

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX**

BERTHA GREENE, RENEE SINGLETON, and
DAYAIRA CEDANO, individually and on behalf of all
others similarly situated,

Index No. 820890/2025E

Plaintiffs,

v.

CLEAN RITE CENTERS, LLC, and LAUNDROMAX
NEW ENGLAND, LLC,

Defendants.

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs, Bertha Greene, Renee Singleton, and Dayaira Cedano (“Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendants, Clean Rite Centers, LLC (“Clean Rite”) and Laundromax New England, LLC (“Laundromax,” and, together with Clean Rite, “Defendants”). The Settlement Class and Plaintiffs are collectively referred to as the “Plaintiffs” unless otherwise noted. The Plaintiffs and the Defendants are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

Recitals as to the action captioned *Greene v. Clean Rite Centers, LLC et al.*, 1-22-cv-01750-PKC-RML (the “Greene Federal Case”).

A. On March 29, 2022, Plaintiff Bertha Greene filed a putative class action in the United States District Court for the Eastern District of New York. The material allegations of the complaint were that Defendants Clean Rite and Laundromax allegedly misrepresented the

value of their reloadable cash cards designed for use with laundry machines that are provided by and serviced by Defendants (“Laundry Cards”). Specifically, the complaint alleged that by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance, and by allegedly failing to reveal the non-refundability of these remainder balances until after a customer has already committed to purchasing a Laundry Card, the remaining balances were unavailable to Laundry Card users and functioned as a hidden fee that was not disclosed to users.

B. On June 21, 2022, Plaintiff Greene amended her federal complaint.

C. On August 16, 2022, the federal court conducted a pre-motion conference.

D. On October 28, 2022, Defendants filed their motion to dismiss. On the same day, Plaintiff Greene filed her opposition to the motion to dismiss. On the same day, Defendants also filed their reply in support of their motion to dismiss.

E. On January 29, 2024, the federal court granted in part and denied in part Defendants’ motion to dismiss. The federal court dismissed Plaintiff’s New York General Business Law Section 349 claim and unjust enrichment claim and held that Plaintiffs’ claim for unfairness under Massachusetts General Law Chapter 93A may proceed, provided that Plaintiff sufficiently allege subject matter jurisdiction in her Second Amended Complaint.

F. On May 23, 2024, the federal court conducted a pre-motion conference where it declined to transfer the case to Massachusetts, found that the federal court had subject matter jurisdiction over the matter, and ordered that Plaintiff Greene file a second amended complaint.

G. On June 24, 2024, Plaintiff Greene filed her Second Amended Complaint.

H. On July 10, 2024, the federal court denied the Defendants’ request for a pre-motion conference for a proposed motion to dismiss the Second Amended Complaint.

I. On July 24, 2024, Defendants filed an Answer to the operative Second Amended

Complaint in the federal court, wherein they denied any liability and asserted 16 affirmative defenses, including that Plaintiff lacked standing.

Recitals as to the action captioned *Singleton et al v. Clean Rite Centers, LLC*, 1-24-cv-06454-PKC-RML (the “Singleton Federal Case”).

J. On September 13, 2024, Plaintiffs Renee Singleton and Dayaira Cedano filed a putative class action in the United States District Court for the Eastern District of New York. The material allegations of the complaint were that Defendant Clean Rite allegedly misrepresented the value of its reloadable cash cards designed for use with laundry machines that are provided by and serviced by Clean Rite (“Laundry Cards”). Specifically, the complaint alleged that by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance, and by allegedly failing to reveal the non-refundability of these remainder balances until after a customer has already committed to purchasing a Laundry Card, the remaining balances were unavailable to Laundry Card users and functioned as a hidden fee that was not disclosed to users.

K. On February 7, 2025, the federal court conducted a pre-motion conference.

L. On March 10, 2025, Plaintiffs Renee Singleton and Dayaira Cedano amended their federal complaint.

M. On April 18, 2025, Defendant Clean Rite filed an Answer to the operative Amended Complaint in the federal court, wherein it denied all liability and asserted 16 affirmative defenses, including that Plaintiffs lack standing.

