

If you were notified of a Data Breach occurring on or about August 8, 2021, involving ReproSource, you may be entitled to benefits from a settlement.

A federal court has authorized this Notice.

This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against ReproSource Fertility Diagnostics, Inc. (“ReproSource” or “Defendant”) regarding a cybersecurity attack on ReproSource’s network and computer systems (the “Data Breach”), that potentially resulted in unauthorized access to Social Security numbers (“SSNs”), first and last names, email addresses, dates of birth, health insurance billing information, and treating physician information (the “Private Information”) of Class Members.
- You are a “Class Member” if you were mailed a notice letter notifying you that your Private Information was potentially compromised in the Data Breach that occurred on or about August 8 to August 10, 2021.
- Class Members can submit a Claim Form for the following:
 1. **Out-of-Pocket Losses:** Reimbursement of up to \$3,000 for losses stemming from the Data Breach, including up to 8 hours of Lost Time; and
 2. **Credit Monitoring and Insurance Services (“CMIS”):** Three (3) years of one-credit bureau credit monitoring and \$1 million in identity theft insurance, irrespective of whether any previous offer of credit monitoring from ReproSource was claimed; or
 3. **Cash Fund Payment:** A \$50 Settlement Payment in cash (“Cash Fund Payment”). Class Members who submit a claim for a Cash Fund Payment will not be entitled to select any of the other settlement benefits.
 4. **California Resident Payment:** Residents of California may be entitled to an additional \$50 payment.
- 4. All payments may be adjusted on a *pro rata* basis depending upon the amount of actual claims.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
Submit a Claim Form	To get settlement benefits for a Documented Loss Payment, Credit Monitoring and Insurance Services, or a Cash Fund Payment, you must submit a Claim Form.	-DATE-
Exclude Yourself	Get no settlement benefits. Keep your right to file your own lawsuit against the Defendant about the legal claims in this case.	-DATE-

Object	Tell the Court why you do not like the settlement. You will still be bound by the settlement if the Court approves it.	-DATE-
Do Nothing	Get no settlement benefits. Be bound by the settlement.	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case must still decide whether to approve the settlement and the requested attorneys’ fees and costs. No settlement benefits or payments will be provided unless the Court approves the settlement and it becomes final.

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BASIC INFORMATION

1. Why is this notice being provided?

A federal Court authorized this notice because you have the right to know about the proposed settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the settlement. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable George O’Toole Jr. of the United States District Court of the District of Massachusetts is overseeing this class action. The case is known as *Bickham v. ReproSource Fertility Diagnostics, Inc.*, Case No. 1:21-cv-11879-GAO (D. Mass.) (the “Litigation”). The people who filed this lawsuit are called the “named plaintiffs” and the company sued, ReproSource Fertility Diagnostics, Inc., is called “ReproSource” or the “Defendant.”

2. What is this Litigation about?

The Plaintiffs allege that on or about August 8 to August 10, 2021, an unauthorized user launched a cybersecurity attack on ReproSource’s network and computer systems (the “Data Breach”), which potentially resulted in unauthorized access to Social Security numbers (“SSNs”), first and last names, email addresses, dates of birth, health insurance billing information, and treating physician information (the “Private Information”) of Class Members.

The Defendant denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing, or that any law has been violated. The Defendant denies these and all other claims made in the Litigation. By entering into the settlement, the Defendant is not admitting any wrongdoing.

3. Why is the Litigation a class action?

In a class action, named plaintiffs sue on behalf of all people who have similar claims. Together, all these people are called a Settlement Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who timely exclude themselves (opt out) from the Settlement Class.

The named plaintiffs in this case are Jasmyn Bickham, Amanda Bailey, and Lisa Gordon.

4. Why is there a settlement?

Plaintiffs and the Defendant do not agree about the claims made in this Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of the Plaintiffs or the Defendant. Instead, Plaintiffs and the Defendant have agreed to settle the Litigation. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the settlement is best for all Class Members because of the settlement benefits and the risks and uncertainty associated with continued litigation and the nature of the defenses raised by the Defendant.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Class Member if you are an individual whose Personal Information was potentially compromised in the Data Breach and you were mailed written notice of the Data Breach in or around October 2021.

6. Are there exceptions to being included in the settlement?

Questions? Go to www.Settlement.com or call (833) 383-4970

Yes. Excluded from the Settlement Class are (1) Defendant and its respective officers and directors; (2) all Class Members who timely and validly request exclusion from the Settlement Class; and (3) the Judge assigned to evaluate the fairness of the settlement.

