

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

SUPERIOR COURT

_____)	
Daniel Guarino, individually and on)	
behalf of all others similarly situated,)	
)	
Plaintiff)	
)	
v.)	Civil Action No. 2283CV00196
)	
Radius Financial Group, Inc.,)	
)	
Defendant.)	
_____)	

SETTLEMENT AGREEMENT

This Settlement Agreement is between Plaintiff Daniel Guarino, individually and on behalf of all others similarly situated, and Defendant Radius Financial Group, Inc. Capitalized terms used in this Agreement have the meanings assigned to them in section 1 of this Agreement. This Agreement is subject to Court approval, and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle all of the Released Claims.

Whereas, in July 2021, Radius learned of the Cybersecurity Incident;

Whereas, after learning of the Cybersecurity Incident, Radius retained third party forensic experts and attorneys to investigate and determine whether Protected Information was compromised and, if so, which individuals Protected Information was compromised;

Whereas, in February 2022, after that investigation was complete and that determination was made, Radius provided the Cybersecurity Incident Notice to Affected Individuals;

Whereas, in March 2022, Plaintiff filed the Complaint against Radius, alleging claims for negligence, unjust enrichment, breach of implied contract, and declaratory judgment;

Whereas, in June 2022, Radius filed a Motion to Dismiss seeking dismissal of all of the claims that Plaintiff made in the Complaint;

Whereas, in July 2022, Plaintiff agreed to dismiss all of the claims asserted in the original Complaint, and sought assent from Radius to file the Proposed Amended Complaint to assert claims for breach of express contract and violation of the Massachusetts CPA;

Whereas, Radius denies that it has any liability whatsoever to the Plaintiff, any Affected Individuals, any Settlement Class Member, or any other Person arising out of or related to the Cybersecurity Incident or Cybersecurity Incident Notice;

Whereas, the Settling Parties have engaged in a series of negotiations to determine whether they can agree to terms to settle this matter; and

Whereas, this Agreement sets forth the terms the Settling Parties have agreed-to to settle the Action and release any and all of the Released Claims.

Now, therefore, for good and valuable consideration that the Settling Parties agree is sufficient to induce them to enter into this Agreement, the Settling Parties agree as follows.

1. Definitions

1.1. “Action” means the action between Plaintiff and Radius in the Superior Court for the Commonwealth of Massachusetts, Plymouth County, Civil Action No. 2283CV00196.

1.2. “Affected Individuals” means the customers, consumers, and other individuals whose Protected Information was compromised in the Cybersecurity Incident.

1.3. “Agreement” means this Settlement Agreement, as well as any and all exhibits, attachments, addendums, amendments, and supplements to it.

1.4. “Claim” means a request by a Settlement Class Member for monetary relief as set forth in sub-section 3 of this Agreement.

1.5. “Claim Administration Expenses” means the necessary, appropriate, or reasonable costs actually incurred by the Claim Administrator to conduct the Claim Administration Process, and may include, but are not necessarily limited to, the following: reasonable hourly rates for Claim Administrator personnel engaged in the Claim Administration Process; printing and mailing of Claim Notices; printing and mailing of Claim Denials, Claim Supplementation Requests, and Claim Review Determinations; printing and mailing of Claim Payments; and establishing, maintaining, and terminating the Settlement Website and Help Line.

1.6. “Claim Administration Process” means the activities of the Claim Administrator as set forth in sub-sections 4 and 6 of this Agreement.

1.7. “Claim Administrator” means Atticus Administration, LLC, an experienced class action claims administrator and notice specialist generally, and specifically experienced in administering and providing notice in cybersecurity litigation settlements, subject to Court approval.

1.8. “Claim Deadline” means ninety (90) Days after the Claim Notice Date.

1.9. “Claim Denial” means a written and dated notice from the Claim Administrator to a Settlement Class Member who submitted a Claim Form stating the following: (a) a statement that the Claim or some portion of it is not a Valid Claim; (b) the reason(s) for that determination; (c) an explanation of the Settlement Class Member’s right to submit a Claim Request Review Form; and (d) the deadlines for the Settlement Class Member to do so.

1.10. “Claim Determination Deadline” means ninety (90) Days after the Claim Deadline.

1.11. “Claim Form” means Exhibit A. If and to the extent necessary, appropriate, or reasonable, the Claim Form may be modified by order of the Court, the Claim Administrator, or agreement of the Settling Parties or Counsel.

1.12. “Claim Notice” means a package that includes the following: (a) the Claim Form; (b) the Summary Notice; and (c) an envelope pre-addressed to the Claim Administrator to be used by Settlement Class Members to submit a Claim Form.

