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**

MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I. INTRODUCTION

This Court preliminarily approved the Settlement in this data breach class action on April 13, 2026. The Settlement established a non-reversionary Common Fund of $2,525,000 for the benefit of approximately 357,265 Class Members whose Private Information was potentially compromised in a data incident perpetrated against Defendant Onsite Mammography, LLC d/b/a Onsite Women's Health ("Onsite" or "Defendant").[1]

Under the Settlement, Class Members are eligible for three tiers of substantial and meaningful benefits: (1) reimbursement of documented out-of-pocket losses up to $5,000 per Class Member; (2) a *pro rata* cash payment from the remaining balance of the Settlement Fund; and (3)

[1] Unless otherwise stated, all capitalized terms shall have the definitions set forth in the Settlement Agreement. Citations to the Settlement Agreement will be abbreviated as "Agr. ¶ ___."

three years of credit monitoring and medical identity monitoring services equivalent to CyEx Medical Shield Complete, which includes three credit bureau monitoring services and $1,000,000 in identity theft insurance coverage, available to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from Onsite.

The Settlement was reached only after extensive investigation and hard-fought litigation, including arm's-length negotiations and a formal mediation session before the Honorable David E. Jones (Ret.), an experienced and well-respected mediator. Although Plaintiffs and Class Counsel believe in the merits of their claims, Defendant denies each and all of the claims and contentions alleged against it in the Litigation, including all charges of wrongdoing or liability. The claims involve the intricacies of data security litigation (a fast-developing area in the law), and Plaintiffs would face risks at each stage of litigation. Against these risks, Class Counsel and Plaintiffs believe that the Settlement achieved is for the benefit of the Settlement Class.

Following preliminary approval, the Settlement Administrator, EisnerAmper, disseminated Notice via direct mail, successfully reaching 97.17% of the Class. *See* Declaration of Ryan Aldridge of Eisner Advisory Group, LLC ("EisnerAmper"), attached hereto as Exhibit 1, ¶ 15 ("EisnerAmper Decl."). As of the date of this filing, thirteen (13) Class Members have submitted requests for exclusion and zero objection(s) have been filed. EisnerAmper Decl., ¶¶ 17, 18. This overwhelmingly positive response from the Class strongly supports final approval.

For the reasons set forth below, Plaintiffs respectfully request that this Court grant final approval of the Settlement. The Settlement meets all the criteria for final approval.

II. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs incorporate by reference the factual and procedural background set forth in their Memorandum in Support of Preliminary Approval. In brief, in or around October 2024, an unauthorized actor gained access to one or more employee email accounts maintained by Defendant via a phishing attack. The unauthorized access may have compromised the Private Information of approximately 357,265 individuals, including names, Social Security numbers, medical information, health insurance information, and other sensitive data. Defendant sent notice of the Incident to the affected individuals only six months later, on or about April 21, 2025.

Plaintiffs filed this action asserting claims for negligence, breach of implied contract, breach of fiduciary duty, invasion of privacy, unjust enrichment, and declaratory judgment. After extensive investigation and discovery, the Parties engaged in mediation before the Honorable David E. Jones (Ret.) and reached the Settlement now before this Court.

III. SUMMARY OF THE SETTLEMENT

The Settlement Class is defined as all persons residing in the United States whose Private Information may have been impacted by the Incident announced by Defendant on or about April 21, 2025.

The Settlement establishes a non-reversionary Common Fund of $2,525,000.00, which funds all components of the Settlement, including: notice and administration costs, Court-approved service awards, Court-approved attorneys' fees and costs, and all benefits to Class Members.

Class Members may submit claims for the following benefits: (1) reimbursement of documented out-of-pocket expenses causally related to the Incident, up to $5,000 per Class Member; (2) a pro rata cash payment from the Net Settlement Fund (approximately $7.07 per Class Member); and (3) three years of credit monitoring and medical identity monitoring services equivalent to CyEx Medical Shield Complete, which includes $1,000,000 in identity theft insurance. These benefits provide meaningful and comprehensive relief to address both the financial and ongoing privacy harms suffered by the Class.

Attorneys' fees were negotiated separately, after the substantive terms of the Settlement had been agreed upon, ensuring that the fee negotiation did not influence the relief provided to the Class.

IV. NOTICE AND ADMINISTRATION

A. Class List

Defendant provided EisnerAmper, the Settlement Administrator, with a data file containing the names and last known mailing addresses of 357,308 potential Class Members. EisnerAmper Decl., ¶ 7. EisnerAmper performed deduplication and data hygiene processes to ensure the accuracy of the Class List. *Id*.

B. CAFA Notice

In compliance with 28 U.S.C. § 1715, the Settlement Administrator caused the appropriate notice to be served upon the Attorneys General of each state in which a Class Member resides and upon the Attorney General of the United States. *Id*. ¶ 6, Ex. A.

C. Direct Mail Notice

EisnerAmper updated the mailing addresses through the National Change of Address ("NCOA") database maintained by the United States Postal Service. *Id*. ¶ 9. Notice packets were then mailed via First Class Mail to all Class Members at their last known addresses. *Id*. ¶ 10. Notices returned as undeliverable with a forwarding address were re-mailed to the updated address. *Id*. For Notices returned without a forwarding address, EisnerAmper conducted advanced address searches and re-mailed Notices to any new addresses identified. *Id*.

D. Post Office Box, Toll-Free Number, and Settlement Website

EisnerAmper established a dedicated post office box, a toll-free telephone number, and a Settlement Website at www.OnsiteSettlement.com to provide Class Members with access to the

Settlement Agreement, Notice, Claim Form, and other relevant documents. *Id.* ¶¶ 11, 13, 12. The Settlement Website has been operational since May 13, 2026 and will remain active throughout the claims period. *Id.* ¶ 12. The Settlement Website contains a summary of the Settlement, important dates and deadlines, contact information for the Claims Administrator, answers to frequently asked questions, downloadable copies of relevant documents, and allows Settlement Class Members to file a Claim Form online. *Id.*

E. Requests for Exclusion, Objections, and Claims

As of the date of this filing, EisnerAmper has received thirteen (13) valid requests for exclusion, representing less than .0001% of the Class. *Id.* ¶ 17. Additionally, zero objection(s) have been filed. *Id.* ¶ 18. The Settlement Administrator has received 8,456 claims. *Id.* ¶ 16.

V. THE SETTLEMENT WARRANTS FINAL APPROVAL

Federal Rule of Civil Procedure 23(e)(2) provides that a court may approve a class action settlement "only after a hearing and only on finding that it is fair, reasonable, and adequate." "In the First Circuit, this requires a wide-ranging review of the overall reasonableness of the settlement that relies on neither a fixed checklist of factors nor any specific litmus test." *In re Tyco Int'l Ltd. Multidistrict Litig.*, 535 F. Supp. 2d 249, 259 (D.N.H. 2007). However, in determining whether a settlement meets this standard, courts in the First Circuit do consider whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate; and (D) the proposal treats class members equitably relative to each other. *See Roberts v. TJX Cos., Inc.*, No. 13-CV-13142-ADB, 2016 WL 8677312, at *3 (D. Mass. Sept. 30, 2016).