Recitals as to both actions, *Singleton et al v. Clean Rite Centers, LLC*, 1-24-cv-06454-PKC-RML and *Greene v. Clean Rite Centers, LLC et al.*, 1-22-cv-01750-PKC-RML.

N. The Parties’ respective counsel participated in numerous video conferences and telephone calls, and exchanged many e-mails, discussing the merits of and defenses to the claims.

O. Over the past approximately fifteen (15) months, the Parties also exchanged written and document discovery, including on issues such as the size and scope of the putative class, which allowed them to competently assess their relative negotiating positions. This information was sufficient to assess the strengths and weakness of the claims and defenses.

P. From the outset of the case, the Parties engaged in settlement discussions and, to that end, agreed to participate in a private mediation.

Q. On July 24, 2025, the Parties conducted a full-day mediation before The Honorable Wayne R. Andersen (Ret.) of JAMS Chicago, an experienced retired federal judge and class action mediator.

R. Although this matter was not resolved at the conclusion of the July 24, 2025 mediation, the Parties continued to work diligently with Judge Andersen.

S. On October 1, 2025, the Parties reached an agreement on all material terms of a class action settlement and the Parties' attorneys executed a term sheet.

T. On October 1, 2025, Plaintiffs and Defendants stipulated to voluntarily dismiss the two federal actions without prejudice, and on October 2, 2025, Plaintiffs re-filed their case as one action in the Supreme Court of the State of New York, County of Bronx (hereinafter, the "Action").¹

U. At all times, Defendants have denied and continue to deny any wrongdoing whatsoever and have denied and continue to deny that they committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action.

Defendants believe that the claims asserted in the Action do not have merit and that Defendants

¹ The Parties concluded it was appropriate to proceed with their class action settlement in the Supreme Court of the State of New York, County of Bronx due to potential issues concerning the federal court's subject-matter jurisdiction over the Action. In particular, the federal court may have lacked Article III jurisdiction with respect to certain class members. *See TransUnion LLC v. Ramirez*, 141 S. Ct. 2190 (2021).

would have prevailed at summary judgment or trial. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendants have concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it will not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendants, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

V. Plaintiffs believe that the claims asserted in the Action against Defendants have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendants have raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendants through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and each of them, and Defendants, by and through their

undersigned counsel that, subject to final approval of the Court, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims will be finally and fully compromised, settled, and released, and the Action will be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action” means *Bertha Greene et al v. Clean Rite Cleaners, LLC et al*, Index No. 820890/2025E, pending in the Supreme Court of the State of New York, County of Bronx.

1.2 “Approved Claim” means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.3 “Claim Form” means the document to be submitted by each Settlement Class Member seeking a cash payment pursuant to this Settlement Agreement. The Claim Form will be available online at the Settlement Website (defined at Paragraph 1.33 below) and the contents of the Claim Form will be substantially in the form attached hereto as **Exhibit A**, approved by the Court.

1.4 “Claimant” means a Settlement Class Member who submits a claim for cash payment as described in Section 2 of this Settlement Agreement.

1.5 “Claims Deadline” means the date by which all Claim Forms must be postmarked or received to be considered timely and will be set as a date no later than sixty (60) days from the Notice Date, subject to the Court’s approval. The Claims Deadline will be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.6 “Class Counsel” means the law firm of Bursor & Fisher, P.A.

1.7 “Class Notice” means the Court-approved “Notice of Class Action Settlement.”

1.8 “Class Representatives” mean the named Plaintiffs in this Action, Bertha Greene, Renee Singleton, and Dayaira Cedano.

1.9 “Court” means the Supreme Court of the State of New York, County of Bronx.

1.10 “Defendants” means Clean Rite Centers, LLC and Laundromax New England, LLC.

1.11 “Defendants’ Counsel” means the law firm of Paduano & Weintraub, LLP.

1.12 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses and costs awarded by the Court to Class Counsel of up to \$500,000, which will be paid by Defendants pursuant to the terms set forth herein.

1.13 “Final Settlement Approval Date” means 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*.

1.14 “Laundry Cards” means reloadable cash cards designed for use with laundry machines and laundry and other products that are provided by Defendants.

