

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

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

Plaintiffs,

v.

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

Defendant.

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

CLASS ACTION

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

I declare under penalty of perjury hereby as follows:

1. I, Elena Belov of Almeida Law Group LLC, appointed Interim Co-Lead Class Counsel and proposed Class Counsel¹² in this action, hereby submit this Declaration in connection with Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement with Defendant Onsite Mammography, LLC, d/b/a Onsite Women's Health ("Onsite" or "Defendant").

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

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

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

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

Initial Investigation and Litigation

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

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

5. Defendant denies all liability and wrongdoing.

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

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

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

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

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

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

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

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

Settlement Negotiations and Central Terms

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

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

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

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

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

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

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

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

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

Settlement Terms

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

Settlement Benefits

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

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

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

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

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

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

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

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

Notice

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

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

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

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

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

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

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

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

Claims, Opt-Outs, and Objections

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

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

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

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

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

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

Attorneys' Fees, Costs, and Service Awards

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

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

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

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

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

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

Executed on March 6, 2026

/s/ Elena Belov
Elena Belov

EXHIBIT 1

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

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

Plaintiffs,

v.

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

Defendant.

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

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between Rose Clarkson, June Mack, Valerie Hicks, Carrie Devers, Theresa Culver, Amy Capodici, Georgeann Roberts, and Pamela Silver, on behalf of themselves and the Settlement Class (“Plaintiffs” or “Representative Plaintiffs¹”) and Defendant Onsite Mammography, LLC, d/b/a Onsite Women’s Health (“Defendant” or “Onsite”). This Agreement fully and finally resolves and settles any and all claims that are, were, or could have been asserted in the consolidated litigation styled *Clarkson, et al. v. Onsite Mammography, LLC, d/b/a Onsite Women’s Health*, Case No. 3:25-cv-11123-MGM, pending in the United States District Court for the District of Massachusetts, as set forth herein.

¹ All capitalized terms are defined in Section 2 below.

1. Recitals

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

² Ms. Nadeau subsequently dismissed her claims without prejudice.

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

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

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

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Settlement Fund

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

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

4. Settlement Benefits

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

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

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

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

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

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

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

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

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

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

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

6. Preliminary Approval Order and Notice of Final Approval Hearing

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

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

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

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

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

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

7. Notice Plan

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

8. CAFA Notice

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

9. Opt-Outs

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

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

10. Objections

- 10.1. Any Settlement Class Member who wishes to object to the Settlement must submit a written objection electronically or by first-class postage prepaid to the Court on or before the Objection Deadline, as specified in the Preliminary Approval Order.
- 10.2. The written objection must include:
- a. the objector’s full name, mailing address, telephone number, and email address (if any);

- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- d. a list of all expert witnesses who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- e. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- f. the objector's signature (or, if represented by counsel, an attorney's signature).

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

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

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

11. Attorneys' Fee Award and Expenses

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

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

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

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

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

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

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

13. Release

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

14. Notices

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

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

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

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

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

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

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

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

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

15. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

PLAINTIFFS:

Rose Clarkson, Plaintiff

Date: _____

June Mack, Plaintiff

Date: _____

Valerie Hicks, Plaintiff

Date: _____

Carrie Devers, Plaintiff

Date: _____

Theresa Culver, Plaintiff

Date: _____

Amy Capodici, Plaintiff

Date: _____

Georgeann Roberts , Plaintiff

Date: _____

Pamela Silver, Plaintiff

Date: _____

DEFENDANT:

Date: _____

Name: _____

Title: _____

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Elena A. Belov
ALMEIDA LAW GROUP LLC

Date: _____

Marc H. Edelson
EDELSON LECHTZIN LLP

Date: _____

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

Date: _____

EXHIBIT A

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

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-XXX-XXX-XXXX. Claims must be submitted online or postmarked by [DATE].

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

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

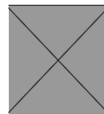
When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [DATE] at the United States District Court for the District of Massachusetts, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys'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

THIS NOTICE IS ONLY A SUMMARY. VISIT WWW.ONSITESETTLEMENT.COM OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.