The First Circuit maintains a strong policy favoring settlements, especially in class actions. *See In re Pharm. Indus. Average Wholesale Price Litig.*, 588 F.3d 24, 36 (1st Cir. 2009); *Lazar v.*

Pierce, 757 F.2d 435, 440 (1st Cir. 1985) (commenting on the "overriding public interest in favor of the voluntary settlement of disputes, particularly where class actions are involved."); *Hill v. State St. Corp.,* No. CIV.A. 09-12146-GAO, 2015 WL 127728, at *6 (D. Mass. Jan. 8, 2015); ("The determination of whether a settlement is fair, reasonable and adequate should be evaluated within the context of the public policy favoring settlement.") (citation modified); *see also P.R. Dairy Farmers Ass'n v. Pagan*, 748 F.3d 13, 20 (1st Cir. 2014) (noting the "strong public policy in favor of settlements").

Rule 23(e)(2) provides factors for the Court to determine if a settlement is "fair, reasonable, and adequate." The Rule 23(e)(2) factors are: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed attorney's fee, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(2); and (D) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2).

Additionally, while the First Circuit has not developed a definitive list of factors to consider when evaluating the fairness of a class action settlement, courts in this Circuit frequently employ the Second Circuit's *Grinnell* factors to evaluate whether a settlement is fair, reasonable, and adequate. *See New Eng. Carpenters Health Benefits Fund v. First Databank, Inc.*, 602 F. Supp. 2d 277, 280 (D. Mass. 2009). These factors include: (1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund in light of the attendant risks of litigation. *See In re Pharm. Indus. Average Wholesale Price Litig.*, 588 F.3d 24, 36 (1st Cir. 2009). "The necessary assessment is, thus, holistic and incorporates a wide variety of factors bearing on the central question of whether the settlement is reasonable in light of the uncertainty of litigation." *Bussie v. Allmerica Fin. Corp.*, 50 F. Supp. 2d 59, 72 (D. Mass. 1999) (internal citations omitted). "Notwithstanding the responsibility of the district court to carefully assess the settlement, there is a presumption in its favor so long as parties engaged in arms-length negotiations after meaningful discovery." *In re Ranbaxy Generic Drug Application Antitrust Litig.*, 630 F. Supp. 3d 241, 244-45 (D. Mass. 2022) (citing *In re Tyco Int'l*, 535 F. Supp. 2d at 259).

"[T]here is a 'strong initial presumption' in favor of approving a proposed class action settlement, particularly one 'that was negotiated at arms-length by experienced counsel.'" *Lazar v. Pierce*, 757 F.2d 435, 440 (1st Cir. 1985). The Settlement here satisfies all applicable standards for final approval.

A. The Settlement Satisfies All of the Rule 23(e)(2) Factors

1. The Class Was Adequately Represented

The adequacy requirement is met where 1) "the interests of the representative party will not conflict with the interests of the class members" and 2) "counsel chosen by the representative party is qualified, experienced and able to vigorously conduct the proposed litigation." *In re Evergreen Ultra Short Opportunities Fund Sec. Litig.*, 275 F.R.D. 382, 391 (D. Mass. 2011) (internal citations omitted). Here, the Class Representatives have the same interests as all other Settlement Class Members, as they are asserting the same claims and share the same alleged injuries. Further, the Court has already recognized Class Counsel's experience and qualifications in appointing them to lead this litigation, and the record shows Class Counsel worked diligently to litigate and ultimately bring this case to resolution. *See* Order Granting Prelim. App., Doc. No. 39; *see also In re: Lumber Liquidators Chinese-Manufactured Flooring Prod. Mktg., Sales Practices & Prod. Liab. Litig.*, 952 F.3d 471, 485 (4th Cir. 2020) (finding counsel's experience in complex civil litigation supported fairness of settlement).

Further, the eight named Plaintiffs have served as diligent Class Representatives throughout this litigation. They have participated in discovery, remained in regular contact with counsel, and acted at all times in the best interests of the Class. Class Counsel are experienced practitioners in data breach and consumer class action litigation. *See In re Evergreen Ultra Short Opportunities Fund Sec. Litig.*, 275 F.R.D. 382, 391 (D. Mass. 2011) (adequacy satisfied where representatives had no conflicts and counsel was experienced). The Class was adequately represented.

2. The Settlement Was Negotiated at Arm's Length

The Settlement was reached through arm's-length negotiations. Settlements reached by experienced counsel that result from arm's-length negotiations are presumed to be fair, adequate and reasonable. *See Leonardo's Pizza by the Slice, Inc. v. Wal–Mart Stores, Inc.*, 544 U.S. 1044, 125 S. Ct. 2277, 161 L.Ed.2d 1080 (2005) ("'[P]resumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery.'") (quoting MANUAL FOR COMPLEX LITIGATION (THIRD) § 30.42 (1995)). This deference reflects the understanding that vigorous negotiations between seasoned counsel protect against collusion and advance the fairness consideration of Rule 23(e).

The involvement of a neutral mediator is strong evidence that the negotiations were conducted at arm's length and free from collusion. *See Hill v. State St. Corp.*, No. CIV.A. 09-12146-GAO, 2015 WL 127728, at *8 (D. Mass. Jan. 8, 2015) (arm's length negotiation through experienced mediator supports approval). The Settlement here is the product of extensive arm's-length negotiations conducted by experienced counsel and a well-respected mediator, all of whom are knowledgeable in complex data breach class actions. The Settlement reflects the progress of months of negotiations, the preparation and review of pre-mediation materials, and the review of relevant informal discovery. The Parties were only able to reach the Settlement after a full-day mediation session with Hon. David E. Jones (Ret.), who has considerable experience mediating data breach class settlements. During the mediation and in the subsequent settlement discussions, the Parties engaged in aggressive negotiations to reach agreement on the final terms.

Class Counsel have considerable experience in handling data breach class actions and are clearly capable of assessing the strengths and weaknesses of a case. The experience of the attorneys involved demonstrates that the Settlement Class Members were well represented at the bargaining table. Indeed, it is Class Counsel's opinion that the relief provided is a superior result. Accordingly, as another judge of this Court held, "[w]hen the parties' attorneys are experienced and knowledgeable about the facts and claims, their representations to the court that the settlement provides class relief which is fair, reasonable and adequate should be given significant weight." *Rolland v. Cellucci*, 191 F.R.D. 3, 10 (D. Mass. 2000).

3. The Relief Is Adequate Under Rule 23(e)(2)(C)

The relief offered to Class Members in the proposed Settlement addresses the types of repercussions and injuries arising from the Incident and is more than adequate under the factors outlined in Rule 23(e)(2)(C). Class Counsel, who have meaningful experience in leading major data breach class actions, strongly believe that the relief is fair, reasonable, and adequate. The Court may rely upon such experienced counsel's judgment. *See, e.g., Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004) ("[T]he trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel.") (citations omitted).

i. The Costs, Risk, and Delay of Trial and Appeal

Class action litigation is inherently risky, expensive, and uncertain. First, there was a risk that Plaintiffs' claims would not have survived, in part or full, on a classwide basis after ruling on a motion to dismiss, motion for class certification, motions for summary judgment, Daubert motions on damages methodologies, and other motions. Indeed, due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Second, if Plaintiffs survived a motion to dismiss, prevailed on a motion for class certification, successfully defeated all of Onsite's other objections and motions, and proceeded to trial, Plaintiffs would have still faced significant risks in establishing liability, damages, and class-wide causation. Defendant would likely raise vigorous defenses, and the outcome of trial is never assured. Even if Plaintiffs prevailed at trial, Defendant could appeal, further delaying any recovery for years. *See Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *6 (D. Colo. Dec. 19, 2019) (risk and delay of trial weigh in favor of approval). The Settlement provides certain, immediate relief that eliminates these risks. It ensures that Settlement Class Members with valid claims for Documented Losses will receive compensation immediately, provides access to credit monitoring and identity theft protection services (benefits that may not have been available at trial), and provides pro rata cash payments. The substantial cost, risk, and delay of the trial and appeal process support a finding that the proposed Settlement is adequate. *Bezdek*, 79 F. Supp. 3d at 345.