1.15 “Notice Plan” means the Settlement Administrator’s plan to disseminate Class Notice to Settlement Class Members. The Notice Plan will include a long form notice that will be available on the Settlement Website, an internet banner notice, and in-store signage in the form agreed by the Parties at **Exhibit B** and approved by the Court. *See also* Paragraph 4.

1.16 “Notice and Other Administrative Costs” means all costs and expenses actually incurred by the Settlement Administrator in the establishment of the Settlement Website, the processing, handling, reviewing, and paying of claims made by Claimants, paying taxes and tax expenses related to the Settlement Fund (including all federal, state, or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.17 “Notice Date” means the date of publication of notice pursuant to Paragraph 4 of this Agreement.

1.18 “Objection/Exclusion Deadline” means the date 60 days after the Notice Date, as approved by the Court as the deadline for Settlement Class Members to submit objections and requests for exclusion.

1.19 “Person” will mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors,

successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.20 “Preliminary Approval” means the Court’s entry of an order preliminarily approving the terms and conditions of this Settlement Agreement, including the manner of providing, and content of, the notice to Settlement Class Members.

1.21 “Preliminary Approval Date” means the date on which the Court enters an order granting Preliminary Approval.

1.22 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

1.23 “Processing and Handling Fees” means any fees levied in connection with recovering unused funds on a Laundry Card.

1.24 “Released Claims” means the claims released pursuant to Paragraph 6.1 of this Agreement.

1.25 “Released Parties” means Clean Rite Centers, LLC and Laundromax New England, LLC, as well as any and all of their respective present, past or future heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates and related entities, representatives, employers, agents, consultants, independent contractors, insurers, and customers, including without limitation employees of the foregoing, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and

companies, firms, trusts, and corporations, including without limitation all owners of Clean Rite and Laundromax stores throughout the United States.

1.26 “Releasing Parties” means Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present, past or future agents, representatives, heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, attorneys, successors in interest, assigns and companies, firms, trusts, and corporations.

1.27 “Service Awards” means any award approved by the Court that is payable to the Plaintiffs by the Defendants pursuant to the terms set forth herein.

1.28 “Settlement Administrator” means a reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the duties set forth in this Agreement.

1.29 “Settlement Approval Order and Final Judgment” means an order and judgment issued and entered by the Court, approving the Settlement Agreement as binding upon the Parties and the Settlement Class Members, dismissing the Action with prejudice, and setting the amount for an award of attorneys’ fees, costs, and expenses to Class Counsel by the Court, and the amount of Service Awards to Plaintiffs by the Court. The Settlement Approval Order and Final Judgment will constitute a final judgment of dismissal of the Action with prejudice.

1.30 “Settlement Class Members” or “Settlement Class” means:

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.

1.31 "Settlement Class Period" means the period of time from March 29, 2018 to and through the date of Preliminary Approval.

1.32 "Settlement Fund" means the total cash commitment of Defendants of up to \$1,250,000 for purposes of this settlement, as described in Paragraph 2 of this Settlement Agreement, which shall be the maximum amount of money that Defendants shall be obligated to pay for the benefit of the Settlement Class, **inclusive** of all Approved Claims, all Settlement Administration Costs, any Fee Award and Service Awards, and any other costs, expenses, and fees associated with the Settlement pursuant to the terms set forth in this Agreement. Any monies from the Settlement Fund not paid in Approved Claims, all Settlement Administration Costs, any Fee Award and Service Awards, and any other costs, expenses, and fees associated with the Settlement pursuant to the terms set forth in this Agreement shall be retained by Defendants.

1.33 "Settlement Website" means a website to be created, established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced in Paragraph 4.2(d), below.

1.34 “In-Store Signage” means the Court-approved form of signage to be posted in all of Defendants’ stores, providing notice to Settlement Class Members, pursuant to the Notice Plan.

1.35 “Unknown Claims” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object, or not to object to the Settlement. Upon the Final Settlement Approval Date, the Releasing Parties will be deemed to have, and will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Final Settlement Approval Date, the Releasing Parties also will be deemed to have, and will have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. SETTLEMENT RELIEF.