BRM

(No Postage
Necessary)

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



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

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

www.OnsiteSettlement.com

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

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

ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID: [claim Id]

[FIRST NAME] [LAST NAME]

[ADDRESS1]

[ADDRESS2]

[CITY] [STATE] [ZIP]

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

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

Claim ID: «ClaimID»

Only one Claim Form per Class Member.

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

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

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

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

How would you like to be paid:

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

Your email address or phone number (**REQUIRED**): _____

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

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

EXHIBIT B

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

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

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

- 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 [REDACTED], 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 [REDACTED], 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 [REDACTED], 2026 about the fairness of the Settlement, with or without your own attorney.	Received on or before [REDACTED], 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-###-###-####.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

What This Notice Contains

Basic Information 3

Who is in the Settlement 4

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

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

What Does Defendants Get..... 6

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

Objecting to the Settlement 6

The Lawyers Representing You..... 8

The Court’s Final Approval Hearing 8

If You Do Nothing 9
Getting More Information 9

BASIC INFORMATION

1. Why is there a notice?

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

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

2. What is this lawsuit about?

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

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

3. Why is this lawsuit a class action?

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

4. Why is there a Settlement?

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

WHO IS IN THE SETTLEMENT?

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

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

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

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

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

Onsite Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821
www.OnsiteSettlement.com

THE SETTLEMENT CLASS BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

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

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

8. What benefits are available for under the Settlement?

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

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

Examples of documented, unreimbursed losses may include:

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

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

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

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

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

10. How will claims be decided?

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

11. When will I get my payment?

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

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

WHAT DOES DEFENDANT GET?

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

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not opt-out of the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and others (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Incident. This release is described in the Settlement Agreement, which is available at www.OnsiteSettlement.com. 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 (U.S. District Court for the District of Massachusetts). The letter must: (a) Identify the case name and number of the Action; (b) Identify the name and address of the individual seeking exclusion from the Settlement; (c) Be personally signed by the individual seeking exclusion; and (d) Include a statement clearly indicating the individual’s intent to be excluded from the Settlement; and (e) Request exclusion only for that one individual whose personal signature appears on the request. You must submit your request online or mail your opt-out request postmarked by [REDACTED], 2026, to:

Onsite Settlement Administrator

Attn: Exclusion Request

P.O. Box XXXX

Baton Rouge, LA 70821

OBJECTING TO THE SETTLEMENT

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

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

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

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

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

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

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

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

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

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

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

19. How will the lawyers be paid?

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

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

THE COURT'S FINAL APPROVAL HEARING

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

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

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

21. Do I have to attend the hearing?

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

22. May I speak at the hearing?

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

IF YOU DO NOTHING

23. What happens if I do nothing?

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

GETTING MORE INFORMATION

24. How do I get more information?

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

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

EXHIBIT C

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

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

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

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

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

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

SETTLEMENT BENEFITS – WHAT YOU MAY GET

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

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

AND

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

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

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

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

AND

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

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

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 Payment will be paid from the Net Settlement Fund after Approved Claims for Out-of-Pocket Losses, followed by Approved Claims for Credit Monitoring Services.

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

OUT-OF-POCKET LOSSES

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

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

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

<i>Description of Documentation Provided</i>	<i>Amount</i>	<i>Date</i>
<i>Example: Receipt for credit repair services</i>	<i>\$100</i>	<i>MM/DD/YYYY</i>
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 elect to receive Credit and Medical/Health Data Monitoring and Insurance Services and your Claim is approved, the Settlement Administrator will e-mail your enrollment code after Final Approval to the email address provided on page two.

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

PAYMENT SELECTION

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

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: _____ - _____ - _____

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

Mobile Number: _____ - _____ - _____ or Email Address: _____

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

ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

EXHIBIT D

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

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

Plaintiffs,

v.

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

Defendant.

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

DECLARATION OF RYAN ALDRIDGE REGARDING NOTICE PLAN

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

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

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

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

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

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

OVERVIEW

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

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

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

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

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

PROPOSED NOTICE PLAN

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

Direct Mail Notice

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

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

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

Settlement Website

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

Dedicated Toll-Free Hotline

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

Requests for Exclusion

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

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

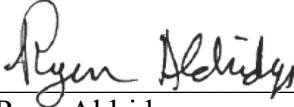
CONCLUSION

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

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

CERTIFICATION

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



Ryan Aldridge

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