

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

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

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

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

AND

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

AND

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

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a Cash Payment or Credit Monitoring.	Submitted or postmarked on or before August 11, 2026
Exclude Yourself By Opting-Out of the Class	Receive no Cash Payment or Credit Monitoring. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Settlement Class member.	Submitted or postmarked on or before July 13, 2026
Object to the Settlement and/or Attend the Final Approval Hearing	You can write to the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on September 9, 2026, at 12:00 PM ET about the fairness of the Settlement, with or without your own attorney.	Received on or before July 13, 2026
Do Nothing	Receive no Pro Rata Cash Payment and no Credit Monitoring. You give up rights if you are a Settlement Class member.	No Deadline.

- Your rights and options as a Settlement Class member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.
- For more information or to submit a claim visit www.OnsiteSettlement.com or call 1-855-389-9238.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

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BASIC INFORMATION

1. Why is there a notice?

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

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

2. What is this lawsuit about?

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

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

3. Why is this lawsuit a class action?

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

4. Why is there a Settlement?

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

WHO IS IN THE SETTLEMENT?

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

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

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

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

If you are not sure whether you are included in the Settlement, you may call 1-855-389-9238 with questions. You may also write with questions to:

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

THE SETTLEMENT CLASS BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

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

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

8. What benefits are available for under the Settlement?

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

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 1-855-389-9238. Claim Forms will also be sent to Settlement Class Members as part of the Notice in the form of postcard and tear-off Claim Form that will be mailed. Read the instructions carefully, complete the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. How will claims be decided?

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

11. When will I get my payment?

The Court will hold a Final Approval Hearing on **September 9, 2026 at 12:00 PM ET** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from

that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

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

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

OPTING-OUT OF THE SETTLEMENT

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

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

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

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

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

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

To opt-out, complete your exclusion request electronically at www.OnsiteSettlement.com, or send a written request that says you want to be excluded, or opt-out, from the Settlement in *Clarkson, et al. v. Onsite Mammography, LLC, d/b/a Onsite Women’s Health, Case No. 3:25-cv-11123-MGM* (United States District Court for the District of Massachusetts). The letter must: (a) Identify the case name and number of the Action; (b) Identify the name and address of the individual seeking exclusion from the Settlement; (c) Be personally signed by the individual seeking exclusion; and (d) Include a statement clearly indicating the individual’s intent to be excluded from the Settlement; and (e) Request exclusion only for that one individual whose personal signature appears on the request. You must submit your request online or mail your opt-out request postmarked by **July 13, 2026**, to:

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

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must submit a timely written notice of an objection in the appropriate form. It must be filed with or submitted to the Clerk of the Court, on or before the Objection Deadline: **July 13, 2026**. Objections must also be served concurrently with their filing upon Proposed Class Counsel and counsel for Defendant. The address for the Clerk of Court is **300 State St., Suite 120, Springfield, MA 01105**.

Your objection must be written and must include all of the following: (a) the objector’s full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel; (c) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (d) a list of all expert witnesses who will be called to testify at the Final Approval Hearing in support of the objection (if any); (e) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (f) the objector’s signature (or, if represented by counsel, an attorney’s signature).

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

17. What is the difference between objecting and asking to be excluded?

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

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

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

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

19. How will the lawyers be paid?

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

Any award for attorneys' fees and costs for Class Counsel must be approved by the Court. The Court may award less than the amount requested. Class Counsel's Motion for Final Approval of the Settlement will be filed no later than June 29, 2026, which will include their application for attorneys' fees and costs. The Motion for Final Approval will be posted on the Settlement Website.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at **12:00 PM ET on September 9, 2026**, in the Hampden Courtroom at the Springfield Courthouse for the United States District Court for the District of Massachusetts at 300 State Street, Springfield, Massachusetts 01105. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees, reasonable costs and expenses, and any service awards. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking www.OnsiteSettlement.com or calling 1-855-389-9238.

21. Do I have to attend the hearing?

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

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **filed** with or submitted to the Clerk of the Court and/or Class Counsel and/or Defense Counsel, no later than **July 13, 2026**. See Question 16 for further details on the requirements for submitting an objection to the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

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

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.OnsiteSettlement.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-855-389-9238.

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