2.1 Settlement Fund

(a) Defendants will pay the following up to a maximum total of \$1,250,000:

(i) Approved Claims for cash benefits submitted by Settlement Class Members pursuant to Paragraph 2.3 below; (ii) the Notice and Other Administrative Costs actually incurred by the Settlement Administrator as described in Paragraph 4.3 below; (iii) the Fee Award, as described in Paragraph 3.1 below; and (iv) any Service Award to the Plaintiffs, not to exceed \$5,000 each, as may be ordered by the Court and as described in Paragraph 3.3 below. For the avoidance of doubt, Defendants will not pay more than \$1,250,000 for all of the above in full settlement and for the full release of all claims as detailed herein.

2.2 Schedule of Payments into Settlement Fund. Defendants will make payments in accordance with the following schedule:

(a) *Notice and Other Administrative Costs.* Amounts for the Notice and Other Administrative Costs, to be paid within sixty (60) days of when such amounts are invoiced to Defendants and become due and owing.

(b) *Fee Award.* An amount equal to the Fee Award to be paid as described at Paragraph 3.1, below.

(c) *Service Awards.* An amount equal to Plaintiffs' Service Awards as ordered by the Court, to be paid as described at Paragraph 3.3, below.

(d) *Payment of Valid Cash Claims.* An amount up to \$1,250,000, in accordance with paragraph 2.6 below, minus the sum of (i) the payments for Notice and Other Administrative Costs, (ii) the Fee Awards paid by Defendants, and (iii) any Service Awards paid by Defendants, which amount is to be paid sixty (60) days after the Claims Deadline or the Final Settlement Approval Date, whichever is later.

2.3 Claims Process. Each Settlement Class Member will be entitled to submit a claim for cash payment, consistent with this Paragraph and as determined by the Court.

(a) *Cash Payment.* Each Settlement Class Member may file a claim that will, if valid, entitle him or her to a cash payment. **Group A Settlement Class Members** may submit a claim for \$3 per Laundry Card, plus the remaining balance on the Laundry Card up to \$5.00 (for a total of up to \$8.00 for each Laundry Card per Settlement Class Member), provided they mail the Laundry Card to the Settlement Administrator in connection with their claim, subject to pro rata reduction in the event the number of claims exceeds the Settlement Sum. Settlement Class Members who did not purchase a Laundry Card – *i.e.*, because it was part of a giveaway or some other promotion (which generally is indicated by a hole punched in the card) – shall not be entitled to receive \$3.00 for returning a Laundry Card, but shall be entitled to receive any remaining balance on each Laundry Card up to \$5.00. **Group B Settlement Class Members** may each submit one claim for \$2.00, provided they (a) sign a Declaration under penalty of perjury that they purchased and/or reloaded a Laundry Card during the Class Period, and (b) submit to the Settlement Administrator some proof that they purchased and/or reloaded a Laundry Card per Section 2.4, subject to pro rata reduction in the event the number of claims exceeds the Settlement Sum.

(b) *Method of Payment.* Each Settlement Class Member may choose to receive his or her cash payment via check, Venmo, or PayPal. Payment by check will be the default payment method in the event that a Settlement Class Members fails to indicate a preferred method of payment.

(c) *Cash Payment from Fund.* 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.

(d) *Pro Rata Adjustment.* If the total value of all Approved Claims exceeds the funds available for distribution to Class Members, then the amounts of the cash payments will be reduced *pro rata* as necessary.

2.4 Proof of Claim. A claim for each Laundry Card held, submitted on a single Claim Form, may be submitted by each Group A Settlement Class Member, provided they mail the Laundry Card(s) to the Settlement Administrator in connection with their claim. A maximum of one claim, submitted on a single Claim Form, may be submitted by a Claimant who does not mail in a Laundry Card to the Settlement Administrator. A Group B Settlement Class Member who does not mail in a Laundry Card must include information in the Claim Form – completed online or in hard copy mailed to the Settlement Administrator – confirming, under penalty of perjury, that they purchased and/or reloaded a Laundry Card during the Class Period, and some proof that they purchased and/or reloaded a Laundry Card (*e.g.*, a bank or credit card statement showing purchase of a Laundry Card (or refilling a Laundry Card)).

2.5 Review of Claims. The Settlement Administrator will be responsible for reviewing all claims to determine their validity. The Settlement Administrator will reject all claims that do not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 1.30, 2.3 and 2.4, above, or are submitted after the Claims Deadline.

