

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

ROSE CLARKSON, JUNE MACK,  
VALERIE HICKS, CARRIE DEVERS,  
THERESA CULVER, AMY CAPODICI,  
GEORGEANN ROBERTS, and PAMELA  
SILVER, individually and on behalf of those  
similarly situated,

Plaintiffs,

v.

ONSITE MAMMOGRAPHY, LLC, d/b/a  
ONSITE WOMEN'S HEALTH,

Defendant.

Civil Action No. 3:25-cv-11123-MGM

**CLASS ACTION**

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

**I. Preliminary Statement**

Plaintiffs Rose Clarkson, June Mack, Valerie Hicks, Carrie Devers, Theresa Culver, Amy Capodici, Georgeann Roberts, and Pamela Silver ("Plaintiffs" or "Named Plaintiffs") and Defendant Onsite Mammography, LLC, d/b/a Onsite Women's Health ("Onsite" or "Defendant") (collectively, the "Parties") by and through counsel, submit this Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. Defendant Onsite Mammography, LLC, d/b/a Onsite Women's Health ("Onsite" or "Defendant") does not oppose the Motion.

The Parties agreed to settle this Action on a class-wide basis as set forth in the Settlement Agreement. This will create a Two Million, Five Hundred Twenty-Five Thousand Dollars and No Cents (\$2,525,000.00) non-reversionary common fund that Defendant has agreed to pay or cause to be paid under the terms of the Settlement to benefit the Settlement Class. If approved, the

proposed Settlement will resolve and release all claims asserted in this Action. Plaintiffs submit that the recovery here is commensurate with the result that could have been obtained at trial, which is an excellent result given the inherent risks and expenses of continued litigation. Additionally, it provides substantial relief comparable to or better than other settlements approved in similar data breach cases. Plaintiffs believe the proposed Settlement not only is in the best interests of the Settlement Class and should be approved by the Court but is also an excellent result, especially considering the uncertainties, risks, and delay that continued litigation would bring, which might then result in a smaller recovery or no recovery.

As outlined below, Plaintiffs respectfully request that the Court review and approve the terms of the proposed Settlement as fair and reasonable, and certify the Settlement Class under Fed. R. Civ. P. 23. This request pertains to the claims of Plaintiffs and the Settlement Class arising as a result of a data security incident experienced by Defendant that occurred during October 2024, and was disclosed on or about April 21, 2025 (the “Incident”).

Specifically, Plaintiffs request an order (1) granting preliminary approval of the Settlement; (2) certifying the Class for the purpose of the Settlement pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3); (3) ordering the Settlement Administrator to direct and issue notice to the Class under the terms of the Settlement Agreement; (4) appointing Rose Clarkson, June Mack, Valerie Hicks, Carrie Devers, Theresa Culver, Amy Capodici, Georgeann Roberts, and Pamela Silver as Class Representatives for the purpose of the Settlement; (5) appointing Elena Belov of Almeida Law Group LLC, Marc Edelson of Edelson Lechtzin LLP, and Jonathan Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., as Plaintiffs’ Counsel for the Settlement Class and (6) entering the Settlement schedule as proposed by the terms of the Settlement Agreement. Onsite does not oppose the relief sought in this motion.

The executed Settlement Agreement is attached to the Declaration of Elena Belov (“Belov Decl.”) as **Exhibit 1**. Plaintiffs also submit proposed Notices of the Settlement and Claim Form to be mailed or delivered to each potential Settlement Class Member, informing them of the terms of the Settlement Agreement, advising them of their rights under the proposed Settlement, and allowing them to be heard in the proceedings for the Final Settlement Approval. *See* Belov Decl. **Exhibits A** (Short Form notice), **B** (Long Form notice), **C** (Claim Form) and **D** (Notice Plan).

## **II. Factual Background**

This litigation stems from a data security incident impacting an email account of an Onsite employee during October 2024 which, as an investigation determined, may have included certain files containing Plaintiffs’ and Class Members’ personally identifiable information (PII) and/or protected health information (PHI) (collectively, “Private Information”). *See* Consolidated Class Action Complaint, filed September 4, 2025. ECF No. 30. Onsite partners with OB/GYN and primary-care practices nationwide to provide in-office breast-imaging services, including 3-D mammography and automated whole-breast ultrasound. As part of its services, Onsite solicits, collects, stores, and maintains files containing Private Information belonging to individuals, including Plaintiffs and Class Members. Plaintiffs and Class members are current or former patients of Onsite’s partners. Each Plaintiff and Class Member provided their Private Information to Onsite. Thus, their Private Information was retained by Onsite at the time of the Incident.

Onsite reported that during October 2024, an unauthorized third-party gained access to an employee’s email account “for a brief window of time” and may have had access to the Private Information belonging to approximately 357,000 current and former patients.

Plaintiffs allege that Onsite allowed a third party to gain unauthorized access to an email account which contained the Private Information of Plaintiffs and Class Members. Plaintiffs

further allege that Onsite failed to maintain adequate security measures to prevent malicious hackers from accessing its employees' email accounts and/or network systems, detect unauthorized access in a timely manner, and promptly notify impacted individuals. The Private Information potentially accessed includes names, addresses, phone numbers, and email addresses. medical/clinical information, health insurance information, billing, claims, and payment data and additional identifiers such as Social Security Numbers, driver's license or state ID numbers, passport numbers, and dates of birth.

### **III. Procedural History**

On April 25, 2025, Plaintiff Trisha Nadeau<sup>1</sup> filed a putative class action complaint in the United States District Court for the District of Massachusetts, asserting claims against Onsite arising out of the Data Incident. Since that initial filing, nine other cases were filed and subsequently consolidated by Order on June 16, 2025, ECF. No. 13. On July 1, 2025, Plaintiffs filed their Motion to Appoint Interim Class Counsel, ECF. Nos. 18-19, which was granted by Order on August 6, 2025, ECF. No. 23. Plaintiffs filed their Consolidated Class Action Complaint on September 4, 2025. ECF No. 30.

The Parties subsequently agreed to participate in a private mediation towards a potential class-wide resolution and selected a mediator, Retired Magistrate Judge David E. Jones, formerly of the United States District Court Eastern District Court of Wisconsin. The mediation took place on December 18, 2025.

The Parties engaged in several meet and confer sessions, and Defendant provided informal discovery responses in order to permit Plaintiffs' counsel to facilitate informed settlement

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<sup>1</sup> Plaintiff Nadeau was not included as a named plaintiff in the Consolidated Amended Class Action Complaint. *See* ECF No. 30.

negotiations and evaluate settlement proposals. Defendant's responses enabled Plaintiffs to discern the Class size and Defendant's potential liability exposure. Plaintiffs also conducted research concerning other similar data breach settlements to compare with the settlement proposals in order to determine whether the instant Settlement compares favorably with other cases. This information was sufficient to facilitate informed settlement discussions among the Parties. The Parties reached an agreement to settle the case during the mediation session. As a result, the Parties have agreed to resolve Plaintiffs' claims for a gross Settlement Amount of \$2,525,000.00. The Parties agreement, reached with the mediator's assistance, tends to support a finding that the agreement was non-collusive.

#### **IV. Settlement Negotiations**

Plaintiffs considered several factors in this Settlement. Initially, the Settlement provides substantial relief comparable to or better than other settlements approved in similar data breach cases. Plaintiffs' Counsel has substantial experience in data breach cases and concludes that the terms and conditions of this Settlement are fair, reasonable, and adequate to Settlement Class Members. Further litigation would be protracted and expensive, considering the uncertainty and risks inherent in litigation, including obtaining and maintaining class certification, retaining experts, conducting multiple depositions of Plaintiffs' and Defendant's witnesses, defending multiple motions, and preparing the case for trial. Further, the costs associated with protracted litigation would reduce the potential benefits to Class Members. Counsel for both Parties have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the litigation to avoid the associated burdens, risks, uncertainty, and extensive costs.

Plaintiffs' Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in

this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Plaintiffs' Counsel fully investigated the facts and law relevant to the merits of the claims, and conducted an independent investigations of the alleged claims. Plaintiffs' Counsel concludes that the proposed Settlement set forth in the Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

Defendant does not admit, and expressly denies, any liability or wrongdoing, and has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation.

**V. Proposed Settlement Terms**

The proposed Settlement Agreement provides that Defendant will make a total Settlement Payment of \$2,525,000.00. This amount shall include all Settlement Benefits, Service Awards, Claims Administrator Costs, Class Counsel Attorneys' Fees and Costs. The Settlement amount is a fair, adequate, and reasonable resolution of this claim, given the anticipated costs and delays as outlined above. It is well within the range of potential outcomes for the Plaintiffs and the Settlement Class Members, given the potential issues with litigating the case through trial.

**A. Proposed Settlement Class**

The Settlement Class is defined as "All individuals residing in the United States whose Private Information may have been impacted in the Incident." *See* Settlement Agreement ("SA"), ¶ 2.41. Excluded from the Settlement Class are "(1) Defendant, Defendant's current or former parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which Defendant or its parents has a controlling interest, or any of their current or former officers and directors; (2) all judges presiding over the Action and members of their families; (3)

persons who properly execute and file a timely request for exclusion from the Settlement Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; and (5) the legal representatives, successors, and assigns of any such excluded person.”

*Id.*

### **B. Releases**

In exchange for receiving payments from the Settlement, the Settlement Class Members will agree to release Defendant from “any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including but not limited to monetary sanctions, penalties or damages for contempt, injunctive or declaratory relief, mandamus, rescission, reformation, restitution, disgorgement, constructive trust, general, direct, compensatory, exemplary, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, statutory damages, penalties, interest, attorneys’ fees, costs, or expenses, whether known or unknown (including Unknown Claims), suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to or are connected in any way with the Incident, any legal, factual, or other allegations in the Action, or any theories of recovery that were, or could have been, raised at any point in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal, or administrative body (including but not limited to any state, local, or federal regulatory body).” *See SA at ¶ 2.34.*

### **C. Compensation to Class Members**

The Settlement provides significant relief to participating Class Members. The Settlement

Agreement establishes three potential benefits for Settlement Class members. It provides cash compensation for Out-of-Pocket Losses that Settlement Class members have experienced documented Out-of-Pocket Losses up to \$5,000 and a *Pro Rata* Cash Payment.<sup>2</sup> *See id.* at ¶¶ 4.2-4.3. Settlement Class Members will also be eligible to make a claim for Credit and Medical/Healthcare Data Monitoring and Insurance Services (such as CyEx Medical Shield Complete). *See id.* at ¶ 4.4.

#### **D. Notice**

If the Court grants the instant Motion, within 14 days Defendant will provide the Settlement Administrator with a Class List with all available contact information for the Settlement Class Members. *Id.* at ¶ 7.1. The Settlement Administrator will send the Notice of Settlement and the Claim Form to all Settlement Class Members within 30 days following entry of the Preliminary Approval Order via regular mail and emails, if known. *Id.* at ¶ 2.22. The Settlement Class Members will have 90 days to return a Claim Form. *Id.* at ¶ 2.7. The Settlement Administrator will create a website with the Notice of Settlement and other documents and information related to the litigation. *Id.* at ¶ 2.46. The Settlement Administrator will also establish a toll-free phone number with information about the Settlement. *Id.* at ¶ 6.2.6.

##### **1) Settlement Award Eligibility**

The Settlement Administrator will determine eligibility and the amount of Settlement Awards to be paid to the Settlement Class Members. *Id.* at ¶ 6.2.1.

##### **2) Objections and Requests for Exclusions**

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<sup>2</sup> The *Pro Rata* Cash Payment will be calculated from the amount remaining in the Settlement Fund after payment of all (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; (iv) Attorneys' Fee Award and Expenses, and (v) Approved Claims for Out-of-Pocket Losses; and (vi) Approved Claims for CMIS.

Settlement Class Members who wish to object to the Settlement must submit an objection in writing prior to the Claim Deadline, signed by the objector, indicating the grounds for objecting, and whether they intend to attend and be heard at the Final Approval Hearing. *Id.* at ¶ 10.2. To be heard at the Final Approval Hearing, the objector must file notice with the Court, and serve notice on both Plaintiff and Defense counsel. *Id.* To be excluded from the Settlement, a Settlement Class Member must submit a signed, written statement indicating that they do not wish to participate in the Settlement prior to the Claim Deadline. *Id.*

**3) Final Approval Hearing**

Ninety (90) days after the Notice Deadline, Plaintiffs will request that the Court schedule a Final Approval Hearing seeking that the Court enter an order finding that the Notice met due process requirements and that the Settlement was fair, reasonable and adequate, and directing that the Settlement Funds be distributed, the Action be dismissed with prejudice, and retaining jurisdiction to oversee settlement administration. *Id.* at ¶ 2.16.

**4) Distribution of Settlement Funds**

*i. Gross Settlement Funds and Non-Reversion*

Defendant will make a preliminary payment of Three Hundred Thousand Dollars (\$300,000.00) to the Settlement Administrator to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (“Escrow Account”). *Id.* at ¶ 3.1.1. Defendant will pay the remainder of the Settlement Fund (i.e., Two Million, Two Hundred Twenty-Five Thousand Dollars and No Cents, \$2,225,000.00) within twenty-one (21) days after the expiration of all rights of appeal from the Final Approval Order. *Id.* at ¶ 3.1.2.

The Gross Settlement Fund shall be used to pay (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Fees, (iii) Service Awards; (iv) Attorneys’ Fee Award, and (v)

Settlement Class Payments. Settlement Class Payments for Approved Claims will be disbursed to Settlement Class Members in the following order: (i) Out-of-Pocket Losses, (ii) CMIS (as defined below), and (iii) Pro Rata Cash Payments. (1) all Out-of-Pocket Losses and Pro Rata Cash Payments to Settlement Class Members who submit Valid Claims and the cost of Credit and Medical/Healthcare Data Monitoring and Insurance Services for Settlement Class Members; (2) any Service Award awarded to Plaintiffs; (3) any attorneys' fees and costs awarded to Plaintiffs' Counsel; and (4) all Notice and Administrative Expenses. Prior to the Effective Date, the Settlement Fund may be used only to pay Settlement Administration Costs. *Id.* at ¶ 3.1.2. There will be no reversion of any portion of the Gross Settlement Amount to the Defendant after the Effective Date. *Id.* at ¶ 3.1.

***ii. Service Awards***

Subject to the Court's approval, Named Plaintiffs Rose Clarkson, June Mack, Valerie Hicks, Carrie Devers, Theresa Culver, Amy Capodici, Georgeann Roberts, and Pamela Silver will receive three thousand five hundred dollars (\$3,500.00) as Service Awards for their efforts in prosecuting the case. *Id.* at ¶ 4.5. Named Plaintiffs worked diligently with Class Counsel to prosecute the matter and are well-suited to represent the Settlement Class. *See* Belov Decl. at ¶ 47. This involved multiple extended phone calls with Class Counsel prior to filing the complaints wherein Named Plaintiffs described their interactions with Defendant prior to the Incident, discussed their legal claims and causes of action, and the subsequent steps each took to determine what Private Information was impacted and protect themselves from identity theft, reviewed and approved pleadings and settlement documents, and made themselves available as needed throughout the litigation and settlement negotiations. *Id.*

***iii. Attorneys' Fees and Costs***

Subject to the Court's Final Approval Order, Class Counsel will receive an award of attorneys' fees in an amount of one-third (1/3) of the Gross Settlement Amount (\$841,666.66), which will compensate Class Counsel for all work performed in the Action. *See* SA at 11.2. Also subject to the Court's Final Approval Order, Class Counsel will be reimbursed for their out-of-pocket costs from the Gross Settlement Amount. *Id.* Pursuant to Fed. R. Civ. P. 23(h) and 54(d)(2), Class Counsel will file a motion for approval of attorneys' fees and reimbursement of expenses with its motion for final approval of the Settlement if preliminary approval is granted.

**iv. Settlement Awards**

Settlement Class Members will be paid via electronic payment or check mailed to the Settlement Class Member. *Id.* at ¶ 4.7. Any unclaimed Settlement Funds, subject to Court approval, will be donated to a *cy pres* recipient recommended by Class Counsel. *Id.* .

**v. Settlement Administrator**

The parties will engage EisnerAmper LLP as the Settlement Administrator.<sup>3</sup> The Settlement Administrator shall perform all the duties, tasks, and responsibilities associated with providing notice and administering the Settlement. *See* Declaration of Ryan Aldridge Regarding Notice Plan, Exhibit D, at ¶¶ 7-10. The Settlement Administrator will provide Class Counsel and Defense Counsel periodic reports regarding requests for exclusions or objections. *Id.* at ¶ 11.

**VI. Class Certification under Fed. R. Civ. P. 23**

**A. Legal Standards**

Rule 23 of the Federal Rules of Civil Procedure governs traditional class actions. The Supreme Court has noted that the drafters of Rule 23 intended class actions to vindicate the rights of a group of injured persons who otherwise would be without sufficient strength or inclination to

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<sup>3</sup> See <https://www.eisneramper.com/> (last visited March 5, 2026).

bring suit on an individual basis. *See Amchem Prods. Inc. v. Windsor*, 512 U.S. 591 (1997). The Rule requires that “[t]he claims, issues, or defenses of a certified class—or a class proposed to be certified for purposes of settlement—may be settled, voluntarily dismissed, or compromised only with the court’s approval.” Fed. R. Civ. P. 23(e).

In the First Circuit, there is a strong judicial policy in favor of settlements, particularly in the class action context. *See In re Pharm. Indus. Average Wholesale Price Litig.*, 588 F.3d 24, 36 (1st Cir. 2009) (recognizing a policy encouraging class action settlements). “Approval or rejection of a class-action settlement is entrusted to the district court’s informed discretion.” *Murray v. Grocery Delivery E-Servs. USA Inc.*, 55 F.4th 340, 344 (1st Cir. 2022). Before granting final approval of a class action settlement, courts must consider whether the proposed settlement class satisfies the requirements enumerated in Fed. R. Civ. P. 23. *Amchem*, 512 U.S. at 620. Courts must perform a “rigorous analysis” to determine that “the requirements of Rule 23 are met and classwide adjudication is appropriate under Rule 23(b).” *Artok v. Hometown America, LLC*, No. 21-cv-10790, 2026 WL 92831, at \*3 (D. Mass. Jan. 8, 2026). Courts may approve class action settlements only after a finding that the proposed settlement is “fair, reasonable, and adequate.” *Robinson v. Nat’l Student Clearinghouse*, 14 F.4th 56, 59 (1st Cir. 2021) (“[a] class action settlement must be ‘fair, reasonable, and adequate.’”); *see also* Fed. R. Civ. P. 23(e)(2). In evaluating the appropriateness of class certification, the Court should not consider the factual merits of the case or the strengths or weaknesses of the underlying claims. *See Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 158 (1974).

**B. Certification of the Settlement Class Under Fed. R. Civ. P. 23 (a) and (b) is Appropriate**

Plaintiffs request the Court certify the following class under Rule 23: “All individuals residing in the United States whose Private Information may have been impacted by the Incident.”

See Settlement Agreement, ¶ 2.41.

To obtain class certification under Rule 23, Plaintiffs must demonstrate the four threshold requirements of Rule 23(a): numerosity, commonality, typicality, and adequacy. *See Smilow v. Sw. Bell Mobile Sys., Inc.*, 323 F.3d 32, 38 (1st Cir. 2003). Numerosity exists where the proposed class is “so numerous that joinder of all members is impracticable.” *Garcia-Rubiera v. Calderon*, 570 F.3d 443, 460 (1st Cir. 2009) (finding that numerosity is satisfied when the “potential number of plaintiffs exceeds 40”); *see also* Fed. R. Civ. P. 23(a)(1). In this case, Plaintiffs understand that, based on information Defendant provided during informal discovery, there are over 357,265 potential Class Members.

Under Fed. R. Civ. P. 23(a)(2) and (3), the commonality and typicality factors require Plaintiffs to show “a common contention ... capable of classwide resolution,” and that “the claims or defenses of the class representatives be typical of the claims or defenses of the class members.”

The commonality requirement “carries a low threshold and requires only that resolution of the common questions affect all or a substantial number of the class members.” *Bezdek v. Vibram USA Inc.*, 79 F. Supp. 3d 324, 337 (D. Mass.), *aff’d*, 809 F.3d 78 (1st Cir. 2015) (internal quotations omitted); *see also* Fed. R. Civ. P. 23(a)(2). In *Bezdek*, the court noted that “the core issues of fact and law in this case regarding alleged misrepresentation of health benefits are common to all class members.” *Bezdek*, 79 F. Supp. 3d. at 338. There are common questions of law and fact regarding whether Onsite should be liable to Plaintiffs and the Class for the potential unauthorized access to their Private Information and whether Onsite failed to maintain adequate security measures to prevent malicious hackers from accessing its network systems. Here, each Class Member received the same notice informing them that their Private Information was included in the Incident. *See* SA at ¶ 1.3; *see also* Belov Decl. ¶ 3. Therefore, the commonality requirement is

satisfied.

Typicality exists “if the claims or defenses of the class and the class representative arise from the same event or pattern or practice and are based on the same legal theory.” *Bezdek*, 79 F. Supp. 3d at 338; *see also* Fed. R. Civ. P. 23(a)(3). The claims “must share essential characteristics, but they need not be precisely identical.” *Bezdek*, 79 F. Supp. 3d. at 338.

As above, each class member received the same notice letter informing them that their Private Information was included in the Incident. The same event affected both the named Plaintiffs and the Settlement Class in the same manner and, accordingly, Plaintiffs’ claims are “typical” and this requirement is satisfied.

The adequacy of representation requirement demands that “the representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). The requirement is satisfied where: (1) the plaintiffs establish “that the interests of the representative party will not conflict with the interests of any of the class members” and (2) the proposed class counsel are “qualified, experienced and able to vigorously conduct the [] litigation.” *Bezdek*, 79 F. Supp. 3d at 339.

Here, there are no antagonistic or conflicting interests between Plaintiffs and their Counsel and the absent Class Members; and Plaintiffs and their Counsel have vigorously prosecuted this Action on behalf of the Class and will continue to do so.

The Named Plaintiffs are adequate representatives of the Settlement Class because their interests are aligned with those of the Settlement Class. In addition, Class Counsel will adequately represent the class. Plaintiffs’ attorneys Elena A. Belov of Almeida Law Group LLC, Jonathan S. Mann, Pittman, Dutton, Hellums, Bradley & Mann, P.C. and Marc Edelson of Edelson Lechtzin LLP, have substantial experience vigorously litigating class actions, including consumer class

actions and data breach class actions, and are well suited to advocate on behalf of the Class. *See* Belov Decl., **Exhibit 2** (firm resumes).

Once the foregoing threshold showing is made, the claims must fit into one or more of the categories of permissible class actions described in Rule 23(b). Under Rule 23(b)(3), Plaintiffs must show that “the questions of law or fact common to class members predominate over any questions affecting only individual members,” and that “a class litigation is superior to other available methods for fairly and efficiently adjudicating the controversy.” *Bezdek*, 79 F. Supp. 3d at 340. The “predominance requirement is similar to but more demanding than the commonality requirement.” *Id.* However, as with commonality, “precise alignment of all issues in the litigation is not necessary.” *Id.*

Plaintiffs and the Settlement Class meet the “predominance” requirement of Fed. R. Civ. P. 23(b)(3). The predominate questions involved include whether Defendant used reasonable data security measures to protect consumers’ PII. That question can be resolved, for purposes of settlement, using the same evidence for all Members of the Settlement Class, and thus is precisely the type of predominant question that makes a class-wide settlement worthwhile. There are no individual issues that would predominate over the issues common to the Named Plaintiffs and the Settlement Class Members. Resolution of Plaintiffs’ claims equally applies to that of each other potential Settlement Class Member. Any potential defense that Defendant may assert regarding Plaintiffs’ claims would also apply to all Settlement Class Members. Accordingly, the record demonstrates that there are multiple common questions applicable to Plaintiffs and every member of the Settlement Class. The predominance requirement is satisfied.

A class action is also superior to other methods of adjudicating this matter under Fed. R. Civ. P. 23(b)(3). First, having all the Settlement Class Members’ claims adjudicated in one lawsuit

is far more efficient for the Court and the parties than requiring Settlement Class Members to initiate 357,265 individual lawsuits. Second, there are no other existing lawsuits by any Settlement Class Members concerning issues similar to this litigation. Third, the District of Massachusetts is the most appropriate forum for this matter since Defendant, and many Settlement Class Members reside in this District. Finally, there should be no difficulties in managing the proposed case as a class action since certification is being sought in the context of a settlement.

**C. The Court Should Appoint Plaintiffs as Class Representatives**

To appoint Plaintiffs as Class Representatives, a court must find that plaintiffs have “fairly and adequately represented the interests of the proposed class.” *Preston v. World Travel Holdings, Inc.*, No. 23-cv-12389, 2024 WL 3408705, at \*5 (D. Mass. July 15, 2024). As above, Plaintiffs have actively participated in this litigation since its inception. Their claims are both adequate and typical of the claims which would be made by other Settlement Class Members. Accordingly, Plaintiffs request the Court to appoint Rose Clarkson, June Mack, Valerie Hicks, Carrie Devers, Theresa Culver, Amy Capodici, Georgeann Roberts, and Pamela Silver as Class Representatives.

**D. Appointment of Counsel for the Settlement Classes**

The Court should appoint Elena A. Belov of Almeida Law Group LLC, Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., and Marc H. Edelson of Edelson Lechtzin LLP, as Plaintiffs’ Counsel for the Settlement Class. Rule 23 required “a court that certifies a class must appoint class counsel [who must] fairly and adequately represent the interests of the class.” Fed. R. Civ. P. 23(g)(1). Courts generally consider the following attributes: the proposed class counsel’s (1) work in identifying or investigating potential claims; (2) experience in handling class actions or other complex litigation, and the types of claims asserted in the case; (3) knowledge of the applicable law; and (4) resources committed to representing the class. Rule 23(g)(1)(A);

*Preston*, 2024 WL 3408705, at \*5.

Here, proposed Class Counsel have extensive experience prosecuting class actions and other complex cases, including data breach cases. *See* Belov Decl. ¶ 19; Belov Decl. Exhibits 2-4. As discussed above, proposed Class Counsel have worked extensively on identifying and investigating the claims here, know the law regarding class actions and data breach class actions, specifically, and have shown that they possess the resources available to represent the Class. Accordingly, the Court should appoint Elena Belov of Almeida Law Group LLC, Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., and Marc Edelson of Edelson Lechtzin LLP, as Class Counsel.

**E. Appointment of the Settlement Administrator**

In connection with implementation of the Notice Program and administration of the settlement benefits, Plaintiffs request that the Court appoint EisnerAmper LLP to serve as the Settlement Administrator. EisnerAmper LLP has a trusted and proven track record of supporting thousands of class action administrations and distributing billions of settlement funds. SA Exhibit D at ¶¶ 2-3. Notice and administration are expected to cost approximately \$300,000.00 to be deducted from the overall Settlement Fund. SA at ¶ 3.1.1.

**VII. Preliminary Approval of the Settlement Pursuant to Rule 23 (e) is Appropriate**

Federal Rule of Civil Procedure 23(e) permits courts to “approve a class-action settlement only if that settlement is ‘fair, reasonable, and adequate.’” *Cohen v. Brown Univ.*, 16 F.4th 935, 943 (1st Cir. 2021). Courts may preliminarily approve a class action settlement when the “proposed settlement provides adequate relief to the class, especially when compared to the costs, risks, and delays associated with continued litigation. Rule 23 requires “balancing the advantages and disadvantages of the proposed settlement as against the consequences of going to trial or other

possible but perhaps unattainable variations on the proffered settlement.” *Preston*, 2024 WL 3408705, at \*4. Where “the parties negotiated at arm’s length and conducted sufficient discovery, the district court must presume the settlement is reasonable.” *Robinson*, 14 F.4th at 59.

Pursuant to Fed. R. Civ. P. 23(e), at the preliminary approval stage, the court must evaluate certain procedural and substantive factors. *Murray v. Grocery Delivery E-Servs. USA Inc.*, 55 F.4th 340, 345 (1st Cir. 2022). The procedural factors require consideration of whether “the class representatives and class counsel have adequately represented the class” and “the proposal was negotiated at arm’s length.” Fed. R. Civ. P. 23(e)(2)(A)-(B). The substantive factors, on the other hand, address whether “the relief provided for the class is adequate” and “the proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(C)-(D); *see also Preston*, 2024 WL 3408705, at \*3.

As explained above, Plaintiffs have diligently pursued this litigation. Parties participated in a full-day mediation session in December 2025, and the Settlement reached is the result of an arms-length negotiation with the mediator’s assistance. During the negotiations, the Parties each have considered the strengths and weaknesses of their position and that of the opposing party. Moreover, the relief is adequate in that the Settlement amount is commensurate with other data breach settlements and within Plaintiffs’ projected damages. The Settlement places all Settlement Class Members on an equal footing vis-a-vis their settlement award and *pro rata* shares. Plaintiffs’ counsel will request a one-third fee and there are no other agreements concerning the Settlement. Additionally, the proposed Settlement provides “adequate relief to the class, especially when compared to the costs, risks, and delays associated with continued litigation.” *Cure v. Factory Mut. Ins. Co.*, No. 23-cv-12399, 2025 WL 2881695, at \*4 (D. Mass. Oct. 10, 2025).