- 1.13. “Claim Notice Date” means the date on which the Claim Administrator starts mailing Claim Notices to Settlement Class Members, which will be no later than thirty (30) Days after the date of the Preliminary Order.
- 1.14. “Claim Payment” means the payment made for a Valid Claim.
- 1.15. “Claim Payment” means the check or electronic payment issued by the Claim Administrator to a Settlement Class Member to satisfy a Claim Payment.
- 1.16. “Claim Payment Date” means ninety (90) Days after the Claim Deadline or thirty (30) Days after the Effective Date, whichever is later.
- 1.17. “Claim Review” means a review of a Claim Denial by a Claim Reviewer based on a Claim Review Request Form submitted by a Settlement Class Member.
- 1.18. “Claim Review Determination” means a written decision by the Claim Reviewer rendering on a Claim Review Request and providing reasons for the decision.
- 1.19. “Claim Reviewer” means an employee or contractor of the Claim Administrator who (a) will conduct a Claim Review, (b) is different than the individual who determined the Claim or issued the Claim Denial, and (c) is not a direct or indirect subordinate of the individual who made the determination on that Claim or issued the Claim Denial.
- 1.20. “Claim Review Request” means a written statement by a Settlement Class Member sworn under the pains and penalties of perjury, setting forth in detail the reasons why the Settlement Class Member contests the Claim Denial, and attaching all documents, data, and other materials that the Settlement Class Member intends to submit in support of that matter.
- 1.21. “Claim Supplementation Request” means a written and dated notice from the Claim Administrator to a Settlement Class Member who submitted a Claim Form that the Claim Administrator is requesting certain additional information, documents, data or other materials.
- 1.22. “Claim Supplementation Request Deadline” means thirty (30) Days after the Claim Deadline.
- 1.23. “Class Counsel” and “Proposed Class Counsel” mean Milberg Coleman Bryson Phillips Grossman, PLLC, and all attorneys, employees and agents thereof.
- 1.24. “Class Counsel Fees” means reasonable attorney’s fees, costs, and expenses that the Court awards to Class Counsel in the Action.
- 1.25. “Class Representative” means Plaintiff Daniel Guarino.
- 1.26. “Complaint” means the complaint filed by Plaintiff with the Court in the Action on or about March 15, 2022.
- 1.27. “Counsel” means both Class Counsel and Radius Counsel, collectively.
- 1.28. “Court” means the Superior Court in the Action.
- 1.29. “Cybersecurity Incident” means the cybersecurity incident that affected Radius’ information system network in 2021.
- 1.30. “Cybersecurity Incident Date” means July 7, 2021.

1.31. “Cybersecurity Incident Identity and Credit Protection Services” means the identity and credit protection services offered to certain of the Affected Individuals in the Cybersecurity Incident Notice.

1.32. “Cybersecurity Incident Notice” means the notices of the Cybersecurity Incident that Radius provided to Affected Individuals.

1.33. “Day” means a calendar day.

1.34. “Effective Date” means the date that the Judgment becomes Final.

1.35. “Expense” means reasonable and appropriate costs actually incurred and paid by a Settlement Class Member between the Cybersecurity Incident Date and the Notice Date to remediate harm caused by the Cybersecurity Incident to that Settlement Class Member’s identity or credit. As long as a cost meets the foregoing definition, such Expenses may include, but are not necessarily limited to, the following: (a) costs to obtain credit reports and remediate fraudulent credit accounts; (b) telephone or cellphone fees or charges; (c) fees charges by credit cards, banks, or other financial institutions; (d) costs for postage or other forms of delivery of documents or other materials; (e) data fees or charges; (f) travel expenses; (g) costs and fees for filing or processing of documents or other materials; and (h) costs and fees for professional services, including forensic, technological, financial, accounting, and legal.

1.36. “Final” means that the Court has entered Final Approval Order and Judgment, and either (a) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, (b) if appealed, the appeal has been dismissed in its entirety or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken. Any order modifying or reversing any award of the Service Award or Class Counsel Fees, or appeal solely thereof, made in the Action will not affect whether the Final Approval Order and Judgment is Final.

1.37. “Final Fairness Hearing” means the hearing the Court will conduct to address and dispose of all Settlement Objections, as set forth in sub-section 7.3 of this Agreement.

1.38. “GLBA” means the Gramm-Leach-Bliley Act, as well as any and all regulations promulgated under or pursuant to the Gramm-Leach-Bliley Act.

1.39. “Help Line” means a toll-free telephone line that the Claim Administrator will establish and maintain for purposes of implementing the terms of this Agreement.