2.6 Ceiling of Claims. Defendants will pay to the Settlement Administrator on account of Approved Claims an amount equal to the total of valid claims which are timely submitted up to \$1,250,000 minus administrative costs, the Fee Award and Service Awards to Plaintiffs, which payment shall be made within sixty (60) business days after the Claims Deadline or the Final Settlement Approval Date, whichever is later.

2.7 Cash Benefit – Uncleared Checks. Those Settlement Class Members whose cash benefit checks are not cleared within one hundred eighty (180) days after issuance will be

ineligible to receive a cash settlement benefit and Defendants will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class Members. Unpaid funds from uncleared checks (“Unpaid Funds”) will in no event revert back to Defendants. Any Unpaid Funds remaining after administration of the Settlement Agreement will be paid as *cy pres* to The Legal Aid Society, a non-sectarian, not-for-profit *pro bono* legal organization, or another non-sectarian, not-for-profit organization(s) recommended by the Parties and approved by the Court.

3. CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF COSTS AND EXPENSES; SERVICE AWARDS.

3.1 Class Counsel may receive, subject to Court approval, attorneys’ fees, costs, and expenses not to exceed \$500,000. Class Counsel will petition the Court for an award of such attorneys’ fees, costs, and expenses.

3.2 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, subject to Class Counsel executing the Undertaking Regarding Attorneys’ Fees and Costs (the “Undertaking”) attached hereto as **Exhibit D**, and providing all payment routing information and tax I.D. numbers for Bursor & Fisher, P.A. Payment of the Fee Award will be made by wire transfer to Bursor & Fisher, P.A., for distribution to and among counsel for Plaintiffs and the Settlement Class, in accordance with wire instructions to be provided by Bursor & Fisher, P.A., and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Settlement Approval Order and Final Judgment is reversed or rendered void as a result of an appeal(s) then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this subparagraph, and shall return funds to the Defendants. Additionally, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement

Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within 14 days of such an occurrence.

3.3 Subject to Court approval, the Plaintiffs may be paid Service Awards by the Defendants, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class, in the amount of five thousand dollars (\$5,000.00) each. Such awards will be paid by Defendants (in the form of checks to the Class Representatives that are sent care of Class Counsel) within thirty (30) business days after the Final Settlement Approval Date.

4. NOTICE TO THE CLASS AND ADMINISTRATION OF SETTLEMENT.

4.1 Class Notice. The Class Notice will conform to all applicable requirements of the Civil Practice Law and Rules (“CPLR”), the United States and New York Constitutions (including the Due Process Clauses), and any other applicable law, and will otherwise be in the manner and form approved by the Court.

4.2 Notice Terms. The Class Notice shall consist of the following:

(a) Settlement Website. Within thirty (30) days from entry of the Preliminary Approval Order, Notice will be provided on a website, at an available settlement URL (such as, for example, www.LaundromaxCardSettlement.com), which will be obtained, created, administered, and maintained by the Settlement Administrator and will include the ability to file Claim Forms online, provided that such Claim Forms, if signed electronically, will be binding for purposes of applicable law and contain a statement to that effect. The Notice provided on the Settlement Website will be substantially in the form of **Exhibit C** hereto, as approved by the Court.

(b) Publication Notice. Within thirty (30) days from the entry of the Preliminary Approval Order, 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 in the agreed form of **Exhibit B**, designed to achieve no less than 75% reach. For the avoidance of doubt, the costs incurred by Defendants in placing the in-store postings and signage shall not count towards the Settlement Cap. The final notice advertisements, and the overall publication notice program to be used, shall be subject to the final approval of Defendants, which approval shall not be unreasonably withheld.

4.3 Responsibilities of Settlement Administrator. The Parties will retain one or more Settlement Administrators (including subcontractors) to help implement the terms of the Settlement Agreement. The Settlement Administrator(s) will be responsible for administrative tasks, including, without limitation, (a) arranging, as set forth in the Notice Plan, for distribution of Class Notice (in the form approved by the Court) and Claim Forms (in a form approved by the Court) to Settlement Class Members, (b) answering inquiries from Settlement Class Members and/or forwarding such written inquiries to Class Counsel or their designee, (c) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion to the settlement, (d) creating and maintaining the Settlement Website that posts notices, Claim Forms, and other related documents by the Notice Date, (e) receiving and reviewing claims for validity; (f) processing claims and distributing payments to Settlement Class Members with valid claims, and (g) otherwise assisting with implementation and administration of the Settlement Agreement terms.