Here, continuing the litigation through depositions, motions to compel, motions for class

certification, motions for summary judgment, and a potential trial would significantly increase expenses to both parties and substantially extend the duration of the case. The Parties have exchanged informal discovery and participated in the mediation which identified additional factors concerning the Class, its size, and composition. Plaintiffs received sufficient discovery to determine to a fair degree of certainty the number of class members, and the types of data involved. These materials were sufficient for the parties to conduct informed negotiations. The Settlement amount is well within the range of reasonableness. It provides cash compensation and credit and medical/healthcare data monitoring services for the Class. Plaintiffs believe the Settlement is well within the damages that could have been awarded on the claim at trial. Further, the risks of litigation are substantial. Defendant could prevail on any one of its defenses regarding class certification, liability, or damages. Given these risks, the Settlement is within the range of reasonableness. *See* Belov Decl. ¶¶ 18, 20.

Because each of the prerequisites for class certification under Fed. R. Civ. P. 23 (e) are met, Plaintiffs respectfully request that the Court certify the Settlement Class.

### **VIII. Proposed Notice**

Plaintiffs seek approval of the proposed notices to the class. Under Federal Rule of Civil Procedure 23(c)(2)(B), a “court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” *Preston*, 2024 WL 3408705, at \*5. The notice requirement is “rooted in due process” and designed “to ensure that the plaintiff class receives notice of the action well before the merits of the case are adjudicated.” *Id.*; *see also Cure*, 2025 WL 2881695, at \*4.

Rule 23 (c) requires that the notice clearly and concisely state in plain, easily understood language: (1) the nature of the action; (2) the definition of the class certified; (3) the class claims,

issues, or defenses; (4) that a class member may enter an appearance through an attorney if the member so desires; (5) that the Court will exclude from the class any member who requests exclusion; (6) the time and manner for requesting exclusion; and (7) the binding effect of a class judgment on class members. Fed. R. Civ. P. 23(c)(2)(B).

As discussed in section V, *supra*, Plaintiffs intend to engage EisnerAmper as Settlement Administrator to facilitate a robust notice program for Class Members. The Notice Program includes direct notice as well as posting settlement information and documents on a dedicated settlement website, along with a telephone help line to assist Class Members with questions concerning the settlement. Last, Class Counsel will make themselves available to Class Members for questions.

**IX. Conclusion**

Plaintiffs respectfully request that the Court certify the Settlement Class under Fed. R. Civ. P. 23, preliminarily approve the Settlement Agreement, order that Notice of the Settlement and Claim Forms be sent to the Settlement Class Members, and set a hearing date for Final Approval of the Settlement.

Dated: March 6, 2026

Respectfully submitted,

*/s/ John Roddy*  
\_\_\_\_\_  
John Roddy (BBO # 424240)  
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*Interim Co-Lead Class Counsel*

**CERTIFICATE OF SERVICE**

I hereby certify that on March 6, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record via the ECF system.

*/s/ John Roddy* \_\_\_\_\_  
John Roddy

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

ROSE CLARKSON, JUNE MACK,  
VALERIE HICKS, CARRIE DEVERS,  
THERESA CULVER, AMY CAPODICI,  
GEORGEANN ROBERTS, and PAMELA  
SILVER, individually and on behalf of those  
similarly situated,

Plaintiffs,

v.

ONSITE MAMMOGRAPHY, LLC, d/b/a  
ONSITE WOMEN'S HEALTH,

Defendant.

Civil Action No. 3:25-cv-11123-MGM

**CLASS ACTION**

**DECLARATION OF ELENA BELOV  
IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I declare under penalty of perjury hereby as follows:

1. I, Elena Belov of Almeida Law Group LLC, appointed Interim Co-Lead Class Counsel and proposed Class Counsel<sup>12</sup> in this action, hereby submit this Declaration in connection with Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement with Defendant Onsite Mammography, LLC, d/b/a Onsite Women's Health ("Onsite" or "Defendant").

2. A true and correct copy of the executed Settlement Agreement and all related exhibits is filed herewith as **Exhibit 1**. The Settlement Agreement includes the following sub-exhibits:

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<sup>1</sup> All capitalized terms have the definition attributed to them in the Settlement Agreement filed herewith unless otherwise specified.

<sup>2</sup> Elena Belov, Marc Edelson and Jonathan Mann were appointed Interim Co-Lead Counsel by the Court on August 6, 2025. ECF 23.

- Exhibit A: Short Form Notice (Postcard)
- Exhibit B: Long Form Notice
- Exhibit C: Claim Form
- Exhibit D: Notice Plan
- Exhibit E: Proposed Preliminary Approval Order
- Exhibit F: Proposed Final Approval Order

**Initial Investigation and Litigation**

3. Plaintiffs' investigation shows that during October 2024, cybercriminals potentially unlawfully accessed information stored in Defendant's employee email account (the "Data Incident"). Onsite partners with OB/GYN and primary-care practices nationwide to provide in-office breast-imaging services, including 3-D mammography and automated whole-breast ultrasound. At the time of the Data Incident, Onsite held and stored certain personally identifiable information (PII) and/or protected health information (PHI) (collectively, "Private Information") of Plaintiffs and putative Class Members. Plaintiffs and Class members are current or former patients who utilized Onsite's medical services, either directly or through an associated clinic or medical facility. Each Plaintiff and Class Member provided their Private Information to Onsite. Thus, their Private Information was retained by Onsite at the time of the Incident. The Private Information compromised in the Data Incident belonged to approximately 357,000 current and former patients and was reported to include names, addresses, phone numbers, and email addresses. medical/clinical information, health insurance information, billing, claims, and payment data and additional identifiers such as Social Security Numbers, driver's license or state ID numbers, passport numbers, and dates of birth. On April 21, 2025, Onsite began providing notice of the Incident to Plaintiffs and Class Members, to a total notice population of 357,265 individuals.

4. This Action was initiated as a result of the Data Incident, and in connection with Defendant's alleged failure to safeguard the Private Information of the Settlement Class.

5. Defendant denies all liability and wrongdoing.

6. After ten cases were filed related to the Data Incident, the Court consolidated the pending actions by Order on June 16, 2025. ECF No. 13.

7. On July 1, 2025, Plaintiffs filed their Motion to Appoint Interim Class Counsel, ECF. Nos. 18-19, which was granted by Order on August 6, 2025, ECF. No. 23.

8. Plaintiffs filed their Consolidated Class Action Complaint on September 4, 2025. ECF No. 30.

9. On October 17, 2025, the Parties filed a Joint Motion to Stay the case pending the outcome of mediation. ECF No. 31.

10. The Court granted the stay on October 20, 2025. ECF No. 32.

11. On January 5, 2026, the Parties filed a Notice of Settlement and Joint Motion to Stay the case. ECF No. 33.

12. On January 6, 2026, the Court entered a Settlement Order of Dismissal, permitting any party to reopen the action within sixty (60) days if resolution is not consummated. ECF No. 34.

13. On January 27, 2026, the Court entered an Order withdrawing the Settlement Order of Dismissal and directing Plaintiffs to file their motion for preliminary approval of the class settlement on or before March 6, 2025. ECF No. 35.

**Settlement Negotiations and Central Terms**

14. The Settlement is a result of protracted arm's-length negotiations.

15. Prior to mediation, the Parties exchanged informal discovery and fully briefed relevant legal issues, allowing each side to evaluate the strengths and weaknesses of the case.

16. On December 18, 2025, after a full day of contested arms-length negotiations before experienced class action mediator Retired Magistrate Judge David E. Jones, formerly of the United States District Court Eastern District Court of Wisconsin, Plaintiffs and Defendant were able to come to a consensus on the central terms of the Settlement Agreement.

17. Over the next few weeks, the Parties worked to negotiate the finer points of the agreement, draft exhibits and proposed notices, and come to an agreement on a proposed Settlement Administrator.

18. Plaintiffs and Settlement Class Counsel believe that the claims asserted in this case have merit. We acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Defendant through motion practice, trial, and potential appeals. I have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation.

19. Class Counsel have many years of combined experience as class action litigators, including data breach litigation, and are well suited to advocate for the Settlement Class. *See Firm Resumes, Exhibit 2.*

20. It is my belief, and the belief of my co-counsel based on our extensive experience generally and investigation and research into this case in particular, that the Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. In negotiating the amounts to be paid under the settlement, Plaintiffs' Counsel relied upon published reports documenting data breach and identity theft costs, actual costs incurred by Class Members (as relayed in conversations with Plaintiffs' Counsel), their own experience in other data incident

litigation, and reported settlements in other data incident class actions. The collective experience of me and my colleagues with experience on similar types of privacy and data protection practices provided substantive knowledge on the subject to enable us to represent Plaintiffs' and Settlement Class Members' interests without expending hundreds of hours and substantial financial resources to come up to speed on the subject area or engaging in formal discovery.

21. Plaintiffs have been kept abreast of litigation progress, Settlement negotiations, have reviewed the Settlement Agreement and support the Settlement. Plaintiffs and proposed Class Counsel strongly believe the settlement is favorable to the Settlement Class.

### **Settlement Terms**

22. The Settlement Class has approximately 357,265 members and is defined The Settlement Class is defined as "all individuals residing in the United States whose Private Information may have been impacted in the Incident." *See* Settlement Agreement ("SA"), ¶ 2.41. The Settlement Class specifically excludes: (1) Defendant, Defendant's current or former parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which Defendant or its parents has a controlling interest, or any of their current or former officers and directors; (2) all judges presiding over the Action and members of their families; (3) persons who properly execute and file a timely request for exclusion from the Settlement Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; and (5) the legal representatives, successors, and assigns of any such excluded person. *Id.*

### ***Settlement Benefits***

23. The Settlement provides for a \$2,525,000 Settlement Fund that will be used to pay (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; Service Awards; (iii) Attorneys' Fee Award and Expenses; and (iv) Settlement Class Payments. SA ¶ 3.3.

24. The Settlement Agreement establishes three potential benefits for Settlement Class members. Settlement Class Members may elect to receive both Out-of-Pocket Losses and a Pro Rata Cash Payment. Additionally, Settlement Class Members may also elect to receive Credit and Medical/Healthcare Data Monitoring and Insurance Services (“CMIS”). SA ¶¶ 4.2-4.4.

25. Settlement Class Members may submit a Claim for a cash payment for Out-of-Pocket Losses up to \$5,000.00 per Settlement Class Member upon presentation of documented losses related to the Data Incident. If the Settlement Administrator denies the claim for Out-of-Pocket Losses, the claim will automatically be converted to *Pro Rata* Cash Payment. SA ¶ 4.2.2.

26. In addition to or instead of Documented Monetary Losses, a Settlement Class Member may claim a pro rata cash payment, subject to *pro rata* adjustment based on the amount remaining in the Settlement Fund after payment of administration costs, taxes, court approved attorneys’ fees, service awards, and valid claims for documented losses and CMIS. SA ¶ 4.3.

27. In addition to reimbursement for documented losses and a pro rata cash payment, Settlement Class Members may also make a Claim for three (3) years of CMIS, equivalent to CyEx Medical Shield Complete, that will provide the following benefit: three credit bureau monitoring services and \$1 million in identity theft insurance. Said CMIS benefits will be available to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from Onsite. Class Members will be permitted to postpone activation of their CMIS settlement benefit for up to at least 12 months. *Id.* ¶ 4.4.

28. In addition to the cash relief and credit monitoring, Onsite will provide a confidential declaration to proposed Class Counsel before the Final Approval Hearing attesting to a) facts of the Incident, b) whether it was aware of evidence that the Private Information impacted by the Incident was sold or transferred to a third party, and c) remedial security-related measures

that were implemented after the Incident but before the date of the Preliminary Approval Order. SA ¶ 5.1.

29. The Release negotiated is tailored to claims related to the Data Incident. *See* SA ¶ 2.34.

***Notice***

30. The Parties have agreed to use EisnerAmper LLP as the Settlement Administrator, who shall administer various aspects of the Settlement under the Parties' supervision. SA ¶ 2.39.

31. The proposed Notice Program is designed to satisfy Rule 23(c)(2)(B) and the Manual for Complex Litigation.

32. Subject to approval by the Court, Short Notice (postcard) shall be provided by U.S. mail to the Settlement Class Members identified in the Class Member Information list. SA Ex. D ¶ 8. Prior to mailing, the Settlement Administrator shall check and update all addresses against the National Change of Address ("NCOA") Database. *Id.* Additionally, the addresses will be validated through the Coding Accuracy Support System ("CASS") to uphold zip code precision, while Delivery Point Validation ("DPV") will be employed to verify address accuracy. *Id.* Where postcards are returned with a forwarding address, the Settlement Administrator shall forward the postcards to the forwarding address. Where postcards are returned as undeliverable, the Settlement Administrator will utilize standard skip-tracing techniques to obtain forwarding address information. If skip-tracing yields an alternative forwarding mailing address, the Settlement Administrator will re-mail the notice to the address identified through the skip-tracing process. *Id.*

33. Notices are written in plain language and drafted to inform Settlement class members of the pertinent terms of the Settlement and direct them to the Settlement Website. *See* SA Exs. A, B.

34. The Settlement Administrator will establish and maintain a Settlement Website and will receive and review claim forms, requests for exclusion and objections. SA ¶¶ 2.46, 6.2.1, 6.2.4. By accessing the Settlement Website, Settlement Class Members can file claims electronically, submit requests for exclusion from the Settlement, review relevant dates, access answers to frequently asked questions, instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement Agreement, contact information for the Settlement Administrator, and other case-related information. SA ¶¶ 2.46, SA Ex. D ¶ 9.

35. The Settlement Administrator will maintain a toll-free telephone number by which Settlement Class members can seek answers to Settlement-related inquiries. SA ¶ 6.2.6.

36. The Short Form and Long Form Notices will be available to Settlement Class members on the Settlement Website, along with all relevant filings. SA Ex. D ¶ 9.

37. The Notices are clear and straightforward, defining the Settlement Class and the Settlement's essential terms; clearly describing the options available to the Settlement Class and the deadlines for taking action; disclosing the requested Service Awards for the Class Representative and the attorneys' fee amount Class Counsel intends to seek and that litigation costs will be sought; explaining the opt-out, objection, and Claim procedures and deadlines; stating the Final Approval Hearing date, time, and location; and prominently displaying Class Counsel's contact information. *See* SA Exs. A, B.

### ***Claims, Opt-Outs, and Objections***

38. The deadlines for Plaintiffs to make a claim, opt-out of the Settlement Agreement, or object to the Settlement Agreement are structured to give all Settlement Class Members ample time to review the Settlement Agreement and associated documents, and determine what next steps they would like to take. *See* SA ¶¶ 2.7, 2.22, 2.24.

39. The Claims process is structured to ensure all Settlement Class Members have adequate time to review the Settlement terms, compile documents supporting their Claim if needed, submit Claims, and decide whether to opt out or object.

40. Settlement Class Members will have up to ninety (90) days from the Notice Date to submit a claim for benefits (“Claims Deadline”). SA ¶ 2.7. The Notice Date shall be thirty (30) days after the Court enters the Preliminary Approval Order. SA ¶ 2.8.

41. The Settlement Administrator will review, determine the validity of, and process all Settlement Claims submitted by Settlement Class Members. SA ¶ 6.2.1. The Settlement Administrator will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including any documentation that may be necessary to reasonably support amounts claimed as Out-of-Pocket Losses; and (iii) the information submitted would lead a reasonable person to conclude, for a claim for Out-of-Pocket Losses, that the alleged cost(s), loss(es), expenditure(s), and/or time are fairly traceable to the Incident. *Id.*

42. The Settlement Administrator may request from the claimant (including via email) supplemental claim information as the Settlement Administrator may reasonably require to evaluate the Settlement Claim, including documentation requested on the Claim Form and information regarding the claimed cost(s), loss(es), expenditure(s), and/or time. SA ¶ 6.2.2. If supplemental claim information is requested, the Settlement Administrator shall give the claimant reasonable time, as determined by the Settlement Administrator’s discretion but not exceeding thirty (30) days, to provide the requested supplemental claim information before rejecting the claim. *Id.*

43. Settlement Class Members will have up to sixty (60) days after the Notice Date to opt-out from or object to the Settlement Agreement. SA ¶¶ 2.24, 2.25. Detailed instructions on how to opt-out or object will be in the Long Notice, available on the Settlement Website.

***Attorneys' Fees, Costs, and Service Awards***

44. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that the Settlement Fund would be used to pay reasonable attorneys' fees and expenses as may be agreed to by Defendant and Interim Co-Lead Counsel, or, in the event of no agreement, then as ordered by the Court. *See* SA ¶ 11.1.

45. Class Counsel intends to seek an attorneys' fees award not to exceed one third of the Settlement Fund and reimbursement of reasonable out-of-pocket expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000.00). SA ¶ 11.2.

46. The Agreement also calls for a reasonable Service Award for each of the Class Representatives of \$3,500.00 each, meant to compensate them for their efforts on the Settlement Class's behalf. SA ¶¶ 2.38, 4.5.

47. Plaintiffs have demonstrated that they are well-suited to represent the Settlement Class. They (i) have a genuine personal interest in the outcome of the case; (ii) they selected well-qualified proposed Class Counsel; (iii) they participated in multiple extended phone calls with Class Counsel prior to filing the complaints wherein they described their interactions with Defendant prior to the Incident; (iv) they produced information and documents to proposed Class Counsel to permit investigation and development of the complaints; (v) discussed their legal claims and causes of action with proposed Class Counsel, and reviewed and approved pleadings; (vi) they have been available as needed throughout the litigation and settlement negotiations; (vii) reviewed

and approved settlement documents; and (viii) they have monitored the case. The Plaintiffs, like all Settlement Class Members, have been victims of the Data Incident, and thus have common interests with the Settlement Class. Moreover, they have ably represented the Settlement Class by maintaining contact with proposed Class Counsel, assisting in the investigation of the case, reviewing the material terms of the Settlement Agreement, remaining available for consultation throughout the settlement negotiations, and answering proposed Class Counsel's many questions.

I declare that this has been signed under penalty of perjury of the United States of America that the foregoing is true and correct.

Executed on March 6, 2026

/s/ Elena Belov  
Elena Belov

# **EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

ROSE CLARKSON, JUNE MACK, VALERIE  
HICKS, CARRIE DEVERS, THERESA CULVER,  
AMY CAPODICCI, GEORGEANN ROBERTS, and  
PAMELA SILVER, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

ONSITE MAMMOGRAPHY, LLC, d/b/a  
ONSITE WOMEN’S HEALTH,

Defendant.

Civil Action No. 3:25-cv-11123-MGM

**CLASS ACTION SETTLEMENT AGREEMENT**

This Settlement Agreement is made by and between Rose Clarkson, June Mack, Valerie Hicks, Carrie Devers, Theresa Culver, Amy Capodici, Georgeann Roberts, and Pamela Silver, on behalf of themselves and the Settlement Class (“Plaintiffs” or “Representative Plaintiffs<sup>1</sup>”) and Defendant Onsite Mammography, LLC, d/b/a Onsite Women’s Health (“Defendant” or “Onsite”). This Agreement fully and finally resolves and settles any and all claims that are, were, or could have been asserted in the consolidated litigation styled *Clarkson, et al. v. Onsite Mammography, LLC, d/b/a Onsite Women’s Health*, Case No. 3:25-cv-11123-MGM, pending in the United States District Court for the District of Massachusetts, as set forth herein.

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<sup>1</sup> All capitalized terms are defined in Section 2 below.

## **1. Recitals**

- 1.1. On or around October 2024, Defendant discovered that a third-party gained unauthorized access to one Onsite employee's email account (the "Incident").
- 1.2. An investigation determined that certain files, which may have included Settlement Class Members' personally identifiable information (PII) and/or protected health information (PHI) (collectively, "Private Information"), were present in the email account and may have been impacted.
- 1.3. On April 21, 2025, Onsite began providing notice of the Incident, and ultimately provided notice to a total notice population of 357,265 individuals.
- 1.4. On April 25, 2025, former Named Plaintiff Trisha Nadeau filed a putative class action complaint in the United States District Court for the District of Massachusetts, asserting claims arising out of the Incident, but subsequently amended her claim adding Rose Clarkson as a Plaintiff.<sup>2</sup> Thereafter, eight additional cases were filed against Defendant arising from the Incident.
- 1.5. On June 13, 2025, Representative Plaintiffs moved to consolidate the nine related actions, which the Court subsequently ordered on June 16, 2025.
- 1.6. On August 6, 2025, the Court appointed Representative Plaintiffs' Counsel as Interim Co-Lead Counsel.
- 1.7. On September 4, 2025, Representative Plaintiffs filed their Consolidated Amended Class Action Complaint and asserted causes of action for negligence, breach of implied contract, breach of fiduciary duty, invasion of privacy, unjust enrichment, and declaratory judgment.

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<sup>2</sup> Ms. Nadeau subsequently dismissed her claims without prejudice.

- 1.8. In or around beginning of October 2025, the Parties began discussions relating to the possibility of settlement and scheduled a mediation with an experienced class action mediator Hon. David E. Jones (Ret.), for December 18, 2025.
- 1.9. On October 17, 2025, the Parties moved to stay the proceedings, pending mediation. This Court stayed the consolidated Action on October 20, 2025.
- 1.10. In advance of the mediation, Representative Plaintiffs propounded informal discovery requests on Defendant to learn as much as possible about the Incident. Defendant's responses to informal discovery permitted Plaintiffs' counsel to facilitate informed settlement negotiations, evaluate the merits of the Defendant's position and evaluate settlement proposals.
- 1.11. On December 18, 2025, the Parties participated in a full-day mediation session with Hon. David E. Jones (Ret.). After many hours of hard-fought and arms-length negotiations, and with the assistance of Hon. David E. Jones (Ret.), the Parties reached an agreement in principle to settle and resolve the Action.
- 1.12. After the mediation concluded, the Parties executed a written Term Sheet. Once this Agreement is fully executed, it supersedes and replaces all terms in the Parties' written Term Sheet.
- 1.13. Defendant denies all material allegations in the Consolidated Amended Class Action Complaint, and all prior complaints, denies wrongdoing of any kind, denies liability on any claims asserted, and further specifically denies liability for all statutory, common law, and contract-related claims alleging it had inadequate data security or failed to properly protect any personal data or respond appropriately to the Incident.

1.14. The Parties recognize the expense and risk inherent in continued litigation of the Action through further motion practice, discovery, trial, and any possible appeals. The Parties have considered the uncertainty of the outcome of further litigation, and the expense, difficulties, and delays inherent in such litigation. The Parties are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Action and the defenses thereto. The Parties have determined that the settlement set forth in this Agreement is in their respective best interests and that the Agreement is fair, reasonable, and adequate. The Parties have therefore agreed to the settlement set forth in the terms and provisions of this Agreement, subject to Court approval.

1.15. It is the intention of the Parties to resolve the disputes and claims as set forth in the terms below.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described, and for other good and valuable consideration acknowledged by each of the Parties to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree as follows:

## **2. Definitions**

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

2.1. “Action” means and refers to the consolidated action styled *Clarkson, et al v. Onsite Mammography, LLC, d/b/a Onsite Women’s Health*, Case No. 3:25-cv-11123-MGM (D. Mass.).

2.2. “Agreement” or “Settlement Agreement” or “Settlement” means this Class Action Settlement Agreement and all of its attachments and exhibits, which the Parties understand

and agree set forth all material terms and conditions of the settlement of the Action between them and which is subject to approval by the Court.

- 2.3. “Amended Complaint” means the Consolidated Amended Class Action Complaint, at Docket Entry Number 30, filed in the Action on September 4, 2025.
- 2.4. “Approved Claim” means Settlement Claims completed using a Claim Form, submitted by the Claims Deadline by a Settlement Class Member, and found to be valid by the Settlement Administrator.
- 2.5. “Attorneys’ Fee Award” means the attorneys’ fees that Interim Co-Lead Counsel request the Court to approve for payment from the Settlement Fund as compensation for work in prosecuting and settling the Action.
- 2.5. “Days” means every single day in the year, including weekends and holidays, except as otherwise specified in paragraph 15.8 of this Agreement.
- 2.6. “Claim Form” means the claim form attached as **Exhibit C**, or a claim form approved by the Court that is substantially similar to Exhibit C.
- 2.7. “Claims Deadline” means the deadline by which Settlement Class Members must submit any Settlement Claims. Settlement Claims submitted after the Claims Deadline will not be timely, will not qualify for approval, and will be rejected. The Claims Deadline shall be set by the Court in the Preliminary Approval Order and shall be ninety (90) days after the Notice Date.
- 2.8. “Court” means the United States District Court for the District of Massachusetts, where the Action is pending.

- 2.9. “Incident” means the unauthorized third-party access to Onsite’s employee’s email account that was detected by Defendant on or around October, 2024, and which is the subject of the Action.
- 2.10. “Defendant” means Onsite Mammography, LLC, d/b/a Onsite Women’s Health.
- 2.11. “Defendant’s Counsel” means Mason Floyd and Peter Berk of Clark Hill, PLC, the attorneys for Defendant Onsite Mammography, LLC, d/b/a Onsite Women’s Health.
- 2.12. “Effective Date” means the date set forth in Section 14 of this Agreement.
- 2.13. “Entity” means any corporation, partnership, limited liability company, association, trust, or other organization of any type.
- 2.14. “Expenses” means the reasonable costs and expenses incurred in litigating the Action that Interim Co-Lead Counsel request the Court to approve for payment from the Settlement Fund.
- 2.15. “Final Approval” means entry of a Final Approval Order and Judgment.
- 2.16. “Final Approval Hearing” means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Federal Rule of Civil Procedure 23 and whether to enter a Final Approval Order and Judgment. The Final Approval Order and Judgment shall be entered no earlier than ninety (90) days after notices are mailed to ensure compliance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.
- 2.17. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Action against Defendant with prejudice, and releases the Released Parties

from the Released Claims, materially in the form of the proposed Final Approval Order and Judgment attached as **Exhibit F**.

- 2.18. “Judgment” means the Final Approval Order and Judgment.
- 2.19. “Long Notice” means the long form notice attached as Exhibit B, or substantially similar to the long form notice attached as **Exhibit B**.
- 2.20. “Notice” when used with reference to the notice to be provided by the Settlement Administrator according to the “Notice Plan” refers to the Short Form Notice and Long Form Notice together, as attached to the Agreement as **Exhibits A and B**.
- 2.21. “Notice and Administrative Expenses” means all reasonable costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Agreement, including all costs and expenses incurred in connection with implementing and executing the Notice Plan and notice required by the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.
- 2.22. “Notice Date” means the date by which Notice will be fully commenced, which shall be thirty (30) days after the Court enters the Preliminary Approval Order.
- 2.23. “Notice Plan” means the settlement notice program attached as **Exhibit D**, or substantially similar to the settlement notice program attached as Exhibit D, to be presented to the Court for approval in connection with a motion seeking a Preliminary Approval Order.
- 2.24. “Objection Deadline” means the deadline by which objections to the Settlement must be filed in the Action’s electronic docket. Such deadline shall be sixty (60) days after the Notice Date.

- 2.25. “Opt-Out Deadline” means the deadline by which requests for exclusion from the Settlement must be postmarked or submitted electronically as set forth in the Preliminary Approval Order. Such deadline shall be sixty (60) days after the Notice Date.
- 2.26. “Parties” means the Representative Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant Onsite Mammography, LLC, d/b/a Onsite Women’s Health.
- 2.27. “Parties’ Counsel” means Interim Co-Lead Counsel and Defendant’s Counsel.
- 2.28. “Person(s)” means any individual, corporation, trust, partnership, limited liability company or other legal entity and their respective predecessors, successors, or assigns.
- 2.29. “Private Information” is intended to be broadly construed and includes any information that could be used to identify, locate, or contact a person (whether on its own or in combination with other information). The term Private Information also includes, without limitation: names, addresses, dates of birth, Social Security numbers, financial information, driver’s license numbers, government-issued identification numbers, health information (expressly including but not limited to Protected Health Information as defined by the Health Insurance Portability and Accountability Act), and any and all other personally identifiable information. For the avoidance of doubt, the term Private Information includes all information that may have been impacted as a result of the Incident.
- 2.30. “Plaintiffs” or “Representative Plaintiffs” means Rose Clarkson, June Mack, Valerie Hicks, Carrie Devers, Theresa Culver, Amy Capodici, Georgeann Roberts, and Pamela Silver.
- 2.31. “Plaintiffs’ Counsel,” “Representative Plaintiffs’ Counsel,” “Interim Co-Lead Counsel” or “Class Counsel” means Elena A. Belov of Almeida Law Group LLC, Marc H. Edelson of Edelson Lechtzin LLP and Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C.