ii. The Method of Distributing Relief Is Effective

The Settlement provides a simple and effective method for distributing relief to Class Members. The available relief is detailed clearly in the Notice, which was provided to all Settlement Class Members, laying out the benefits to which they are entitled. The Notice Program included dissemination of individual notices by direct mail. This direct mail and email notice reached 97.17% of the Class. *See* EisnerAmper Decl. ¶ 15. Therefore, Settlement Class Members received effective and efficient notice of the relief offered. Because Settlement Class Members were able to make claims through a simple online form or by mail, the method of distributing the relief is efficient and effective, and the proposed Settlement is adequate under this factor. EisnerAmper, an experienced Settlement Administrator, will process claims and distribute payments directly to Class Members. The claims process is straightforward, and Class Members can submit claims online or by mail with minimal documentation requirements.

iii. The Terms Relating to Attorneys' Fees Are Reasonable

Class Counsel is seeking attorneys' fees of one-third of the Common Fund (approximately $841,666.66), plus reimbursement of litigation expenses of $9,550.99. A one-third fee is well within the range commonly approved in the First Circuit and is supported by a lodestar crosscheck, as laid out in the Memorandum in Support of Attorneys' Fee Motion being filed concurrently with this motion; *see also*, *e.g.*, *Meaden v. HarborOne Bank*, No. 1:23-cv-10467-AK, ECF No. 24 (D. Mass. Nov. 14, 2023) ("33.33% of the Settlement Fund is fair and reasonable in light of the nature of this case"); *In re Emmanuel College Data Sec. Incident*, No. 1:24-CV019314-AK, ECF No. 46

(D. Mass. July 29, 2025) (same); *In re Sovos Compliance Data Sec. Incident Litig.*, No. 1:23-cv-12100, ECF No. 51 (D. Mass. July 23, 2024) (same); *Fiorentino v. FloSports, Inc.,* No. 1:22-cv-11502 (D. Mass. March 5, 2024) (same); *P.R. Dairy Farmers Ass'n v. Pagan*, 748 F.3d 13, 20 (1st Cir. 2014) ("We have recently identified 25% as a benchmark, applicable in common fund cases, against which to measure fee requests."). Importantly, the fee terms were negotiated separately from the substantive terms, after the Parties had agreed upon the relief for the Class. *See Meaden,* No. 1:23-cv-10467-AK (approving one-third fee in data breach settlement).

iv. Any Agreement Required to Be Identified Under Rule 23(e)(3)

There are no side agreements between the Parties that must be identified under Rule 23(e)(3), and Plaintiffs have no financial interest in the Settlement Administrator. All material terms of the Settlement are contained in the Settlement Agreement filed with this Court.

4. The Proposed Settlement Treats Class Members Equitably

The Settlement treats all Class Members equitably because they all have similar claims arising from the same data breach, and are all treated the same under the Settlement. Fed. R. Civ. P. 23(e)(2)(D). All Class Members are eligible for the same categories of relief and the distribution methodology does not unfairly favor any subgroup. Class Members who suffered documented out-of-pocket losses may seek reimbursement up to $5,000, while all Class Members are eligible for *pro rata* payments and credit/medical monitoring services regardless of their specific circumstances. *See Bezdek*, 79 F. Supp. 3d at 343 (equitable treatment where all class members had access to same relief). Thus, the Settlement does not provide preferential treatment to Plaintiffs or any segments of the proposed Settlement Class, and the factors under Rule 23(e) support final approval.

B. The *Grinnell* Factors Weigh in Favor of Final Approval

1. The Settlement Agreement Is Favorable Given the Complexity, Expense, and Likely Duration of Litigation

The first *Grinnell* factor weighs heavily in favor of granting final approval. Although nearly all class actions involve a high level of risk, expense, and complexity, data breach cases are especially so. *See In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800, 2020 WL 256132, at *32-33 (N.D. Ga. Mar. 17, 2020) (recognizing the complexity and novelty of issues in data breach class actions); *In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 WL 3960068, at *12 (N.D. Cal. Aug. 17, 2018) ("[C]lass certification was not guaranteed, in part because Plaintiffs had a scarcity of precedent to draw on."). Indeed, data breach litigation is a fast developing field with many facets that have not been fully tested at the trial court level. Should this case proceed, it would become necessary for the Parties to engage in lengthy discovery, take time-consuming technical depositions of Onsite's IT staff, and engage in motion practice related to certification and summary judgment. Given the complexity of the claims and arguments here, a trial would likely follow. Litigation would be extraordinarily complex, and it could take several years for the Class to see real recovery, if any at all. Further, any award as the result of a trial in this case would likely be subject to appeal, which would further delay any recovery in this matter. The Settlement provides prompt relief while avoiding years of additional litigation. *See In re Ranbaxy*, 630 F. Supp. 3d at244-45 (complexity and expense of continued litigation favor settlement).

2. The Reaction of the Class to the Settlement Agreement has been Favorable.

In most class action settlements, a small number of opt-outs and objections "are to be expected" and do not impact the Settlement's fairness. *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 527 (E.D. Mich. 2003) (citations omitted); *see also Olden v. Gardner*, 294 F. App'x 210, 217 (6th Cir. 2008) (inferring that most "class members had no qualms" with a settlement in which 79 out of 11,000 class members objected). But here, ***no*** Class Members have objected to any aspect of the Settlement, and only thirteen (13) Class Members have requested exclusion. EisnerAmper Decl. ¶¶ 17, 18. This overwhelmingly positive response demonstrates that the Class views the Settlement as fair and adequate. Courts routinely approve settlements with far higher exclusion and objection rates. *Compare In re Relafen Antitrust Litigation*, 231 F.R.D. 52, 72 (D. Mass. 2005) (reaction to settlement was positive with 140 opt-outs and 10 objections) *with In re Lupron Marketing Sales Practices Litig*., 228 F.R.D. 75, 96 (D. Mass. 2005) (reaction to settlement was positive with 49 opt-outs and 10 objectors); *Bezdek*, 79 F. Supp. 3d at 347 (positive reaction to settlement with 23 opt-outs and 3 objections). Also, based upon the claims rate, the Settlement Class's reaction has been extremely positive and strongly supports final approval. The claims deadline is August 11, 2026. EisnerAmper Decl. ¶ 16. As of June 26, 2026, a total of 8,456 claims have already been received from Settlement Class Members, amounting to a claims rate of 2.37%. *Id.* Class Counsel expects that claims rate to grow before the August 11, 2026 Claims Deadline. A claims rate of 2.37% at this stage compares very favorably to the claims rates in other data breach class action settlements. *See, e.g., In re Hudson's Bay Co. Data Sec. Incident Consumer Litig.*, No. 18-CV-8472 (PKC), 2022 WL 2063864, at *10 (S.D.N.Y. June 8, 2022) (approving data breach class settlement where the "number of claims submitted reflects a response rate of approximately 0.25%"); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (finding that a 1.8% claims rate reflects a positive reaction by the class); *In re Target Corp. Customer Data Sec. Breach Litig.*, No. 14-md2522, 2017 WL 2178306, at *1–2 (D. Minn. May 17, 2017), aff'd, 892 F.3d 968 (8th Cir. 2018) (approving settlement with a claims rate of roughly 0.23%).