1.40. “Final Approval Order and Judgment” means Exhibit E, or a final approval order and judgment entered by the Court in the Action in a form that is substantially similar to it.

1.41. “Long Notice” means Exhibit C. If and to the extent necessary, appropriate, or reasonable, the Long Notice may be modified by order of the Court, the Claim Administrator, or agreement of the Settling Parties or Counsel.

1.42. “Lost Time” means the time that a Settlement Class Member actually spent between the Cybersecurity Incident Date and the Notice Date to remediate harm caused by the Cybersecurity Incident to that Settlement Class Member’s identity or credit.

1.43. “Massachusetts CPA” means Massachusetts General Laws Chapters 93A and 93H, and any and all regulations promulgated under or pursuant to them.

1.44. “Maximum Settlement” means the maximum amount that Radius shall be required to pay under the terms of this Agreement, to wit, three-hundred seventy-five thousand dollars (\$375,000.00). The Maximum Settlement shall include any and all Claim Payments, the Service Award, Class Counsel Fees, and Claim Administration Expenses, and Cybersecurity Incident Identity and Credit Protection Services.

1.45. “Objection Procedures” means the procedures for objecting with the Court to this Agreement as set forth in sub-section 7.2 of this Agreement.

1.46. “Person” means any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, trust, legal representative, unincorporated association, government or political division or agency thereof.

1.47. “Plaintiff” means Plaintiff Daniel Guarino.

1.48. “Plaintiff’s Counsel” means Milberg Coleman Bryson Phillips Grossman, PLLC, and all attorneys, employees and agents thereof.

1.49. “Preliminary Approval Order” means Exhibit D or an order entered by the Court in the Action in a form that is substantially similar to it

1.50. “Proposed Amended Complaint” means the proposed first amended class action complaint that Plaintiff’s Counsel provided to Radius’ Counsel on or about July 26, 2022.

1.51. “Pro Rata Reduction” means the reduced amount of a Claim Payment for a Valid Claim if at the time of the Claim Payment Date the total of all Claim Payments exceeds the Maximum Settlement, calculated as follows:

reduced amount of Claim Payment = [(initial Claim Payment)/(total of all Claim Payments)] x (remaining balance of Maximum Settlement)

1.52. “Protected Information” means information governed by a state or federal breach notification law or regulation, including, but not limited to, personally identifiable information, and non-public information as that term is defined under GLBA.

1.53. “Radius” means Defendant Radius Financial Group, Inc.

1.54. “Radius’ Counsel” means McLane Middleton, Professional Association, and all attorneys, employees and agents thereof.

1.55. “Released Claims” means all allegations, actions, cause of actions, counts, suits, lawsuits, claims, counterclaims, third-party claims, defenses, liabilities, responsibilities, agreements, contracts, promises, torts, debts, statutory violations, damages, controversies, judgments, rights, and demands, whether existing or contingent, known or unknown. This term includes, but is not limited to, the following: (a) all claims, allegations, and assertions that were or could have been made in the Complaint or Proposed Amended Complaint; (b) all claims, allegations, and assertions that were or could have been made by Plaintiff and on behalf of the Settlement Class Members arising out of or related to the Cybersecurity Incident or Cybersecurity Incident Notice; (c) all claims, allegations, and assertions arising out of or related to the Massachusetts CPA, Massachusetts Privacy Act, M.G.L. chapter 214, section 1B, Massachusetts State Constitution, GLBA, Federal Trade Commission Act (as well as any and all regulations promulgated under or pursuant to it), and any other local, state, or federal statute or constitution; (d) all claims, allegations, and assertions concerning negligence, negligence per se,

breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, misrepresentation, fraud, unjust enrichment, bailment, wantonness, failure to provide timely or sufficient notice pursuant to any state or federal breach notification law or duty; and (e) all claims, allegations, and assertions for damages, losses, injunctive relief, equitable relief, disgorgement, declaratory relief, attorney's fee, costs, expenses, pre and post judgment interest, identity and credit monitoring and restoration services and protection, the creation of a fund for future damages or losses, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief. This term does not include a Claim by a Settlement Class Member under this Agreement, or any right of Plaintiff or a Settlement Class Member to this Agreement.

1.56. “Releasees” means all of the following: (a) Radius; (b) all of Radius’ past and present, direct and indirect subsidiaries, parents, affiliates, predecessors, successors, and assigns; (c) all employees, officers, directors, owners, attorneys, insurers, re-insurers, and other agents and representatives of Radius and any and all of its past and present, direct and indirect subsidiaries, parents, affiliates, predecessors, successors, and assigns; (c) Radius Counsel; and (d) the Claim Administrator and all employees, officers, directors, owners, attorneys, insurers, re-insurers, and other agents and representatives of the Claim Administrator.