- 2.32. “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement Agreement and, among other things, ordering that notice be provided to the Settlement Class, and in the form of, or materially in the form of, the proposed Preliminary Approval Order attached as **Exhibit E**.
- 2.33. “Related Entities” means Defendant’s past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint ventures, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them, other than any individual who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Incident or who pleads nolo contendere to any such charge.
- 2.34. “Released Claims” means any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including but not limited to monetary sanctions, penalties or damages for contempt, injunctive or declaratory relief, mandamus, rescission, reformation, restitution, disgorgement, constructive trust, general, direct, compensatory, exemplary, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any

and all claims for treble damages, statutory damages, penalties, interest, attorneys' fees, costs, or expenses, whether known or unknown (including Unknown Claims), suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to or are connected in any way with the Incident, any legal, factual, or other allegations in the Action, or any theories of recovery that were, or could have been, raised at any point in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal, or administrative body (including but not limited to any state, local, or federal regulatory body). For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States; causes of action under the common or civil laws of the United States or any state in the United States, including but not limited to: negligence, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, invasion of privacy, and unjust enrichment; any causes of action based on privacy rights provided for under the Constitution of the United States or of any state in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court or administrative agency of the United States, for damages, injunctive relief, restitution, mandamus, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

- 2.35. “Released Party” or “Released Parties” means Defendant, the Related Entities and each of their past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them, and includes without limitation, any Person related to any such entities who is, or could have been named as a defendant in the Action.
- 2.36. “Releasing Party” or “Releasing Parties” means the Representative Plaintiffs and all Settlement Class Members who do not timely and validly opt out of the Settlement, and all of their agents, heirs, estates, assigns, and any other Person or Entity acting, or purporting to act, on their behalf.
- 2.37. “Remainder Funds” means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund provided for in this Settlement Agreement. The funds remaining in the Settlement Fund after settlement payments have been distributed and the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to one or more Court-approved charitable organization(s) as a *cy pres* distribution. Class Counsel will recommend the entity or entities to the Court that will be the recipient(s) of the *cy pres* distribution.

- 2.38. “Service Awards” means the amount awarded by the Court and paid to the Representative Plaintiffs in recognition of their role in the Action, as set forth in Section 4 of this Settlement Agreement.
- 2.39. “Settlement Administrator” means EisnerAmper. A different Settlement Administrator may be substituted if approved by order of the Court.
- 2.40. “Settlement Claims” means any claim or request for settlement benefits provided for in this Settlement Agreement.
- 2.41. “Settlement Class” means all individuals residing in the United States whose Private Information may have been impacted by the Incident. The Settlement Class shall not include (1) Defendant, Defendant’s current or former parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which Defendant or its parents has a controlling interest, or any of their current or former officers and directors; (2) all judges presiding over the Action and members of their families; (3) persons who properly execute and file a timely request for exclusion from the Settlement Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; and (5) the legal representatives, successors, and assigns of any such excluded person. Defendant represents that the Settlement Class contains approximately 357,265 individuals.
- 2.42. “Settlement Class Member” means any person who is within the definition of the Settlement Class.
- 2.43. “Settlement Class Payments” means the amount remaining in the Settlement Fund after payment of all (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; and (iv) Attorneys’ Fee Award and Expenses to be allocated

to Settlement Class Members's claims for (1) Credit and Medical/Healthcare Data Monitoring; (2) Reimbursement for Out-of-Pocket Losses up to \$5,000 and (3) a *Pro Rata* Cash Payment.

- 2.44 "Settlement Fund" means the Two Million, Five Hundred Twenty-Five Thousand Dollars and No Cents (\$2,525,000.00) that Defendant shall cause to be paid pursuant to Section 3 of this Settlement Agreement.
- 2.45. "Settlement Fund Account" means the account described in Section 3.2 of this Settlement Agreement.
- 2.46. "Settlement Website" means the Internet website, at URL address [www.OnsiteSettlement.com](http://www.OnsiteSettlement.com), to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and any requests for exclusion from the Settlement, and provides access to relevant case documents, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.
- 2.47. "Short Notice" means the short form notice attached as **Exhibit A** or substantially similar to the short form notice attached as Exhibit A.
- 2.48. "Taxes" means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties' Counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement

Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

2.49. “Unknown Claims” means any and all Released Claims that any Representative Plaintiff or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

The Representative Plaintiffs and Interim Co-Lead Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims is a material element of the Settlement Agreement of which this release is a part.

### **3. Settlement Fund**

- 3.1. The Settlement Fund shall consist of a non-reversionary fund of Two Million, Five Hundred Twenty-Five Thousand Dollars and No Cents (\$2,525,000.00), which shall be paid as follows:
  - 3.1.1. Within twenty-one (21) Days of the Preliminary Approval Order, and contingent upon Defendant's Counsel's prior receipt of (1) a signed Form W-9 for the Settlement Fund Account, and (2) Plaintiffs' counsel's verbal confirmation of wire instructions, Defendant will pay or cause to be paid Three Hundred Thousand Dollars (\$300,000.00) into the Settlement Fund Account to pay for Notice and Administrative Expenses, which amount will be credited towards the \$2,525,000.00 total amount of the Settlement Fund.
  - 3.1.2. Within twenty-one (21) Days of the Effective Date, and contingent upon Defendant's Counsel's prior receipt of (1) a signed Form W-9 for the Settlement Fund Account, and (2) Plaintiffs' counsel's verbal confirmation of wire instructions, Defendant shall deposit or cause to be deposited the remaining balance of the Settlement Fund (Two Million, Two Hundred Twenty-Five Thousand Dollars and No Cents, \$2,225,000.00) into the Settlement Fund Account.
- 3.2. The Settlement Fund shall be deposited into an interest-bearing Qualified Settlement Fund Account, established and maintained by the Settlement Administrator, for the benefit of the Settlement Class.
- 3.3. The Settlement Fund shall be used to pay for: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; Service Awards; (iii) Attorneys' Fee Award and Expenses; and (iv) Settlement Class Payments. In no event shall Defendant be obligated to pay more than Two Million, Five Hundred Twenty-Five Thousand Dollars and No Cents (\$2,525,000.00) in connection with the Settlement Agreement.

- 3.4. All Taxes relating to the Settlement Fund Account shall be considered to be a Notice and Administrative Expense of the Settlement, and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund Account shall indemnify and hold harmless the Parties and the Parties' Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).
- 3.5. Distribution of Settlement Payments: The Settlement is designed to exhaust the Settlement Fund. The Settlement Fund shall be used to make payments for the following and disbursed in the following order: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Fees, (iii) Service Awards; (iv) Attorneys' Fee Award, and (v) Settlement Class Payments. Settlement Class Payments for Approved Claims will be disbursed to Settlement Class Members in the following order: (i) Out-of-Pocket Losses, (ii) CMIS (as defined below), and (iii) *Pro Rata* Cash Payments.

#### **4. Settlement Benefits**

- 4.1. All Settlement Class Members who submit a valid and timely Approved Claim using the Claim Form, which is attached as **Exhibit C** to this Settlement Agreement, are eligible to receive:
- 4.2. Reimbursement for Out-of-Pocket Losses. All Settlement Class Members may submit a claim for Out-of-Pocket Losses as set forth herein up to a total of Five Thousand Dollars (\$5,000.00) per individual. The Settlement Fund will be used to pay valid and timely submitted Settlement Claims for each of the following categories:
- 4.2.1. "Out-of-Pocket Losses" are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member in responding to the Incident and/or notice of the Incident. Out-

of-Pocket Losses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs.

4.2.2. Settlement Class Members who elect to submit a claim for reimbursement of Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim as set forth in the Claim Form, including but not limited to: (1) the Settlement Class Member's name and current address; (2) documentation supporting the unreimbursed cost(s), loss(es), or expenditure(s); and (3) a brief description of the documentation describing the nature of the cost(s), loss(es), or expenditure(s), if the nature of the cost(s), loss(es), or expenditure(s) are not apparent from the documentation alone. Documentation supporting Out-of-Pocket Losses may include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the cost(s), loss(es), or expenditure(s) incurred. "Self-prepared" documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation. If the Settlement Administrator denies the claim for Out-of-Pocket Losses, the claim will automatically be converted to *Pro Rata* Cash Payment.

4.3. *Pro Rata* Cash Payments. Settlement Class Members may make a claim for a *pro rata* Cash Payment ("*Pro Rata* Cash Payment") in addition to Out-of-Pocket Losses, which may be increased or decreased depending upon the number of claims made and approved. Settlement Class Members who make a claim for a *Pro Rata* Cash Payment shall also be

entitled to make a claim for Out-of-Pocket Losses as described above. Payments for approved *Pro Rata* Cash Payment claims shall be made from amount remaining in the Settlement Fund after payment of all (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; (iv) Attorneys' Fee Award and Expenses, and (v) Approved Claims for Out-of-Pocket Losses; and (vi) Approved Claims for CMIS (as defined below).

- 4.4. Credit and Medical/Healthcare Data Monitoring and Insurance Services ("CMIS"). Settlement Class Members, regardless of whether they make a claim for Out-of-Pocket Losses or a *Pro Rata* Cash Payment may elect to claim three (3) years of CMIS, equivalent to CyEx Medical Shield Complete, which includes three credit bureau monitoring services and \$1 million in identity theft insurance. Said CMIS benefits will be available to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from Onsite. Class Members will be permitted to postpone activation of their CMIS settlement benefit for up to at least 12 months. A unique redemption code allowing Settlement Class Members to enroll in CMIS will be sent to each Settlement Class Member who submits an Approved Claim for such services.
- 4.5. Service Awards. Subject to Court approval, Defendant shall not object to a request for a Service Award in the amount of the Three Thousand and Five Hundred Dollars (\$3,500.00) to each of the Representative Plaintiffs, to be paid from the Settlement Fund.
- 4.6. Settlement Class Members requesting any benefits under the Settlement must complete and submit either a hard copy or online Claim Form to the Settlement Administrator, postmarked or electronically submitted on or before the Claims Deadline. For Settlement Class Members who submit a claim for Out-of-Pocket Losses, the Claim Form must be

verified by the Settlement Class Member with an attestation that the Settlement Class Member believes that the unreimbursed cost(s), loss(es), and/or expenditure(s) were incurred as a result of the Incident and/or notice of the Incident.

- 4.7 Residual Cash Payment. The Settlement is designed to exhaust the Settlement Fund. Settlement Class Payments will be paid via electronic payment or check mailed to the Settlement Class Member. Settlement Class Members will have ninety (90) days to cash the checks or electronically receive the payments, after which any uncashed checks will be void and the ability to receive electronic payments will expire. If the aggregate value of void checks and lapsed electronic payments makes it feasible to make a second round of payments to Settlement Class Members, provided that the amount is equal to or greater than Ten Dollars and No Cents (\$10.00) , such funds (after decreasing the total by the cost of any anticipated tax reporting requirements and other ancillary expenses) will be disbursed *pro rata* via a second round of payments issued to those Settlement Class Members who successfully received electronic payments or who cashed checks issued during the first round of disbursement. After ninety (90) days of the second disbursement, any uncashed checks will be void and the ability to receive electronic payments will also expire. The aggregate value of void checks and unclaimed electronic payments after the second disbursement (or, if there is no second disbursement, after the first disbursement) and/or remaining funds following the preparation of any required tax documents will be paid to one or more Court-approved charitable organization(s) recommended by Class Counsel as a *cy pres* distribution, subject to approval by the Court. However, if a second disbursement is not feasible to make a second round of payments to Settlement Class Members in an amount equal to or greater than Ten Dollars and No Cents (\$10.00), any

funds remaining in the Settlement Fund will be given directly as a *cy pres* distribution, subject to approval by the Court. For the avoidance of doubt, following payment of the Settlement Fund monies as described in Section 3 of this Settlement Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements.

**5. Confidential Declaration or Affidavit about Incident and Data Security Enhancements**

5.1. Unless otherwise agreed by Plaintiffs' Counsel and Defendant's Counsel, Defendant shall provide a declaration or affidavit attesting to a) facts of the Incident, b) whether it was aware of evidence that the Private Information impacted by the Incident was sold or transferred to a third party, and c) remedial security-related measures that were implemented after the Incident but before the date of the Preliminary Approval Order. Costs associated with these security-related measures were paid by Defendant separate and apart from other Settlement benefits. This declaration will be confidential, as it would be detrimental to Defendant, the Settlement Class, and Settlement Class Members, among others, if specific security protocols Defendant has in place were publicly disclosed. The Parties agree that this declaration will not be filed publicly unless specifically ordered by the Court. If the Court orders such declaration to be filed, the Parties agree they will seek to file it under seal with the maximum safeguards in place.

**6. Preliminary Approval Order and Notice of Final Approval Hearing**

6.1. As soon as practicable following execution of this Settlement Agreement, Representative Plaintiffs and Interim Co-Lead Counsel shall submit this Settlement Agreement to the

Court and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order substantially in the form attached hereto as **Exhibit E**, requesting, among other things:

- 6.1.1. Certification of the Settlement Class for settlement purposes only;
- 6.1.2. Preliminary approval of the Settlement Agreement;
- 6.1.3. Appointment of Interim Co-Lead Counsel as Class Counsel;
- 6.1.4. Appointment of Representative Plaintiffs as Settlement Class Representatives;
- 6.1.5. Approval of a Notice Plan substantially similar to the one attached hereto as **Exhibit D**;
- 6.1.6. Approval of a Short Notice substantially similar to the one attached hereto as **Exhibit A**;
- 6.1.7. Approval of a Long Notice substantially similar to the one attached hereto as **Exhibit B**;
- 6.1.8. Approval of a Claim Form substantially similar to the one attached hereto as **Exhibit C**;  
and
- 6.1.9. Appointment of the Settlement Administrator.
- 6.2. The duties of the Settlement Administrator shall include:
  - 6.2.1. Reviewing, determining the validity of, and processing all Settlement Claims submitted by Settlement Class Members. Specifically, the Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including any documentation that may be necessary to reasonably support amounts claimed as Out-of-Pocket Losses; and (iii) the information submitted would lead a reasonable person to conclude, for a claim for Out-of-Pocket

Losses, that the alleged cost(s), loss(es), expenditure(s), and/or time are fairly traceable to the Incident.

- 6.2.2. The Settlement Administrator may at any time (but is not required to) request from the claimant (including via email) supplemental claim information as the Settlement Administrator may reasonably require to evaluate the Settlement Claim, including documentation requested on the Claim Form and information regarding the claimed cost(s), loss(es), expenditure(s), and/or time. If supplemental claim information is requested, the Settlement Administrator shall give the claimant reasonable time, as determined by the Settlement Administrator's discretion but not exceeding thirty (30) days, to provide the requested supplemental claim information before rejecting the claim.
- 6.2.3. Establishing and maintaining a post office box for, among other things, receiving requests for exclusion from the Settlement;
- 6.2.4. Establishing and maintaining the Settlement Website;
- 6.2.5. Responding to Settlement Class Member inquiries via U.S. mail, email, and/or telephone;
- 6.2.6. Establishing a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries;
- 6.2.7. Paying all Taxes relating to the Settlement Fund and Settlement Fund Account;
- 6.2.8. Receiving and processing all written requests for exclusion from the Settlement and providing copies thereof to the Parties' Counsel. If the Settlement Administrator receives any requests for exclusion or other requests after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to the Parties' Counsel;

- 6.2.9. Providing weekly reports to the Parties' Counsel summarizing the number of claims, written requests for exclusion, objections, and any other information requested by the Parties' Counsel;
- 6.2.10. Within five (5) Days after the Opt-Out Deadline, providing a final report to the Parties' Counsel summarizing the number of written requests for exclusion (i.e., requests to opt out of the Settlement), a list of all individuals who have timely and validly excluded themselves from the Settlement in accordance with the requirements of the Settlement, and any other information requested by the Parties' Counsel;
- 6.2.11. After the Effective Date, processing and transmitting any and all distributions to Settlement Class Members;
- 6.2.12. Prior to the Final Approval Hearing, preparing and executing an affidavit or declaration to submit to the Court that identifies each Settlement Class Member who timely and validly requested exclusion from the Settlement;
- 6.2.13. Performing any other functions that the Parties jointly agree are necessary to accomplish administration of the Settlement.
- 6.3. Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan once approved by the Court.
- 6.4. Interim Co-Lead Counsel shall request that, after notice is completed, the Court hold a Final Approval Hearing and grant final approval of the Settlement set forth herein.

## **7. Notice Plan**

- 7.1. The Settlement Administrator shall be responsible for implementing and executing the Notice Plan once approved by the Court. Within fourteen (14) days after the Court's entry of a Preliminary Approval Order, Defendant shall provide the Settlement Administrator with all contact information for Settlement Class Members, including their U.S. mail addresses and email addresses, if known.
- 7.2. As specified in Section 3.3, all costs incurred by the Settlement Administrator or otherwise relating to providing notice to Settlement Class Members shall be paid from the Settlement Fund.

## **8. CAFA Notice**

- 8.1. Settlement Administrator, acting on behalf of Defendant will serve or cause to be served the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, no later than ten (10) days after this Agreement is filed with the Court. The cost of providing notice pursuant to 28 U.S.C. § 1715 shall be paid from the Settlement Fund as a Notice and Administrative Expense.

## **9. Opt-Outs**

- 9.1. Each individual who wishes to exclude themselves from the Settlement must submit a written request for exclusion to the Settlement Administrator, which shall be postmarked or submitted electronically no later than the Opt-Out Deadline.
- 9.2. The written request for exclusion must:
  - (i) Identify the case name and number of the Action;
  - (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
  - (iii) Be personally signed by the individual seeking exclusion;
  - (iv) Include a statement clearly indicating the individual's intent to be excluded from the Settlement; and
  - (v) Request exclusion only for that one individual whose personal signature appears on the request.

- 9.3. Opt-Out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.
- 9.4. Any individual who submits a valid and timely request for exclusion in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement Agreement; (ii) be entitled to any relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.
- 9.5. Any individual who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class. Any individuals who submit a valid and timely request to be excluded from the Settlement Class, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All individuals within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth herein shall be bound by the terms of this Settlement Agreement.

## **10. Objections**

- 10.1. Any Settlement Class Member who wishes to object to the Settlement must submit a written objection electronically or by first-class postage prepaid to the Court on or before the Objection Deadline, as specified in the Preliminary Approval Order.
- 10.2. The written 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 identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- d. a list of all expert witnesses who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- e. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- f. the objector's signature (or, if represented by counsel, an attorney's signature).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

10.3. Any Objector may be subject to discovery upon order of the Court.

10.4. Any Settlement Class Member who fails to object to the Settlement in the manner described herein, in the Preliminary Approval Order, and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement Agreement or the terms of the Settlement Agreement by appeal or any other means.

## **11. Attorneys' Fee Award and Expenses**

11.1. The Parties did not discuss the payment of Attorneys' Fee Award and Expenses until after the substantive terms of the Settlement Agreement had been agreed upon, other than that the Settlement Fund would be used to pay reasonable Attorneys' Fee Award and Expenses as may be agreed to by Defendant and Interim Co-Lead Counsel, or, in the event of no

agreement, then as ordered by the Court. Defendant and Interim Co-Lead Counsel have agreed to the following:

- 11.2. Defendant agrees not to oppose any request to the Court by Interim Co-Lead Counsel for an award of Attorneys' Fees in an amount not to exceed 1/3 of the Settlement Fund and Expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), subject to Court approval. Any request for Attorneys' Fee Award and Expenses must be filed with the Court no later than fourteen (14) days before the Objection Deadline. The Settlement Administrator shall pay any Attorneys' Fee Award and Expenses approved by the Court, from the Settlement Fund, within three (3) days after the Effective Date.
- 11.3. If this Agreement is terminated or otherwise does not become final (e.g., disapproval by the Court or any other court of competent jurisdiction), Defendant shall have no obligation to pay Attorneys' Fee Award or Expenses and shall only be required to pay any Notice and Administrative Expenses already incurred. Under no circumstances will Interim Co-Lead Counsel or any Settlement Class Member be liable for any Notice and Administrative Expenses.
- 11.4. Any award of Attorneys' Fee Award and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' Fee Award and Expenses awarded by the Court to Interim Co-Lead Counsel or Representative Plaintiffs shall affect the finality of the Settlement or constitute grounds for cancellation or termination of this Settlement Agreement.

## **12. Conditions of Settlement, Effective Date, Cancellation or Termination**

- 12.1. The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred:
- 12.1.1. The Parties execute this Agreement;
  - 12.1.2. The Court enters the Preliminary Approval Order without material change to the Parties' agreed-upon proposed Preliminary Approval Order attached as **Exhibit E**, which shall include approval of the Notice Plan;
  - 12.1.3. Notice is provided to the Settlement Class in accordance with the Preliminary Approval Order and Notice Plan;
  - 12.1.4. The Court enters the Final Approval Order and Judgment;
  - 12.1.5. The Final Approval Order and Judgment has become final because: (i) no objections to the Settlement have been filed and therefore no individual has standing to appeal the Final Approval Order; (ii) if an individual has objected, the time for appeal, petition, rehearing, or other review has expired; or (iii) if any appeal, petition, or request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change, or the appeal is dismissed or otherwise disposed of, and no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, and requests for rehearing or other review has expired.
  - 12.1.6 Defendant may, in its sole discretion, terminate this Agreement if more than five hundred (500) Settlement Class Members submit valid and timely requests to exclude themselves from the Settlement, as agreed to by the Parties (and submitted to the Court for *in camera* review, if requested by the Court). If Defendant elects to terminate the Settlement pursuant to this Paragraph 12.1.6, it shall provide written notice to Class Counsel no later than ten (10) Days after the Opt-Out Deadline.

- 12.2. In the event that the Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated or void in accordance with its terms: (i) the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue) and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to the Parties; and (ii) the terms and provisions of the Settlement Agreement shall be void and have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of Attorneys' Fee Award and Expenses shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred for Notice and Administrative Expenses and shall not, at any time, seek recovery of the same from any other Party in the Action or from counsel to any other Party to the Action.
- 12.3. This Settlement Agreement may be terminated and/or cancelled by any of the Parties if: (i) the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily approve or finally approve the Settlement Agreement, apart from the award of Attorneys' Fee Award and Expenses; (ii) an appellate court reverses the Preliminary Approval Order and/or Judgment, and the Settlement Agreement is not reinstated and

finally approved without material change by the Court on remand; or (iii) the Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, or the Settlement Agreement, apart from the award of Attorneys' Fee Award and Expenses.

**13. Release**

13.1. Upon the Effective Date, each Releasing Party shall be deemed to have, and by operation of the Final Approval Order and Judgement shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Defendant, the Related Entities, and the Released Parties from all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Releasing Party shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in the Settlement as provided herein) in which any Released Claim is asserted.

**14. Notices**

14.1. All notices to Interim Co-Lead Counsel provided for in this Agreement shall be sent by email and First-Class U.S. mail to the following:

Elena A. Belov  
**ALMEIDA LAW GROUP LLC**  
849 W. Webster Avenue  
Chicago, Illinois 60614  
elena@almeidawgroup.com

Marc H. Edelson  
**EDELSON LECHTZIN LLP**  
411 S. State Street, Suite N300  
Newtown, PA 18940  
medelson@edelson-law.com

Jonathan S. Mann  
**PITTMAN, DUTTON, HELLUMS,  
BRADLEY & MANN, P.C.**  
2001 Park Place North, Suite 1100  
Birmingham, AL 35203  
jonm@pittmandutton.com

- 14.2. All notices to Defendant or Defendant's Counsel provided for in this Agreement shall be sent by email and First-Class U.S. mail to the following:

Mason N. Floyd  
Peter T. Berk  
**CLARK HILL, PLC**  
130 E. Randolph, Suite 3900  
Chicago, Il 60601  
mfloyd@clarkhill.com  
pberk@clarkhill.com

- 14.3. All notices to the Settlement Administrator provided for in this Agreement shall be sent by email to info@OnsiteSettlement.com or First-Class U.S. mail to the following:

Claims Administrator  
P.O. Box XXXX  
Baton Rouge, LA 70821

- 14.4. The notice recipients and addresses designated in this Section may be changed by written notice posted to the Settlement website.

## **15. Miscellaneous Provisions**

- 15.1. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement; and (iii) agree to exercise their commercially reasonable best efforts to accomplish the terms and conditions of this Settlement Agreement.
- 15.2. The Parties intend for this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settlement compromises claims that are

contested and shall not be deemed an admission by the Parties as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated at arms-length in good faith by the Parties, that it reflects a Settlement that was reached voluntarily after consultation with competent legal counsel, and that for the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Action, except as set forth herein.

- 15.3. Neither this Settlement Agreement, nor the terms and conditions contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal. Neither Defendant's agreement to make the payments into the Settlement Fund under this Agreement, nor the fact of those payments, is or may be deemed to be or may be used as an admission, or evidence, that any of the settlement benefits provided for in Section 4 constitute compensable damages under the law.

If this Settlement Agreement does not become effective or is cancelled or terminated for any reason, the Agreement along with all related communications and documents

exchanged in connection with the Agreement and mediation between the Parties shall be deemed a negotiation for settlement purposes only under Federal Rule of Procedure 408 and will not be admissible in evidence or usable for any purpose whatsoever in the Action or any proceeding between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Parties. Any of the Released Parties may file the Settlement Agreement and/or the Final Approval Order and Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

- 15.4. The terms and conditions of this Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approved by the Court; provided, however, that after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.
- 15.5. This Settlement Agreement constitutes the entire agreement among the Parties hereto, and no representations, warranties, or inducements have been made to any Party concerning the Settlement Agreement, other than the representations, warranties and covenants contained and memorialized herein. No Party has relied on any representation, warranty,

inducement, covenant, or other statement by any other Party or third-party, other than the representations, warranties, inducements, covenants or statements contained and memorialized herein. Except as otherwise provided herein, each Party shall bear its own costs. This Agreement supersedes all previous agreements made between Representative Plaintiffs and Defendant.

- 15.6. Interim Co-Lead Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and are also expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.
- 15.7. The Parties understand that if the facts upon which this Agreement is based are hereafter found to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the release contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that by entering into this Agreement, it is understood and agreed that each Party relies wholly upon their own judgment, belief, and knowledge, and that each Party does not rely on any inducements, promises, or representations other than those contained herein.
- 15.8. If any of the dates or deadlines specified herein falls on a weekend or legal holiday (under federal or Massachusetts law), the applicable date or deadline shall fall on the next business

day. All reference to “Days” in this Agreement shall refer to calendar days unless otherwise specified.

- 15.9. Before filing any motion with the Court raising a dispute arising out of or related to this Agreement, the Parties, through their respective counsel, shall consult with each other in good faith prior to seeking Court intervention.
- 15.10. Parties’ Counsel, or any other individual executing the Settlement Agreement on behalf of the Parties, hereby warrants that such individual(s) have the full authority to do so.
- 15.11. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.
- 15.12. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.
- 15.13. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement Agreement.
- 15.14. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the state of Massachusetts, and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the state of Massachusetts.
- 15.15. The Final Approval Hearing shall be scheduled no earlier than: (i) ninety (90) days after the notices are mailed in compliance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(d); or (ii) fourteen (14) days after the Claims Deadline, whichever is later.
- 15.17. All dollar amounts are in United States Dollars (USD).

**PLAINTIFFS:**

\_\_\_\_\_  
**Rose Clarkson, Plaintiff**

Date: \_\_\_\_\_

\_\_\_\_\_  
**June Mack, Plaintiff**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Valerie Hicks, Plaintiff**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Carrie Devers, Plaintiff**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Theresa Culver, Plaintiff**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Amy Capodici, Plaintiff**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Georgeann Roberts , Plaintiff**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Pamela Silver, Plaintiff**

Date: \_\_\_\_\_

**DEFENDANT:**

\_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:**

\_\_\_\_\_  
Elena A. Belov  
**ALMEIDA LAW GROUP LLC**

Date: \_\_\_\_\_

\_\_\_\_\_  
Marc H. Edelson  
**EDELSON LECHTZIN LLP**

Date: \_\_\_\_\_

\_\_\_\_\_  
Jonathan S. Mann  
**PITTMAN, DUTTON, HELLUMS,  
BRADLEY & MANN, P.C.**

Date: \_\_\_\_\_

# **EXHIBIT A**

**Why am I receiving this notice?** A Settlement has been reached with Onsite Mammography, LLC, d/b/a Onsite Women's Health ("Onsite" or "Defendant") in a class action lawsuit after Defendant discovered that a third-party gained unauthorized access to one Onsite employee's email account (the "Incident"), on or around October 2024. Files containing your private information may have been accessed. Onsite denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available at [www.OnsiteSettlement.com](http://www.OnsiteSettlement.com).

**Who is included in the Settlement?** The Court has defined the class as: "All individuals residing in the United States whose Private Information may have been impacted by the Incident."

**What are the Settlement benefits?** You may submit a Claim Form to request three years of Credit and Medical/Healthcare Data Monitoring and Insurance Services and (a) reimbursement for monetary losses up to \$5,000 and (b) pro rata cash payment. Requirements and instructions may be found at [www.OnsiteSettlement.com](http://www.OnsiteSettlement.com).

**How do I receive a benefit?** To claim the Credit Monitoring and Insurance Services and Pro Rata Cash Payment, simply complete the attached Claim Form, tear at perforation, and return by U.S. Mail. Postage is already paid. To submit a Claim for documented losses, visit [www.OnsiteSettlement.com](http://www.OnsiteSettlement.com) or call 1-XXX-XXX-XXXX. Claims must be submitted online or postmarked by [DATE].

**Who represents me?** The Court has appointed Elena A. Belov, Almeida Law Group LLC, Marc H. Edelson, Edelson Lechtzin LLP and Jonathan S. Mann, Pittman, Dutton, Hellums, Bradley & Mann, P.C. to represent you and the Class ("Class Counsel").

**What if I don't want to participate in the Settlement?** If you do not want to be legally bound by the Settlement, you must exclude yourself by [DATE] or you will not be able to sue Onsite for the claims made in this lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [DATE]. The Settlement Agreement, available at [www.OnsiteSettlement.com](http://www.OnsiteSettlement.com), explains how to object or exclude yourself.

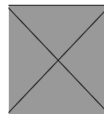
**When will the Court decide whether to approve the Settlement?** The Court will hold a hearing in this case on [DATE] at the United States District Court for the District of Massachusetts, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' up to 1/3 of the Settlement Fund and expenses in an amount not to exceed (\$30,000.00), subject to court approval, and \$3,500.00 for each of the Representative Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY. VISIT [WWW.ONSITESSETTLEMENT.COM](http://WWW.ONSITESSETTLEMENT.COM) OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.**

**BRM**

(No Postage  
Necessary)

**Clarkson, et al. v. Onsite Mammography,  
LLC, d/b/a Onsite Women's Health,**  
Case No. 3:25-cv-11123-MGM



**IF ONSITE MAMMOGRAPHY, LLC  
NOTIFIED YOU THAT YOUR PERSONAL  
INFORMATION MAY HAVE BEEN  
IMPACTED IN AN OCTOBER, 2024 DATA  
INCIDENT,  
A PROPOSED CLASS ACTION  
SETTLEMENT MAY AFFECT YOUR  
RIGHTS, AND ENTITLE YOU TO A CASH  
PAYMENT.**

For more information about the proposed  
class action settlement, including how to  
submit a claim, exclude yourself, or submit an  
objection, please visit

[www.OnsiteSettlement.com](http://www.OnsiteSettlement.com)

or call toll-free 1-**XXX-XXX-XXXX**

*A court has authorized this Notice.  
This is not a solicitation from a lawyer.*

ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID: [claim Id]

[FIRST NAME] [LAST NAME]

[ADDRESS1]

[ADDRESS2]

[CITY] [STATE] [ZIP]

«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return  
by U.S. Mail no later than **DEADLINE**.

Claim ID: «ClaimID»

Only one Claim Form per Class Member.

Check this box if you would like to receive three years of Credit and Medical/Healthcare Data Monitoring and Insurance Services.

Check this box if you would like to receive a *Pro Rata* cash Payment.

Check this box to affirm that the above information is true and correct (**REQUIRED**).

If you wish to make a claim for Out-of-Pocket Losses up to \$5,000. To complete this request, you must either file a Claim online at [www.OnsiteSettlement.com](http://www.OnsiteSettlement.com) or print the full Claim Form found on the Settlement Website and submit the Claim via mail. This is because of the need to submit supporting documentation for this Claim.

How would you like to be paid:

Check **one**:  PayPal  Venmo  Zelle  Virtual Prepaid Card  Check (sent to above address)

Your email address or phone number (**REQUIRED**): \_\_\_\_\_

\*Please provide the email address associated with your PayPal, Venmo or Zelle account, or an email address for the Virtual Prepaid card.

***You must notify the Claims Administrator if your contact information is different from what is shown above, or of changes after you submit this form.***

# **EXHIBIT B**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS,  
CASE NO. 3:25-CV-11123-MGM**

***Clarkson, et al. v. Onsite Mammography, LLC, d/b/a Onsite Women's Health***  
**A court has authorized this notice. This is not a solicitation from a lawyer.**

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**If you were sent notice that your Private Information may have been impacted when an unauthorized third-party gained accessed to an Onsite Mammography, LLC email account, You could be eligible for a Cash Payment and Credit and Medical Data Monitoring from a Class Action Settlement.**

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- You may be eligible to receive reimbursement for Out-of-Pocket Losses, a Pro Rata Cash Payment and Credit and Medical Data Monitoring from a proposed \$ 2,525,000.00 all cash settlement (“Settlement Fund”).
- The lawsuit concerns a data security incident that occurred on or about October, 2024 involving Onsite Mammography, LLC d/b/a Onsite Women’s Health (“Defendant” or “Onsite”) in which a third party gained unauthorized access to one Onsite employee’s email account (the “Incident”). An investigation determined that certain files, which may have included Settlement Class Members’ personally identifiable information (PII) and/or protected health information (PHI) (collectively, “Private Information”), were present in the email account and may have been impacted. Defendant denies any wrongdoing and denies that it has any liability, but it has agreed to settle the lawsuit on a classwide basis.
- The Settlement Class consists of all individuals residing in the United States whose Private Information may have been impacted by the Incident.
- Settlement Class Members will be eligible to receive a Cash Payment and may choose from the following options: Reimbursement for Out-of-Pocket Losses and a Pro Rata Cash Payment. Additionally, Settlement Class members may elect to receive Credit and Medical/Healthcare Data Monitoring and Insurance Services. These benefits are as follows:
  - **Reimbursement for Out-of-Pocket Losses:** Reimbursement for unreimbursed costs, losses, or expenditures up to \$5,000.00 per person, requiring supporting documentation;

**AND**

- **Pro Rata Cash Payments:** In addition to, or in the alternative to, selecting Reimbursement for Out-of-Pocket Losses, a Settlement Class Member may elect to receive a Pro Rata Cash Payment. These Pro Rata Cash Payments will be increased or decreased depending upon the number of claims made and approved.

**AND**

- **Credit and Medical/Healthcare Data Monitoring and Insurance Services (“CMIS”):** You may also elect to submit a claim for three years of CMIS, equivalent to CyEx Medical Shield Complete, which includes three credit bureau monitoring services and \$1 million in identity theft insurance. Said CMIS benefits will be available to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from Onsite. Class Members will be permitted to postpone activation of their CMIS settlement benefit for up to at least 12 months.

	<b>Summary of Legal Rights</b>	<b>Deadline(s)</b>
<b>Submit a Claim Form</b>	The only way to receive a Cash Payment or Credit Monitoring.	Submitted or postmarked on or before [REDACTED], 2026
<b>Exclude Yourself By Opting-Out of the Class</b>	Receive no Cash Payment or Credit Monitoring. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Settlement Class member.	Submitted or postmarked on or before [REDACTED], 2026
<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	You can write to the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on [REDACTED], 2026 about the fairness of the Settlement, with or without your own attorney.	Received on or before [REDACTED], 2026
<b>Do Nothing</b>	Receive no Pro Rata Cash Payment and no Credit Monitoring. You give up rights if you are a Settlement Class member.	No Deadline.

- Your rights and options as a Settlement Class member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.
- For more information or to submit a claim visit [www.OnsiteSettlement.com](http://www.OnsiteSettlement.com) or call 1-###-###-####.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

**What This Notice Contains**

**Basic Information** ..... 3

**Who is in the Settlement** ..... 4

**The Settlement Class Member Benefits—What You Get if You Qualify** ..... 4

**How do You Submit a Claim**..... 5

**What Does Defendants Get**..... 6

**Opting-Out of the Settlement**..... 6

**Objecting to the Settlement** ..... 6

**The Lawyers Representing You**..... 8

**The Court’s Final Approval Hearing** ..... 8

**If You Do Nothing** ..... 9  
**Getting More Information** ..... 9

**BASIC INFORMATION**

**1. Why is there a notice?**

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Hon. Mark G. Mastroianni is overseeing this case captioned as *Clarkson et al. v. Onsite Mammography, LLC, d/b/a Onsite Women’s Health*, Case No. 3:25-cv-11123-MGM. The people who brought the lawsuit are called the Plaintiffs or Representative Plaintiffs. The Plaintiffs are Rose Clarkson, June Mack, Valerie Hicks, Carrie Devers, Theresa Culver, Amy Capodici, Georgeann Roberts, and Pamela Silver. The entity being sued, Onsite Mammography, LLC, d/b/a Onsite Women’s Health, is called the Defendant.

**2. What is this lawsuit about?**

The lawsuit claims that Defendant was responsible for the Incident and asserts claims such as negligence, breach of implied contract, breach of fiduciary duty, invasion of privacy, unjust enrichment, and declaratory judgment.

Defendant denies all material allegations in the Consolidated Amended Class Action Complaint, and all prior complaints, denies wrongdoing of any kind, denies liability on any claims asserted, and further specifically denies liability for all statutory, common law, and contract-related claims alleging it had inadequate data security or failed to properly protect any personal data or respond appropriately to the Incident.

**3. Why is this lawsuit a class action?**

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who opt-out of the Settlement.

**4. Why is there a Settlement?**

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a Settlement Class Member if you are an individual residing in the United States whose Private Information may have been impacted by the Incident and received written notice from the Defendants that your Private Information may have been impacted in the Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are (1) Defendant, Defendant's current or former parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which Defendant or its parents has a controlling interest, or any of their current or former officers and directors; (2) all judges presiding over the Action and members of their families; (3) persons who properly execute and file a timely request for exclusion from the Settlement Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released and; (5) the legal representatives, successors, and assigns of any such excluded person.

### 6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-###-###-#### with questions. You may also write with questions to:

Onsite Settlement Administrator  
P.O. Box XXXX  
Baton Rouge, LA 70821  
[www.OnsiteSettlement.com](http://www.OnsiteSettlement.com)

## THE SETTLEMENT CLASS BENEFITS – WHAT YOU GET IF YOU QUALIFY

### 7. What does the Settlement provide?

The Settlement provides that Defendants will pay \$2,525,000.00 for the following: (a) Reimbursement for Out-of-Pocket Losses, which compensates Settlement Class Members up to \$5,000.00 for unreimbursed costs, losses, or expenditures; (b) Pro Rata Cash Payments, which compensates Settlement Class Members with a flat *pro rata* cash payment; (c) three years of Credit and Medical/Healthcare Data Monitoring and Insurance Services at Defendant's expense; (d) all Settlement Administration Costs; and (e) any attorneys' fees and cost awarded by the Court to Class Counsel.

Payments for approved *Pro Rata* Cash Payment claims shall be made from amount remaining in the Settlement Fund after payment of all (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; (iv) Attorneys' Fee Award and Expenses, (v) Approved Claims for Out-of-Pocket Losses; and (vi) Approved Claims for CMIS.

### 8. What benefits are available for under the Settlement?

Settlement Class Members who submit a valid Claim are eligible to receive the following:

**Reimbursement for Out-of-Pocket Losses:** Class Members may be reimbursed for actual, documented, unreimbursed losses resulting from the Incident (up to \$5,000.00 in total) that were incurred on or after October, 2024. To receive a Reimbursement for Out-of-Pocket Loss, a Class Member must provide: (i) the Settlement Class Member's name and current address; (ii) documentation supporting the unreimbursed cost(s), loss(es), or expenditure(s); and (iii) a brief description of the documentation describing the nature of the cost(s), loss(es), or expenditure(s), if the nature of the cost(s), loss(es), or expenditure(s) are not apparent from the documentation alone.

Examples of documented, unreimbursed losses may include:

- costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency;
- other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
- credit monitoring or other mitigative costs.

**Pro Rata Cash Payments:** A *pro rata* Cash Payment may be increased or decreased depending upon the number of claims made and approved. Payments for approved Pro Rata Cash Payment claims shall be made from amount remaining in the Settlement Fund after payment of all (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; (iv) Attorneys' Fee Award and Expenses, and (v) Approved Claims for Out-of-Pocket Losses; and (vi) Approved Claims for CMIS

**Credit and Medical/Healthcare Data Monitoring and Insurance Services ("CMIS"):** Class Members may claim three (3) years of CMIS, equivalent to CyEx Medical Shield Complete, which includes three credit bureau monitoring services and \$1 million in identity theft insurance.

## HOW DO YOU SUBMIT A CLAIM?

### 9. How do I get a benefit?

To receive a settlement benefit under the Settlement, you must complete and submit a Claim Form for that benefit ("Claim"). Every Claim must be made on a form ("Claim Form") available at [www.OnsiteSettlement.com](http://www.OnsiteSettlement.com) or by calling 1-###-###-####. Claim Forms will also be sent to Settlement Class Members as part of the Notice in the form of postcard and tear-off Claim Form that will be mailed. Read the instructions carefully, complete the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

### 10. How will claims be decided?

The Settlement Administrator, will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, then the Claim will be considered invalid and will not be paid.

### 11. When will I get my payment?

The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2026 at \_\_\_\_\_ .m. EST to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for

all the Claim Forms to be processed. Please be patient.

### WHAT DOES DEFENDANT GET?

#### 12. What am I giving up as part of the Settlement?

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not opt-out of the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and others (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Incident. This release is described in the Settlement Agreement, which is available at [www.OnsiteSettlement.com](http://www.OnsiteSettlement.com). If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer at your own expense.

### OPTING-OUT OF THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to opt-out of the Settlement Class. This is sometimes referred to as “opting-out” of the Settlement Class.

#### 13. If I exclude myself, can I get a payment from this Settlement?

No. If you opt-out, you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

#### 14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue Defendant (and any other Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you want to exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

#### 15. How do I Opt-Out of the Settlement?

To opt-out, complete your exclusion request electronically at [www.onsitesettlement.com](http://www.onsitesettlement.com), or send a written request that says you want to be excluded, or opt-out, from the Settlement in *Clarkson, et al. v. Onsite Mammography, LLC, d/b/a Onsite Women’s Health*, Case No. 3:25-cv-11123-MGM (U.S. District Court for the District of Massachusetts). The letter must: (a) Identify the case name and number of the Action; (b) Identify the name and address of the individual seeking exclusion from the Settlement; (c) Be personally signed by the individual seeking exclusion; and (d) Include a statement clearly indicating the individual’s intent to be excluded from the Settlement; and (e) Request exclusion only for that one individual whose personal signature appears on the request. You must submit your request online or mail your opt-out request postmarked by [REDACTED], 2026, to:

**Onsite Settlement Administrator**

Attn: Exclusion Request

P.O. Box XXXX

Baton Rouge, LA 70821

### OBJECTING TO THE SETTLEMENT

#### 16. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the

Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must submit a timely written notice of an objection in the appropriate form. It must be filed with or submitted to the Clerk of the Court, on or before the Objection Deadline: [Month, Date], 2026. Objections must also be served concurrently with their filing upon Proposed Class Counsel and counsel for Defendant. The address for the Clerk of Court is 1 Courthouse Way Boston, MA 02210.

Your objection must be written and must include all of the following:

- 1) the objector’s full name, mailing address, telephone number, and email address (if any);
- 2) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of the original notice of the Incident);
- 3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- 4) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- 5) a list of all expert witnesses who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- 6) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- 7) the objector’s signature (or, if represented by counsel, an attorney’s signature).

<b>United States District Court for the District of Massachusetts</b>	<b>Class Counsel</b>
<p style="text-align: center;">Clerk of Court 1 Courthouse Way Boston, MA 02210</p>	<p style="text-align: center;">Elena A. Belov <b>ALMEIDA LAW GROUP LLC</b> 849 W. Webster Avenue Chicago, Illinois 60614 elena@almeidalawgroup.com</p> <p style="text-align: center;">Marc H. Edelson <b>EDELSON LECHTZIN LLP</b> 411 S. State Street, Suite N300 Newtown, PA 18940 medelson@edelson-law.com</p> <p style="text-align: center;">Jonathan S. Mann <b>PITTMAN, DUTTON, HELLUMS, BRADLEY &amp; MANN, P.C.</b> 2001 Park Place North, Suite 1100 Birmingham, AL 35203 jonm@pittmandutton.com</p>
<b>Defendant’s Counsel</b>	<b>Settlement Administrator</b>
<p style="text-align: center;">Mason N. Floyd Peter T. Berk <b>CLARK HILL, PLC</b> 130 E. Randolph, Suite 3900</p>	<p style="text-align: center;">Onsite Settlement Administrator P.O. Box XXXX Baton Rouge, LA 70821</p>

Chicago, IL 60601 mfloyd@clarkhill.com pberk@clarkhill.com	
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### 17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Opting-out is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any of the Settlement Class Member Benefits from the Settlement. If you opt-out, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

## THE LAWYERS REPRESENTING YOU

### 18. Do I have a lawyer in this case?

Yes. The Court appointed Elena A. Belov of Almeida Law Group LLC, Marc H. Edelson of Edelson Lechtzin LLP and Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. as Class Counsel to represent the Class. Their contact information is listed above in Question 16.

If you want to be represented by your own lawyer, then you may hire one at your own expense.

### 19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to 1/3 of the Settlement Fund and expenses in an amount not to exceed (\$30,000.00), subject to court approval. This payment for any attorneys' fees and costs to Class Counsel will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Any award for attorneys' fees and costs for Class Counsel must be approved by the Court. The Court may award less than the amount requested. Class Counsel's Motion for Final Approval of the Settlement will be filed no later than [REDACTED], 2026, which will include their application for attorneys' fees and costs. The Motion for Final Approval will be posted on the Settlement Website.

## THE COURT'S FINAL APPROVAL HEARING

### 20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] m. ET on [REDACTED], 2026, at the United States District Court for the District of Massachusetts, or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees, reasonable costs and expenses, and any service awards. After the hearing the Court will decide whether to approve the

Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking [www.OnsiteSettlement.com](http://www.OnsiteSettlement.com) or calling 1-###-###-####.

#### 21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

#### 22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **filed** with or submitted to the Clerk of the Court and/or Class Counsel and/or Defense Counsel, no later than [REDACTED], 2026. See Question 16 for further details on the requirements for submitting an objection to the Settlement.

### IF YOU DO NOTHING

#### 23. What happens if I do nothing?

If you do nothing, you will not get a Cash Payment or Credit Monitoring from this Settlement. If the Settlement is granted Final Approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the other Released Parties based on any of the Released Claims related to the Incident, ever again.

### GETTING MORE INFORMATION

#### 24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.OnsiteSettlement.com](http://www.OnsiteSettlement.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-###-###-####.

This Notice is approved by the United States District Court for the District of Massachusetts. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.

# **EXHIBIT C**

**Onsite Settlement  
Administrator  
P.O. Box XXXX  
Baton Rouge, LA 70821**

**Your Claim Form  
must be postmarked or  
submitted online no  
later than [deadline]**

*Clarkson, et al. v. Onsite Mammography, LLC, Case. No. 3:25-cv-11123-MGM*  
**CLAIM FORM**

**You are a member of the Settlement Class and eligible to submit a Claim Form if:**

You are a U.S. resident who whose personally identifiable information (PII) and/or protected health information (PHI) (collectively, "Private Information"), may have been impacted by the Incident, including all those individuals who received notice of the breach.

The easiest way to submit a Claim Form is online at: [www.OnsiteSettlement.com](http://www.OnsiteSettlement.com), or you can complete and mail this Claim Form to the mailing address above.

**SETTLEMENT BENEFITS – WHAT YOU MAY GET**

**You may submit a Claim for one or more of these benefits:**

**(1) Pro Rata Cash Payment.** You may elect to receive Pro Rata Cash Payment. No documentation is required to make this Claim. Pro Rata Cash Payment will be paid from the Net Settlement Fund after Approved Claims for Out-of-Pocket Losses, followed by Approved Claims for Credit Monitoring Services

**AND**

**(2) Out-of-Pocket Losses.** All Settlement Class Members may submit a Claim Form for a Settlement Payment up to \$5,000.00 per Settlement Class Member by submitting reasonable documentation of losses related to the Data Incident.

You must provide the Settlement Administrator with the information required to evaluate the claim, including:

- (1) the Settlement Class Member's name and current address;
- (2) documentation supporting their claim;
- (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and
- (4) whether the Settlement Class Member has been reimbursed for the loss by another source.

Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

**AND**

**(3) Credit and Medical/Health Data Monitoring and Insurance Services ("CMIS").** Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive three (3) years of CMIS regardless of whether they also make a Claim for a Settlement Payment.

**Claims must be submitted online or mailed by [deadline].  
Use the address at the top of this form to mail your Claim Form.**

**QUESTIONS? VISIT [WWW.ONSITSETTLEMENT.COM](http://WWW.ONSITSETTLEMENT.COM) OR CALL TOLL-FREE 1-XXX-XXX-XXXX**

**YOUR INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

<b>First Name</b>	<b>Last Name</b>	
<b>Street Address</b>		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Email Address</b>	<b>Telephone Number</b>	<b>Notice ID, if known</b>

**PRO RATA CASH PAYMENT**

All Settlement Class Members may submit a Claim to receive a **Pro Rata Cash Payment**. Pro Rata Cash Payment will be paid from the Net Settlement Fund after Approved Claims for Out-of-Pocket Losses, followed by Approved Claims for Credit Monitoring Services.

Check this box if you wish to receive a Pro Rata Cash Payment.

**OUT-OF-POCKET LOSSES**

Check this box if you are requesting compensation for **Out-of-Pocket Losses** up to a total of \$5,000.00.

**You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

*Complete the chart below describing the supporting documentation you are submitting.*

<i>Description of Documentation Provided</i>	<i>Amount</i>	<i>Date</i>
<i>Example: Receipt for credit repair services</i>	<i>\$100</i>	<i>MM/DD/YYYY</i>
<b>TOTAL AMOUNT CLAIMED:</b>		

**CREDIT MONITORING SERVICES (“CMIS”)**

Each Settlement Class Member may elect to receive three (3) years of CyEx Medical Shield Complete regardless of whether they also make a Claim for a Settlement Payment.

If elect to receive Credit and Medical/Health Data Monitoring and Insurance Services and your Claim is approved, the Settlement Administrator will e-mail your enrollment code after Final Approval to the email address provided on page two.

Check this box if you wish to receive Credit and Medical/Health Data Monitoring and Insurance Services.

**PAYMENT SELECTION**

Please select **one** of the following payment options:

**PayPal** - Enter your PayPal email address: \_\_\_\_\_

**Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ or Email Address: \_\_\_\_\_

**Physical Check** - Payment will be mailed to the address provided on this form.

**ATTESTATION & SIGNATURE**

I swear and affirm under penalty of perjury that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

ROSE CLARKSON, JUNE MACK, VALERIE  
HICKS, CARRIE DEVERS, THERESA CULVER,  
AMY CAPODICI, GEORGEANN ROBERTS, and  
PAMELA SILVER, behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

ONSITE MAMMOGRAPHY, LLC, d/b/a  
ONISITE WOMEN'S HEALTH,

Defendant.

Civil Action No. 3:25-cv-11123-MGM

**DECLARATION OF RYAN ALDRIDGE REGARDING NOTICE PLAN**

I, Ryan Aldridge, hereby declare and state as follows:

1. I am a Partner at the proposed Settlement Administrator, Eisner Advisory Group, LLC (“EisnerAmper”), a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. We were asked by Counsel to review and execute the proposed Notice Plan in the above-referenced matter (the “Action”).<sup>1</sup> The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

2. We have undertaken the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a

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<sup>1</sup> All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

wide array of subject matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust, insurance, and healthcare. The accomplished members of our team possess extensive experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs. The courts have consistently acknowledged both the credibility of our team and the effectiveness of our class action notice plans. Attached hereto is a curriculum vitae as **Exhibit A**.

3. EisnerAmper and all applicable subsidiaries maintain their network environment with a managed data center provider with locations exclusively in the U.S. The environment is protected at the perimeter with next-generation firewalls, DMZ, and 24/7 Intrusion Detection & Prevention services. System patching and vulnerability remediation are fully automated. User access rights are assigned under the Principle of Least Privilege with enforcement via zero trust micro-segmentation, strict group access permissions, and disabled local administrator rights. All remote connections require multifactor authentication. All internal data is encrypted using TLS 1.3 in transit, and AES256 or higher at rest. The Technology and Human Resources teams maintain a direct connection between the network access management system and HR system, so user provisioning/deprovisioning for new hires and terminations is automatic. All users receive mandatory Information Security and Social Engineering training on an annual basis.

### OVERVIEW

4. Based on our review of the Settlement Agreement, the proposed Settlement Class consists of:

All individuals residing in the United States whose Private Information may have been impacted by the Incident.

5. Excluded from the Settlement Class are (1) Defendant, Defendant's current or former parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which Defendant or its parents has a controlling interest, or any of their current or former officers and directors; (2) all judges presiding over the Action and members of their families; (3) persons who properly execute and file a timely request for exclusion from the

Settlement Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; and (5) the legal representatives, successors, and assigns of any such excluded person.

6. The objective of this Notice Plan is to ensure the delivery of the most feasible and effective notice to the Settlement Class, in compliance with the provisions set forth in Fed. R. Civ. P. 23. Consequently, it is my opinion that the ensuing Notice Plan satisfies due process.

### **PROPOSED NOTICE PLAN**

7. Defendant represents the estimated total size of the Settlement Class is approximately 357,256 individuals. Upon preliminary approval of the Settlement Agreement, Defendant will provide the Settlement Administrator with the name and physical address, where available, of each Settlement Class Member (collectively, "Class Member Information") that Defendant possess.

### **Direct Mail Notice**

8. The Short Notice, attached as Exhibit A of the Settlement Agreement, will provide written notice via United States Postal Service ("USPS") First Class Mail to the Settlement Class identified in the Class Member Information list. The Short Notice includes (a) a "tear-off" Claim Form with prepaid return postage, (b) the web address to the case website for access to additional information, (c) a description of the rights and options as a Settlement Class Member and the dates by which to act on those options, and (d) the date of the Final Approval Hearing. Prior to mailing, all mailing addresses will be checked against the National Change of Address ("NCOA") database maintained by USPS to ensure the accuracy and currency of Class Member address information for proper formatting and mail delivery.<sup>2</sup> Additionally, the addresses will be validated through the Coding Accuracy Support System ("CASS") to uphold zip code precision, while Delivery Point Validation ("DPV") will be employed to verify address accuracy. In the event that

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<sup>2</sup> The NCOA database is maintained by the USPS and consists of approx. 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months.

NCOA provides a more current mailing address for a Settlement Class Member, we will update the address accordingly. In instances where a Short Notice is returned with forwarding address information, we will re-send to the newly provided address. For any Short Notices that are returned as undeliverable, we will utilize standard skip-tracing techniques to obtain forwarding address information. If skip-tracing yields an alternative forwarding mailing address, we will re-mail the notice to the address identified through the skip-tracing process.

### **Settlement Website**

9. EisnerAmper will create and maintain a website dedicated to this Settlement ([www.OnsiteSettlement.com](http://www.OnsiteSettlement.com)). The Settlement Website address will be prominently included in Short and Long Form Notices (collectively, the “Notices”). The Notices, along with other relevant documents such as the Settlement Agreement, the Preliminary Approval Order, and other relevant case documents, including the claim form, will be posted on the Settlement Website for Settlement Class Members to review and download. The Settlement Website will also provide the ability to file claims electronically, submit requests for exclusion from the Settlement, and will include relevant dates, answers to frequently asked questions, instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement Agreement, contact information for the Settlement Administrator, and other case-related information. The application for Attorneys’ fees and final notice of judgment will be posted to the website once available.

### **Dedicated Toll-Free Hotline**

10. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per week. The hotline will utilize an interactive voice response (“IVR”) system where Settlement Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions. Settlement Class Members will also have the option to leave a voicemail and receive a call back from the Settlement Administrator.

### **Requests for Exclusion**

11. Settlement Class Members that want to exclude themselves from the Class may

submit a request for exclusion electronically through the Settlement Website or by mail to a dedicated Post Office Box that we will maintain. We will monitor all mail delivered to that Post Office Box and will track all exclusion requests received, which will be provided to the Parties.

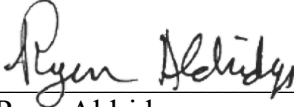
**CONCLUSION**

12. The proposed Notice Plan encompasses individualized direct notice written in accordance with plain language guidance – to all members of the Class who can be identified through reasonable efforts. This Notice Plan will provide the best notice that is practicable under the circumstances.

13. It is my opinion, based on my experience, as well as the expertise of my team, that this method of focused notice dissemination provides effective notice in this Action, will provide the best notice that is practicable, adheres to Fed. R. Civ. P. 23, follows the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its “desire to actually inform” requirement.<sup>3</sup>

**CERTIFICATION**

I, Ryan Aldridge, declare under the penalty of perjury under the laws of the State of Massachusetts that the foregoing is true and correct. Executed on this 6th day of March, 2026, in Baton Rouge, Louisiana.