3. The Parties Have Engaged in Sufficient Discovery

The third factor requires "that sufficient discovery be conducted to make an intelligent judgment about settlement." *Hochstadt v. Boston Sci. Corp.*, 708 F. Supp. 2d 95, 107 (D. Mass. 2010). Courts often "defer to the judgment of experienced trial counsel with regard to the evaluation of the strength of the case and the desirability of settlement at this stage of the proceeding." *Kritzer v. Safelite Solutions*, LLC, 2012 WL 1945144, at *7 (S.D. Ohio May 30, 2012). This is particularly true "where plaintiffs' counsel are skilled and experienced in consumer class action litigation." *Bezdek*, 79 F. Supp. 3d at 348.

Here, Class Counsel made an informed decision regarding the appropriateness of settlement. Prior to entering into the Settlement, Class Counsel conducted extensive investigation and informal discovery, including review of Defendant's public filings, the breach notification letters, regulatory notices, and other available information regarding the Incident. Class Counsel obtained sufficient information to make an informed evaluation of the merits of the claims and the adequacy of the Settlement. Through the above process and mediation, Class Counsel came to understand the Incident and the issues arising from it and obtained an excellent settlement. Given their experience, Class Counsel had all the information needed to "adequately assess the[] case and the desirability of the proposed settlement." *See Kritzer,* 2012 WL 1945144, at *7; *see also Robinson v. Nat'l Student Clearinghouse*, 14 F.4th 56, 58 (1st Cir. 2021) (affirming district court's final approval of class action settlement where defendant provided informal discovery and disclosures prior to mediation, and finding that the "district court thus properly concluded that the parties negotiated at arm's length and conducted sufficient discovery."). The Court should find that Class Counsel conducted sufficient fact-finding.

4. There are Risks of Establishing Liability and Damages in this Action and Maintaining the Case Through Trial Would Be Risky Compared to Settlement.

Plaintiffs face meaningful risks in establishing liability, damages, and causation. Historically, data-breach cases face substantial hurdles in surviving even the pleading stage. *See, e.g., Hammond*, 2010 WL 2643307, at *1 (collecting cases); *In re U.S. Office of Pers. Mgmt. Data Sec. Breach Litig.*, 266 F. Supp. 3d 1, 19 (D.D.C. 2017) ("The Court is not persuaded that the factual allegations in the complaints are sufficient to establish . . . standing."), reversed in part, 928 F.3d 42 (D.C. Cir. June 21, 2019) (holding that plaintiff had standing to bring a data breach lawsuit). To the extent the law has gradually accepted this relatively new type of litigation, the path to a class-wide monetary judgment remains unforged, particularly in the area of damages. For now, data breach cases are among the riskiest and most uncertain of all class-action litigation, making settlement the more prudent course when a reasonable one can be reached. Further, the damages methodologies, while theoretically sound in Plaintiffs' view, remain largely untested in a disputed class certification setting and unproven in front of a jury. And, as is the case in any data breach case, establishing causation on a class-wide basis is rife with uncertainty. Defendant would likely contest whether its security measures were unreasonable, whether Plaintiffs suffered cognizable injury, and whether any specific harm is traceable to this Incident. Standing challenges in data breach cases also remain an evolving area of law.

These risks strongly favor the certainty provided by the Settlement. Under the circumstances, Class Counsel determined the Settlement outweighs the risks of continued litigation, provides substantial and immediate relief without further delay, and avoids the risk of an adverse judgment at trial or on appeal. Id. These factors weigh in favor of settlement.

5. While Defendant Could Possibly Withstand a Greater Judgment, the Settlement Should Still Be Approved

Plaintiffs believe that Onsite may be able to withstand a more significant judgment than the Settlement contemplates. However, "a defendant is not required to empty its coffers before a settlement can be found adequate." *In re Sturm, Ruger, & Co., Inc. Sec. Litig.*, No. 3:09CV1293 VLB, 2012 WL 3589610, at *7 (D. Conn. Aug. 20, 2012) (citation omitted). Additionally, this factor, standing alone, is not sufficient to preclude a finding that a settlement is fair, reasonable and adequate where other factors weigh in favor of approving the settlement. *D'Amato v. Deutsche Bank*, 236 F.3d 78, 86 (2d Cir. 2001). This Court has previously held that even in cases involving defendants with "classic deep pockets," this factor is neutral to the issue of whether the proposed settlement should be approved. *In re Relafen*, 231 F.R.D. at 73; *In re Lupron*, 228 F.R.D. at 97. The relevant inquiry is whether the Settlement provides fair value given the risks of litigation. The Settlement here provides substantial, certain relief that reflects a reasonable compromise.

6. The Proposed Settlement Is Reasonable Given the Best Possible Recovery and in Light of the Attendant Risks of Further Litigation.

In evaluating a settlement agreement, the court weighs the likelihood of success on the merits against the amount and form of relief offered in the settlement. *Gulbankian v. MW Mfrs., Inc.*, No. CIV.A. 10-10392-RWZ, 2014 WL 7384075, at *3 (D. Mass. Dec. 29, 2014) (citing *Santana v. Colazo*, 714 F.2d 1172, 1175 (1st Cir. 1983). While Plaintiffs are confident in their claims, proceeding to trial presents real risk. Historically, data breach cases face substantial hurdles in surviving even the pleading stage. *See, e.g., Hammond*, 2010 WL 2643307, at *1 (collecting cases). Even cases implicating more sensitive data have been found insufficient at the district court level. *In re U.S. Office of Pers. Mgmt. Data Sec. Breach Litig.*, 266 F. Supp. 3d 1, 19 (D.D.C. 2017) (finding that the factual allegations in the complaints were insufficient to establish standing), reversed in part, 928 F.3d 42 (D.C. Cir. June 21, 2019) (holding that plaintiff had standing). As another court observed when approving a data breach settlement, "[d]ata breach litigation is evolving; there is no guarantee of the ultimate result. . . . [they] are particularly risky, expensive, and complex." *Fox v. Iowa Health Sys.*, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021).

In any data breach case, establishing causation on a class-wide basis is rife with uncertainty. *See, e.g., In re Hannaford Bros. Co. Cust. Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). While Plaintiffs and Class Counsel believe that the Action is appropriate for class treatment, the outcome of a contested motion and future appeals are far from certain. To emphasize this point, the Court need only look at two very high-profile data breach cases: *In re Brinker Data Incident Litig.* and *In re Marriott Int'l Inc. Customer Data Sec. Breach Litig*. In both cases, plaintiffs were forced to relitigate standing; partially lost *Daubert* motions to exclude some of their expert damages models supporting the motions; had the courts narrow the class definitions in order to grant any certification of a class; had the courts reject class certification of some of the claims and classes; and faced numerous, very serious issues on damages calculations, predominance and causation. *See Brinker Data Incident Litig.*, No. 3:18-cv-686-TJC-MCR, 2021 WL 1405508, at *13 (M.D. Fla. Apr. 14, 2021) (noting that "if it becomes obvious at any time that the calculation of damages (including accounting for multiple data breaches) will be overly burdensome or individualized, the Court has the option to decertify the class"); *In re Marriott Int'l Inc. Customer Data Sec. Breach Litig.*, No. 19- md-2879, 2022 WL 1396522, at *24 (D. Md. May 3, 2022) (approving only the overpayment damages theory where the information necessary to calculate damages is "objective and administrative in nature" and holding if the individual inquiries metastasize to an impermissible level, the court could modify the order, create subclasses, bifurcate liability and damages or decertify the class). Moreover, even if the class was certified, there is always the risk or possibility of decertification. *See In re Marriott Int'l, Inc.*, 78 F.4th 677, 680 (4th Cir. 2023) (decertifying classes and remanding); *In re Marriott Int'l Customer Data Sec. Breach Litig.*, No. 19-MD-2879, 2023 WL 8247865, at *1 (D. Md. Nov. 29, 2023) (recertifying class on remand); *Maldini v. Marriott Int'l, Inc.*, No. 24-1064, 2025 WL 1560372, at *1 (4th Cir. June 3, 2025) (reversing certification a second time).