1.57. “Service Award” means the amount that the Court orders as a service award to be paid to the Class Representative.

1.58. “Settlement Class” means all Settlement Class Members.

1.59. “Settlement Class Member” means an Affected Individual. For ease of reference, any Person acting with authority for or on behalf of a Settlement Class Member under the terms of this Agreement is referred to as a Settlement Class Member. Excluded from the Settlement Class are: (a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant; and (d) attorneys and other legal representatives affiliated with or employed by Class Counsel. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

1.60. “Settlement Identity and Credit Protection Services” means a program delivered by a mutually agreed upon vendor that is designed to reasonably monitor potential threats to and theft of an individual’s identity and credit, and which will last for at least two (2) years from the date of enrollment and monitor at least one (1) of the nationally recognized credit bureaus.

1.61. “Settlement Objection” means a written pleading submitted to the Court setting forth, at least, the following: (a) the objecting Settlement Class Member’s full name, address, and telephone number; (b) information, documents, data and other materials establishing that the objector is a Settlement Class Member; (c) a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes applicable; (d) the identity of all counsel representing the objector, if any; (e) the identity of all counsel representing the objector who will appear at the Final Fairness Hearing, if any; (f) a statement confirming whether the objector or the objector’s counsel intends to personally appear at the Final Fairness Hearing, and; (g) the objector’s signature and the signature of the objector’s counsel or other duly authorized representative, if any.

1.62. “Settlement Objection Deadline” means service, by no later than sixty (60) Days after the Claim Notice Date, upon the Court, Plaintiff’s Counsel, and Radius’ Counsel.

1.63. “Settlement Website” means the website that the Claim Administrator will establish and maintain for purposes of implementing the terms of this Agreement.

1.64. “Settling Parties” means Plaintiff and Radius.

1.65. “Stolen Funds” means monetary funds that were stolen, or taken or debited without authorization, from a financial account owned by a Settlement Class Member between the Cybersecurity Incident Date and the Notice Date due to the compromise of that Settlement Class Member’s Protected Information in the Cybersecurity Incident, provided that the Settlement Class Member timely took all reasonably and appropriate steps to attempt to recover or obtain a credit for such Stolen Funds, including, but not necessarily limited to, from any and all financial institutions and other Persons involved and all other sources, including potentially applicable insurance. This term does not include fraudulent or unauthorized charges to any credit card, unless the Settlement Class Member sought a credit for such charges from the credit card provider and that provider refused. This term also does not include any funds stolen, taken or debited from a financial account owned by a Settlement Class Member by any Person who at the time was related to, residing with, in a relationship with, employed by, or otherwise an agent or representative of that Settlement Class Member.

1.66. “Summary Notice” (also referred to as the “Short Notice”) means Exhibit B. If and to the extent necessary, appropriate, or reasonable, the Summary Notice may be modified by order of the Court, the Claim Administrator, or agreement of the Settling Parties.

1.67. “Unknown Claims” means any and all of the Released Claims that Plaintiff or any Settlement Class Member does not know or suspect exist in that Person’s favor at the time of the release of the Releasees that, if known by that Person, might have affected that Person’s settlement with and release of the Releasees, or might have affected that Person’s decision not to object to and/or to participate in this Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff expressly will have, and each of the other Settlement Class Members will be deemed to have, and by operation of the Final Approval Order and Judgment will have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides as follows:

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.

Plaintiff and all Settlement Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly will have, and all of the other Settlement Class

Members will be deemed to have, and by operation of the Final Approval Order and Judgment will have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members will be deemed by operation of the Final Approval Order and Judgment to have acknowledged, that the foregoing waiver is a material element of this Agreement of which this release is a part.

1.68. “United States” means all fifty states in the United States of America, the District of Columbia, and all territories of the United States of America.

1.69. “Valid Claim” means a Claim submitted on a Claim Form on or before the Claim Deadline by a Settlement Class Member that the Claim Administrator determines complies with all of the requirements in this Agreement, in the amount that the Claim Administrator determines is permitted pursuant to all of the terms and conditions in this Agreement.

2. Dates and Deadlines:

2.1. Chronology: For the convenience of the Settling Parties, Court, and Settlement Class, the following is a list of dates and deadlines under this Agreement in chronological order.