  
\_\_\_\_\_  
Ryan Aldridge

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<sup>3</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950)

# **Exhibit A**



# Class & Mass Action Settlement Administration

## Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims.

## Sample Case Experience\*



### Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



### Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



### Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)<sup>4</sup>
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



### Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)<sup>1</sup>
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)<sup>1</sup>
- In re: Paraquat Products Liability Litigation (MDL 3004)<sup>1</sup>
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)<sup>2</sup>
- Essure Product Liability Settlement<sup>3</sup>
- Porter Ranch (JCCP 4861)



### Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



### Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



### Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

<sup>4</sup>Work performed as Postlethwaite & Netterville, APAC (P&N)

<sup>1</sup>Services provided in cooperation with the Court-Appointed Special Master

<sup>2</sup>Appointed As Common Benefit Trustee

<sup>3</sup>Inventory Settlement

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.



## Claims Administration Experience

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### SAMPLE JUDICIAL COMMENTS

- ***Brim v. Prestige Care Inc Data Breach***, Case No. 3:24-cv-05133-BHS (W.D. WA), Judge Benjamin H. Settle ruled on April 21, 2025:

*The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the nature of the Action, (ii) the definition of the class certified, (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who timely requests exclusion; (vi) the time and manner for requesting exclusion; the binding effect of a class judgment on members under Rule 23(c)(3); (vii) Class Counsel's motion for a Fee Award and Expenses, (viii) Class Representatives' motion for Service Awards, (ix) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Expenses, and/or Class Representatives' motion for Service Awards; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23 and the United States Constitution (including the Due Process Clause), and all other applicable law and rules.*

- ***Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc., et al.***, Case No. 2:18-cv-7889 (E.D. La.), Judge Susie Morgan ruled on March 26, 2025:

*Notices given to Class Members and all other interested parties throughout this proceeding with respect to the certification of the Class, the proposed Settlement, and all related procedures and hearings, including, without limitation, the notices to putative Class Members and others, were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties of the pendency of the action, the certification of the Class, the Settlement Agreement and its contents, the proof of claim process, Class Members' right to be represented by private counsel, at their own costs, and Class Members' right to appear in Court to have their objections heard, and to afford Class Members an opportunity to exclude themselves from the Class and to object to the Settlement Agreement. Such notices complied with all requirements of the federal and state constitutions, including the due process clauses, and Rule 23 of the Federal Rules of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined[.]*

- **Milan, et al. v. Clif Bar and Company**, Case No. 1:18-cv-02354 (N.D. Cal.), Judge James Donato ruled on March 21, 2025:

*The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.*

- **In Re: Hapy Bear Surgery Center Data Security Incident Litigation**, Case No. VCU307987 (Cal. Super. Ct.), Judge Gary Johnson ruled on March 3, 2025:

*The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.*

- **Tecku v. Yieldstreet, Inc.**, Case No. 1:20-cv-07327-VM-SDA (S.D.N.Y.), Judge Victor Marrero ruled on February 21, 2025:

*In accordance with the Court's Preliminary Approval Order, the Court hereby finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons and entities entitled to such notice....The notice of the pendency and proposed Settlement of the Action given to the Settlement Class was the best notice practicable under the circumstances, including the individual and direct notice by both U.S. mail and email to all Members of the Settlement Class based on contact information supplied by each member of the Settlement Class to Yieldstreet. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.*



- ***In re Kannact, Inc. Data Security Incident***, Case No. 6:23-cv-1132-AA (D. Or.), Judge Ann Aiken ruled on January 22, 2025:

*The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process. The fact that the Notices reached 86.59% of the Settlement Class indicates that the Notice program was successful and consistent with Fed. R. Civ. P. 23 and due process.*

- ***Webb, et al. v. Injured Workers Pharmacy, LLC***, Case No. 1:22-cv-10797-RGS (D. Mass.), Judge Richard G. Stearns ruled on January 16, 2025:

*The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.*

- ***Tracey, et al. v. Elekta, Inc., et al.***, Case No. 1:21-cv-02851 (N.D. Ga.), Judge Steven D. Grimberg ruled on January 7, 2025:

*The distribution, form, and content of the Notice has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.*

- ***Meholic, et al. v. Seattle Arena Company***, Case No. 24-2-06283-1 (Wash. Super. Ct.), Judge Lindsey M. Teppner ruled on January 3, 2025:

*The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.*



- **Kandel, et al. v. Dr. Dennis Gross Skincare, LLC**, Case No. 1:23-cv-01967 (S.D.N.Y.), Judge Edgardo Ramos ruled on October 31, 2024:

*The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws...The Court finds and determines that the notice procedure carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.*

- **Ayala v. Commonwealth Health Physician Network, et al.**, Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. Com. Pl.), Judge James A Gibbons ruled on October 29, 2024:

*The Court finds that the form, content, and method of giving notice to the Settlement Class, as described in the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including, but not limited to, Pennsylvania Rule of Civil Procedure 1712 and constitutional due process requirements.*

- **M.S. and D.H. v. Med-Data, Inc.**, Case 4:22-cv-00187 (S.D. Tex.), Judge Charles Eskridge ruled on September 11, 2024:

*On December 20, 2023, the Court appointed Settlement Administrator, Postlethwaite & Netterville ("P&N"), who properly and timely notified the appropriate state and federal officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court finds that the notice satisfied the requirements of CAFA and that more than ninety (90) days have elapsed since notice was provided, as required by 28 U.S.C. § 1715(d).*

*P&N executed the Notice Plan outlined in the Settlement Agreement and approved by the Court in its Preliminary Approval Order as meeting the requirements of due process and Federal Rule of Civil Procedure 23. The Notice Plan reached 86.92% of Settlement Class Members. The notices apprised the Settlement Class members of the pendency of the litigation; of all material elements of the proposed Settlement; of the res judicata effect on members of the class and of their opportunity to object to, comment on, or opt out of, the Settlement; of the identity of Class Counsel and*



*Class Counsel's contact information; and of the right to appear at the Final Approval Hearing. The Notice Plan prescribed by the Settlement Agreement provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Settlement Agreement, to all parties entitled to such notice.*

*The Notice Plan satisfied Federal Rule of Civil Procedure 23 and the requirements of due process, provided the best notice practicable under the circumstances, provided individual notice to all members of the Settlement Class who could be identified through reasonable effort, provided an opportunity for Settlement Class Members to object or exclude themselves from the Settlement, and supports the Court's exercise of jurisdiction over Settlement Class Members as contemplated in the Settlement Agreement and this Final Approval Order.*

- **McFadden, et al. v. Nationstar Mortgage LLC d/b/a Mr. Cooper**, Case No. 1:20-cv-00166 (D.D.C), Judge Zia M. Faruqi ruled on April 25, 2024:

*The distribution and publication of notice of the settlement as provided for in this Court's Preliminary Approval Order of November 8, 2023, constituted the best notice practicable under the circumstances, including individual notice to Class Members. This notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and due process.*

- **Andrade-Heymsfield v. NextFoods, Inc.**, Case No. 3:21-cv-1446 (S.D. Cal.), Judge Barry T. Moskowitz ruled on April 8, 2024:

*The Court previously approved the parties' proposed notice procedures. (ECF No. 56). In the motion for final approval, Plaintiff represents that the approved notice plan was executed. (ECF No. 59 at 9). "Notice was provided to Class Members via newspaper, a press release, and various digital means," including "display banner advertising, keyword search online advertising, and social media advertising through Facebook, Instagram, TikTok and YouTube, delivering over 120 million targeted impressions." (Id.)...In light of these actions and the Court's prior order granting preliminary approval, the Court finds that the parties have provided sufficient notice to the class members.*

- **Hymes v. Earl Enterprises Holdings**, Case No. 6:19-cv-00644 (M.D. Fla.), Judge A. James Craner ruled on February 20, 2024:

*The Court finds that the form content, and method of giving notice to the Settlement Class as described in Article VII of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constituted due, adequate, and sufficient notice*



to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including the Florida Rules of Civil Procedure, and met the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Class Members.

- **Tucker v. Marietta Area Health Care Inc.**, Case No. 2:22-cv-00184 (S.D. Ohio), Judge Sarah D. Morrison ruled on December 7, 2023:

*The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, and Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The roughly 6.2% claims rate supports a finding that the Notice Program was sufficient...The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.*

- **In re: Cathode Ray Tube (CRT) Antitrust Litigation (Indirect Purchasers)**, Case No. 4:07-cv-05944 (N.D. Cal.), Judge Jon S. Tigar ruled on November 6, 2023:

*The notice given to the Class of the Settlements set forth in the Settlement Agreement and other matters set forth therein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the Settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and all applicable state laws.*

- **Buck v. American General Life Insurance Company**, Case No. 1:17-cv-13278-CPO-EAP (D.N.J.), Judge Christine P. O'Hearn ruled on September 29, 2023:

*[T]he Court finds that the form and manner of the Class Notice, consisting of a Short Form Class Notice mailed out via postcard, Long Form Class Notice placed on the settlement website, and Publication Notice published in a newspaper of national circulation (USA Today), was accurate, objective, informative, and sufficiently provided Class Members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness, and, therefore, met the requirements of Fed. R. Civ. P. 23 (including Rules 23(e)(1)(B) and 23(c)(2)(B)), due process, the Constitution of the United States, and all other applicable standards.*



- **Fabricant v. Top Flite Financial, Inc.**, Case No. 20STCV13837 (Cal. Super. Ct.), Judge Lawrence Riff ruled on August 28, 2023:

*The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process*

- **Easter v. Sound Generations**, Case No. 21-2-16953-4 (Wash. Super.), Judge James E. Rogers ruled on July 14, 2023:

*The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the due process clauses of both the U.S. and Washington Constitutions.*

- **Hezi v. Celsius Holdings, Inc.**, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

*The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.*

- **Scott Gilmore et al. v. Monsanto Company, et al.**, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

*The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.*

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, No. 2021L00026 (Cir. Ct. 15th Jud. Cir., Lee Cnty., Ill.), on March 28, 2023:

*The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the*



*requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

*An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- **Vaccaro v. Super Care, Inc.**, No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

*The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.*

- **Gonshorowski v. Spencer Gifts, LLC**, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

*The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.*

- **Vaccaro v. Delta Drugs II, Inc.**, No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

*The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.*



- **Pagan, et al. v. Faneuil, Inc.**, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

*The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.*

- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

*The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

*The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.*

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al**, No. 21-2-03929-1-SEA (Wash. Super. Ct.), Judge Douglass A. North on September 30, 2022:

*Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures*



*set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.*

- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

*Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.*

*The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.*

- **Davonna James, et al. v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*



- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

*The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

*The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).*

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

*The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:*

- (a) Constituted the best practicable notice, under the circumstances;*
  - (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
  - (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
  - (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*
- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Wash. Super. Ct.), Judge Kristin Richardson on May 27, 2022:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient*



*notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).*

- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

*The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

*The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Wash. Super. Ct.), Judge Kristin Richardson on April 15, 2022:

*The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.*

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

*Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort.*



- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

*Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.*

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

*The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class.... was the best practicable notice under the circumstances. The Class Notice program.... was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....*

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

*The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.*

- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

*The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice*



to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

*This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.*

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).*

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

*The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.*

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

*The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy*



*Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- **Winters, et al. v. Two Towns Ciderhouse, Inc.**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

*The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process.... With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.*

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

*The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.*

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

*The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.*

- **Snyder, et al. v. U.S. Bank, N.A., et al.**, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

*The Court makes the following findings and conclusions regarding notice to the Settlement Class:*



- a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*
- b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*
- **Edward Makaron et al. v. Enagic USA, Inc.**, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

*The Court makes the following findings and conclusions regarding notice to the Class:*

- a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*
- b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*
- **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

*The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.*

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

*The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the*



*Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.*

*The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.*

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

*The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.*

- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

*Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.*

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D. La.), Judge Kurt D. Engelhardt on September 27, 2012:

*After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:*

- (a) constituted the best practicable notice to Class Members under the circumstances;*
- (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*



- (c) *was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- (d) *was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- (e) *focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*
- (f) *afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) *was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) *fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*



# **EXHIBIT E**

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

**ROSE CLARKSON, JUNE MACK,  
VALERIE HICKS, CARRIE DEVERS,  
THERESA CULVER, AMY CAPODICI,  
GEORGEANN ROBERTS, and  
PAMELA SILVER**, individually and on  
behalf of those similarly situated,

Plaintiffs,

v.

**ONSITE MAMMOGRAPHY, LLC, d/b/a  
ONSITE WOMEN'S HEALTH,**

Defendant.

Case No. 3:25-cv-11123-MGM

**CLASS ACTION**

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

THIS MATTER having been brought before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, and the Court having considered the terms and conditions of the Settlement Agreement<sup>1</sup>; and for good cause appearing that the terms and conditions set forth in the Settlement Agreement were the result of good faith, arm's length settlement negotiations between competent and experienced counsel for both Plaintiffs and Defendant:

IT IS ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026, ORDERED THAT:

1. This Court has jurisdiction over the Parties and the subject matter herein;

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<sup>1</sup> All capitalized terms that are not otherwise defined herein shall have the same meanings as those defined in Section II of the Settlement Agreement.

2. The terms of the Parties' Settlement Agreement are hereby conditionally approved, subject to further consideration thereof at the Final Approval Hearing provided for below. The Court finds that, subject to the Final Approval Hearing, the Settlement is fair, reasonable, and adequate, within the range of reasonableness and the Notice of the proposed Settlement should be disseminated as provided in the Settlement Agreement;

3. For purposes of settlement only, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

All individuals residing in the United States whose Private Information may have been impacted by the Incident.

SA ¶ 2.41.

4. Excluded from the Settlement Class are (1) Defendant, Defendant's current or former parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which Defendant or its parents has a controlling interest, or any of their current or former officers and directors; (2) all judges presiding over the Action and members of their families; (3) persons who properly execute and file a timely request for exclusion from the Settlement Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; and (5) the legal representatives, successors, and assigns of any such excluded person. *Id.*

5. The Court finds, only for purposes of preliminarily approving the settlement, that the requirements of Rule 23 of the Federal Rules of Civil Procedure are satisfied, and that a class action is an appropriate means of resolving this litigation. All the prerequisites for class certification under Fed. R. Civ. P.23(a) are satisfied for the following reasons:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;

- b. There are questions of law or fact common to the Settlement Class for purposes of determining whether the settlement should be approved;
- c. The Class Representatives' claims are typical of the claims of the Settlement Class; and
- d. The Class Representatives and Class Counsel are capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed settlement.

6. The Court finds, for settlement purposes, that this action is maintainable as a class action under Fed. R. Civ. P.23(b)(3) because:

- a. Common questions of law and fact predominate over questions affecting only individual persons in the Settlement Class; and
- b. Certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class members.

7. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that Plaintiffs Rose Clarkson, June Mack, Valerie Hicks, Carrie Devers, Theresa Culver, Amy Capodici, Georgeann Roberts, and Pamela Silver are adequate Class Representatives for the Settlement Class.

8. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that the following attorneys are appointed Class Counsel for the Settlement Class: Elena A. Belov of Almeida Law Group LLC, Marc H. Edelson of Edelson Lechtzin LLP and Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C.

9. The Court approves the Notice Program, including the Postcard Notice, Long Form Notice and Claim Form, attached to the Settlement Agreement as Exhibits A-C, respectively. The Notice to be provided is hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement and the Final Approval Hearing to all persons and entities effected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of meets the requirements of Fed. R. Civ. P. 23(c)(2)(B) and all due process requirements, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled to notice.

10. The Court authorizes dissemination of the Notice as set forth in the Agreement. Subject to the terms of the Agreement, the Short Form Notice shall be mailed via first-class mail to the most recent known address of each Class Member within the time frame specified in the Agreement. The Settlement Administrator shall follow the additional procedures set forth in Exhibit D of the Agreement to process Notices that are undelivered and returned.

11. If the Settlement Agreement is terminated or not consummated for any reason whatsoever, this conditional certification of the Settlement Class shall be void.

12. EisnerAmper is hereby confirmed and appointed as the Settlement Administrator in accordance with the terms of the Settlement Agreement and this Order. All costs incurred in notifying the Settlement Class, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement.

13. Unless a Settlement Class Member timely opts out of the Settlement described in the Notice of Settlement, he/she shall be bound by the terms and conditions of the Agreement and shall also be bound by the Court's Final Approval Order enjoining all Settlement Class Members

from pursuing, or seeking to reopen, any of the Released Claims against the Released Parties. The Court approves the proposed procedure for exclusion from the Settlement, which is to submit a written statement requesting exclusion to the Settlement Administrator no later than the Opt-Out Deadline, which is which is sixty (60) days after the Notice Date (i.e., \_\_\_\_\_, 2026).

14. Any Class Member who wishes to object to the Settlement, the Settlement's benefits, Service Awards, and/or attorneys' fees and costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a final judgment should not be entered thereon, why the Settlement benefits should not be approved, or why the Service Awards and/or the attorneys' fees and costs should not be granted, may do so, but must proceed as set forth in paragraph 10 of the Settlement Agreement.

15. Each member of the Settlement Class shall be given a full opportunity to object to the proposed Settlement and request for attorneys' fees and to participate in the Final Approval Hearing. Any Member of the Class seeking to object to the proposed Settlement may file such objection in writing with the Court no later than the Objection Deadline, which is sixty (60) days after the Notice Date (i.e., \_\_\_\_\_, 2026), as specified in the Notice.

16. Settlement Class Members who fail to send timely written objections substantially complying with the manner specified above or fail to object at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The written objection requirement may be excused by the Court upon a showing of good cause. Only objecting Settlement Class Members who make objections in the manner described in the Notice of Settlement, or in substantial

compliance with the manner described, will be considered Objectors and will therefore be permitted to be heard at the Final Approval Hearing unless excused upon a showing of good cause.

17. Final Approval Hearing. Class Counsel shall file a motion for final approval of the Settlement with the appropriate declarations and supporting evidence, including a declaration setting forth the identity of any Class Members who request exclusion from the Settlement and the status of administration. The Final Approval Hearing is set for \_\_\_\_\_, 2026 at \_\_\_\_\_, which is at least 90 days from the date of service of the CAFA Notice as required by 28 U.S.C. §1715. The Court reserves the right to continue the date of the final approval hearing without further notice to Class Members. In the event that the Effective Date does not occur, the Parties will be returned to their respective positions nunc pro tunc as those positions existed prior to the execution of the Agreement.

18. Non-substantive amendments. Non-substantive amendments may be made to the Agreement and/or Notice upon written agreement of the Class Counsel and Defendants' Counsel without court approval.

19. All proceedings in this Action, except those contemplated herein, are stayed and all deadlines vacated.

20. The Court retains jurisdiction to consider all further applications arising out of, or in connection with, the Settlement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
MARK G. MASTROIANNI  
United States District Judge

# **EXHIBIT F**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

**ROSE CLARKSON, JUNE MACK,  
VALERIE HICKS, CARRIE DEVERS,  
THERESA CULVER, AMY CAPODICCI,  
GEORGEANN ROBERTS, and  
PAMELA SILVER**, individually and on  
behalf of those similarly situated,

Plaintiffs,

v.

**ONSITE MAMMOGRAPHY, LLC, d/b/a  
ONSITE WOMEN'S HEALTH,**

Defendant.

Case No. 3:25-cv-11123-MGM

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

**BEFORE THE COURT** is the Motion for Final Approval of the Class Action Settlement submitted by Rose Clarkson, June Mack, Valerie Hicks, Carrie Devers, Theresa Culver, Amy Capodici, Georgeann Roberts, and Pamela Silver, on behalf of themselves and the Settlement Class (“Plaintiffs” or “Representative Plaintiffs”) and Defendant Onsite Mammography, LLC, d/b/a Onsite Women’s Health (“Defendant” or “Onsite”), pursuant to Fed. R. Civ. P. 23.

The Court, having considered the Motion, the arguments of counsel, and good cause appearing therefore, IT IS ORDERED as follows, and the Court makes the findings set forth below:

1. The Court, for the purposes of this Final Judgment, adopts the defined terms as described in the Settlement Agreement for any term not otherwise defined herein.

2. The Court certifies the Class pursuant to Federal Rule of Civil Procedure 23.

3. The Court finds that the Settlement Agreement—which provides for a non-reversionary Settlement Fund of Two Million, Five Hundred Twenty-Five Thousand Dollars and No Cents (\$2,525,000.00), to resolve the claims of the Plaintiffs and the Settlement Class—is fair, reasonable, adequate, and was entered into in good faith and without collusion. The Court approves and directs consummation of the Agreement.

4. The Court approves the Release provided in the Settlement Agreement and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties.

5. The Court finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

6. The Court dismisses this action with prejudice against Defendant in this case, without costs and fees except as explicitly provided for in the Settlement Agreement.

7. The Court reserves jurisdiction over this action and the Settlement Agreement.

8. The Court previously entered an Order Granting Preliminary Approval of Class Action Settlement, (“Preliminary Approval Order”) (ECF No. \_\_\_\_\_) that preliminarily approved the Settlement Agreement and established a hearing date to consider the final approval of the Settlement.

9. The Court’s Preliminary Approval Order approved the proposed notices and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. A declaration confirming that Notice has been mailed, published, and distributed pursuant to the Preliminary Approval Order has

been filed with the Court. (ECF No. \_\_\_). The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Agreement.

10. The Court finds Onsite has complied with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715.

11. The Court finds that the Representative Plaintiffs are similarly situated to Settlement Class Members and are typical of the Class and are adequate Representative Plaintiffs, and that Class Counsel and the Representative Plaintiffs have fairly and adequately represented the Class. The Court grants final approval to its appointment of Class Counsel and Representative Plaintiffs as provided in the Preliminary Approval Order, appointing the following firms and individuals as Class Counsel: Elena A. Belov of Almeida Law Group LLC, Marc H. Edelson of Edelson Lechtzin LLP and Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C.

12. The Court also appoints Plaintiffs Rose Clarkson, June Mack, Valerie Hicks, Carrie Devers, Theresa Culver, Amy Capodici, Georgeann Roberts, and Pamela Silver as Representative Plaintiffs.

13. The Court certifies the following Class under Fed. R. Civ. P. 23(a) and 23(b)(3):

All individuals residing in the United States whose Private Information may have been impacted by the Incident.

14. The Court finds that the Class defined above satisfies the requirements of Fed. R. Civ. P. 23(a) and (b)(3) for settlement purposes insofar as: (a) the Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Class; (c) the claims of the Representative Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Representative Plaintiffs and Class Counsel have fairly and adequately protected the interests of the Class, as the Representative Plaintiffs have no interests antagonistic to or

conflicting with the Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement are superior to other available methods for a fair and efficient resolution of this controversy.

15. Having considered the negotiation of, the terms of, and all the materials submitted concerning the Settlement Agreement; having considered Plaintiffs' and Settlement Class Members' likelihood of success both in maintaining this action as a class action and prevailing on the claims in a data-breach trial, including the possibility that Onsite could prevail on one or more of its defenses; having considered the range of the Plaintiffs' possible recovery—and that of the Class— and the complexity, expense, and duration of the Litigation; and having considered the substance and amount of opposition to the proposed settlement, it is hereby determined that:

- a. Plaintiffs and Class Counsel have adequately represented the Class;
- b. the terms of the Settlement Agreement were negotiated at arm's length, vigorously advocated by experienced counsel for Plaintiffs and Onsite;
- c. the outcome of the Action is in doubt;
- d. it is possible that the Class could receive more if the Action were to go to trial, but it is also possible that the proposed Class could receive less—including the possibility of receiving nothing—and/or that Onsite could defeat certification;
- e. the value of immediate recovery outweighs the possibility of future relief that would likely occur, if at all, only after further protracted litigation and appeals;

- f. the Parties have, in good faith, determined the Settlement Agreement is in their respective best interests, including Plaintiffs and Class Counsel determining that it is in the best interest of the Settlement Class Members;
- g. the aggregate consideration for the Class—including the Settlement Fund, which Onsite shall fund—is commensurate with the claims asserted and that will be released as part of the Settlement, and
- h. the terms of the Settlement Agreement treat the Settlement Class Members equitably relative to one another and fall well within the range of settlement terms that would be considered a fair, reasonable, and adequate resolution to this Action.

16. Accordingly, pursuant to Rule 23(e), the terms of the Settlement Agreement are finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Class and each of the Settlement Class Members.

17. Pursuant to the Settlement Agreement and the Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards (ECF No. \_\_\_), the Settlement Fund shall first be used to pay settlement administration expenses; Class Counsel attorneys' fees totaling \$\_\_\_\_.00; Class Counsel's costs and expenses up to \$\_\_\_\_.00; and a service awards to the Representative Plaintiffs in the amount of Three Thousand and Five Hundred Dollars (\$3,500.00) to each of the Representative Plaintiffs, to be paid from the Settlement Fund

18. The Settlement Fund shall next be used to pay Settlement Class Members' Out-of-Pocket losses, up to Five Thousand Dollars (\$5,000.00) per individual, a *Pro Rata* Cash Payment to be paid from amount remaining in the Settlement Fund after payment of all (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; (iv)

Attorneys' Fee Award and Expenses, and (v) Approved Claims for Out-of-Pocket Losses; and (vi) Approved Claims for CMIS and three (3) years of CMIS, equivalent to CyEx Medical Shield Complete, which includes three credit bureau monitoring services and \$1 million in identity theft insurance.

19. Should the total claims not exhaust the settlement fund, the remaining funds would be distributed, *pro rata*, to those Valid Claimants who have already received their Cash Payments. In the event that the total claims exceed the settlement amount, claims will be subject to a *pro rata* reduction.

20. Plaintiffs and Settlement Class Members fully, finally, and forever release, relinquish, and discharge all Released Claims as against all Released Parties. Upon the Effective Date, each Releasing Party shall be deemed to have, and by operation of the Final Approval Order and Judgement shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Defendant, the Related Entities, and the Released Parties from all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Releasing Party shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in the Settlement as provided herein) in which any Released Claim is asserted.

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
MARK G. MASTROIANNI  
United States District Judge

# **EXHIBIT 2**



The Almeida Law Group LLC is a class action litigation boutique committed to advocating for individuals, families and small businesses who have suffered because of corporate malfeasance. We are accomplished, experienced and credentialed class action practitioners. We represent our clients in consumer protection, false labeling and unfair and deceptive practices cases as well as data privacy, technology and security matters. Specific examples of data privacy related work include data breaches, pixel tracking and claims under various consumer protection and privacy-related statutes such as the Electronic Communications Privacy Act (“ECPA”), the California Medical Information Act (“CMIA”), the Illinois Biometric Information and Privacy Act (“BIPA”), the Video Privacy Protection Act (“VPPA”) and the Telephone Consumer Protection Act (“TCPA”).

Our attorneys graduated from some of the most esteemed law schools in the country including Columbia, Cornell, Georgetown, Harvard and the University of Chicago. Excelling at each of these prestigious schools, our attorneys received top honors, contributed to law journals and completed numerous externships. Our attorneys have also completed highly selective public interest fellowships, federal clerkships in the Northern District of Illinois, Eastern District of Pennsylvania and the District of South Carolina as well as internships at the United States Attorney’s Offices in Atlanta and Baltimore.

With those very strong foundations in place, our attorneys gained invaluable experience and honed their litigation skills by working at some of the best law firms in the world including:

Benesch, Friedlander, Coplan & Aronoff LLP  
Covington & Burling LLP  
Faegre Drinker Biddle & Reath LLP  
Jenner & Block LLP  
K&L Gates LLP

Kilpatrick Townsend & Stockton LLP  
Kirkland and Ellis LLP  
Milbank LLP  
Quinn Emanuel Urquhart & Sullivan LLP  
Ropes & Gray LLP  
Sheppard Mullin Richter & Hampton LLP  
Steptoe & Johnson LLP  
Stroock & Stroock & Lavan LLP  
Venable LLP

These decades of experience on the defense side set us apart from many plaintiffs' firms; we are acutely aware of how companies will respond in our cases because we represented the exact same types of companies for years. Coupled with our education and training, this insider knowledge equips us to strategically utilize our experience for our clients' benefit.

Our practice is truly national as we represent clients in class action litigation in federal and state courts throughout the country. Our attorneys are licensed to practice in California, Florida, Georgia, Illinois, New York, Maryland, Massachusetts, North Carolina, South Carolina, Washington, D.C., and Wisconsin. In short, our Firm is composed of a dedicated team of legal professionals with the knowledge, experience and unwavering commitment to obtain the best possible legal results for our clients.

