

Dannenfelser v Tourneau, LLC
2026 NY Slip Op 30909(U)
February 27, 2026
Supreme Court, New York County
Docket Number: Index No. 654941/2017
Judge: Dana M. Catanzaro
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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. DANA M. CATANZARO

PART 37

Justice

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DANIELLE DANNENFELSER, individually and on behalf of
all other persons similarly situated,

Plaintiff,

INDEX NO. 654941/2017

MOTION DATE 08/05/2025

MOTION SEQ. NO. 002

- v -

TOURNEAU, LLC, and/or any other entities affiliated with or
controlled by TOURNEAU, LLC,

Defendant.

**DECISION + ORDER ON
MOTION**

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The following e-filed documents, listed by NYSCEF document number (Motion 002) 48, 49, 50, 51, 52,
53

were read on this motion to/for ORDER MAINTAIN CLASS ACTION.

Upon the foregoing documents, it is hereby ORDERED that plaintiff’s unopposed motion for preliminary approval of the Settlement Agreement and Release, certification of the class for settlement purposes, appointment of plaintiff Danielle Dannenfelsler as the class representative; appointment of plaintiff’s counsel as class counsel, approval of the class notice and claims form, and the scheduling of a fairness hearing is granted.

Preliminary Approval of Settlement

1. Based upon the Court’s review of named plaintiffs unopposed motion for preliminary approval of settlement, the affirmation and the memorandum of law in support of Justin M. Reilly, Esq., and the exhibits attached thereto, the Court grants preliminary approval of the settlement memorialized in the Settlement Agreement and Release (“Settlement”), attached as Exhibit A, to the Reilly affirmation.

2. The Court concludes that the proposed Agreement is within the range of possible settlement approval, such that notice of the Class is appropriate.

3. The Court finds that the Agreement is the result of extensive, arm's length negotiations by counsel well-versed in the prosecution of wage and hour class actions, and that the proposed settlement has no obvious deficiencies.

Conditional Certification of the Proposed Settlement Class

4. The Court finds that this action satisfies all the prerequisites of CPLR 901, and that the consideration of CPLR 902 factors support certification for purposes of settlement.

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

Named plaintiff and all sales professionals employed by defendant at either Roosevelt Field or the Walt Whitman Mall at any time between July 20, 2011 and March 8, 2021.

Appointment of Named Plaintiff's Counsel as Class Counsel

6. The Court appoints The NHG Law Group, P.C., as Class Counsel because they did substantial work identifying, investigating, litigating, and settling named plaintiff's and the class members' claims, have years of experience prosecuting and settling wage and hour class actions, and are well-versed in wage and hour law and in class action law.

7. The work that The NHG Law Group, P.C. has performed both in litigating and settling this case demonstrates their commitment to the class and to representing the class's interest.

8. The Court appoints named plaintiff Danielle Dannenfels as the class representative.

Class Notice and Claims Form

9. The Court approves the class notice method provided in the Settlement Agreement.

10. The Court approves the proposed named plaintiff's Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing ("Class Notice") and Claim Form, attached as Exhibit B to the Reilly affirmation, and directs its distribution to the Class by mail as set forth in the Settlement Agreement, as described in Paragraph 2.5 of the Settlement Agreement.

11. CPLR 908 requires that "[n]otice of the proposed ... compromise [of a class action] shall be given to members of the class in such manner as the court directs."

12. The contents of the Class Notice fully comply with due process the Class Notice describes the terms of the settlement explains how class members can participate in the settlement and how class members can object or opt-out, informs the class about the allocation of attorneys' fees and costs and provides specific information regarding the date, time, and place of the final approval hearing.

Class Action Settlement Procedure

13. The Court hereby adopts the following settlement procedure:
- a. Defendant shall fund the settlement as follows: (i) One-Third of the Gross Settlement Fund (less the amount already paid to the Settlement Claims Administrator pursuant to Section 2.3 of the Settlement Agreement) shall be paid by defendant into a QSF set up by the Settlement Claims Administrator within sixty (60) days after preliminary approval is granted; (ii) an additional amount such that after this second installment a total of two-thirds of the Net Settlement Amount will have been paid shall be paid by defendant to the QSF thirty (30) days before the scheduled date for the Fairness Hearing; and (iii) the remaining monies due to satisfy the Net

Settlement Amount shall be paid by defendant to the QSF within ten (10) business days after final approval is granted;

- b. Within fourteen (14) days of entry of this Order, defendant will provide both Class Counsel and the Settlement Claims Administrator with a list, in electronic form with the names, dates of employment and last known addresses of named plaintiff and all Class Members (the “Class List”);
- c. The Settlement Claims Administrator shall mail, via First Class United States mail, postage prepaid, the Notice to Class Members within 24 days after the entry of this Order;
- d. Class Members will have 60 days from the date the Class Notice and Claims Form is initially mailed to file a Claims Form, opt out of or object to the settlement (“Notice Period”). To be effective, the Claims Form, objection or opt-out must be received by the Settlement Claims Administrator within 60 days of the initial mailing of the Class Notice and Claims Form;
- e. Plaintiff shall file a Motion for Final Approval of Settlement no later than five (5) calendar days before the Fairness Hearing;
- f. The Court will hold a final Fairness Hearing on July 14, 2026 at 9:30 a.m., (which date is approximately 120 days after the date of this Order) at the Supreme Court of the State of New York, County of New York, located at 111 Centre St., New York, NY;
- g. If the Court grants plaintiff’s Motion for Final Approval of the Settlement, the Court will issue an Order Granting Final Approval. If no party appeals the Court’s Order Granting Final Approval, the “Final Effective Date” of

the settlement will be thirty (30) days after the Court enters its Order Granting Final Approval and the expiration of any appeal period;

- h. If there is an appeal the latest of the following, if applicable, becomes the Final Effective Date: (1) any appeal from the Final Approval Order has been finally dismissed; (2) the Final Approval Order has been affirmed on appeal in a form substantially identical to the form of the Final Approval Order entered by the Court; (3) the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; and (4) if a petition for review of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Final Approval Order in a form entered by the Court;
- i. The Settlement Claims Administrator will pay the Class Members who timely file a Claims Form and who do not opt out, individual settlement payments within thirty (30) days after the Final Effective Date;
- j. The Settlement Claims Administrator will pay the Court-approved service payment to plaintiff within thirty (30) days after the Final Effective Date;
- k. The Settlement Claims Administrator will pay Class Counsel its Court-approved attorneys' fees and expenses within thirty (30) days after the Final Effective Date;
- l. The Settlement Claims Administrator shall recover its agreed upon fees from the Settlement Amount. If the Settlement Agreement is not finally approved, any fees and expenses of the Settlement Claims Administrator

already spent on funds attributable to labor and/or expenses incurred but not yet paid shall be paid out of the QSF; and

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

This constitutes the decision and order of this Court.



DANA M. CATANZARO, J.S.C.

2/27/2026
DATE

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE