

SUPREME COURT OF THE STATE OF NEW YORK
BRONX COUNTY: PART 24

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BERTHA GREENE, RENEE SINGLETON, DAYAIRA
CEDANO

Plaintiff,

- v -

CLEAN RITE CLEANERS, LLC, LAUNDROMAX NEW
ENGLAND, LLC,

Defendant.

INDEX NO. 820890/25E

MOTION DATE 02/17/2026

MOTION SEQ. NO. 1

**DECISION + ORDER ON
MOTION**

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The following e-filed documents, listed by NYSCEF document number (Motion 1) 2, 3, 4, 5, 6, 7, 8, 9, 10

were read on this motion to/for APPROVE/SETTLE ACCOUNTING.

Upon the foregoing documents, it is

Plaintiffs move unopposed for an order granting preliminary approval of the Settlement Agreement, pursuant to CPLR §901; approving the Notice of the Settlement to the Class; approving the Service Award to Plaintiffs; approving the Claim Administrator’s fee for administering the Settlement; awarding Class Counsel attorneys’ fees; and entering the Proposed Order.

Preliminary Approval of Settlement

The Court finds on a preliminary basis that the Settlement memorialized in the Settlement Agreement signed on December 16, 2025 (herein the “Settlement Agreement”), filed with the Court, is fair, reasonable and adequate, and therefore, meets the requirements for Preliminary Approval such that notice to the class is appropriate.

The Court concludes that the Settlement Agreement is within the range of possible settlement approval and further, finds that the Settlement Agreement is the result of extensive, arms'-length negotiations by counsel well-versed in the prosecution of such actions.

Accordingly, the Court grants Plaintiffs' Motion for Preliminary Approval of the Settlement Agreement.

Conditional Class Certification of the Proposed Settlement Claims

The Court finds that this action satisfies all of the prerequisites of CPLR §901, and that consideration of the CPLR §902 factors supports conditional certification.

Accordingly, the Court provisionally certifies the following class under Article 9 of the CPLR, for settlement purposes only ("Settlement Class"):

All persons who hold or held one or more of Defendants' Laundry Cards that was acquired from March 29, 2018 to and through the date of Preliminary Approval. The Settlement Class will be divided into two groups: (A) Group A, which consists of all class members who possess the Laundry Cards and either (i) purchased the Laundry Cards; or (ii) did not purchase the Laundry Cards but otherwise possess a Laundry Card and have a remaining balance; and (B) Group B, which consists of all other persons who held one of Defendants' Laundry Cards that was acquired from March 29, 2018 to and through the date of preliminary approval, and no longer possess the Laundry Card. Excluded from the Settlement Class are (1) any Judge presiding over this Action and members of their families; (2) the Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

Appointment of Plaintiff's Counsel as Class Counsel

The court appoints Philip L. Fraietta and Julian C. Diamond of Bursor & Fisher, P.A. (herein "B&F") as Class Counsel because they did substantial work identifying, investigating,

litigating, and settling plaintiffs' claims, have years of experience prosecuting and such actions, and are well-versed in the relevant law and in class action law. The work that B&F has performed both in litigating and settling this case demonstrates their commitment to the class and to representing the class's interests.

Appointment of Settlement/Claims Administrator

For settlement purposes only, the Court appoints Analytics Consulting LLC as the Settlement/Claims Administrator to administer the Settlement as more specifically set forth in the Settlement Agreement in accordance with the terms and conditions of the Settlement Agreement.

Class Notice

CPLR §908 requires that “[n]otice of proposed . . . compromise [of a class action] shall be given to members of the class in such manner as the court directs.” The court approves the proposed Class Notice and Claim Form (NYSCEF Doc. No. 5-7). The content of the Notice fully complies with due process. The Notice fully and accurately informs Class Members of all material elements of the action and the proposed settlement.

The Court retains discretion to schedule a hearing in the event any member of the Class files an objection and request to be heard. As per Section 5.1 of the Agreement, Class Counsel shall notify the Court of any objections and requests for a hearing. Should the Court schedule a hearing for this purpose, Class Counsel shall serve notice of the hearing on the objectors via U.S. First Class Mail, advising them of the date, time, and location of the hearing. If no objections are filed within the deadline to file objections, this Order shall become a Final Order (1) dismissing the Complaint, with prejudice, permanently barring all Class Members from filing, commencing, prosecuting, or pursuing released claims as defined in the Agreement whether or not on a class or

collective action basis, or participating in any class or collective action involving such claims, (2) approving the three requested service awards to Plaintiffs, (3) approving the fee for the Claims Administrator for administering the Settlement, and (4) awarding Class Counsel attorneys' fees, costs, and expenses of forty percent of the Settlement.

Class Action Settlement Procedure

The Court hereby adopts the following settlement procedure:

1. Within thirty (30) days of the entry of this Order, (1) the Settlement Claims Administrator will provide Court-approved Notice on the Settlement Website, which Settlement Website will include the ability to file the Court-approved Claim Form (id. ¶¶ 4.2(a), 1.3); and (2) Notice will be provided by digital publication on social media, which will link to the Settlement Website, and by the placement of in-store postings and signage. Id. ¶ 4.2(b).
2. The Settlement Class Members shall have sixty (60) days to submit a Claim Form, submit an opt-out statement, or submit an objection. Id. ¶¶ 1.5, 1.18.
3. If the Court grants Plaintiffs' Motion for Final Approval of the Settlement, the Court will issue a Settlement Approval Order and Final Judgment. Id. ¶ 1.29.
4. The Settlement shall become Final (the "Final Settlement Approval Date") one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court's Settlement Approval Order and Final Judgment approving the Settlement Agreement, if no appeal has been filed; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari. Id. ¶ 1.13.
5. Defendants will make payments into the Settlement Fund in accordance with the schedule set forth in Settlement ¶ 2.2. Cash Claims will be paid sixty (60) days after the Claims Deadline or the Final Settlement Approval Date, whichever is later, from the Settlement Fund. Id. ¶ 2.3(c).

6. Plaintiffs' Service Awards will be paid by Defendants within thirty (30) business days after the Final Settlement Approval Date. The Fee Award will be payable by Defendants within thirty (30) business days after entry of the Court's Settlement Approval Order and Final Judgment as set forth in Settlement ¶ 3.2


The parties shall abide by all other terms of the Settlement Agreement.

Conclusion

Accordingly, it is hereby

ORDERED that Plaintiffs' motion for conditional approval of the proposed settlement is granted and the parties are to comply with the directives set within this order; and it is further

ORDERED that Plaintiffs shall timely file a Motion for Final Approval of Settlement as in accordance the terms above.

<u>4/15/2026</u> DATE		 SHAWN T. KELLY, J.S.C.
CHECK ONE:	<input type="checkbox"/> CASE DISPOSED	<input checked="" type="checkbox"/> NON-FINAL DISPOSITION
	<input checked="" type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	<input type="checkbox"/> GRANTED IN PART <input type="checkbox"/> OTHER
APPLICATION:	<input type="checkbox"/> SETTLE ORDER	<input type="checkbox"/> SUBMIT ORDER
CHECK IF APPROPRIATE:	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/> FIDUCIARY APPOINTMENT <input type="checkbox"/> REFERENCE