Given the risk and uncertainty, settlement is prudent when a reasonable agreement can be reached. The $2,525,000 non-reversionary Settlement Fund provides meaningful per-member value of approximately $7.07, exclusive of the additional value provided by three years of credit and medical identity monitoring services with $1,000,000 in identity theft insurance. When measured against the best possible recovery—which would require Plaintiffs to prevail on liability, class certification, and damages at trial and survive appeal—the Settlement provides excellent value for the Class.

7. The Proposed Settlement Is the Result of Informed, Non-Collusive, Arm's Length Negotiations Between the Parties

This factor weighs heavily in favor of granting final approval. This Court recently held that "there is a presumption in its favor [settlement] so long as parties engaged in arms-length negotiations after meaningful discovery." *In re Ranbaxy Generic Drug Application Antitrust Litig.*, 630 F. Supp. 3d at 244-45. As discussed above, the Settlement was reached through formal mediation before the Honorable David E. Jones (Ret.) after extensive investigation and arm's-length negotiations. There is no indication of collusion. The involvement of a neutral, experienced mediator and the procedural history of this case confirm that the Settlement is the product of genuine adversarial bargaining. Given the standard articulated by this Court in *In re Ranbaxy*, the Settlement negotiated by the Parties is entitled to a presumption by the Court that it is a favorable resolution and this factor weighs strongly in favor of approval of the Settlement.

VI. NOTICE SATISFIED DUE PROCESS AND RULE 23

At preliminary approval, the Court approved the Parties' proposed Notice Plan, finding it met the requirements of applicable law and due process. Doc. No. 39, ¶¶ 9,10. That plan has now been fully carried out by Settlement Administrator and the Notice Plan and its execution satisfied all the requirements of Rule 23(c). *See generally*, EisnerAmper Decl.

"[T]he best notice that is practicable under the circumstances" must provide "individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). Due process requires that notice be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950); *see also Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985).

Direct mail notice, utilized here, is the gold standard and is consistent with notice programs approved by other courts. *See, e.g., Stott v. Capital Financial Services,* 277 F.R.D. 316, 342 (N.D. Tex. 2011) (approving notice sent to all class members by first class mail). In *Gascho v. Glob. Fitness Holdings, LLC*, 822 F.3d 269 (6th Cir. 2016), the Sixth Circuit found that the notice and claims processes satisfied Rule 23 where 90.8% of notices were successfully delivered to addresses associated with class members. The Notice plan here meets this standard.

EisnerAmper mailed individual Notice packets to all identifiable Class Members, updated addresses through the NCOA database, re-mailed to forwarding addresses, and conducted skip traces for undeliverable mail. EisnerAmper Decl ¶ 10. After an initial mailing and a remailing of postcards returned undeliverable, EisnerAmper estimates the direct mail notice reached 97.17% of the Settlement Class. *Id.* ¶ 15. This reach rate is consistent with other court-approved, notice programs and FJC Guidelines, which state that a notice plan that reaches over 70% of targeted class members is considered a high percentage and the "norm" of a notice campaign.[2]

[2] FED. JUD. CTR., *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf. The guide suggests that the minimum threshold for adequate notice is 70%; *see also* Barbara Rothstein and

The Notices (both the Postcard Notice sent to Settlement Class Members and the Long Notice available on the Settlement Website) advised Settlement Class Members of their rights to submit a claim, request exclusion from the settlement, object to the settlement, or do nothing, and the implications of each such action. The Notices advised Settlement Class Members of applicable deadlines and events, and how Settlement Class Members could obtain additional information. The Notices adequately informed Settlement Class Members of the nature of the action, the definition of the Class, the claims at issue, and the binding effect of final approval and class judgment. The Notices utilized clear and concise language that is easy to understand and was organized in a way that allowed Settlement Class Members to find any section that they may be looking for. *See generally*, EisnerAmper Decl. Thus, the Notices were substantively adequate. *See Espinosa v. United Student Aid Funds, Inc.*, 553 F.3d 1193, 1202 (9th Cir. 2008), aff'd, 559 U.S. 260 (2010) ("The standard for what amounts to constitutionally adequate notice, however, is fairly low; it's 'notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objection.'").

Additionally, EisnerAmper maintained a comprehensive Settlement Website, toll-free telephone number, and dedicated post office box. EisnerAmper Decl. ¶¶ 12, 13, 11. The Notice clearly described the Settlement terms, benefits available, and the procedures for submitting claims, opting out, or objecting. This Notice program fully satisfies due process and Rule 23(c)(2)(B).

VII. CERTIFICATION OF THE SETTLEMENT CLASS

Thomas Willging, FED. JUD. CTR., *Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d ed. 2010).

This Court preliminarily certified the Settlement Class in its Preliminary Approval Order. Doc. No. 39. Nothing has changed that would warrant reconsideration of that determination. The Rule 23(a) prerequisites of numerosity, commonality, typicality, and adequacy continue to be met, and the Rule 23(b)(3) requirements of predominance and superiority are satisfied. Plaintiffs respectfully request that this Court grant final certification of the Settlement Class.

VIII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court grant final approval of the class action Settlement, find that the Notice program satisfied due process and Rule 23, certify the Settlement Class for settlement purposes, and enter the [Proposed] Final Approval Order and Judgment.

Dated: June 29, 2026

Respectfully submitted,

/s/ John Roddy
John Roddy (BBO # 424240)
BAILEY & GLASSER LLP
101 Arch Street, 8th Floor
Boston, MA 02110
Tel: (617) 439-6730
Fax: (617) 951-3954
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Tel: (205) 322-8880
jonm@pittmandutton.com

Interim Co-Lead Counsel for Plaintiffs

**Pro hac vice*

CERTIFICATE OF SERVICE

I hereby certify that on June 29, 2026, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using CM/ECF. Copies of the foregoing document will be served upon interested counsel via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ John Roddy
Interim Liaison Counsel for Plaintiffs

EXHIBIT 1

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, vs. ONSITE MAMMOGRAPHY, LLC d/b/a ONSITE WOMEN'S HEALTH, Defendant.	Civil Action No. 3:25-cv-11123-MGM Judge: Hon. Mark G. Mastroianni

DECLARATION OF RYAN ALDRIDGE REGARDING IMPLEMENTATION OF NOTICE PROGRAM AND VERIFICATION OF COMPLIANCE WITH NOTICE REQUIREMENTS

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

I. INTRODUCTION

1. ***Personal Information.*** I am a Partner with the Court-appointed Settlement Administrator, Eisner Advisory Group, LLC ("EisnerAmper"). EisnerAmper was retained as the Settlement Administrator in this case, and, as the Project Manager over this Settlement, I am personally familiar with the facts set forth in this declaration.

