

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

PRESENT: Honorable Denise L. Sher
Supreme Court Justice

Trial/IAS Part 24
Nassau County

NINA BAUM, MICHAEL KAKISH,
ALEXANDRA AULI, JOHN NIESSING,
NATASHA WAITERS, DAWN
FITZSIMONS, and KAREN PARPOUNAS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

LONG ISLAND PLASTIC SURGICAL
GROUP P.C.,

Defendant.

Index No. 618453/2024

Motion Seq. No. 01
Motion Date: 11/21/2025

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

This matter came before the Court on Plaintiffs Unopposed Motion for Preliminary Approval of Class Settlement Agreement. Plaintiffs Nina Baum, Michael Kakish, Alexandra Auli, John Niessing, Natasha Waiters, Dawn Fitzsimons, and Karen Parpounas, (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the proposed Settlement Class, and Defendant Long Island Plastic Surgical Group, P.C. (“LIPSG” or “Defendant”), have entered into a Settlement Agreement (the “Settlement Agreement”).

Having reviewed the motion, the Settlement Agreement,¹ and all exhibits attached thereto, and the record in this case, and for good cause shown:

¹ Unless otherwise indicated, capitalized terms used in this Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as in the Settlement Agreement.

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 901(a)(1)-(5) and 902, the Court preliminarily certifies the Settlement Class in this matter defined as follows:

All living individuals in the United States whose Personal Information was exposed during the Cybersecurity Incident suffered by Long Island Plastic Surgical Group, P.C., on or about January 4, 2024.

Excluded from the Settlement Class are the judges presiding over this Action and members of their direct families, and Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

The Court preliminarily finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable; (2) there are questions of law or fact common to the Settlement Class which predominate over any questions affecting only individual Settlement class members; (3) the claims or defenses of the Settlement Class Representatives are typical of the claims or defenses of the Settlement Class; (4) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class; (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The Court preliminarily finds that the Settlement is supported by the N.Y. C.P.L.R. Ch. 8, Art. 9, § 902 factors and the *Colt* factors. The Court preliminarily finds that the Settlement fair, reasonable, adequate, and in the best interests of the class.

2. **Settlement Class Representatives and Settlement Class Counsel.** Nina Baum, Michael Kakish, Alexandra Auli, John Niessing, Natasha Waiters, Dawn Fitzsimons, and Karen Parpounas are hereby preliminarily designated and appointed as the Settlement Class

Representatives. The Court preliminarily finds that the Settlement Class Representatives are similarly situated to absent Settlement Class Members and, therefore, typical of the Class and that they will be adequate Settlement Class Representatives. The Court finds that the following counsel is experienced and adequate counsel and is hereby preliminarily designated as Class Counsel: Milberg Coleman Bryson Phillips Grossman PLLC, Kopelowitz Ostrow PA, Strauss Borrelli PLLC, and Israel David LLC.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class to warrant providing Notice of the Settlement to the Settlement Class and accordingly, is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on June 2, 2026 in the Supreme Court of the State of New York, Nassau County, 100 Supreme Court Drive, Mineola, New York 11501, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 901(a)(1)-(5); (b) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, § 908; (c) the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (except those who have made timely and valid requests for exclusion from the Settlement) should be bound by the Releases set forth in the Settlement

Agreement; and (e) Plaintiffs' Motion for Fee Award and Expenses, and Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints Epiq Class Action Claims & Solutions, Inc. as the Settlement Administrator, with responsibility for the Notice Plan and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. All costs associated with the Notice Plan shall be paid from the Settlement Fund. LIPSG shall disclose the necessary names and mailing addresses to the Settlement Administrator for purposes of the Notice Plan and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. The Settlement Administrator shall maintain any names and mailing addresses obtained from LIPSG in the course of the class notification and claims administration process securely and confidentially and shall use such information solely for purposes of effecting class notice and claims administration under the Settlement Agreement.

