

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

JACQUELINE SKOLNICK, ASHLEY
DIXON, CANDICE FACON, BENJAMIN
KASHVILI, YOUN LEE, JILLIAN
MALONEY, individually and on behalf of
all others similarly situated,
Plaintiffs,

Index No. 706879/2024

Sequence No. 2

v.

M&D CAPITAL PREMIER BILLING, LLC
and ISLAND AMBULATORY SURGERY
CENTER LLC,

Defendants.



**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs, individually, and on behalf of the Settlement Class, and Defendants have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement:

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Agreement.
2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class members.

3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by Defendants or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendants. Defendants shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

All individuals whose Private Information was compromised during the Data Incident

5. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendants; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; ; (d) counsel for the Parties, any member of their respective staffs who worked directly on the Action, and any member of their immediate families; (e) any entity in which any of the Defendants have a controlling interest; and (f) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendants to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range

of reasonableness of the settlement in light of all the attendant risks of litigation.

7. The Court finds that, for purposes of settlement: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; the Plaintiffs are adequate representatives for the Settlement Class, and has retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Jeff Ostrow of Kopelowitz Ostrow P.A.; Mariya Weeks of Milberg Coleman Bryson Phillips Grossman PLLC; Raina Borrelli of Strauss Borelli PLLC; Jean Martin of Morgan & Morgan P.A., and Jen Czeisler of Sterlington PLLC.

9. The Parties have selected Epiq Class Action & Claims Solutions, Inc. to serve as the Settlement Administrator. The Court hereby approves of and appoints Epiq and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the Notice provided to Settlement Class members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action and of their right to object or to exclude themselves from

the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class members entitled to receive notice.

11. The Court has carefully reviewed and hereby approves the Notice as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice be sent to the Settlement Class in the manner outlined in the Agreement.

12. Settlement Class members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the end of the Opt-Out Period (60 days before the original date of the Final Approval Hearing). The process to opt-out is set forth in the Agreement and in the Notice. Settlement Class members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and Judgment approving the Settlement.

13. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and final judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

14. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Award shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all

grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award, and whether they will appear at the Final Approval Hearing; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (h) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

15. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Award must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period (60 days before the

original date of the Final Approval Hearing), as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

16. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class member who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement on February 11, 2026, at 10:30 a.m./~~p.m.~~. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Queens County Supreme Court, 88-11 Sutphin Blvd, Jamaica, NY 11435, or by video conference. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Awards to the Class Representatives. The Final

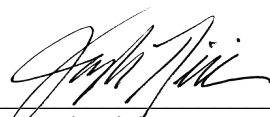
Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class members other than on the Settlement Website and the Court's docket.

18. The Court confirms the following schedule (which the court, upon showing of good cause by the Parties, may extend any of the deadlines):

Deadline to commence Notice Program	Within 30 days of Preliminary Approval Order
Deadline to complete Notice Program	At least 60 days before the original date of Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	45 days before the original date of Final Approval Hearing
Opt-out Period Ends	60 days before the original date of Final Approval Hearing
Objection Period Ends	60 days before the original date of Final Approval Hearing
Claim Form Deadline	15 days before the original date of the Final Approval Hearing
Final Approval Hearing	February 11, 2026 at 10:30 a.m.

19. The Court stays all proceedings in this Action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement.

DONE AND ORDERED in chambers at the Queens County Supreme Court on this 8th day of October, 2025.



Hon. Joseph Risi, A.J.S.C.

Copies furnished to:
All Counsel of Record