2. ***The Capacity and Basis of this Declaration and Verification.*** I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration and Verification are based upon my personal knowledge, information received from the parties in this proceeding, and information provided by my colleagues at EisnerAmper and our partners.

3. As the duly appointed Settlement Administrator, I verify compliance with the Notice

requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

II. BACKGROUND

4. ***Preliminary Approval.*** On April 13, 2026, the Court entered its order preliminarily approving the Settlement Agreement and the appointment of EisnerAmper as Settlement Administrator. After the Court's preliminary approval of the Settlement, EisnerAmper began to implement and coordinate the Notice Program.

5. ***The Purpose of this Declaration and Verification.*** I submit this Declaration to evidence EisnerAmper's compliance with the terms of the Preliminary Approval Order, to detail EisnerAmper's execution of its role as the Settlement Administrator, and to verify compliance with the Notice requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

III. CLASS ACTION FAIRNESS ACT NOTICE ("CAFA NOTICE")

6. ***CAFA Notice.*** On or about March 16, 2026, pursuant to 28 U.S.C. § 1715, EisnerAmper, on behalf of Defendant, caused notice of this Settlement and related materials to be sent to the Attorneys General of all U.S. States, the District of Columbia, and the Puerta Rico as well as the Attorney General of the United States. To date, EisnerAmper has not received any objection or any other response from any Attorney General. A copy of the CAFA Notice and mail list are attached as **Exhibit A**.

IV. CLASS NOTICE PROGRAM EXECUTION

7. ***Notice Database.*** EisnerAmper maintains a database of 357,308 Settlement Class Members which was used to effectuate the Notice campaign as outlined within the Settlement Agreement. EisnerAmper received the class data from Defendant's Counsel ("Settlement Class List") on April 27, 2026, in an Excel file with a total of 357,355 records. The Excel file contained the full name and address of Settlement Class Members. EisnerAmper de-duplicated the data records provided based on name and address and determined that the Settlement Class List consisted of 357,308 unique Settlement Class Members to which Notice should be issued as outlined within the Settlement Agreement.

8. ***Mail Notice.*** EisnerAmper coordinated and caused the Short Form Notice in the form of a postcard to be mailed via First-Class Mail ("Postcard Notice") to Settlement Class Members for which a mailing address was available from the class data. The Postcard Notice included (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. The Notice mailing commenced on or before May 13, 2026, in accordance with the Preliminary Approval Order. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit B**, with a copy of the Long-Form Notice and the Claim Form.

9. ***Mailing Address Validation.*** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service ("USPS"). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. Of the 357,308 Settlement Class Members records, 1,746 records did not successfully pass the address validation procedures noted above.

10. ***Mail Notice Delivery.*** In the initial mailing campaign, EisnerAmper executed mailings to 356,562 Settlement Class Members that passed address validation. EisnerAmper conducted skip tracing on the 1,746 records that did not pass address validation and executed mailings for 1,145 of those records. EisnerAmper also executed supplemental mailings for 24,868 Settlement Class Members for which the initial Postcard Notice was not deliverable but for which EisnerAmper was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using a third-party vendor database, or (3) requests received directly from Settlement Class Members. Mail notice delivery statistics are detailed in paragraph 15 below.

Exhibit B.

11. ***Settlement Post Office Box.*** EisnerAmper maintains the following Post Office Box for the Settlement Program:

Onsite Settlement Administrator
PO Box 3868
Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to EisnerAmper and for Settlement Class Members to submit exclusion requests, Claim Forms, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices, the Claim Form, and in multiple locations on the Settlement Website. EisnerAmper monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

12. ***Settlement Website.*** On May 13, 2026, EisnerAmper published the Settlement Website, www.OnsiteSettlement.com. Visitors to the Settlement Website can download the Long-Form Notice, the Claim Form, as well as Court Documents, such as the Consolidated Class Action Complaint, the Settlement Agreement, Motion for Preliminary Approval, Orders of the Court, and other relevant documents. Visitors are also able to submit claims and exclusion requests electronically, find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of June 26, 2026, the Settlement Website received 15,533 unique visits.

13. ***Toll-Free Number.*** On May 13, 2026, EisnerAmper established a dedicated toll-free telephone number, 1-855-389-9238 (the "Toll-Free Number"), which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. EisnerAmper also provided copies of the Long-Form Notice, paper Claim Form, as well as the Settlement Agreement, upon request to Settlement Class Members, through the Toll-Free Number. The Toll-Free Number appeared in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program.

14. ***Email Support.*** EisnerAmper established an Email address, info@OnsiteSettlement.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

V. NOTICE PROGRAM REACH

15. ***Notice Reach Results.*** Through the Notice procedures outlined above, EisnerAmper attempted to send direct notice to 356,707 (99.83%) Settlement Class Members. As of June 26, 2026, the Notice Program reached a total of 347,184 (97.17%) Settlement Class Members[1]. Table 1 below provides an overview of dissemination results for the Notice Program and reach statistics for the Notice Program.

[1] A Settlement Class Member is considered "reached" by direct Notice if a Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable or, if a Notice mailed to the Settlement Class Member was returned by the USPS as undeliverable, a subsequent Notice was mailed to an alternative mailing address for the Settlement Class Member and was not returned.

Notice Dissemination Statistics		
Description	**Volume**	**Percentage**
Settlement Class Members	357,308	100.00%
Mail Notice		
(+) Total Postcards Mailed	356,707	99.51%
(-) Total Postcards Returned as Undeliverable	33,361	9.34%
Remailed Notice		
(+) Total Postcards Remailed	24,868	7.28%
(-) Total Postcards Returned as Undeliverable	1,030	0.29%
Direct Notice Program Reach		
(=) Received Direct Notice	347,184	97.17%

VI. CLAIM ACTIVITY

16. ***Claim Intake and Processing.*** The online claim submission feature was available beginning May 13, 2026. As of June 26, 2026, EisnerAmper has received a total of 8,456 claims submissions (2.37%). EisnerAmper will continue to intake and analyze claims postmarked by the claims filing deadline of August 11, 2026. Table 2 below provides summary statistics and current dispositions. Table 3 below provides a summary of the Net Claims received as of June 26, 2026.

Table 2: Claim Statistics (as of June 26, 2026)	
Description	**Volume (#)**
Total Claims Received	**8,456**
(-) Duplicate Claims	48
(=) Net Claims	**8408**

Table 3: Approved Claims Summary (as of June 26, 2026)	
Claim Form Category	**Claimed**
Number of Times Out-of-Pocket Losses Claimed	15
Out-of-Pocket Losses ($)	$39,582.50
Number of Times Pro Rata Cash Payment Claimed	7,957
Number of Times Credit Monitoring Claimed	3,742
Total ($)	

VII. EXCLUSIONS AND OBJECTIONS

17. ***Exclusions (Opt-Outs) Received.*** EisnerAmper has received thirteen (13) exclusion requests from Settlement Class Members as of June 26, 2026. The deadline to submit a request for exclusion is on July 13, 2026. A list of the individual who has timely requested exclusion from the Settlement is attached

as **Exhibit C**.

18. ***Settlement Objections.*** The Settlement Agreement directed objections be submitted to the Court. EisnerAmper has not received any objections and is not aware of any objections filed directly with the Court from Settlement Class Members. The deadline to object to the Settlement is on July 13, 2026.

VII. CERTIFICATION

I, Ryan Aldridge, declare under the penalty of perjury under the laws of the District of Massachusetts that the foregoing is true and correct. Executed on this 29th day of June, 2026 at Baton Rouge, Louisiana.