7. What if I am not sure whether I am part of the settlement?

If you are not sure whether you are a Class Member, you may go to the settlement website at www.Settlement.com or call the Claims Administrator's toll-free number at (833) 383-4970.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

8. What does the settlement provide?

If you are a Class Member, you may be able to recover the following claimed benefits as part of the settlement:

CLAIMED BENEFITS:

All Class Members must submit a valid and timely Claim Form to receive any of the following claimed benefits:

1. Out-of-Pocket Losses

Class Members who submit a valid and timely Claim Form are eligible to receive reimbursement of up to \$3,000 per Class Member for their Out-of-Pocket Losses that are more likely than not a result of the Data Breach.

Out-of-Pocket Losses include:

- (1) Unreimbursed losses relating to fraud or identity theft;
- (2) Professional fees including attorneys' and accountants' fees, and fees for credit repair services;
- (3) Costs associated with freezing or unfreezing credit with any credit reporting agency;
- (4) Credit monitoring costs that you attest were caused or otherwise incurred as a result of the Data Breach; and
- (5) Miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.
- (6) Up to 8 hours of Lost Time spent addressing issues related to the Data Breach (at \$20 per hour).

Out-of-Pocket Losses must have been incurred on or after August 8, 2021. You must submit documentation of the Out-of-Pocket Losses as part of your claim. This may include receipts or other documentation. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

2. Credit Monitoring and Insurance Services ("CMIS")

In addition to the Out-of-Pocket Losses reimbursement, or in the alternative to the Cash Fund Payment, Class Members may elect to claim three years of CMIS to be provided by a vendor agreed upon by the parties. The CMIS benefit will provide at a minimum one credit bureau monitoring services and \$1 million in identity theft insurance. Said CMIS benefits will be available

Questions? Go to www.Settlement.com or call (833) 383-4970

to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from ReproSource. Individuals who elected to utilize a previous offering of CMIS from ReproSource, or who obtained CMIS services from another provider as a result of the Data Breach, will be permitted to postpone activation of their CMIS settlement benefit for up to 12 months.

3. **Cash Fund Payment**

In the alternative to the Out-of-Pocket Losses Payment or the CMIS benefit, Class Members may submit a claim to receive \$50 in cash (“Cash Fund Payment”).

4. **Additional Cash Payment to California Residents**

Residents of California who submit a Claim Form may be entitled to an additional payment of \$50 in cash.

5. **Adjustment of Benefit Amounts**

All payments may be adjusted on a *pro rata* basis depending upon the amount of actual claims.

9. What am I giving up to receive settlement benefits or stay in the Settlement Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and Released Persons about the legal issues in this Litigation that are released by this settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

The Settlement Agreement in Sections 4, 1.36 and 1.37 describes the Release, Released Claims, and Released Parties in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.Settlement.com or in the public Court records on file in this lawsuit. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Questions 14 & 19 of this notice for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a claim for settlement benefits?

To submit a claim for reimbursement for a Documented Loss Payment, CMIS, or Cash Fund Payment, you must timely submit a valid Claim Form. Class Members seeking benefits under the settlement must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before **-DATE-**. Claim Forms may be submitted online at www.Settlement.com or printed from the settlement website and mailed to the Claims Administrator at the address on the form. The quickest way to submit a claim is online. Claim Forms are also available by calling (833) 383-4970 or by writing to:

Settlement Administrator – 181443
c/o Kroll Settlement Administration LLC

Questions? Go to www.Settlement.com or call (833) 383-4970

PO Box 5324
New York, NY 10150-5324

12. What happens if my contact information changes after I submit a claim?

13. If you change your mailing address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling (833) 383-4970 or by writing to:

Settlement Administrator – 181443
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

14. When will I receive my settlement benefits?

If you file a timely and valid Claim Form, payment will be provided by the Claims Administrator after the settlement is approved by the Court and becomes final.

It will take time for the settlement to be approved and become final. Please be patient and check www.Settlement.com for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed Migliaccio & Rathod LLP, Pastor Law Office PC, Kind Law, and Freedom Law Firm as Class Counsel to represent you and the Settlement Class for the purposes of this settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Litigation.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and costs not to exceed (1/3) of the Settlement Fund, or approximately **\$416,666.66**. They will also ask the Court to approve service awards for up to \$2,500 to each of the named plaintiffs for participating in this Litigation and for their efforts in achieving the settlement. If awarded by the Court, attorneys' fees and costs and the service awards will be paid out of the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees, costs, and service awards will be made available on the settlement website at www.Settlement.com before the deadline for you to comment or object to the settlement.