4.6 Performance Standards of Settlement Administrator. The contract with the Settlement Administrator will obligate the Settlement Administrator to abide by the following performance standards:

(a) The Settlement Administrator will accurately and neutrally describe and apply, and will train and instruct its employees and agents to accurately and objectively describe and apply, the provisions of this Agreement in communications with Settlement Class Members;

(b) The Settlement Administrator will provide prompt, accurate, and objective responses to inquiries from Class Counsel and Defendants' Counsel and will periodically report on claims, objectors, etc.

(c) The Settlement Administrator will seek clarification, instruction, or authorization for performance of its duties and expenditure or disposition of cash from Class Counsel and Defendants' Counsel who will consult in good faith to reach agreement.

Disbursements by the Settlement Administrator of more than \$ 5,000 will require agreement by Class Counsel and Defendants' Counsel.

5. CLASS SETTLEMENT PROCEDURES.

5.1 Exclusions and Objections. The Class Notice will advise all Settlement Class Members of their rights to be excluded from the Settlement or to object to the Settlement.

(a) Any person who falls within the definition of the Settlement Class but wishes to be excluded from the Settlement may do so by timely mailing a valid opt-out notice, as described in the Class Notice. Any person who is excluded from the Settlement will not be bound by this Settlement Agreement, will not be eligible to make a claim for any benefit under the terms of this Settlement Agreement, and will not be permitted to object to the Settlement or to intervene in the Action. Class Counsel will prepare or cause the Settlement Administrator to prepare a list of the persons who have excluded themselves in a valid and timely manner from the Settlement Class (the "Opt-Outs"), and Class Counsel will file that list with the Court. If there are more than 10,000 objectors on that list, Defendants will have ten (10) days to terminate the Settlement Agreement.

(b) Any person who is a Settlement Class Member and who wishes to object to the agreement must timely serve a written objection on Defense Counsel and Class Counsel by the date specified in the Notice. The objection must contain a caption or title that identifies it as “Objection to Class Settlement in *Bertha Greene et al v. Clean Rite Cleaners, LLC et al.*,” contact and address information for the objecting Settlement Class Member, documents sufficient to establish the person’s standing as a Settlement Class Member, including, but not limited to, a statement indicating the address of the laundromat in which the person purchased and/or reloaded a Clean Rite or Laundromax Laundry Card, and proof of Clean Rite or Laundromax Laundry Card purchase and/or reloading, the facts supporting the objection, the legal grounds on which the objection is based, including all citations to legal authority and evidence supporting the objection, and the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the “Objecting Attorneys”), and the objector’s signature. If an objecting person chooses to appear before the Court, a notice of intention to appear must be filed with the Court no later than the Objection/Exclusion Deadline.

(c) If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

5.2 Stay of the Action. The Parties will request that the Court, in connection with Preliminary Approval, issue an immediate stay of the Action.

5.3 Effect If Settlement Not Approved. This Settlement Agreement was entered into only for purposes of settlement, subject to and without waiver of the Parties' respective rights. If the Court fails to enter the order granting Preliminary Approval or fails to grant final approval, or if the Final Settlement Approval Date does not occur, Class Counsel and Defendants' Counsel will endeavor, consistent with the Settlement Agreement, to cure any defect identified by the Court; provided, however, that Defendants will not be obligated to accept such cure if it increases the cost or burden of the Settlement Agreement to Defendants or any of the other Released Parties. In the event that the Settlement Agreement is terminated for any reason, final approval does not occur for any reason, or the Final Settlement Approval Date does not occur, then no term or condition of the Settlement Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions will have any effect, nor will any such matter be admissible in evidence for any purpose in the Action, or in any other proceeding, and the Parties will be restored to their respective positions immediately preceding execution of this Settlement Agreement. If the Settlement Approval Order and Final Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, then within thirty (30) days, Class Counsel will return to Defendants all attorneys' fees, costs, and other payments received by Class Counsel under the Settlement Agreement, as set forth in Paragraph 3.2 above. The Parties agree that all drafts, discussions, negotiations, documentation, or other information prepared in relation to the Settlement Agreement and the Parties' settlement discussions will be treated as strictly confidential and may not be disclosed to any person other than the Parties' counsel, and only for purposes of the Action. Defendants' rights and defenses with respect to class certification and Plaintiffs' claims expressly are reserved and preserved.