Ryan Aldridge

Ryan Aldridge

Exhibit A

EISNERAMPER

EAG Gulf Coast, LLC
8550 United Plaza Blvd.
Suite 1001
Baton Rouge, LA 70809
T 225.922.4600
F 225.922.4611
www.eisneramper.com

VIA U.S. MAIL

Date: March 16, 2026

To: All "Appropriate" Federal and State Officials Per 28 U.S.C. § 1715

Re: CAFA Notice for the proposed Settlement in the *Clarkson, et al. v. Onsite Mammography, LLC, d/b/a Onsite Women's Health*, Case Number: 3:25-cv-11123-MGM, pending in the United States District Court for the District of Massachusetts.

Pursuant to Section 3 of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, Defendant ONSITE MAMMOGRAPHY, LLC, d/b/a ONSITE WOMEN'S HEALTH hereby notifies you of the proposed settlement filed on March 06, 2026 in the above-captioned action (the "Action"), currently pending in the United States District Court for the District of Massachusetts, (the "Court"). 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.

Defendant addresses the eight items required by 28 U.S.C. § 1715(b) below, and all exhibits are available for review on the enclosed CD:

1. 28 U.S.C. § 1715(b)(l) – a copy of the complaint and any materials filed with the complaint and any amended complaints.

   The Class Action Complaint is available as **Exhibit A**, The Amended Class Action Complaint is available as **Exhibit B,** the Consolidated Amended Class Action Complaint is available as **Exhibit C**. The exhibits were all of the Complaints and amendments filed in Case No. 3:25-cv-11123-MGM

2. 28 U.S.C. § 1715(b)(2) – notice of any scheduled judicial hearing in the class action.

   There are no scheduled judicial hearings at this time.

3. 28 U.S.C. § 1715(b)(3) – any proposed or final notification to class members.

   Copies of the proposed Short Form notice, Long Form notice, and the Notice Plan are available as **Exhibits D, E,** and **F**, respectively.

EISNERAMPER

EAG Gulf Coast, LLC
8550 United Plaza Blvd.
Suite 1001
Baton Rouge, LA 70809
T 225.922.4600
F 225.922.4611
www.eisneramper.com

4. 28 U.S.C. § 1715(b)(4) – any proposed or final class action settlement.

   The Settlement Agreement is available as **Exhibit G.**

5. 28 U.S.C. § 1715(b)(5) – any settlement or other agreement contemporaneously made between class counsel and counsel for defendant.

   There is no settlement or other agreement contemporaneously made between class counsel and counsel for defendant.

6. 28 U.S.C. § 1715(b)(6) – any final judgment or notice of dismissal.

   The Court has not entered a final judgment.

7. 28 U.S.C. § 1715(b)(7) – (A) If feasible, the names of class members who reside in each State and the estimated proportionate share of the claims of such members to the entire settlement to that State's appropriate State official; or (B) if the provision of the information under subparagraph (A) is not feasible, a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

   A count of the number of Settlement Class Members by state is available as **Exhibit H.** The Settlement provides for a $ 2,525,000 Settlement Fund. Settlement Class Members may submit a claim for reimbursement for out-of-pocket losses of up to $5,000 and a pro rata cash payment, subject to a pro rata increase or decrease based on total claims filed. In addition, Settlement Class Members may elect to enroll in three years of Credit and Medical/Health Data Monitoring and Insurance Services.

8. 28 U.S.C. § 1715(b)(8) – any written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).

   The Court has not issued any relevant opinions or orders at this time.

If you have any questions about this notice, the Action, or the enclosed materials, please contact the undersigned below.

Sincerely,

Ryan Aldridge

Ryan Aldridge
Ryan.Aldridge@eisneramper.com
Eisner Advisory Group, LLC ("EAG") as *Settlement Administrator*

CAFA Notice Service List

Clarkson, et al. v. Onsite Mammography, LLC , Case No. 3:25-cv-1123-MGM (United States District Court, District of Massachusetts)

Name1	Name2	Address1	Address2	Address3	City	State	Zip
Office of the Attorney General		1031 W. 4th Avenue, Suite 200			Anchorage	AK	99501-1994
Office of the Attorney General		501 Washington Avenue	PO Box 300152		Montgomery	AL	36104
Office of the Attorney General		323 Center Street, Suite 200			Little Rock	AR	72201-2610
Office of the Attorney General		2005 N Central Ave			Phoenix	AZ	85004-2926
Office of the Attorney General	CAFA Coordinator, Consumer Law Section	455 Golden Gate Avenue, Suite 11000			San Francisco	CA	94102
Office of the Attorney General		Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor		Denver	CO	80203
Office of the Attorney General		165 Capitol Avenue			Hartford	CT	06106
Office of the Attorney General		441 4th Street NW, Suite 1100S			Washington	DC	20001
United States Office of the Attorney General	US Department of Justice	950 Pennsylvania Ave, NW			Washington	DC	20530-0001
Office of the Attorney General		820 North French Street	6th Floor		Wilmington	DE	19801
Office of the Attorney General		The Capitol	PL-01		Tallahassee	FL	32399-1050
Office of the Attorney General		40 Capitol Square SW			Atlanta	GA	30334
Office of the Attorney General	Administrative Division	590 S. Marine Corps Dr., Suite 901			Tamuning	GU	96913
Department of the Attorney General		425 Queen Street			Honolulu	HI	96813
Office of the Attorney General		Hoover State Office Building	1305 East Walnut Street		Des Moines	IA	50319
Office of the Attorney General		954 West Jefferson Street, 2nd floor	PO Box 83720		Boise	ID	83720-0010
Office of the Attorney General		100 West Randolph Street			Chicago	IL	60601
Office of the Attorney General		Indiana Government Center South	302 West Washington Street, 5th Floor		Indianapolis	IN	46204
Office of the Attorney General		120 SW 10th Ave, 2nd Floor			Topeka	KS	66612-1597
Office of the Attorney General		700 Capitol Avenue, Suite 118			Frankfort	KY	40601-3449
Office of the Attorney General		PO Box 94005			Baton Rouge	LA	70804
Office of the Attorney General	ATTN: CAFA Coordinator/General Counsel's Office	One Ashburton Place			Boston	MA	02108
Office of the Attorney General		200 St. Paul Place			Baltimore	MD	21202
Office of the Attorney General		6 State House Station			Augusta	ME	04333
Office of the Attorney General		G. Mennen Williams Building	525 West Ottawa Street	PO Box 30212	Lansing	MI	48909
Office of the Attorney General		445 Minnesota Street, Suite 1400			St Paul	MN	55101-2131
Office of the Attorney General		Supreme Court Building	207 West High Street		Jefferson City	MO	65102
Office of the Attorney General		Walter Sillers Building	550 High Street, Suite 11		Jackson	MS	39201
Office of the Attorney General		Justice Building Third Floor	215 North Sanders		Helena	MT	59601
Office of the Attorney General	ATTN: Consumer Protection	114 West Edenton Street			Raleigh	NC	27603
Office of the Attorney General		State Capitol	600 East Boulevard Avenue, Dept. 125		Bismarck	ND	58505
Office of the Attorney General		2115 State Capitol	PO Box 98920		Lincoln	NE	68509
Office of the Attorney General		33 Capitol Street			Concord	NH	03301
Office of the Attorney General		RJ Hughes Justice Complex	25 Market Street	PO BOX 080	Trenton	NJ	08625-0080
Office of the Attorney General	ATTN: Farrah Diaz, Paralegal	201 3rd St NW, Suite 300			Albuquerque	NM	87102
Office of the Attorney General		Old Supreme Court Building	100 North Carson Street		Carson City	NV	89701
Office of the Attorney General		The Capitol			Albany	NY	12224-0341
Office of the Attorney General		State Office Tower	30 East Broad Street, 14th Floor		Columbus	OH	43215
Office of the Attorney General		313 NE 21st Street			Oklahoma City	OK	73105
Office of the Attorney General	Oregon Department of Justice	1162 Court Street NE			Salem	OR	97301-4096
Office of the Attorney General		16th Floor, Strawberry Square			Harrisburg	PA	17120
Office of the Attorney General		PO Box 9020192			San Juan	PR	00902-0192
Office of the Attorney General	ATTN: Lisa Pinsonneault/CAFA Notice	150 South Main Street			Providence	RI	02903
Office of the Attorney General		PO Box 11549			Columbia	SC	29211-1549
Office of the Attorney General		1302 E. Highway 14, Suite 1			Pierre	SD	57501-8501
Office of the Attorney General and Reporter		PO Box 20207			Nashville	TN	37202
Office of the Attorney General		Capitol Station	PO Box 12548		Austin	TX	78711-2548
Office of the Attorney General		Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320
Office of the Attorney General		202 North Ninth Street			Richmond	VA	23219
Office of the Attorney General		34-38 Kronprindsens Gade	Gers Building, 2nd Floor		St Thomas	VI	00802
Office of the Attorney General		109 State Street			Montpelier	VT	05609
Office of the Attorney General		1125 Washington Street SE	PO Box 40100		Olympia	WA	98504-0100
Office of the Attorney General	Wisconsin Department of Justice	PO Box 7857			Madison	WI	53707-7857
Office of the Attorney General		State Capitol	Building 1, Room E-26		Charleston	WV	25305
Office of the Attorney General		Kendrick Building	2320 Capital Avenue		Cheyenne	WY	82002

