

**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

**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 Agreement¹; 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 13th DAY OF APRIL, 2026, ORDERED THAT:

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

¹ 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 on July 13, 2026, which is sixty (60) days after the Notice Date on May 13, 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 on July 13, 2026, which is sixty (60) days after the Notice Date on May 13, 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 September 9, 2026 at 12:00 PM, 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: _____

4/13/26


MARK G. MASTROIANNI
United States District Judge