5.4 Execution. The Settlement Agreement will have no effect unless and until this Settlement Agreement is fully executed by all Parties.

6. RELEASES.

6.1 Release by Settlement Class Members. Effective as of the Final Settlement Approval Date, each and all of the Releasing Parties as defined above will release and forever discharge and will be forever barred from asserting, instituting, or maintaining against any or all of the Released Parties, any and all legal, equitable or other claims, counterclaims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, sums of money, reckonings, bonds, bills, specialties, covenants, promises, variances, trespasses, damages, extents, executions, judgments, findings, controversies and disputes, and any past, present or future duties, responsibilities, liabilities or obligations, from the beginning of the world to the date of Final Settlement Approval Date, which are known or unknown, and arise out of, or which may, can, or shall arise out of, or which have or ever had arisen out of, or which could have arisen out of the matters or facts alleged or at issue in the Action, the Greene Federal Case or the Singleton Federal Case.

6.2 Effectuation of Settlement. None of the above releases include releases of claims to enforce the terms of the Settlement Agreement or affect the rights granted by the Settlement Agreement.

6.3 No Admission of Liability. This Settlement Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties, and neither this Settlement Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Settlement Agreement, are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, defense, or of any point of fact or law on the part of any party. Defendants deny the material allegations

of the complaint filed in this Action. Neither this Settlement Agreement, nor the fact of settlement, nor the settlement proceedings, nor the settlement negotiations, nor any related document, will be used as an admission of any fault or omission by any or all of the Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing or liability by any or all of the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Settlement Agreement.

7. PRELIMINARY APPROVAL ORDER AND SETTLEMENT APPROVAL ORDER AND FINAL JUDGMENT.

7.1 Promptly after the execution of this Settlement Agreement, Class Counsel will submit this Agreement together with its Exhibit(s) to the Court and will move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order will approve the Notice Plan. The Preliminary Approval Order will also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Defendants.

7.2 At the time of the submission of this Agreement to the Court as described above, the Court shall retain discretion to schedule a Final Approval hearing in the event any member of the Class files an objection and request to be heard. 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 60-day period to file objections, the Order granting Preliminary Approval 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 requested service award to the Plaintiff, (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 (40%) of the Settlement.

8. MISCELLANEOUS PROVISIONS.

8.1 Change of Time Periods. The time periods and/or dates described in this Settlement Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Class Counsel and Defendants' Counsel, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Settlement Agreement.

8.2 Time for Compliance. If the date for performance of any act required by or under this Settlement Agreement falls on a Saturday, Sunday, or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Settlement Agreement.

8.3 Governing Law. This Settlement Agreement will be governed by the laws of the State of New York, without reference to any choice of law or conflict of law provision.

8.4 Entire Agreement. The terms and conditions set forth in this Settlement Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Settlement Agreement, superseding all previous negotiations

and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Settlement Agreement constitutes the complete and exclusive statement of its terms as between the Parties, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this Settlement Agreement. Any modification of the Settlement Agreement must be in writing signed by Class Counsel and Defendants' Counsel.

8.5 Advice of Counsel. The determination of the terms and the drafting of this Settlement Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel.

8.6 Binding Agreement. This Settlement Agreement will be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the Parties, the Settlement Class Members and other Released Parties.

8.7 No Waiver. The waiver by any party of any provision or breach of this Settlement Agreement will not be deemed a waiver of any other provision or breach of this Settlement Agreement.

8.8 Execution in Counterparts. This Settlement Agreement will become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts will have the same force and effect as if all parties had signed the same instrument. The parties further agree that signatures provided by portable document format (PDF) or other electronic transmission will have the same force and effect as original signatures.