Exhibit B

Onsite Settlement Administrator
P.O. Box 3868
Baton Rouge, LA 70821

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI

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 Private Information Was 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* *or call toll-free 1-855-389-9238.*

A court has authorized this Notice. This is not a solicitation from a lawyer. You are not being sued.

ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID: [claim Id]
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]

Postal Service: Do Not Mark or Cover Barcode

ZO10

Onsite Settlement

Claim Form — Claim ID: [claim Id]

Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than ***August 11, 2026.***

Only one Claim Form per Class Member.

[FIRST NAME] [LAST NAME]
[ADDRESS1] [ADDRESS2]
[CITY] [STATE] [ZIP]

☐ 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, you must either file a Claim online at 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 or phone number associated with your PayPal, Venmo or Zelle account, or an email address for the Virtual Prepaid card.

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

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 impacted. 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.

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.

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 or call **1-855-389-9238.** Claims must be submitted online or postmarked by **August 11, 2026.**

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 **July 13, 2026** 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 **July 13, 2026.** The Settlement Agreement, available at 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 **September 9, 2026 at 12:00 PM** 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.ONSITESETTLEMENT.COM OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.

QR Code

www.OnsiteSettlement.com **1-855-389-9238**

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 416 BATON ROUGE LA

POSTAGE WILL BE PAID BY ADDRESSEE

ONSITE SETTLEMENT ADMINISTRATOR
PO BOX 3868
BATON ROUGE LA 70821-9871

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.

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

- 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.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a Cash Payment or Credit Monitoring.	Submitted or postmarked on or before **August 11, 2026**
Exclude Yourself By Opting-Out of the Class	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 **July 13, 2026**
Object to the Settlement and/or Attend the Final Approval Hearing	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 **September 9, 2026, at 12:00 PM ET** about the fairness of the Settlement, with or without your own attorney.	Received on or before **July 13, 2026**
Do Nothing	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 or call 1-855-389-9238.
- **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

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 Personal 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 1-855-389-9238 with questions. You may also write with questions to:

Onsite Settlement Administrator
P.O. Box 3868
Baton Rouge, LA 70821
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:

<u>Reimbursement for Out-of-Pocket Losses:</u> 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.

<u>Pro Rata Cash Payments</u>: 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

<u>Credit and Medical/Healthcare Data Monitoring and Insurance Services ("CMIS")</u>: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 <u>www.OnsiteSettlement.com</u> or by calling 1-855-389-9238. 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 **September 9, 2026 at 12:00 PM ET** 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. 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, 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* (United States 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 **July 13, 2026,** to:

Onsite Settlement Administrator
Attn: Exclusion Request
P.O. Box 3868
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: **July 13, 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 **300 State St., Suite 120, Springfield, MA 01105.**

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

Clerk of the Court	**Class Counsel**
United States District Court for the District of Massachusetts 300 State St., Suite 120, Springfield, MA 01105.	Elena A. Belov **ALMEIDA LAW GROUP LLC** 849 W. Webster Avenue Chicago, Illinois 60614 elena@almeidalawgroup.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
Defendant's Counsel	**Settlement Administrator**
Mason N. Floyd Peter T. Berk **CLARK HILL, PLC** 130 E. Randolph, Suite 3900 Chicago, Il 60601 mfloyd@clarkhill.com pberk@clarkhill.com	**Onsite Settlement Administrator** P.O. Box 3868 Baton Rouge, LA 70821

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, Almeida Law Group LLC, Marc H. Edelson, Edelson Lechtzin LLP and Jonathan S. Mann, 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 June 29, 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 **12:00 PM ET on September 9, 2026**, in the Hampden Courtroom at the Springfield Courthouse for the United States District Court for the District of Massachusetts at 300 State Street, Springfield, Massachusetts 01105. 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 or calling 1-855-389-9238.

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 **July 13, 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. You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-855-389-9238.

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.

Onsite Settlement Administrator
P.O. Box 3868
Baton Rouge, LA 70821

Your Claim Form must be postmarked or submitted online no later than August 11, 2026

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 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, 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 Payments 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 August 11, 2026.
Use the address at the top of this form to mail your Claim Form.

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.

First Name	Last Name

Street Address

City	State	Zip Code

Email Address	Telephone Number	Notice ID, if known

PRO RATA CASH PAYMENT

All Settlement Class Members may submit a Claim to receive a **Pro Rata Cash Payment**. Pro Rata Cash Payments 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.

Description of Documentation Provided	*Amount*	*Date*
Example: Receipt for credit repair services	*$100*	*MM/DD/YYYY*
TOTAL AMOUNT CLAIMED:		

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 you 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 C

Exclusion Requests *Clarkson, et al. v. Onsite Mammography LLC*				
Count	**First Name**	**Last Name**	**State/Province**	**Date Submitted**
1	Fayiza	Abuhamra	MI	5/15/2026
2	Judith	Korsnes	MI	5/16/2026
3	Aimee	Hain	GA	5/17/2026
4	Lisa	Rowley	UT	5/17/2026
5	Kathy	Wursten	AZ	5/19/2026
6	Gerry	Washburn	TX	5/20/2026
7	Shirley	Masters	AL	5/20/2026
8	Tricia	Cogburn	AR	5/24/2026
9	Kelsey	Beckenhaupt	OH	5/30/2026
10	Eva	Chappell	NC	5/31/2026
11	Diana	Cabrera	CA	6/5/2026
12	Ming	Hong	GA	6/14/2026
13	Shawnna	Hammon	CA	6/16/2026