**PIXEL TRACKING CASES IN WHICH OUR FIRM  
SERVED AS LEAD OR CO-COUNSEL**

*John v. Froedtert Health, Inc.*, 23-CV-1935 (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*In re Advocate Aurora Health Pixel Litigation*, 2:22-cv-01253 (E.D. Wis.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Guenther v. Rogers Behavioral Health System, Inc.*, 2023CV001572 (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Doe v. Workit Health Inc.*, 2:23-cv-11691 (E.D. Mich.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Reedy v. Everlywell, Inc.*, 1:24-cv-02713 (N.D. Ill.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Vriezen v. Group Health Plan, Inc.*, 23-cv-00267 (D. Minn.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*B.W. v. San Diego Fertility Center Medical Group, Inc.*, 37-2024- 00006118-CU-BC-CTL (Cal. Super. Ct., Solano Cnty.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Kane v. University of Rochester Medical Center*, 6:23-cv-06027 (W.D.N.Y.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Smith v. Loyola University Medical Center*, 1:23-cv-15828 (N.D. Ill.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Marden v. LifeMD Inc.*, A-24-906800-C (Nev. Dist. Ct., Clark Cnty.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Isaac v. Northbay Healthcare Corp.*, FCS059353 (L.A. Sup. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Cooper v. Mount Sinai Health System Inc.*, 1:23-cv-09485 (S.D.N.Y.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Mrozinski v. Aspirus, Inc.*, 2023CV000170 (Wisc. Cir. Ct., Marathon Cnty.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Kaplan v. Northwell Health*, 2:23-cv-07205 (E.D.N.Y.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Singh v. The Moses H. Cone Memorial Hospital Operating Corporation*, 1:24-cv-00558 (M.D.N.C.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Strong v. LifeStance Health Group Inc.*, 2:23-cv-00682 (D. Ariz.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Mayer v. Midwest Physicians Administrative Services LLC*, 1:23-cv-03132 (N.D. Ill.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*McCulley v. Banner Health*, 2:23-cv-00985 (D. Ariz.) (co-counsel in pixel tracking class action, settled on a class-wide basis)

*Doe v. ProHealth Care*, 2:23-cv-00296 (E.D. Wis.)

*Heard v. Torrance Memorial Medical Center*, 22STCV36178 (L.A. Sup. Ct.)

*Doe v. Adventist Health Care Network, Inc.*, 22ST-cv-36304 (L.A. Sup. Ct.)

*R.C. v. Walgreens Co.*, 5:23-cv-01933 (C.D. Cal.)

*Doe v. Wellstar Health System, Inc.*, 1:24-cv-01748 (N.D. Ga.)

*Pattison v. Teladoc Health, Inc.*, 7:23-cv-11305-NSR (S.D.N.Y.)

*R.C. v. Walmart Inc.*, 5:24-cv-02003 (C.D. Cal.)

*Vriezen v. Infinite Health Collaborative*, 0:24-cv-03743 (D. Minn.)

*J. R. v. Atrium Health, Inc.*, 25-CV-057073-590 (Sup. Ct. of North Carolina, Mecklenburg Co.)

*In re CityMD Data Privacy Litigation*, 2:24-cv-06972 (D.N.J.)

*Hastings v. Inkitt, Inc.*, 3:25-cv-06442 (N.D. Cal.)

*Ramirez v. Everyday Health Inc.*, 2:25-cv-10137 (C.D. Cal.)

*Ward et al. v. Sagent Treatment, LLC.*, 0:25-cv-04167 (Dist. of MN)

*Brenneise v. Aios Inc. et al.*, 3:25-cv-09779 (N.D. Cal.)

*Hickey v. FuturHealth, Inc.*, 3:25-cv-03051 (S.D. Cal.)

*Abdullah v. Insight Therapy Solutions, LLC.*, 2:26-cv-00487 (D.N.V.)

*Franck v. Marshfield Clinic, Inc.*, 3:26-cv-00125 (W.D.W.I.)

*Fenton et al v. The Bird and Be Co., Inc.*, 2:26-cv-01775 (C.D. Cal.)

*Zeller v. Inspire Medical Systems, Inc.*, 0:26-cv-00895 (D. Minn.)

*Lents v. Innovative Platinum Care, S.C.*, 1:26-cv-01764 (N.D. Ill.)

*Jacobson v. Willow Health Services, Inc.*, 2:26-cv-01552 (C.D. Cal.)

*Avots-Smith v. Thrive Health Group, Inc.*, 8:26-cv-00041 (C.D. Cal.)

*Ward v. Mochi Health Corp.*, 3:26-cv-01393 (N.D. Cal.)

**DATA PRIVACY CASES IN WHICH OUR FIRM  
SERVED AS LEAD OR CO-COUNSEL**

*Christy v. Lenovo*, 3:26-cv-01133 (N.D. Cal.) (counsel in bulk data transfer rule case)

*Reyes et al v. AliExpress International (United States) Corporation*, 5:26-cv-00905 (C.D. Cal.) (counsel in bulk data transfer rule case)

*Malko v. GNC Holdings, LLC.*, 2:26-cv-01833 (C.D. Cal.) (counsel in bulk data transfer rule case)

*Gianne v. TP-Link Systems, Inc.*, 2:26-cv-01818 (C.D. Cal.) (co-counsel in bulk data transfer rule case)

*Reisberg v. Renaissance Learning, Inc.*, 8:25-cv-01379 (C.D. Cal.) (co-counsel in education technology consumer protection case)

**DATA BREACH CASES IN WHICH OUR FIRM  
IS INVOLVED**

*In re Practice Resources, LLC Data Security Breach Litigation*, 6:22-cv-00890 (N.D.N.Y.) (co-lead counsel in consolidated data privacy class action, settled on a class-wide basis)

*Spann v. Superior Air-Ground Ambulance Service, Inc.*, 1:24-cv-04704 (N.D. Ill.) (co-lead counsel in operative data breach class action, settled on a class-wide basis)

*Tambroni v. WellNow Urgent Care, P.C.*, 2025LA000013 (Ill. Cir. Ct., Sangamon Cnty.) (co-lead counsel in data breach class action, settled on a class-wide basis)

*Gorder v. FCDG Management LLC d/b/a First Choice Dental*, 2024-CV-002164 (Wis. Cir. Ct., Dane Cnty.) (co-lead counsel in data breach class action, settled on a class-wide basis)

*In re City of Hope Data Security Breach Litigation*, 24STCV09935 (L.A. Sup. Ct.) (counsel in consolidated data breach class action, settled on a class-wide basis)

*Douglas v. Purfoods, LLC*, 4:23-cv-00332 (S.D. Iowa) (counsel in consolidated data breach class action, settled on a class-wide basis)

*Catanach v. Bold Quail Holdings, LLC*, 24STCV32029 (L.A. Sup. Ct.)

*Hulse v. Acadian Ambulance Services, Inc.*, 6:24-cv-01011 (W.D. La.) (appointed to executive committee in consolidated data breach class action)

*Bardwell v. Mt. Baker Imaging, LLC*, No. 25-2-00463037 (Whatcom Cnty. Sup. Ct., Wash. Mar. 6, 2025) (co-lead counsel in a data breach class action)

*Dixon v. Medical Express Ambulance Service, Inc.*, No. 2025CH04441 (Cook Cnty. Cir. Ct., Ill. Apr. 21, 2025) (co-lead counsel in a data breach class action)

*Nadeau v. Onsite Mammography, LLC*, No. 3:25-cv-11123 (W.D. Mass. Apr. 25, 2025) (interim co-lead counsel in a data breach class action)

*John v. Laboratory Serv. Coop.*, 2:25-cv-00731 (W.D. Wash. Apr. 22, 2025)

*Neu v. Coinbase Global, Inc.*, 3:25-cv-04243 (N.D. Cal. Apr. 16, 2025)

*Blount v. Oracle Health, Inc.*, 4:25-cv-00259 (W.D. Mo. Apr. 11, 2025) (appointed to executive committee in consolidated data breach class action)

*Ansley v. Concord Orthopaedics Prof. Ass'n*, 217-2025-CV-00305 (Merrimack Cnty. Sup. Ct., N.H. Apr. 4, 2025)

*Fitzsimons v. Long Island Plastic Surgical Group, PC*, 2:25-cv-00309 (E.D.N.Y.)

*Montenegro v. American Neighborhood Mortgage Acceptance Company d/b/a AnnieMac Home Mortgage*, 1:24-cv-10679 (D.N.J.)

*McHugh v. Enzo Biochem, Inc.*, 2:23-cv-04326 (E.D.N.Y.)

*Meyers v. Onix Groups LLC*, 2:23-cv-0228 (E.D. Pa.)

*Kolstedt v. TMX Finance Corporate Services, Inc.*, 4:23-cv-00076 (S.D. Ga.)

*Rasmussen v. Uintah Basin Healthcare*, 2:23-cv-00322 (D. Utah)

*Williams v. Southwell Inc. & Tift Regional Health Systems Inc.*, 2023CV0328 (Ga. Super. Ct., Tift Cnty.)

*Stewart v. Highlands Oncology Group, P.A.*, 72CV-25-3492 (Washington Cnty. Ak. Cir. Ct.)

*Gannon v. FinWise Bank*, 2:25-cv-00654 (D. Utah)

*Vargas v. Tea Dating Advice, Inc.*, 3:25-cv-06691 (N.D. Cal.)

*Connly v. NASCAR Enterprises*, 6:25-cv-01547 (M.D. Fla.) (counsel in a data breach class action)

*Hall v. Bitcoin Depot, Inc.*, 1:25-cv-04317 (N.D. Ga.) (counsel in a data breach class action)

*Shutley v. Harbin Clinic, LLC*, 4:25-cv-00175 (N.D. Ga.)

*Beck v. Mainline Health Systems Inc.*, 4:25-cv-00659 (E.D. Ark.)

*Liebhold v. Ambra Health and Intelrad, Inc.*, 5:25-cv-00432 (E.D.N.C.)

*Barnes v. Ocuco Inc.*, 8:25-cv-01579 (M.D. Fla.)

*Polak v. Finastra Technology, Inc.*, 6:25-cv-01284 (M.D. Fla.)

*Shah v. Discord, Inc.*, 3:25-cv-08913 (N.D. Cal.)

*Fernandes v. Appfolio, Inc.*, 2:25-cv-10217 (C.D. Cal.)

*Middleton v. Manpower of Lansing, Michigan, Inc.*, 1:25-cv-00972 (W.D. M.I.)

*Fink v. Union Home Mortgage Corporation*, 1:25-cv-02082 (N.D.O.H.)

*Johnson v. Insight Chicago, Inc.*, 2025CV12547 (Cook Cnty. Cir. Ct., Ill.)

*Knutson v. Rainier CRC, LLC*, 26-2-07117-9 SEA (Kings County Sup. Ct. of WA)

*Alvarez v. Openloop Health, INC.*, 4:26-cv-00083 (S.D.I.O.)

*Gutierrez-Clarke v. Call-on-Doc Inc.*, 3:26-cv-00235 (N.D.T.X.)

*Rogers v. Associated Radiologists of the Finger Lakes*, 2026-5111 (Chemung Co. Sup. Ct., New York)

*O'Leary v. Posillico, Inc.*, 2:26-cv-00242 (E.D.N.Y.)

*Blankenship v. Abri Credit Union*, 2026LA000035 (Will Co. Cir. Ct. of IL)

**VIDEO PRIVACY PROTECTION ACT CASES IN WHICH  
OUR FIRM SERVED AS LEAD OR CO-COUNSEL**

*Edwards v. Mubi Inc.*, 5:24-cv-00638 (N.D. Cal.)

*John v. Delta Defense LLC & U.S. Concealed Carry Association Inc.*, 2:23-cv-01253 (E.D. Wisc.)

*Macalpine v. Onnit, Inc.*, 1:24-cv-00933 (W.D. Tex.)

*Marteney v. ANM Media, LLP, Inc. d/b/a MY-CPE*, 4:24-cv-04511 (S.D. Tex.)

*Jones v. Becker Professional Development Corporation*, 6:24-cv-06643 (W.D.N.Y.)

**CONSUMER PROTECTION CASES IN WHICH OUR FIRM  
SERVED AS LEAD OR CO-COUNSEL**

*Levy v. Hu Products LLC*, 23-cv-01381 (S.D.N.Y.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)

*In re Trader Joe's Company*, 3:23-cv-00061 (S.D. Cal.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)

*Haymount Urgent Care PC v. Gofund Advance LLC*, 1:22-cv-01245 (S.D.N.Y.) (co-counsel in lawsuit alleging merchant cash advances were usurious loans)

*Cliburn v. One Source Market, LLC, d/b/a HexClad Cookware*, 23-ST-cv-28930 (Cal. Sup. Ct.) (counsel in false labeling class action, settled on a class-wide basis, final approval pending)

*Fleetwood Services LLC v. Complete Business Solutions Group Inc.*, 2:18-cv-00268 (E.D. Pa.) (co-counsel in class action alleging merchant cash advances were usurious loans)

*Kyungo v. Saks & Company, LLC*, 3:24-cv-06934 (N.D. Cal.) (counsel in false advertising class action)

*Oganesyan v. Rakuten USA*, 4:25-cv-01534 (N.D. Cal.) (counsel in consolidated false advertising class action)

*Chowning vs. Tyler Technologies, Inc.*, 3:25-cv-04009 (N.D. Cal.) (counsel in junk fees class action)

*Beyer v. Kenvue Brands LLC*, 2:25-cv-12180 (D.N.J.) (counsel in false advertising class action)

*Wood v. Niswi, LLC*, 4:25-cv-00046 (W.D. Ky.) (counsel in usury class action)

*Head v. Underdog Sports, LLC d/b/a Underdog Fantasy*, 4:25-cv-05542 (N.D. Cal.) (counsel in illegal online gambling class action)

*Foldi v. Instagram, LLC*, 3:25-cv-06859 (N.D. Cal.) (counsel in data privacy consumer protection case)

*Rachmani v. Epic Games, Inc.*, 609468/2025; (NY State Sup. Ct. Nassau County)

*Wood v. Wakpamni Lake Community*, 4:25-cv-00117 (W.D.Ky.)

*Yee v. KalshiEx LLC et al*, 1:25-cv-08585 (S.D.N.Y.)

*Brewer v. Otter.ai Inc.*, 5:25-cv-06911 (N.D.Cal.)

*Lee v. SidePrize LLC*, 3:25-cv-08532 (N.D.Cal.)

*Travelers United, Inc. v. Aramark Management Services Limited Partnership d/b/a*

*Aramark Sports & Entertainment and d/b/a Aramark et al.*, 2025-CAB-007444 (D.C. Superior Ct.)

*Montgomery v. HRB Tax Group, Inc. et al*, 3:26-cv-00759 (S.D. Cal.)

*Wise v. Reservation Affiliates, LLC d/b/a Nu Car Rentals and Action Car Rentals, LLC.*, 2026-CA-001754-O (Ninth Circuit Ct. of Orange Co., Fl.)

*Wood v. Plain Green, LLC et al*, 4:26-cv-50 (W.D.K.Y.)

*Wood v. Bluechip Financial et al*, 4:26-cv-00003 (W.D.K.Y.)

*Wood v. Crane Lending, LLC*, 4:25-cv-00122 (W.D.K.Y.)

*Travelers United, Inc., v. Aramark Management Services Limited Partnership d/b/a Aramark Sports & Entertainment and d/b/a Aramark, and Does 1-10*, 2025-CAB-007444 (Sup. Ct. of Columbia)

*Keohohou et al v. North American Derivatives Exchange, Inc. et al*, 1:26-cv-20996 (S.D.F.L.)

*Yoon v. Blockratize, Inc. d/b/a Polymarket et al*, 1:26-cv-01160 (S.D.N.Y.)

*Wood v. Robinson Economic Services, LLC et al*, 4:25-cv-00166 (W.D.K.Y.)

*Johnston et al v. Costco Wholesale Corporation et al*, 3:26-cv-00403 (S.D. Cal.)

*Boucher v. Bjorn Capital Group LLC d/b/a The Pod Company*, 5:26-cv-00860 (C.D. Cal.)

*Cooper et al v. Hume Health*, 8:26-cv-00345 (C.D. Cal.)

**BIOMETRIC AND GENETIC CASES IN WHICH OUR FIRM  
SERVED AS LEAD OR CO-COUNSEL**

*Aragon v. Weil Foot & Ankle Institute, LLC*, 2021-CH-01437 (Ill. Cir. Ct. Cook Cnty.) (co-lead counsel in BIPA class action, settled on a class-wide basis)

*Bore v. Ohare Towing Systems Inc.*, 2020-CH-02865 (Ill. Cir. Ct. Cook Cnty.) (co-lead counsel in BIPA class action, final approval granted)

*Daichendt v. CVS Pharmacy, Inc.*, 1:22-cv-03318 (N.D. Ill.) (co-counsel in BIPA class action)

*Vargas v. Cermak Fresh Market Inc.*, 2020-CH-06763 (Ill. Cir. Ct. Cook Cnty.) (co-counsel in BIPA class action)

*Karling v. Samsara Inc.*, 1:22-cv-00295 (N.D. Ill.) (co-counsel in BIPA class action)

*Stegmeyer v. ABM Industries Inc.*, 1:24-cv-00394 (N.D. Ill.) (co-lead counsel in biometric class action)

*Jenkins v. Regal Cinemas, Inc.*, 1:20-cv-03782 (N.D. Ill.)

## OUR TEAM

**David S. Almeida** is the Founder and Managing Partner of the Almeida Law Group LLC, headquartered in Chicago, Illinois. David co-chairs the firm’s Data Privacy and Security group, devoted to providing legal advice and services related to cybersecurity threats, data breaches, and other privacy violations.

Bringing a distinctive and highly seasoned perspective, he specializes in representing consumers in class action lawsuits. Notably, a significant portion of his career has been devoted to serving as a class action defense lawyer, representing hospital systems, medical providers, retail and hospitality companies, and various consumer-facing entities in class action lawsuits related to privacy. Before establishing ALG, David was a Partner at Benesch, Friedlander, Coplan and Aronoff LLP; while there, David founded and chaired the Class Action Practice Group and led the Firm’s Telephone Consumer Protection Act Team and its Retail, Hospitality and Consumer Products Practice Group.

A 1999 graduate of Cornell Law School, David has practiced law at prestigious firms in New York City and Chicago. David is admitted to the bars of New York, Illinois, Arizona and Wisconsin, as well as several federal courts, including the United States District Court for the Northern District of Illinois.

David’s extensive experience spans over 500 class action lawsuits across the country. These cases encompass issues such as data breaches and privacy violations, state consumer fraud and deceptive business practices, false advertising and false labeling, as well as numerous statutory violations including the Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Illinois Biometric Information and Privacy Act (“BIPA”), the Video Privacy Protection Act (“VPPA”), the Electronics Communication Privacy Act, 18 U.S.C. § 2511(1) (“ECPA”), the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56 (“CMIA”), the California Invasion of Privacy Act, Cal. Penal Code § 630 (“CIPA”), the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750 (“CLRA”), the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 (“UCL”).

As a recognized authority in the field, David is well-versed in data privacy and security issues, direct and mobile marketing, emerging payment systems, as well as social and digital media matters. He is an author and speaker on these topics and is sought after by local and national publications for his insights. David has received multiple listings as an Illinois Super Lawyer and has been acknowledged as a “Rising Star” by the National Law

Journal. He earned his Bachelor of Arts from Salisbury University, graduating *summa cum laude*, and obtained his Juris Doctor from Cornell Law School, where he served as an Editor of the Cornell Law Review.

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**Elena A. Belov** is a Partner and Co-Chair of the Data Security and Privacy group at the Almeida Law Group. An adept litigator, Elena began her career at Milbank LLP, a renowned international law firm. While there, she developed her skills in navigating complex commercial litigations and actively engaged in *pro bono* work focused on civil rights.

Motivated by a belief in justice for all, Elena devoted more than a decade of her practice to environmental work and public service before redirecting her passion toward advocating for wronged plaintiffs. She had the privilege of clerking for Judge Cynthia M. Rufe in the U.S. District Court for the Eastern District of Pennsylvania, gaining firsthand insights into the intricacies of the federal judicial system. Elena also contributed to the field by teaching and practicing environmental law on behalf of pro bono clients at the University of Washington School of Law. And while working for the World Wildlife Fund, she supported Native Alaskan Tribes as well as State and Federal officials, including the U.S. Coast Guard, in their endeavors to safeguard Arctic ecosystems. Elena has collaborated with a diverse clientele, ranging from major banks and insurance companies to non-governmental organizations and individuals from various walks of life.

Elena investigates consumer rights violations and takes pride in combating companies that exploit individuals, whether through deceptive advertising, selling defective products, or neglecting user privacy. Elena graduated with honors from Barnard College in New York, earning a B.A. in Political Science, and received her Juris Doctor from the Georgetown University Law Center. During law school, she served as a member of the American Criminal Law Review, authoring several published articles, and worked in the Environmental Law Clinic, successfully representing the Mattaponi Tribe of Virginia in their fight to protect their water rights.

Elena is admitted to the New York State Bar, as well as the United States District Courts for the Southern and Eastern Districts of New York.

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**Wesley M. Griffith** is a Partner and the California Managing Partner at Almeida Law Group.

Wes is an accomplished litigator. Like many attorneys at the firm, Wes developed extensive experience as a defense attorney, spending a decade at two of the nation's top defense firms, where he represented some of the world's largest companies in class actions and complex litigation. Wes now leverages his big law experience to advocate vigorously for everyday Americans in trial and appellate courts across the country.

Wes's practice focuses primarily on consumer class actions, including junk fees, false and deceptive advertising, forever chemical contamination, and complex commercial disputes. He has represented clients in significant actions across the country, including before the United States Supreme Court and in multidistrict litigation.

Several of Wes's current notable class cases where he serves in a lead role include:

*Rahmani v. Thrillzz, Inc.*, Case No. 25-cv-2548 (S.D. Cal 2025)  
*Giana v. Shein Distribution Corp.*, Case No. 25-cv-08637 (C.D. Cal 2025)  
*Beltran v. FanDuel, Inc.*, Case No. 25-cv-05586 (N.D. Cal. 2025)  
*Head v. Underdog Sports, LLC*, Case No. 25-cv-05542 (N.D. Cal. 2025)  
*Franks v. SidePrize LLC*, Case No. 25-cv-04916 (N.D. Cal. 2025)  
*Zhen v. DraftKings, Inc.*, Case No. 25-cv-04618 (N.D. Cal. 2025)  
*Chowning v. Tyler Technologies, Inc.*, Case No. 25-cv-04009 (N.D. Cal. 2025)  
*Wu v. Greystar Real Estate Partners, LLC*, Case No. 25-cv-01090 (S.D. Cal. 2025)

Wes's prior class action experience includes serving in key roles on both the defense (noted with an "\*\*") and plaintiff sides, including in:

*Coinbase, Inc. v. Bielski*, Case No. 22-105 (U.S. 2023)  
*Bielski v. Coinbase, Inc.*, Case No. 22-15566 (9<sup>th</sup> Cir. 2023)  
*Travelers United, Inc. v. Sonesta International Hotels Corp.*, Case No. 1:23-cv-02841 (D.C. Sup. 2024)  
*Ramirez v. Bank of Am., N.A.*, Case No. 24-cv-00859 (N.D. Cal. 2024)  
*JPay LLC v. Houston*, Case No. 23-cv-1875-S (N.D. Tex. 2023)  
*Oliver v. Navy Fed. Credit Union*, Case No. 23-CV-1731 (E.D. Va. 2023)  
*Pizana v. SanMedica Int'l, LLC*, Case No. 18-cv-00644 (E.D. Cal. 2023)  
*Beaver v. Tarsadia Hotels*, Case No. Case No. 11-cv-01842 (S.D. Cal. 2017)\*  
*Weller v. HSBC Fin. Corp.*, Case No. 13-cv-00185 (D. Colo. 2015)\*  
*West v. HSBC Mortgage Corp.*, Case No. 12-CP-00687 (S.C. Ct. Com. Pls. 2015)  
*In re HSBC Bank, USA, N.A., Debit Card Overdraft Fee Litig.*, Case No.

650562/2011 (N.Y. Sup. Ct. 2015)

*Vasquez v. California School of Culinary Arts, Inc.*, Case No. B250600 (Cal. App. 2d Dist. 2014)

*Diaz v. HSBC USA, N.A.*, Case No. 16-cv-60119 (S.D. FL. 2014)

*In re HSBS Mortg. Corp. Force-Placed Hazard Ins. Litig.*, MDL No. 2464 (J.P.M.L. 2013)

*Davis v. Chase Bank USA, N.A.*, Case No. 06-cv-4804 (C.D. Cal. 2013)

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**Britany A. Kabakov** is a Partner and Co-Chair of the Data Security and Privacy group at the Almeida Law Group.

A skilled trial lawyer and litigator, Britany began her career as a litigation associate at Kirkland & Ellis LLP in its Chicago office, where she gained experience as a defense attorney. While at Kirkland, Britany actively participated in two federal bellwether jury trials, contributing to the largest multidistrict litigation in U.S. history.

Britany had the privilege of clerking for Judge Sunil R. Harjani in the U.S. District Court for the Northern District of Illinois and externing for Judge Andrew G. Schopler in the U.S. District Court for the Southern District of California. Through these roles, Britany acquired comprehensive insights into the intricacies of federal litigation, spanning from the filing of a complaint through trial and post-trial motions.

Specializing in consumer class action lawsuits, Britany's practice focuses on privacy and false labeling cases, along with complex commercial disputes. She has represented clients in federal court, multidistrict litigation, and class action lawsuits involving defective products, consumer fraud, toxic tort, environmental cases, information privacy, insurance, and contract disputes.

Britany has been appointed class counsel in the following cases: *Tambroni v. WellNow Urgent Care, P.C.*, No. 2025LA000013 (Ill. Cir. Ct. Sangamon Cnty.) (representing class of approximately 597,000 individuals in healthcare data breach); *Cooper v. Mount Sinai Health Sys., Inc.*, No. 1:23-cv-09485 (S.D.N.Y.) (representing class of approximately 1,314,147 individuals in \$5,256,588.00 settlement of hospital tracking case); *Mayer v. Midwest Physician Admin. Servs., LLC*, No. 1:23-cv-03132 (N.D. Ill.) (representing class of approximately 272,373 individuals in \$1,880,000.00 settlement of hospital tracking case); *John v. Delta Defense LLC*, No. 2:23-cv-01253 (E.D. Wis.) (representing class of approximately 295,727 individuals in \$1,450,000.00 settlement in video privacy case).

Committed to public service and advocating for all individuals, Britany has maintained an active pro bono practice focusing on civil rights, supporting civil liberty organizations in research and litigation efforts. During law school, she volunteered at the Legal Aid Society of San Diego's Domestic Violence Clinic, and prior to entering law school, Britany taught middle school social studies in Phoenix, Arizona.

Britany is admitted to the Illinois State Bar as well as the U.S. District Court for the Northern District of Illinois. She graduated *magna cum laude* from Loyola University Chicago with a Bachelor of Arts in History and Secondary Education. Britany earned her Juris Doctor from the University of Chicago Law School, where she worked in the Environmental Law Clinic, representing conservation groups in Clean Water Act litigation.

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**Matthew J. Langley** is a Partner at Almeida Law Group, where he leverages his extensive skills and experience cultivated as a federal prosecutor and defense attorney to champion the rights of individuals affected by unjust or deceptive practices. Matthew's practice focuses on class action lawsuits involving data privacy and security issues, deceptive and unfair business practices, false advertising and labeling as well as various statutory claims including the Telephone Consumer Protection Act (TCPA) and Illinois' Biometric Information Privacy Act (BIPA), and the California Invasion of Privacy Act (CIPA). Prior to joining the Almeida Law Group, Matthew was as a partner at Benesch, Friedlander, Coplan and Aronoff LLP, collaborating with David in the firm's Class Action practice group and, among other matters, representing plaintiffs in a two-billion-dollar defamation suit involving election fraud claims.

Matthew began his legal career at Kirkland and Ellis where, as an associate, he defended corporate clients in high-stakes litigation, including representing AOL in a class action data breach involving the personal data of over 680,000 customers. He continued to represent corporate clients, as both plaintiffs and defendants, at K&L Gates in Miami, Florida before joining the United States Attorney's Office for the Southern District of Florida.

As an Assistant United States Attorney, Matthew worked in both the Major Crimes and the Economic Crimes Divisions, prosecuting crimes involving health care fraud, tax fraud, money laundering, identity theft, bank fraud, child pornography, and drug trafficking. He first-chaired ten jury trials, securing guilty verdicts in all ten cases and successfully argued appeals in front of the Eleventh Circuit Court of Appeals. After leaving government service, Matthew worked as a securities class action attorney at Robbins Geller, where he played a crucial role in bringing securities fraud cases, helping to secure the recovery of

millions of dollars for shareholders.

Matthew is admitted to the bar in New York, Florida, California and Illinois. He earned his Bachelor of Arts in English and Sociology from the University of Connecticut and his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Scholar.

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**Karen Dahlberg O’Connell** is a Partner with the Almeida Law Group. Karen is an experienced litigator who is skilled at investigating and prosecuting consumer fraud actions.