8.9 Enforcement of this Settlement Agreement. The Court will retain jurisdiction, and will have exclusive jurisdiction, to enforce, interpret, and implement this Settlement Agreement and the terms of any order entered pursuant to this Settlement Agreement.

8.10 Notices. All notices to the Parties or counsel required by this Settlement Agreement will be made in writing and communicated by email and mail to the following addresses: Philip L. Fraietta, Bursor & Fisher, P.A., 50 Main Street, Suite 475, White Plains, NY 10606, pfraietta@bursor.com; Leonard Weintraub and Katherine B. Harrison, Paduano & Weintraub, LLP, 1251 Avenue of the Americas, 9th Floor, New York, NY 10020, lw@pwlawyers.com and kh@pwlawyers.com.

IT IS SO AGREED TO BY THE PARTIES:

Dated: Dec 16, 2025, 2025

BERTHA GREENE

By:  _____
Individually and as representative of the Class

Dated: _____, 2025

RENEE SINGLETON

By: _____
Individually and as representative of the Class

Dated: _____, 2025

DAYAIRA CEDANO

By: _____
Individually and as representative of the Class

Dated: _____, 2025

CLEAN RITE CENTERS, LLC

By: _____

Name: _____

Title: _____

Dated: _____, 2025

LAUNDROMAX NEW ENGLAND, LLC

By: _____

Name: _____

Title: _____

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IT IS SO AGREED TO BY THE PARTIES:

Dated: _____, 2025

BERTHA GREENE

By: _____
Individually and as representative of the Class

Dated: Dec 16, 2025
_____, 2025

RENEE SINGLETON

By: *Renee Singleton*
Renee Singleton (Dec 16, 2025 15:13:25 EST)
Individually and as representative of the Class

Dated: _____, 2025

DAYAIRA CEDANO

By: _____
Individually and as representative of the Class

Dated: _____, 2025

CLEAN RITE CENTERS, LLC

By: _____

Name: _____

Title: _____

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IT IS SO AGREED TO BY THE PARTIES:

Dated: _____, 2025

BERTHA GREENE

By: _____
Individually and as representative of the Class


Dated: _____, 2025

RENEE SINGLETON

By: _____
Individually and as representative of the Class

Dated: Dec 16, 2025
_____, 2025

DAYAIRA CEDANO

By: 
Dayaira Cedano (Dec 16, 2025 14:12:02 EST)
Individually and as representative of the Class

Dated: _____, 2025

CLEAN RITE CENTERS, LLC

By: _____

Name: _____

Title: _____

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IT IS SO AGREED TO BY THE PARTIES:

Dated: _____, 2025

BERTHA GREENE

By: _____
Individually and as representative of the Class

Dated: _____, 2025

RENEE SINGLETON

By: _____
Individually and as representative of the Class

Dated: _____, 2025

DAYAIRA CEDANO

By: _____
Individually and as representative of the Class

Dated: December 15, 2025

CLEAN RITE CENTERS, LLC

By: 

Name: Ryan Marub

Title: Vice President

Dated: December 15, 2025

LAUNDROMAX NEW ENGLAND, LLC

By: 

Name: Ryan Marcus

Title: Vice President

IT IS SO STIPULATED BY COUNSEL:

Dated: December 16, 2025

BURSOR & FISHER, PA

By: 

Philip L. Fraietta
50 Main Street, Suite 475
White Plains, NY 10606
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E-Mail: jdiamond@bursor.com

Attorneys for Plaintiffs and the Settlement Class

Dated: _____, 2025

PADUANO & WEINTRAUB LLP

By: _____

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lw@pwlawyers.com
Katherine Harrison
kh@pwlawyers.com
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*Attorneys for Defendants Clean Rite Centers, LLC
and Laundromax New England, LLC*

IT IS SO STIPULATED BY COUNSEL:

Dated: _____, 2025

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E-Mail: jdiamond@bursor.com

Attorneys for Plaintiffs and the Settlement Class

Dated: December 15, 2025

PADUANO & WEINTRAUB LLP

By:  _____

Leonard Weintraub
lw@pwlawyers.com
Katherine Harrison
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PADUANO & WEINTRAUB LLP
1251 Avenue of the Americas, 9th Floor
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*Attorneys for Defendants Clean Rite Centers, LLC
and Laundromax New England, LLC*