OPTING OUT FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue the Defendant on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the settlement. This is called excluding yourself from or "opting out" of the settlement.

17. How do I get out of the settlement?

To opt out of the settlement, you must mail a written notice of intent to opt out. The written notice must be signed, include your name and address, and clearly state that you wish to be excluded from the Settlement Class.

Questions? Go to www.Settlement.com or call (833) 383-4970

The opt-out request must be **postmarked** and set to the Claims Administrator at the following address by **-DATE-**:

Settlement Administrator – 181443
 c/o Kroll Settlement Administration LLC
 PO Box 5324
 New York, NY 10150-5324

You cannot exclude yourself by telephone or by email.

18. If I opt out, can I get anything from the settlement?

No. If you opt out, you give up any right to the above-described benefits provided under this settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

19. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue the Defendant and Released Parties for the claims this settlement resolves and Releases relating to the Data Breach. You must opt out of this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the settlement?

If you are a Class Member, you can tell the Court you do not agree with all or any part of the settlement or requested attorneys’ fees and costs. You can also give reasons why you think the Court should not approve the settlement or attorneys’ fees and costs. To object, you must file timely written notice as provided below no later than **-DATE-**, stating you object to the settlement. The objection must include all the following additional information:

- (1) Your full name and address;
- (2) The case name and docket number, *Bickham v. ReproSource Fertility Diagnostics, Inc.*, Case No. 1:21-cv-11879-GAO (D. Mass);
- (3) Information identifying you as a Class Member, including proof that you are a member of the Settlement Class (e.g., copy of your settlement notice, copy of original notice of the Data Breach, or a statement explaining why you believe you are a Class Member);
- (4) A written statement of all reasons for the objection, accompanied by any legal support for the objection you believe is applicable;
- (5) The identity of any and all counsel representing you in connection with the objection;
- (6) A statement whether you and/or your counsel will appear at the final approval hearing; and
- (7) Your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form containing the case name and docket number (*Bickham v. ReproSource Fertility Diagnostics, Inc.*, Case No. 1:21-cv-11879-GAO (D.Mass)) must be filed with the Court by **-DATE-**, with copies to Class Counsel and Counsel for Defendant:

Court		
Hon. George A. O’Toole, Jr.	Migliaccio & Rathod LLP	Phyllis B. Sumner

Questions? Go to www.Settlement.com or call (833) 383-4970

United States District Court District of Massachusetts John J. Moakley Courthouse 1 Courthouse Way, Ste. 2300 Boston, MA 02210	412 H St. NE, Suite 302 Washington, DC 20002 <i>Lead Settlement Class Counsel</i>	King & Spalding LLP 1180 Peachtree St. NE Atlanta, GA 30309
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Any Class Member who fails to comply with the requirements for objecting in Section 6 of the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

The objector or his or her counsel may also file Objections with the Court through the Court's Electronic Filing system, with service on Proposed Class Counsel and Defendant's Counsel made through the Electronic Filing system.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the settlement or requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the settlement). Opting out of the settlement is telling the Court you do not want to be part of the Settlement Class or the settlement. If you opt out, you cannot object to the settlement.

THE FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a final approval hearing on **-DATE-**, at **-TIME-** before Judge George A. O'Toole, Jr. at the **United State District Court, District of Massachusetts**, John Joseph Moakley Courthouse, 1 Courthouse Way, Suite 2300, Boston, MA 02210.

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and decide whether to approve the settlement, Class Counsels' application for attorneys' fees, costs and expenses, and the service awards to the named plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the final approval hearing are subject to change. The Court may also decide to hold the hearing via Zoom or by phone. Any change will be posted at **www.Settlement.com**.

23. Do I have to attend the final approval hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you file or mail your written objection on time, the Court will consider it.

24. May I speak at the final approval hearing?

Yes, as long as you do not exclude yourself (opt out), you can (but do not have to) participate and speak for yourself in this Litigation and settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 19 above—and specifically include a statement whether you and your counsel will appear at the final approval hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any settlement benefits. You will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant, the Related Entities, or any of the Released Persons about the legal issues in this Litigation that are released by the Settlement Agreement relating to the Data Breach.

GETTING MORE INFORMATION

26. How do I get more information?

This notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.Settlement.com, by calling (833) 383-4970, or by writing to:

Settlement Administrator – 181443
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

**PLEASE DO NOT TELEPHONE THE COURT OR
THE COURT’S CLERK OFFICE REGARDING THIS NOTICE.**