Prior to joining Almeida Law Group, Karen participated in a wide range of consumer protection cases on behalf of the Federal Trade Commission for more than 15 years. Representative matters include undisclosed recurring subscription fees, alternative education scams, unlawful debt collection, unauthorized billing, business coaching and job scams, deceptive marketing of a medical discount plan, and false advertising via affiliate marketers. Before working at the Federal Trade Commission, Karen served as an Assistant Attorney General in the Litigation Bureau of the New York State Office of the Attorney General under Elliot Spitzer and Andrew Cuomo, where she defended New York State, state agencies, and state officers in all stages of litigation, including trial. Her cases as an Assistant Attorney General ranged from defending employment actions to alleged constitutional violations, including First and Fourth Amendment claims. Before entering public service, Karen was a litigation associate at Robins, Kaplan, Miller & Ciresi LLP in Boston. She started her legal career in the litigation department of Milbank LLP in New York.

In addition to fighting for consumers in court, Karen enjoys engaging in outreach to educate consumers about their rights, teach professionals how to spot and prevent consumer fraud, and influence industry leaders’ use of developing technologies with consumer protection and data security principles in mind. Karen has delivered presentations and participated in panel discussions regarding a variety of consumer protection issues, including automatic renewals, imposter scams, native advertising, influencer campaigns, data security, privacy, the unauthorized practice of immigration law, and identity theft.

Karen takes an active role as a mentor to young attorneys and law students. While working at the Federal Trade Commission in 2018 and 2019, she was also a Lecturer in Law at Columbia Law School where she co-taught a seminar class titled *Counseling the Digital*

*Innovator*. Prior to that, she was a guest lecturer at Columbia Law School and Columbia Business School, focusing on digital marketing and advertising law. Karen also regularly judges moot court competitions at law schools across New York City.

At the Almeida Law Group, Karen is actively litigating an auditor liability case on behalf of companies and investors harmed by the auditor's fraudulent representations regarding the financial health of a publicly traded company. Karen is also currently litigating several data privacy cases against educational technology companies who are mining children's data without parental consent and a consumer fraud case against one of the largest gaming companies for misrepresenting the value and redeemability of gift cards for virtual currency. She is committed to protecting the most vulnerable consumers from predatory corporate practices.

Karen is admitted to the bar in the states of New York and Massachusetts as well as admitted to practice in the Southern and Eastern districts of New York, and the District of Massachusetts.

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**John R. Parker Jr.**, or "J.R.," is a Partner with the Almeida Law Group. J.R. is a tenacious and successful litigator, handling intricate civil litigation from the investigative phase through settlement or trial in both state and federal courts, including appellate proceedings.

J.R.'s practice encompasses class action lawsuits, False Claims Act cases, Medi-Cal and Medicare fraud, consumer fraud, defective products and drugs, insurance bad faith, personal injury, medical malpractice, employment claims, civil rights, toxic tort, and environmental cases. He has taken on consumer class actions against prominent tech industry entities such as Facebook, Apple, and Zynga. J.R. has been appointed lead counsel in numerous class action cases by state and federal courts in California and nationwide.

Recognizing the human impact of personal or economic injuries resulting from the carelessness, negligence, or intentional acts of others, J.R. is deeply committed to representing individuals who lack the resources of the multinational corporations and insurance companies he holds accountable in his cases.

J.R. has volunteered for the Eastern District of California Dispute Resolution Program and served as appointed counsel for the Eastern District of California's pro bono program. He earned his A.B. in Greek and Latin from the University of Georgia, graduating *summa cum*

*laude*, and obtained his J.D. from Harvard Law School, where he served as Deputy Editor-in-Chief of the Harvard Journal of Law and Public Policy.

After law school, J.R. clerked for Judge Joseph A. Anderson, at the time Chief Judge for the United States District Court for the District of South Carolina. He then worked at a plaintiff's firm in Atlanta, Georgia, and then a litigation boutique in Birmingham, Alabama, Spotswood, Sansom, and Sansbury LLC, where he defended the FedEx Corporation in class action suits around the country. After relocating to Sacramento, California, J.R. worked at Kershaw, Cutter & Ratinoff LLP and then Cutter Law LLC, where he litigated and tried complex cases on behalf of ordinary people against large corporations and insurance companies. Some of his work before joining the Almeida Law Group LLC includes the following matters:

*Doan v. State Farm*, 1-08-cv-129264 (Cal. Super. Ct., Santa Clara Cnty.) (co-lead counsel in certified class action against State Farm successfully tried and resulting in a global settlement of all State Farm fire policyholders in California)

*U.S. ex rel. Bell v. Biotronik, Inc.*, 18-cv-01391 (C.D. Cal.) (Lead Relator's counsel in a False Claims Act case against medical device company resulting in \$12.95 million recovery by the United States)

*Bohannon v. Facebook, Inc.*, 4:12-cv-01894-BLF (N.D. Cal.). (Appointed Class Counsel representing a certified nationwide class of minor Facebook users and their parents)

*Phillips v. County of Riverside*, 5:19-cv-01231-JGB-SHK (C.D. Cal.) (Co-lead Class Counsel in a collective action and then 86 individual actions brought under FLSA on behalf of social workers employed by Riverside County, resulting in \$4.55 million global settlement after decertification)

*Pike v. County of San Bernardino*, 5:17-cv-01680 (C.D. Cal.) (Co-lead Class Counsel in certified collective action brought under FLSA on behalf of social workers employed by San Bernardino County)

*Johnson v. CSAA*, 07AS03197 (Sacramento Superior Court) (Co-Lead Counsel in class action against CSAA relating to failure to waive deductible. Resolved by settlement providing complete cash reimbursement, plus interest. Settlement valued at over \$80 million)

*Shurtleff v. Health Net*, (E.D. Cal. and Cal. Super. Ct., Sacramento Cnty.) (Co-Lead and Plaintiffs' Liaison counsel in class actions against Health Net for a breach of confidential information, resulting in a nationwide class settlement)

*Parry v. National Seating & Mobility Inc.*, 3:10-cv-02782-JSW (N.D. Cal.) (Appointed Class Counsel on behalf of representing nationwide class of sales representatives for medical equipment company in breach of contract case that settled on a class-wide basis after certification in the Northern District of California)

*Zmucki v. Extreme Learning*, 111-cv-197630. (Cal. Super. Ct., Santa Clara Cnty.), (Appointed settlement class counsel on behalf of class of educators for wage and hour violations in the Northern District of California)

**Chris Nienhaus** is Of Counsel at the Almeida Law Group.

Chris is a versatile litigator and stern advocate for consumer rights. His practice focuses on complex litigation against the nation's most powerful corporations in lawsuits challenging fraudulent, deceptive, and other harmful conduct.

Prior to joining the Almeida Law Group, Chris was a litigator at Ropes & Gray LLP where he successfully represented clients in high-stakes cases in both state and federal courts throughout the country. Drawing on his experience as a former defense attorney, Chris offers an informed and strategic perspective to his clients at all stages of litigation from pre-filing advisement through post-trial motions.

Before entering private practice, Chris served as a law clerk to the Honorable Susan G. Braden at the United States Court of Federal Claims and a judicial intern to the Honorable William M. Conley at the United States District Court for the Western District of Wisconsin.

Chris is admitted to the state bars in Illinois, Wisconsin, Massachusetts, and Washington, D.C. as well as the United States District Court for the Western District of Wisconsin and the United States Court of Federal Claims.

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**David A. McGee** is Of Counsel at the Almeida Law Group.

A zealous consumer advocate, David found his passion for defending consumers when he was a law clerk at the Consumer Financial Protection Bureau in the Enforcement Division. Since, David spent the early part of his career working for national law firms representing financial services companies in government enforcement actions and associated litigation. After, David joined a national consumer class action law firm where he was involved in cases concerning higher education, where he obtained class certification for students suing their university for false representations concerning its ranking, financial products and services, and false advertising and labelling of products.

Specializing in consumer class action lawsuits, David's practice at Almeida Law Group focuses on cases involving financial institutions, "junk fee" cases, and false advertising cases. David has represented clients in federal court, multidistrict litigation, and in cases involving illegal gambling products.

David is admitted to the bars of Maryland and the District of Columbia. David graduated

*cum laude* from the University of Rochester where he obtained degrees in Political Science and English and was awarded high distinction in pursuing his degrees. David earned his Juris Doctrine at the American University Washington College of Law, where he served as Editor-in-Chief of his law review, the Journal of Gender, Social Policy, and the Law.

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**Victor J. Sandoval** is Of Counsel at the Almeida Law Group.

Victor is a seasoned class action litigator with deep expertise in data privacy and security matters. Victor focuses on complex class actions arising under federal and state consumer protection and privacy laws such as the California Invasion of Privacy Act, the Electronic Communications Privacy Act, the Video Privacy Protection Act, and the Children Online Privacy Protection Act. He is accredited as a Certified Information Privacy Professional (CIPP/US) and has extensive experience advising clients on compliance with state and federal privacy laws.

As his name suggests, Victor loves to win cases. Nonetheless, Victor's experience as both plaintiff and defense counsel in high-stakes litigation affords him the ability to not only serve as a formidable advocate in litigation but also as an effective negotiator when alternative resolution paths are preferred.

Before joining Almeida Law Group, Victor was a class and mass action litigation associate at AmLaw firms in New York and Los Angeles; some of his more memorable engagements include:

- Representing the Customs and Tax Administration for the Kingdom of Denmark in the \$2.1 billion cum-ex tax fraud multidistrict litigation;
- Representing a consortium of southern California cities and water providers in state and multidistrict litigations against manufacturers of per- and polyfluoroalkyl substances;
- Bringing sex abuse cases against the Archdiocese of Los Angeles, which recently resulted in a settlement of \$880M; and
- Litigating countless privacy cases for corporate clients.

Victor graduated from Columbia Law School with honors. While in law school, he externed for the United States Department of Justice Antitrust Division's Transportation, Energy, and Agriculture Section and Office of the Chief Legal Advisor. He was also a judicial intern for Chief Judge Beryl A. Howell of the U.S. District Court for the District of Columbia, Judge Carol B. Amon of the U.S. District Court for the Eastern District of New York and Judge Kenneth M. Karas of the U.S. District Court for the Southern District of New York. In privacy and advertising-related litigation, Victor draws on his pre-law school experience in digital marketing analytics for large corporate clients.

**Luke Coughlin** is an Associate Attorney at the Almeida Law Group.

Luke is an accomplished litigator. Before joining the Firm, Luke was a litigation associate at Edelman, Combs, Lattuner & Goodwin, LLC, where he worked on a wide range of consumer cases with focus on usury claims. His passion for protecting consumer rights is driven by his interest in using technical investigations to support and advocate for his clients. He is committed to advancing consumer protection through innovative, cross-disciplinary legal strategies.

While attending law school, Luke worked as a claims investigator at Rain Intelligence, combining technical investigation with comprehensive legal analysis across a broad spectrum of case types. His work emphasized a meticulous approach to fact-finding, leveraging technology to investigate illicit collection and use of sensitive personal data and other incursions against consumer rights.

Prior to law school, Luke gained extensive experience in the tech sector, including work at Wayfair, where his focus on technical processes and analysis laid the foundation for his legal career. He brings a unique blend of technical expertise and legal acumen to the Firm.

Luke is admitted to the Illinois State Bar as well as the Federal District Courts of the Northern District of Illinois, Southern District of Illinois, Northern District of Indiana and Southern District of Indiana.

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**Loc G. Ho** is an Associate Attorney at the Almeida Law Group.

Before joining the firm, Loc served as a judicial law clerk to the Honorable Shalina D. Kumar in the U.S. District Court for the Eastern District of Michigan. In that role, Loc gained a deep understanding of judicial decision-making and substantial experience in a wide variety of consumer class actions and other complex litigation. Before clerking, Loc honed his litigation skills at Brooks, Pierce, McLendon, Humphrey & Leonard LLP, where he engaged in both affirmative and defensive business litigation and successfully led a federal civil rights lawsuit to defend against a summary judgment motion.

Loc is passionate about consumer rights. Having a low-income background, Loc has personally witnessed members of his community fall prey to scams and struggle to make ends meet due to unfair business practices, and Loc also saw firsthand how predatory lending, junk fees and other corporate abuses harmed his own family. As a first-generation college and law school graduate, Loc draws on his personal experiences and leverages his

litigation skills to advocate for vulnerable consumers and hold corporations accountable for abusive practices.

Loc is admitted to practice law in North Carolina and New York, the U.S. District Courts for the Eastern and Western Districts of North Carolina and the U.S. Court of Appeals for the Fourth Circuit. He graduated from the University of North Carolina at Chapel Hill with a Bachelor of Arts in Philosophy with *Honors* and *Distinction*. Loc earned his Juris Doctor from the University of California, Berkeley, School of Law, where he directed the school's Workers' Rights Disability Law Clinic, received a Certificate in Consumer Law and Economic Justice and served as the 2021-2022 Editor-in-Chief of the *Berkeley Technology Law Journal*.

## **Edelson Lechtzin LLP -- Firm Resume**

### **About the Firm**

**Edelson Lechtzin LLP** is a national class action law firm based in suburban Philadelphia. The firm was founded by Managing Partners Marc Edelson and Eric Lechtzin, who have decades of experience litigating class actions and a strong track record of success. They lead a talented team of trial lawyers who possess diverse backgrounds and experience.

The firm represents investors in securities fraud class actions and shareholder derivative litigation. In addition, the firm advocates on behalf of consumers, employees, and businesses in class litigation involving anticompetitive business practices, ERISA retirement plans, unpaid wages & overtime claims, and consumer fraud (including data breach litigation).

### ***Unpaid Wages and Overtime Class Actions***

Edelson Lechtzin LLP attorneys have extensive experience litigating complex wage and hour class action lawsuits in courts across the country involving claims under the federal Fair Labor Standards Act (FLSA), and state wage and hour laws. The firm is currently lead or co-counsel in numerous wage and hour cases, including cases involving claims on behalf of coal miners for off-the-clock work under the FLSA and the state laws of Kentucky, Indiana, Illinois, and West Virginia. *See, e.g., Branson v. Alliance Coal, LLC, et al.*, No. 4:19-cv-00155-JHM-HBB (W.D. Kentucky) (\$15.25 million settlement pending preliminary approval). The firm is also lead or co-lead counsel in cases involving the failure to pay prevailing wages (*see, e.g., James King v. Glenn O. Hawbaker, Inc.*, Docket No. 21-0957 (Common Pleas Centre County, Pa.)); independent contractor misclassification (*see, e.g., Avant v. VXL Enterprises LLC*, No. 4:21-cv-02016-YGR (N.D. Cal.) (\$1.2 million settlement on behalf of healthcare workers who were allegedly misclassified as independent contractors and not paid overtime compensation)); claims for unpaid pre- and post-shift security screenings (*see, e.g., Stewart-Alexander v. Saks & Company LLC*, No. 3:2021-cv-02384 (C.D. Cal. Nov. 22, 2023) (\$450,000 settlement)); and claims under the Worker Adjustment and Retraining Notification Act (the “WARN Act”) (*see, e.g., In re: University of the Arts WARN Act Litigation*, No. 2:24-cv-02420 (E.D. Pa.)).

### ***Antitrust & Unfair Competition Class Actions***

Our experienced team of attorneys is dedicated to protecting the rights of individuals, businesses, and various governmental entities nationwide against companies that engage in anticompetitive practices in class action lawsuits. The firm is currently litigating numerous cases including: *In re Domestic Airline Travel Antitrust Litigation*, No. 1:15-mc-01404 (D. DC), *In re Cattle and Beef Antitrust Litigation*, No. 0:20-cv-01319 (D. NDIL), *In re Broiler Chicken Antitrust Litigation*, No. 1:16-cv-08637 (D. NDIL), *Miami Products & Chemical Co. v. Olin Corp.*, No. 1:19-cv-00385 (D. WDNY), *In re Crop Inputs Antitrust Litigation*, No. 4:21-md-02993 (D. EDMO) (member of the Executive Committee), *In re: Diisocyanates Litigation*, No. 2:18-mc-01001 (D. WDPA), *In re Deutsche Bank Spoofing Litigation*, No. 1:20-cv-03638 (D. NDIL), *Cospro Development Corp. v. International Flavors and Fragrances, Inc, et al.*, No. 2:23cv-03368 (D. NJ), *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, No. MDL 2724 (D. EDPA), *In re: Google Digital Advertising Antitrust Litigation*, No. 1:21-md-03010 (D. SDNY), *In re: Juul*

*Labs, Inc. Antitrust Litigation*, No. 3:20-cv-02345 (D. NDCA), *In re: Platinum and Palladium Antitrust Litigation*, No. 1:14-cv-09391 (D. SDNY), *In re: Pork Antitrust Litigation*, No. 0:18-cv-01776 (D. MN), *Mayor and City Council of Baltimore v. Merck Sharp & Dohme Corp.*, No. 2:23-cv-00828 (D. EDPA), and *Powell Prescription Center et al. v. Surescripts, LLC et al.*, No. 1:19-cv-06627 (D. NDIL).

### ***Securities Fraud & Shareholder Derivative Litigation***

In the area of securities fraud, Edelson Lechtzin LLP is Co-Lead Counsel in a securities fraud class action lawsuit against A Better Financial Plan and its affiliates, *Melchior v. Dean Vagnozzi, et al.*, No. 2:20-cv-05562 (E.D. Pa.), where the court approved a \$38 million settlement. The case alleged violations of the federal Racketeer Influenced and Corruption Organizations Act (RICO), and state claims for fraud, breach of fiduciary duties, and civil conspiracy, to recover hundreds of millions of dollars of investments by individuals who were fraudulently induced by Defendants to purchase unregistered securities backed by risky merchant cash advance loans to small businesses.

Edelson Lechtzin LLP was also counsel in a shareholder derivative action on behalf of shareholders of FirstEnergy Corporation, *Miller v. Michael J. Anderson, et al.*, No. 5:20-cv-01743 (N.D. Ohio), where the court approved a settlement for \$180 million and corporate governance reforms. The suit alleges that the FirstEnergy Board of Directors and certain officers breached their fiduciary duties to the company, were unjustly enriched, wasted corporate assets, and committed various violations of federal securities laws. It is further alleged that the various defendants engaged in a concerted effort to curtail losses from nuclear energy operations managed by a subsidiary in order to keep their positions with the company and to increase their compensation. In furtherance of their scheme Defendants sanctioned the corporate policy of illegal payments to government officials including the Ohio House Speaker, Larry Householder, and other individuals, which resulted in a significant reduction in shareholder value when it was subsequently exposed.

The firm also is counsel in the following pending actions: *In re Archer-Daniels-Midland Company Derivative Litigation*, Lead Case No. 24-cv-506-RGA (D. Del.) (consolidated shareholder derivative action alleging breach of fiduciary duties by the Board, which allowed the perpetuation of a deceptive accounting scheme that cause the company to overstate the operating profit of its Nutrition business segment by more than \$200 million over 6 years by recording below-market expenses for raw materials); *Yun v. Faraday Future Intelligent Electronic Inc.*, No. 2022-0510 (Del. Ch. Ct.) (direct action for breach of fiduciary duties on behalf of a proposed class of investors in a SPAC); *Ouyang v. Star Peak Sponsor LLC*, No. 2024-0302 (Del. Ch. Ct.) (direct claims for breach of fiduciary duties against sponsors of SPAC); *Schara v. LanzaTech Global Inc.*, (Del. Ch. Ct.) (direct claims for breach of fiduciary duties against sponsors of SPAC); and *Wuchter v. PropTech Partners II, LLC*, No. 2024-0596 (Del. Ch. Ct.) (settlement of direct claims for breach of fiduciary duties against sponsors of SPAC).

### ***Employee Benefits & ERISA Litigation***

The firm's successes in ERISA litigation include *Hundley v. Henry Ford Health System*, No. 2:21-cv-11023-SFC-EAS (E.D. Mich.) (\$5 million settlement); *Gotta v. Stantec Consulting*

*Servs. Inc.*, No. CV-20-01865-PHX-GMS (D. Ariz. 2024) (\$2 million settlement); *Moler v. Univ. of Maryland Med. Sys.*, No. 1:21-CV-01824- (D. Md.) (\$3.25 million settlement); *Gaines v. BDO USA, LLP*, No. 1:22-cv-01878 (N.D. Ill. 2024) (\$2.25 million settlement); *Parker v. GKN N. Am. Servs., Inc.*, No. 21-12468 (E.D. Mich.) (\$2.95 million settlement); *Crawford v. CDI Corporation*, No. 2:20-cv-03317-CFK (E.D. Pa. 2020) (\$1.8 million settlement); *McNeilly v. Spectrum Health System*, No. 1:20-cv-00870-JMB-PJG (W.D. Mich. 2023) (\$6 million settlement); *Bilello v. Estee Lauder Inc.*, No. 1:20-cv-04770 (S.D.N.Y. 2024) (\$975,000 settlement); *Dover v. Yanfeng US Automotive Interior Systems I LLC*, No. 2:20-cv-11643 (D. Mich. 2023) (\$990,000 settlement); and *Luense v. Konica Minolta Business Solutions U.S.A., Inc.*, No. 2:20-cv-06827-JMV-MF (D.N.J.) (\$900,000 settlement pending preliminary approval).

The firm currently serves in leadership positions in numerous ERISA class actions across the country, including *Bugielski v. AT&T Servs., Inc.*, 76 F.4th 894 (9th Cir. 2023) (the court reversed a decision granting summary judgment for AT&T and held that a recordkeeping agreement with Fidelity was a prohibited transaction and, as such, AT&T was required to obtain from Fidelity disclosures of all compensation it received in connection with its provision of services to the Plan, including fees paid by third-party service providers Financial Engines and BrokerageLink); *Packer v. Glenn O. Hawbaker, Inc.*, No. 4:21-CV-01747, 2023 WL 3851993, at \*2 (M.D. Pa. June 6, 2023) (granting motion to certify a class of hourly wage employees who worked on prevailing wage contracts withing Pennsylvania between 2012 and 2018; class certified); *In re The American National Red Cross ERISA Litig.*, Master File No. 1:21-cv-00541 (D.D.C.); *Baker v. The University of Vermont Medical Center, Inc. et al.*, No. 2:23-cv-00087-gwc, Dkt. # 46 (D. Vt. Jan. 30, 2024) (motion to dismiss denied); *Cano v. The Home Depot, Inc. et al.*, No. 1:24-cv-03793-LMM (N.D. Ga. Aug. 27, 2024) (class action alleging breach of fiduciary duties by improperly using forfeitures to cover employer matching contribution expenses rather than plan administrative expenses); and *Grink et al v. Virtua Health, Inc. et al.*, No. 1:24-cv-09919-CPO-AMD (D.N.J. Oct. 18, 2024) (class action alleging breach of fiduciary duties for inclusion of imprudent fixed annuity investment option).

### ***Consumer Fraud Class Action Litigation***

In the area of consumer fraud, the firm is actively engaged in protecting the rights of consumers in a variety of matters, including defective products and automobiles, failure to honor service agreements and warranties, timeshare agreements, and data breaches. Current cases include: *In re: Harvard Pilgrim Data Security Incident Litigation*, No. 1:23-cv-11211 (D. Mass.), *Gutierrez v. Independent Living Systems, LLC*, No. 1:23-cv 21221 (S.D. Fla.), *Maria Gregory, et al. v. Johns Hopkins University et al.*, No. 1:23-cv-01854 (D. Md.), *Humphries, et al. v. Apria Healthcare, LLC*, No. 1:23-cv-01147 (S.D. Ind.), *Nelson et al. v. Connexin Software, Inc.*, No. 2:27-cv-04676 (E.D. Pa.) (member of the Executive Committee) and *Renaldo Ellis et al. v. Pension Benefit Information, LLC et al.*, No. 0:23-cv-02139 (D. Mass.), *Verderame v. Futurity First Insurance Group, LLC.*, No. 3:24-cv-01262,(D. Conn.) (Lead Counsel), *Starling v. Evolve Bank & Trust*, No. 4:24-cv-00549 (E.D. Ariz.), *Vines, et al. v. Financial Business & Consumer Solutions, Inc.*, No. 2:24-cv-02085 (E.D. Pa.), *Signorino v. Affiliated Dermatologists*, Civil Case No. MRS-L-001106-24 (Superior Ct. of NJ) (Co-Lead Counsel), *In re Berry, Dunn, McNeil & Parker Data Security Incident Litigation*, No. 2:24-cv-00146 (D. Me.), *Forstrom et al. v. Consulting Radiologists, Ltd.*, No. 0:24-cv-02604 (D. Minn.), *Arons v. Continuum Health Alliance, LLC*, No. 1:24-cv-07013 (D. N.J.) (member of the Executive Committee), *Wilson et al.*

*v. Frontier Communications Parent, Inc.*, No. 3:24-cv-01497 (N.D. Tex.) (member of the Executive Committee), *Flynn et al. v. Eastern Radiologists, Inc.*, Master File No. 24-cvs-772 (General Court of Justice Superior Court), *Krause v. City of Hope*, No. 2:24-cv-02894 (C.D. Cal.), *In Re Greylock McKinnon Associates Data Security Incident Litigation*, No. 1:24-cv-10797 (D. Me.), *Feathers v. On Q Financial, LLC*, No. 2:24-cv-00811 (D. Ariz.) (Co-Lead Counsel), *Daroya Isaiah v. Loan Depot, Inc.*, No. 8:24-cv-00136 (C.D. Cal.), *Stewart v. Ann & Robert H. Lurie Children's Hospital*, No. 2024CH06201 (Superior Ct. Cook County Ill.), *Halvorson v. MNGI Digestive Health, P.A.*, No. 0:24-cv-02851 (D. Minn.), *Gales v. Ohio Lottery Commission*, Case No. 2024-00434JD (Court of Claims Ohio) (Co-Lead Counsel), *Tyler Tate v. 5.11, Inc.*, No. 8:24-cv-2327, (C.D. Cal.) (Co-Lead Counsel), *Dimoff v. Allegheny Health Network*, No. 2:25-cv-00125, (W.D. Pa.) (Member of the Executive Committee), *Parker v. American Addiction Centers, Inc.*, No.3:24-cv-01505 (D. TN), *Cabozzi v. Anna Jaques Hospital*, No.1:24-cv-10792 (Member of the Executive Committee), *In re: Annie Mac Data Breach Litigation*, No. 1:24-cv-10678 (D.N.J.) (Member of the Executive Committee), *Miller v. Asheville Eye Associates, PLLC*, No. 25-cv-000902-100, (Superior Ct of NC, Buncombe County), *In re Avis Rent A Car System, LLC Security Incident Litigation*, No. 2:24-cv-09243 (D. N.J.) (Co-Lead Counsel), *Corralejo v. Baymark Health System, Inc.*, No. 4:25-cv-00174, (E.D. Tex.), *Dougherty et al. v. Bojangles Restaurants, Inc.*, No. 3:25-cv-00065, (WDNC), *Elzin v. Chemonics International, Inc.*, No. 1:25-cv-00356 (USDC) (Co-lead Counsel), *Johnson et al. v. Community Clinic of Maui*, No. 1:24-cv-00443 (D. Hi.), *Arons et al. v. Continuum Health Alliance, LLC*, No. 000932-24 (Sup. Ct. NJ) (Member of the Executive Committee), *Sinitisa v. CUSO Financial Services, LP*, No. 3:24-cv-02290, (C.D. Cal.) (Co-Lead Counsel), *Berg v. Datamaxx Applied Technologies, Inc.*, No. 4:24-cv-00490 (N.D. Fla.), *In re: David's Bridal Data Breach Litigation*, No. 2:24-cv-03411, (E.D. Pa.), *Davidson v. DISA Global Solutions, Inc.*, NO. 4:25-cv-00879 (S.D. Tex.), *In re: Landmark Admin LLC Data Incident Litigation*, No. 6:24-cv-00082 (N.D. Tex.) (Member of the Executive Committee), *Owings, et al. v. Medusind, Inc.*, No. 1:25-cv-20117(SDFL), *Minicucci v. Northeast Rehabilitation Hospital Network*, No. 1:25-cv-01277 (D.N.H.) (Co-lead counsel), *Pak v. Omni Family Health*, No. 1:24-cv-01277 (E.D. Cal.), *In re: Park Dental Data Breach Litigation*, No. 27-cv-24-12335 (State of Minn. Fourth Judicial District County of Hennepin), *In re: Patelco Credit Union Data Security Litigation*, No. 24cv082095 (CA Sup. Ct. County of Alameda), *In re Powerschool Holdings Data Security Breach Litigation*, MDL No. 3149, *Reichbart et al. v. Financial Business and Consumer Solutions, Inc.*, No. 2:24-cv-01876 (E.D. Pa.), *Maciejczyk et al. v. First Commonwealth Federal Credit Union*, No. 2024-c-2592 (PA Ct. of Common Pleas Lehigh Co.), *Dudley et al. v. Fortive Corp.*, No. 2:24-cv-01668 (W.D. Wash.), *McNally et al. v. Infosys McComish Systems, LLC*, No. 1:24-cv-00995 (N.D. Ga.), *Siemanowski v. Keesal, Young & Logan*, No. 2:24-cv-10584, *Griffiths et al. v. Kootenai Health, Inc.*, No. 2:24-cv-00205, *Kolstadt et al. v. TMX Financial Corporate Services, Inc.*, No. 4:23-cv-00076 (SDGA), *Lim v. Tradezero Americas, Inc.*, No. 1:99-mc-09999 (D. Del.) (Lead Counsel), *Fish et al. v. Walsworth Publishing Company*, No. 2:24-cv-00100 (E.D. Mo.) (Co-Lead Counsel), *Mikolaitis v. Ward Transport & Logistics Corp.*, No. 2:24-cv-01565 (W.D. Pa.) (Lead Counsel), *Batisto et al. v. Richmond University Medical Center*, No. 152889/2024 (Sup. Ct. of State of NY) (Member of the Executive Committee), *Volio et al. v. Rust Street Gaming LLC et al.*, No. 2:25-cv-00039 (E.D. Pa.), *In re: Vivendi Ticketing US LLC d/b/a See Tickets Data Security Incident*, No. 2:23-cv-07498 (C.D. Cal.), *Garcia et al. v. Set Forth, Inc.*, No. 1:24-cv-11688 (N.D. Ill.), *Allen et al. v. SRP Federal Credit Union*, No. 1:28-

cv-07476 (D. S.C.), and *Newman et al. v. The Pension Specialists, Ltd.*, No. 1:25-cv-01925 (N.D. Ill.) (Co-Lead Counsel).