7. **Notice.** The proposed Notice Plan set forth in the Settlement Agreement, including the Claim Form, Short Notice, and Long Notice, which are attached to the Settlement Agreement as **Exhibits 1-3**, respectively, satisfy the requirements of N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 904 and 908 and constitute reasonable notice of the Action and Settlement and are hereby approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator and LIPSG are directed to carry out the Notice Plan in conformance with the Settlement Agreement.

Within thirty (30) days from the date of this Order (the "Notice Date"), the Settlement Administrator and LIPSG shall initiate the Notice Plan, which shall be completed in the manner set forth in the Settlement Agreement.

8. **Findings Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described herein and in the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 904 and 908. Specifically, the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. Moreover, the Notice is clear and straightforward: it apprises Settlement Class Members of the pendency of the Action; describes the essential terms of the Settlement; defines the Settlement Class; clearly describes the options available to the Settlement Class and the deadlines for taking action; explains procedures for making claims, objections, or requesting exclusion; provides information that will enable Settlement Class Members to calculate their individual recovery; discloses the Plaintiffs' requested Fee Award and Expenses, Service Awards; describes the date, time, and place of the Final Approval Hearing; and prominently displays the address and phone number of Class Counsel. Finally, direct mailing, combined with publishing on the Settlement Website, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances. The Court concludes that the Notice Plan meets all applicable requirements of law pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 904 and 908.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than thirty (30) days before the initial scheduled Final Approval (the "Opt-Out Deadline"). The written notification must include all of the information required by the Settlement Agreement. The Settlement Administrator shall provide the Court and the Parties'

Counsel with a list identifying each Settlement Class Member who submitted a request for exclusion together with copies of the requests for exclusion and a declaration attesting to the completeness and accuracy thereof, no later than five (5) days after the Opt-Out Deadline.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written request for exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release set forth in the Final Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit timely, valid written requests for exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. **Objections and Appearances.** A Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement and to Plaintiffs' Motion for Fee Award and Expenses, and Service Awards for the Settlement Class Representatives.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (i) filed with the Court or (ii) mailed to the Settlement Administrator and the Parties' Counsel no later 30 days before the initial scheduled Final Approval Hearing. For an objection to be considered by the Court, the Objection must also include all of the information required by the Settlement Agreement.

Any Settlement Class Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Preliminary Approval Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release in the Settlement Agreement, if the Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written Objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, or the requested Fee Award and Expenses, and Service Awards for Settlement Class Representatives.

If the Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, and Plaintiffs' Fee Award and Expenses, and/or Service Awards.

11. **Claims Process and Allocation Plan.** Class Counsel and LIPSG have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for distribution of the Settlement consideration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Long Notice and Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement, but fail to submit a Claim in accordance with the requirements and procedures specified in the Long Notice and the Claim Form, shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against LIPSG of any fault, wrongdoing, breach, liability, or the certifiability of any Class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the

relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Action or in any other Action.

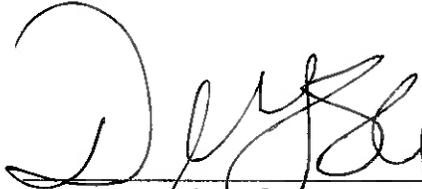
14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

<u>EVENT</u>	<u>DATE</u>
Notice Date	30 days after Preliminary Approval
Deadline for Settlement Class Members to Object to Settlement	30 days before the initial scheduled Final Approval Hearing
Deadline for Settlement Class Members to Opt-Out of Settlement	30 days before the initial scheduled Final Approval Hearing
Deadline for Plaintiffs to File Motion for Final Approval and for Fee Award and Expenses, and Service Awards	45 days prior to Final Approval Hearing
Deadline for Settlement Class Members to Submit Claim Forms (Electronically or Postmarked by Mail)	15 days before the initial scheduled Final Approval Hearing
<u>Final Approval Hearing</u>	No earlier than 120 days after Preliminary Approval Order

IT SO ORDERED THIS 29th DAY OF January


Honorable Denise L. Sher, JSC