 (the "Outstanding Monetary Relief Amount"), less any amounts previously paid, plus collection fees of 22% percent of any outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on October 8, 2025 (AOD No. #25-058). Upon default of the Assurance of Discontinuance and filing of an Attorney Affirmation that such default occurred and not been cured within 30 calendar days (notice of default effective on the date e-mail notice is sent to Caledonia Carting

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SOLUTIONS, VOLK INDUSTRIAL
SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

DONALD MACVICAR, being duly sworn, deposes and says the following:

1. I am the Sole Shareholder of CSC Services Corp. and have authority to sign on behalf of the entity.
2. My work address is 240 West 52nd Street, New York, NY 10019.
3. I hereby confess judgment against CSC Services Corp. pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$1,250,000 (the "Outstanding Monetary Relief Amount"), less any amounts previously paid, plus collection fees of 22% percent of any outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on October 23, 2025 (AOD No. #25-058). Upon default of the Assurance of Discontinuance and filing of an Attorney Affirmation that such default occurred and not been cured within 30

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CORP., ARC CONTRACTING INC.,
CALEDONIA CARTING SERVICES, CSC
SERVICES CORP., GURTEEN BUSINESS
SOLUTIONS, VOLK INDUSTRIAL
SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

JAMES HORAN, being duly sworn, deposes and says the following:

1. I am the Sole Shareholder of Gurteen Business Solutions, Inc. and have authority to sign on behalf of the entity.
2. My work address is 240 West 52nd Street, New York, NY 10019.
3. I hereby confess judgment against Gurteen Business Solutions pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$1,250,000 (the "Outstanding Monetary Relief Amount"), less any amounts previously paid, plus collection fees of 22% percent of any outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on October 2, 2025 (AOD No. #25-058). Upon default of the Assurance of Discontinuance and filing of an Attorney Affirmation that such default occurred and not been cured within 30 calendar days (notice of default effective on the date e-mail notice is sent to Gurteen Business

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SERVICES CORP., GURTEEN BUSINESS
SOLUTIONS, VOLK INDUSTRIAL
SERVICES CORP., ALBA MANAGEMENT
INC. and ANDREW HORAN

Respondents.

KIERAN FERGUSON, being duly sworn, deposes and says the following:

1. I am the Sole Shareholder of Arc Contracting Inc. and have authority to sign on behalf of the entity.
2. My work address is 240 West 52nd Street, New York, NY 10019.
3. I hereby confess judgment against Arc Contracting Inc. pursuant to CPLR § 3218 in favor of the People of the State of New York, in the sum of \$1,250,000 (the "Outstanding Monetary Relief Amount"), less any amounts previously paid, plus collection fees of 22% percent of any outstanding Monetary Relief Amount, under an Assurance of Discontinuance, which was signed on 10/16/2025, 2025 (AOD No. #25-058). Upon default of the Assurance of Discontinuance and filing of an Attorney Affirmation that such default occurred and not been cured within 30 calendar days (notice of default effective on the date e-mail notice is sent to Arc Contracting Inc.).