### Attorney Biographies

**Eric Lechtzin** is a Managing Partner of Edelson Lechtzin LLP and his practice focuses on securities fraud litigation, ERISA retirement plan class actions, and wage and hour class and collective actions. Mr. Lechtzin received his J.D. from the Temple University Beasley School of Law in 1991. Prior to forming Edelson Lechtzin LLP in early 2020, Mr. Lechtzin was a Shareholder at Berger Montague PC.

Mr. Lechtzin has served as the Pennsylvania State Chair for the National Association of Consumer Advocates since 2017. He has been named a “Super Lawyer” in Pennsylvania for Class and Mass Tort Litigation every year since 2017, he is AV Preeminent rated by Martindale-Hubbell, and he has received a perfect 10.0 rating by Avvo.com.

In the area of securities fraud, Mr. Lechtzin was a member of the litigation team in *In re: Oppenheimer Rochester Funds Group Secs. Litig.*, No. 09-md-02063-JLK (D. Col.), which settled for \$89.5 million. Mr. Lechtzin served as lead counsel in *In re Transkaryotic Therapies, Inc. Secs. Litig.*, No. 03-CV-10165-RWZ (D. Mass.), which settled for \$50 million after successfully obtaining class certification. Mr. Lechtzin also served as co-lead counsel in a class action involving unregistered securities, *Melchior, et al. v. Vagnozzi, et al.*, No. 20-cv-05562-MRP (E.D. Pa), which settled for \$38 million and is expected to result in a recovery of approximately 70 percent of investor losses. Other successful securities fraud class actions in which Mr. Lechtzin had leadership roles include *The Eshe Fund Group v. Fifth Third Bancorp*, No. 1:08-CV-539 (S.D. Ohio) (\$16 million settlement); *In re Hemispherx Biopharma, Inc. Litig.*, 09-CV-5262-PD (E.D. Pa.) (\$3.6 million settlement); *In re RenaissanceRe Holdings Ltd. Secs. Litig.*, No. 1:05-CV-6764 (S.D.N.Y.) (\$13.5 million settlement); *In re Global Crossing Access Charge Litig.*, No. 04-MD-1630 (S.D.N.Y.) (\$15 million settlement); and *In re Van der Moolen Holding N.V. Secs. Litig.*, No. 1:03-CV-8284 (S.D.N.Y.) (\$8 million settlement).

In the area of ERISA class actions, Mr. Lechtzin co-authored an amicus brief to the U.S. Supreme Court in *Retirement Plans Committee of IBM v. Jander*, 140 S. Ct. 592 (2020), in which he argued successfully that the Court should not alter the standard to plead claims against fiduciaries of an employee stock ownership plans alleging that such fiduciaries should have made earlier public disclosures of adverse insider information. Mr. Lechtzin’s successful appeals also include *Bugielski v. AT&T Servs., Inc.*, 76 F.4th 894 (9th Cir. Aug. 4, 2023) (reversing a decision granting summary judgment for AT&T).

Mr. Lechtzin has served as Lead or Co-Lead Counsel in numerous successful ERISA class actions including *Daugherty v. Univ. of Chicago*, 2018 WL 1805646 (N.D. Ill. 2018) (\$6.5 million settlement of ERISA claims alleging breach of fiduciary duties by incurring excessive expenses and retaining underperforming funds); *Nicolas v. The Trustees of Princeton University*, No. 3:17-cv-03695 (D. N.J.) (member of the team that secured a \$5.8 million settlement where plaintiffs alleged that fiduciaries of the 403(b) selected imprudent investments and caused the

plan to incur unreasonable recordkeeping fees); *Hundley v. Henry Ford Health System*, No. 2:21-cv-11023-SFC-EAS (E.D. Mich.) (\$5 million settlement); *Gotta v. Stantec Consulting Servs. Inc.*, No. CV-20-01865-PHX-GMS (D. Ariz. 2024) (\$2 million settlement); *Moler v. Univ. of Maryland Med. Sys.*, No. 1:21-CV-01824- (D. Md.) (\$3.25 million settlement); *Parker v. GKN N. Am. Servs., Inc.*, No. 21-12468 (E.D. Mich.) (\$2.95 million settlement); *Gaines v. BDO USA, LLP*, No. 1:22-cv-01878 (N.D. Ill. 2024) (\$2.25 million settlement); *Crawford v. CDI Corporation*, No. 2:20-cv-03317-CFK (E.D. Pa. 2020) (\$1.8 million settlement); *McNeilly v. Spectrum Health System*, No. 1:20-cv-00870-JMB-PJG (W.D. Mich. 2023) (\$6 million settlement); *Bilello v. Estee Lauder Inc.*, No. 1:20-cv-04770 (S.D.N.Y. 2024) (\$975,000 settlement); *Dover v. Yanfeng US Automotive Interior Systems I LLC*, No. 2:20-cv-11643 (D. Mich. 2023) (\$990,000 settlement); and *Luense v. Konica Minolta Business Solutions U.S.A., Inc.*, No. 2:20-cv-06827-JMV-MF (D.N.J.) (\$900,000 settlement pending preliminary approval).

Mr. Lechtzin's successful representations in unpaid wages and overtime cases include *Arrington v. Optimum Healthcare IT*, 2018 WL 5631625 (E.D. Pa. 2018), where the plaintiffs' litigation team obtained a \$4.9 million settlement of class action that alleged failure to pay overtime compensation to IT consultants. In *Meyer v. The LandTek Group, Inc.*, Case No. 2:17-cv-00161-AYS (E.D.N.Y.), Mr. Lechtzin successfully recovered wages for unpaid off-the-clock time on behalf of a group of construction laborers who were "engaged to wait" before their shifts.

Among his successful representations in the area of consumer protection litigation is *Silver v. Fitness Intern., LLC*, No. 10-cv-2326-MMB, 2013 WL 5429293 (E.D. Pa.), a class action against a national health club chain that resulted in substantial changes in the company's membership cancellation policies. Lechtzin was co-lead counsel in *Stromberg v. Ocwen Loan Servicing, LLC*, No. 15-04719, 2017 WL 2686540 (N.D. Cal. 2017), where he represented a group of California borrowers who alleged that certain lenders had failed to timely reconvey the deed of trust documents, as required by Cal. Civ. Code § 2941(b), and ultimately obtained a settlement that paid each member of the class more than 66 percent of their total recoverable damages without the need to submit claim forms.

Mr. Lechtzin is a member of the state bars of California, New Jersey, and Pennsylvania, and he is admitted to practice before numerous federal courts across the country.

**Marc H. Edelson** is a Managing Partner of Edelson Lechtzin LLP, leading the firm's practices in antitrust law, defective drugs & medical devices, and property insurance litigation. Mr. Edelson received his J.D. from the University of California, Los Angeles School of Law, in 1987 and his B.S. in Economics from the Wharton School of The University of Pennsylvania, cum laude in 1984. He has practiced class action litigation for over 35 years and has been appointed to leadership roles in many MDL cases. In addition, Mr. Edelson has been named a "Super Lawyer" in Pennsylvania for Class and Mass Tort Litigation.

Mr. Edelson's MDL experience in pharmaceutical cases includes an appointment in *In re Pharmaceutical Industry Average Wholesale Price Litig.*, MDL No. 1456, as one of the four lead counsel firms. Mr. Edelson was one of the first attorneys to initiate a series of class actions on behalf of end payors against numerous pharmaceutical defendants, which were eventually consolidated into MDL 1456. The case involved an in-depth analysis of pharmaceutical pricing and resulted in numerous settlements totaling \$341,000,000.

Additionally, Mr. Edelson served as co-lead counsel in *New England Carpenters Health Benefit Fund v. First DataBank, Inc. and McKesson Corp.*, C.A. No. 05-11148 (D. Mass.), and *District 37 Health and Securities Fund v. Medi-Span*, C.A. No. 07-10988 (D. Mass.). This case was against pharmaceutical wholesaler McKesson Corporation and pharmaceutical publishers First DataBank and Medi-Span. The case focused on unlawful drug pricing markups of various drugs resulting in overpayments by end payors. The case settled for \$350,000,000 in addition to an agreement to roll back drug prices by five percent (5%), resulting in additional end-payor cost savings totaling hundreds of millions of dollars.

Mr. Edelson has also served as co-lead counsel in additional pharmaceutical cases including *In re Ciprofloxacin Hydrochloride Antitrust Litig.*, MDL 1383 (EDNY); *Sandhaus v. Bayer AG*, No. 00-cv-6193 (Kansas State Court); *In re Premarin Antitrust Litigation*, No. 1:01-cv-00447 (SD Ohio), and *Blevins v. Wyeth Ayerst Laboratories, Inc.*, No. 324380 (Superior Court State of California).

Mr. Edelson was appointed one of the co-lead counsel in *In re Western States Wholesale Natural Gas Antitrust Litig.*, MDL 1566 (D. Nev.) and *In re HELOC Minimum Payment Calculation Litig.*, No. 15-cv-00267 (E.D. Pa.).

Mr. Edelson has served as a member of the Executive Committee in *In re Copper Antitrust Litig.*, MDL 1301 (W.D. Wis.); *In re CertainTeed Corp. Roofing Shingle Product Litig.*, MDL 1817 (EDPA); and *In re HP Inkjet Printer Litig.*, No. C053580JF (N.D. Cal.).

Mr. Edelson currently serves as Lead Counsel, Co-Lead Counsel, a member of the Executive Committee or class counsel for the data breach cases referenced in the Consumer Fraud section detailed above.

**Liberato Verderame**, a Senior Counsel at Edelson Lechtzin LLP, has practiced extensively in the area of class action litigation for almost 20 years handling a variety of cases involving antitrust, consumer, ERISA and wage and hour issues. He has prosecuted both class action and individual plaintiff's claims in federal courts nationwide and has litigated successful appeals in both Pennsylvania's Commonwealth and Superior Courts and New Jersey's Appellate Division.

Mr. Verderame attended Villanova University (B.A. 1994) and Villanova University School of Law (J.D. 1997). He is admitted to practice in Pennsylvania and New Jersey, and numerous federal courts.

Since joining Edelson Lechtzin LLP and its predecessor in 2005, he has represented plaintiffs in several national class action cases including *In Re: Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.); *Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456 (D. Mass.); *In re: Fedloan Student Loan Servicing Litigation*, MDL No. 18-2833 (E.D. Pa.) (Plaintiffs Steering Committee); *In Re: Refrigerant Compressors Antitrust Litigation*, MDL 2042 (E.D. Mich.); *In Re: Western Areas Wholesale Natural Gas Antitrust Litigation*, MDL-1566 (D. Nev.); *In Re: Yahoo! Litigation*, 06-cv-2737 (C.D. Cal.); *Kent v. Hewlett-Packard Company*, 5:09-cv-05341 (N.D. Cal.); *New England Carpenters Health Benefits Fund v. First Databank, Inc.*, 1:05-cv-11148 (D. Mass.); *OSB Antitrust Litigation*, 06-CV-00826 (E.D. Pa.); and *Leeds v. IKO Manufacturing, Inc.*, No: 2:17-cv-00339 (E.D. Pa.).

Mr. Verderame also represents individual plaintiffs regarding insurance coverage, breach of contract and bad faith claims, personal injury, and other matters. He serves as lead trial counsel and obtained a jury verdict that was the largest insurance coverage claim reported in Pennsylvania in 2016.

**Andrew Lapat**, Senior Counsel at Edelson Lechtzin LLP, has been practicing law for over thirty-five years. In that time period, Mr. Lapat has handled a wide variety of litigation and transactional matters. Mr. Lapat has consistently achieved excellent results for his clients.

Mr. Lapat began his career at Berger Montague PC in 1989, working on securities fraud class action litigation. Mr. Lapat then moved to the firm now known as Chimicles Schwartz Kriner & Donaldson-Smith LLP, where Mr. Lapat focused on antitrust class action litigation and mass tort cases.

Mr. Lapat then became a partner at Stein & Silverman, P.C., where Mr. Lapat was involved in litigating and successfully trying a wide range of cases, including intellectual property, contract disputes, legal malpractice, and property disputes. While at Stein & Silverman, Mr. Lapat also handled various transactional matters, including the purchase and sale of businesses and commercial real estate. Mr. Lapat opened his own practice, Law Offices of Andrew Lapat, LLC, in 2006. In his solo practice, Mr. Lapat engaged in the same type of work as at Stein & Silverman for a wide array of clients. Mr. Lapat has had success at the trial and appellate court level.

Mr. Lapat received a B.A. from the University of Pennsylvania in 1986 and a J.D. from Boston University School of Law in 1989. Mr. Lapat is admitted to the Pennsylvania Bar and the Eastern District of Pennsylvania.

**Sati O. Gibson**, an associate of Edelson Lechtzin LLP, received her J.D. from Boston College Law School in 2002 and her B.A. in Politics from Oberlin College in 1999. Ms. Gibson's practice focuses on all aspects of e-discovery in complex litigation.

Previously, Ms. Gibson worked as an attorney for Legal Aid of Southeastern Pennsylvania, where she represented the senior population in consumer protection matters. She also worked at Kessler Topaz Meltzer & Check LLP as a staff attorney focusing on discovery in securities fraud litigation. She has spent the last 10 years focusing on class action litigation including antitrust and unfair competition law.

Ms. Gibson is a member of the bar of the Commonwealth of Pennsylvania and the United States District Court for the Eastern District of Pennsylvania.

### ***Staff Attorneys***

In addition to our partners, senior counsel, and associates, Edelson Lechtzin LLP is assisted by a team of staff attorneys who provide extensive litigation support in complex class actions.

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[1] See, e.g., DiStefano N., *Facing fraud lawsuit, Montco financial salesman Dean Vagnozzi turns against his longtime lawyer*, The Philadelphia Inquirer (Jun. 28, 2021); Berman, Jeff, *Advisor Known for Unconventional Advice Hit With RICO Suit*, ThinkAdvisor (Nov. 13, 2020); DiStefano, Joseph N., *Investors sue King of Prussia financial adviser Dean Vagnozzi and his lawyer*, The Philadelphia Inquirer (Nov. 10, 2020); and Arvedlund, Erin, *How Philly investors were drawn into what SEC alleges is \$500 million fraud*, The Philadelphia Inquirer (Aug. 12, 2020).



**PITTMAN DUTTON  
HELLUMS BRADLEY  
— & MANN, P.C. —**

ATTORNEYS AT LAW

### **FIRM RÉSUMÉ**

Pittman, Dutton, Hellums, Bradley & Mann P.C. (“PDHBM”) attorneys have been representing individuals, consumers, and small businesses in complex civil litigation for over 35 years. Founded in 1986 as a boutique civil litigation trial firm, PDHBM has been named one of the “Most Prolific Trial Law Firms in Alabama,” according to the Alabama Jury Verdict Reporter. PDHBM lawyers have achieved remarkable results and are constantly recognized by national and state organizations, publications, and their peers as among the most successful and experienced courtroom lawyers in the country.

Based in Birmingham, Alabama, PDHBM and its attorneys have litigated cases in every Alabama circuit court, all Alabama federal courts, and routinely represent clients across the country. PDHBM lawyers specialize in complex litigation and possess a wide range of expertise across many different practice areas and case types. PDHBM lawyers have experience successfully handling mass torts, class actions, commercial disputes, catastrophic injury, and wrongful death cases. Additionally, PDHBM lawyers litigate products liability, pharmaceutical drug, medical device, antitrust, data privacy, medical malpractice, insurance fraud, breach of contract, bad faith, securities fraud, and statutory violation-based claims.

PDHBM has recovered over \$1 billion for thousands of individual clients, hundreds of which resulted in verdicts and settlements exceeding \$1 million. PDHBM attorneys have also played critical roles in multidistrict litigations (MDLs) and class actions in which recoveries have exceeded over \$10 billion for consumers and small businesses.

Over the past decade, federal and state judges have trusted PDHBM lawyers and appointed them to various leadership positions in MDLs and class actions, including co-lead counsel, liaison counsel, and plaintiff steering and common benefit committees. PDHBM lawyers have also worked closely with judges, special masters, and third-party vendors in the settlement implementation and administration phase of MDLs and class actions.

PDHBM and its lawyers have consistently been recognized by numerous national organizations, publications and their peers as among the most successful and experienced courtroom lawyers in the country. These include U.S. News Best Law Firms in America, The Best Lawyers in America, SuperLawyers, Top Ranked Law Firms by Martindale-Hubbell, American College of Trial Lawyers, American Board of Trial Advocates, Martindale-Hubbell’s AV Preeminent Peer Review Rated, and Million Dollar Advocates Forum.



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ATTORNEYS AT LAW

**REPRESENTATIVE LEADERSHIP EXPERIENCE IN  
MULTIDISTRICT LITIGATIONS (MDLs) AND CLASS ACTIONS**

**Class Actions**

- MDL 2406 *In re Blue Cross Blue Shield Antitrust Litigation* (Local Facilitating Counsel and Plaintiffs' Steering Committee for over 100 million subscriber plaintiffs which resulted in a \$2.67 billion settlement)
- *Sullen, et al. v. Vivint, Inc.*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2023-903893.00 (Settlement Class Counsel representing consumers of Fair Credit Reporting Act Violations resulting in a \$9.75 million settlement)
- *In re Municipal Parking Services, Inc. DPPA Litigation*, Case No. 3:24-cv-320-TKW-HTC (N.D. Fla.) (Interim Co-Lead Class Counsel in Drivers Privacy Protection Act case)

**Product Liability MDLs**

- MDL 2885 *In re 3M Combat Arms Earplug Products Liability Litigation* (Common Benefit Fund Committee)
- MDL 2885 *In re 3M Combat Arms Earplug Products Liability Litigation* (Settlement Implementation and Administration Committee)

**Medical Device MDLs**

- MDL 2441 *In re Stryker Rejuvenate and ABG II Hip Implant Products Liability Litigation* (Plaintiffs' Steering Committee)
- MDL 2846 *In re Davol, Inc./C.R. Bard, Inc. Polypropylene Hernia Mesh Products Liability Litigation* (Plaintiffs' Steering Committee)
- MDL 2974 *In re Paragard IUD Products Liability Litigation* (Plaintiffs' Steering Committee)

**Pharmaceutical Drug MDLs**

- MDL 2374 *In re Abilify (Aripirazole) Products Liability Litigation* (Plaintiffs' Steering Committee)
- MDL 2875 *In re Valsartan Products Liability Litigation* (Plaintiffs' Steering Committee)
- MDL 3140 *In re Depo-Provera (Depot Medroxyprogesterone Acetate) Products Liability Litigation* (Plaintiffs' Executive Committee)
- MDL 3140 *In re Depo-Provera (Depot Medroxyprogesterone Acetate) Products Liability Litigation* (Plaintiffs' Steering Committee)



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### **Data Privacy Class Actions**

- *Nadeau, et al. v. Onsite Mammography, LLC d/b/a Onsite Womens Health*, Case No. 3:25-cv-11123-MGM (D. Mass.) (Interim Co-Lead Class Counsel)
- *In re Christie's Data Breach Litigation*, Case No. 23-cv-221-JMF (S.D.N.Y.) (Co-Lead Class Counsel)
- MDL 3126 *In re Snowflake, Inc. Data Security Breach Litigation* (Co-Lead of Financial Institutions Spoke)
- *In re Set Forth Data Security Litigation*, Case No. 1:24-cv-11688 (N.D. Ill.) (Plaintiffs' Steering Committee)
- *In re Marquis Software Solutions, Inc. Data Breach Litigation*, Case No. 4:25-cv-01277-ALM (E.D. Tex.) (Plaintiffs' Executive Committee)
- *In re CNHI Data Breach Litigation*, Case No. 2:25-cv-980-RAH (M.D. Ala.) (Interim Liaison Counsel)
- *In re Jack's Family Restaurants, LP Data Breach Litigation*, Case No. 2:25-cv-01861-LCB (N.D. Ala.) (Interim Liaison Class Counsel)
- *In re Methodist Home Care Data Incident Litigation*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2025-904388 (Interim Co-Lead Class Counsel)
- *Lodico, et al. v. Bradford Health Services, LLC*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2025-902264 (Interim Co-Lead Class Counsel)
- *In re Neurological Institute of Savannah Data Breach Litigation*, Superior Court, Chatham Cty., Ga., Case No. SPCV25-00806-ST (Interim Co-Lead Class Counsel)
- *In re Bluewater Healthcare Network, d/b/a Aspire Rural Health System Data Breach Litigation*, Superior Court, Sanilac Cty., Mi., Case No. 2025-41042-CZ (Interim Co-Lead Class Counsel)
- *In re Alabama Ophthalmology Associates Data Breach Litigation*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2025-901488.00 (Interim Co-Lead Class Counsel)
- *In re AOD Federal Credit Union Data Breach Litigation*, Circuit Court, Calhoun Cty., Ala., Case No. 11-cv-2025-900178.00 (Interim Co-Lead Class Counsel)
- *In re Heritage South Credit Union Data Breach Litigation*, Circuit Court, Talladega Cty., Ala., Case No. 61-cv-2025-900175.00 (Liaison Counsel)
- *In re Municipal Parking Services, Inc. DPPA Litigation*, Case No. 3:24-cv-320-TKW-HTC (N.D. Fla.) (Interim Co-Lead Class Counsel in Drivers Privacy Protection Act case)
- *Walker, et al. v. P&S Transportation, LLC, et al.*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2025-900187 (Settlement Class Counsel)
- *Lee, et al. v. Baptist Health Centers, LLC*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2023-9004352.00 (Interim Co-Lead Class Counsel)
- *Harrison, et al. v. Peco Foods, Inc.*, Case No. 7:24-cv-1028-LSC (N.D. Ala.) (Interim Co-Lead Class Counsel)
- *Brown, et al. v. Alabama Cardiology Group, P.C.*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2024-903135 (Interim Co-Lead Class Counsel)



**PITTMAN DUTTON  
HELLUMS BRADLEY  
— & MANN, P.C. —**

ATTORNEYS AT LAW

- *In re Cardiology Associates Data Breach Litigation*, Circuit Court, Mobile Cty., Ala., Case No. 02-cv-2025-900139.00 (Liaison Counsel)
- *Kornegay, et al. v. Heart South Cardiovascular Group, P.C.*, Circuit Court, Bibb Cty., Ala., Case No. 07-cv-2024-9000089 (Settlement Class Counsel)
- *Limbaugh, et al. v. Norwood Clinic, Inc.*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2022-900851 (Co-Lead Class Counsel representing victims of a data breach which resulted in a \$2.3 million settlement)
- *Kemp, et al. v. NorthStar Emergency Medical Services, Inc.*, Circuit Court, Tuscaloosa County, Alabama, Case No. 63-cv-2023-900249 (Settlement Class Counsel representing victims of a data breach)
- *Sides, et al. v. Sheffield Group, Inc., et al.*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2024-900745 (Settlement Class Counsel representing victims of a data breach)
- *Hufstetler, et al. v. Upstream Rehabilitation, Inc., et al.*; Circuit Court, Jefferson Cty., Ala., Case No., 01-CV-2024-902563 (Settlement Class Counsel representing victims of a data breach)
- *Williams v. Gulf Coast Pain Consultants*, 3:19-cv-01659 (N.D. Fla.) (Class Counsel representing victims of a data breach)
- *In re Arby's Restaurant Group, Inc. Data Security Litigation*, 1:17-cv-514 (N.D. Ga.) (Plaintiffs' Steering Committee)
- MDL 2595 *In re Community Health Systems, Inc., Customer Data Security Breach Litigation* (Local Liaison Counsel)
- *WinSouth Credit Union, individually and on behalf of all similarly situated v. MAPCO Express, Inc. and Delek US Holdings, Inc.* (Class Counsel representing financial institution victims of a data breach)
- *Mandi Phillips, individually and on behalf of all similarly situated v. MAPCO Express, Inc. and Delek US Holdings, Inc.* (Class Counsel representing individual victims of a data breach)

**PDHBM represented or currently represents clients in the following MDLs or class actions:**

1. MDL 1985 *In re Total Body Formula Products Liability Litigation* (Co-Lead Counsel; member of Plaintiffs' Executive Committee and Plaintiffs' Steering Committee)
2. *In re NCAA Student-Athlete Name & Likeness Licensing Litigation*
3. MDL 1507 *In re Prempro Product Liability Litigation*
4. MDL 1657 *In re Vioxx Products Liability Litigation*
5. MDL 2000 *In re Yasmin and Yaz (Drospirenone) Marketing, Sales Practices and Products Liability Litigation*
6. MDL 2047 *In re Chinese-Manufactured Drywall Products Liability Litigation*
7. MDL 2087 *In re Hydroxycut Marketing and Sales Practices Litigation*
8. MDL 2179 *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*
9. MDL 2187 *In re C.R. Bard, Inc., Pelvic Repair System Products Liability Litigation*



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10. MDL 2197 *In re DePuy Orthopaedics, Inc., ASR Hip Implant Products Liability Litigation*
11. MDL 2240 *In re Cook Medical, Inc., Pelvic Repair System Products Liability Litigation*
12. MDL 2243 *In re Fosamax (Alendronate Sodium) Products Liability Litigation (No. II)*
13. MDL 2244 *In re DePuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation*
14. MDL 2299 *In re Actos (Pioglitazone) Products Liability Litigation*
15. MDL 2385 *In re Pradaxa (Dabigatran Etexilate) Products Liability Litigation*
16. MDL 2387 *In re Coloplast Corp. Pelvic Support Systems Products Liability Litigation*
17. MDL 2391 *In re Biomet M2a Magnum Hip Implant Products Liability Litigation*
18. MDL 2406 *In re Blue Cross Blue Shield Antitrust Litigation*
19. MDL 2592 *In re Xarelto (Rivaroxaban) Products Liability Litigation*
20. MDL 2641 *In re Bard IVC Filters Products Liability Litigation*
21. MDL 2666 *In re Bair Hugger Forced Air Warming Devices Products Liability Litigation*
22. MDL 2740 *In re Taxotere (Docetaxel) Products Liability Litigation*
23. MDL 2753 *In re Atrium Medical Corp. C-Qur Mesh Products Liability Litigation*
24. MDL 2768 *In re Stryker LFIT V40 Femoral Head Products Liability Litigation*
25. MDL 2775 *In re Smith & Nephew Birmingham Hip Resurfacing (BHR) Hip Implant Products Liability Litigation*
26. MDL 2782 *In re Ethicon Physiomesh Flexible Composite Hernia Mesh Products Liability Litigation*
27. MDL 2862 *In re Diisocyanates Antitrust Litigation*
28. MDL 2867 *In re Local TV Advertising Antitrust Litigation*
29. MDL 2949 *In re Profemur Hip Implant Products Liability Litigation*
30. MDL 3044 *In re Exactech Polyethylene Orthopedic Products Liability Litigation*
31. MDL 3108 *In re Change Healthcare, Inc., Customer Data Security Breach Litigation*
32. MDL 3125 *In re AngioDynamics, Inc., and Navilyst Medical, Inc. Port Catheter Products Liability Litigation*
33. MDL 3126 *In re Snowflake, Inc. Data Security Breach Litigation*
34. MDL 3140 *In re Depo-Provera (Depot Medroxyprogesterone Acetate) Products Liability Litigation*
35. MDL 3170 *In re Trans Union, LLC Customer Data Security Breach Litigation*