10 Days after execution of Agreement	Counsel file motion for Preliminary Approval
No later than 30 Days after Preliminary Approval	Claim Notices sent Settlement Website/Help Line created
45 Days after first mailing of Claim Notice	Application for Service Award Application for Class Counsel Fees
60 Days after first mailing of Claim Notice	Settlement Objection Deadline
No later than 90 Days after first mailing of Claim Notice	Claim Deadline
150 Days after Preliminary Approval	Final Fairness Hearing
30 Days after Effective Date	Payment of Attorneys’ Fees and Service Awards
30 Days after Claim Deadline	Claim Denials issued Claim Supplementation Request Deadline
30 Days after Claim Denial	Claim Review Requests due

30 Days after Claim Supplementation Request	Claims Supplementation materials due
90 Days after Claim Deadline	Claim Determination Deadline Claim Review Determinations issued
90 Days after Claim Determination Deadline or 30 Days after Effective Date, whichever later	Claim Payment Date – Claims Payments Due
90 Days after Claim Payment Date	Initial Claim Payment Checks expire
No later than 120 Days after Claim Payment Date	Reissuance of Claim Payment Checks ends; Settlement Website/Help Line terminated

2.2. Satisfying Deadlines: If this Agreement requires that any information, document, data or other materials be submitted by a deadline, such deadline may be satisfied as follows: either (a) the package used to send such information, document, data or other materials bears a postmark not later than the date of the applicable deadline; or (b) the information, document, data or other materials are submitted to the Claim Website not later than midnight Eastern Time on the date of the applicable deadline, if the Claim Website supports such a submission. If the last Day of a deadline falls on a weekend Day or a federally recognized holiday Day in the United States, the deadline will not expire until the end of the next following weekday.

2.3. Deadline Extensions: The deadlines established in the Agreement will not be extended, except as follows: either by (a) order of the Court; or (b) written agreement of the Settling Parties or Counsel. If the Claim Administrator believes that the extension of a deadline is necessary, appropriate or reasonable, the Claim Administrator will first seek agreement of Counsel for such an extension. If, after consulting with Counsel, the Claim Administrator believes further action is necessary, the Claim Administrator may seek relief from the Court.

3. Settlement Class Members

3.1. Monetary Relief: Settlement Class Members may seek reimbursement for the following Expenses, Lost Time, and Stolen Fund by submitting a complete Claim Form (or other information, documents, data and materials sufficient to constitute all of the information required for a complete Claim Form) to the Claim Administrator by no later than the Claim Deadline. Settlement Class Members may submit such a complete Claim Form to the Claim Administrator either through the United States mail or submission on the Settlement Website.

3.1.1. Expenses: Each Settlement Class Member may seek reimbursement for up to three hundred and twenty-five dollars (\$325.00) of Expenses.

3.1.2. Lost Time: Each Settlement Class Member may seek reimbursement for up to four (4) hours of Lost Time at a rate of twenty-five dollars (\$25.00) per hour; provided that no Settlement Class Member may recover for Lost Time unless the Lost Time of that Settlement Class Member exceeds at least one (1) hour.

3.1.3. Stolen Funds: Each Settlement Class Member may seek reimbursement for up to two thousand five hundred dollars (\$2,500.00) of Stolen Funds.

3.1.4. Maximum Reimbursement: The total amount that each Settlement Class Member may be reimbursed for Expenses, Lost Time, Stolen Funds, and any other amount under this Agreement is two thousand five hundred dollars (\$2,500.00).

3.1.5. Exclusions: A Settlement Class Member is not entitled to reimbursement for any (or any portion of any) Expense, Lost Time, or Stolen Funds if the Claim Administrator reasonably determines the following: either (a) such Expense, Lost Time, or Stolen Funds would have been reimbursed under the Cybersecurity Incident Identity and Credit Protection Services offered to that Settlement Class Member, even if that Settlement Class Member failed to enroll in the Cybersecurity Incident Identity and Credit Protection Services or, if enrolled, failed to seek reimbursement under the Cybersecurity Incident Identity and Credit Protection Services, (b) the Settlement Class Member had a right to a credit or reimbursement for such Expense, Lost Time, or Stolen Funds from any other Person and did not take all necessary, reasonable, or appropriate measures to seek or obtain it, or (c) the Expense, Lost Time, or Stolen Funds was not necessary, reasonable or appropriate under the circumstance, in amount, or for any other reason.

3.1.6. Standard and Elements of Proof: A Settlement Class Member is entitled to reimbursement for an Expense or Stolen Funds only if the Claim Administrator determines that the Settlement Class Member has proven by a preponderance of the evidence that the Settlement Class Member is entitled to receive such reimbursement under all requirements, terms and conditions of this Agreement. To receive reimbursement for Expenses and Stolen Funds, a Settlement Class Member must submit the completed and signed Claim Form that includes: (a) identification of the Expense or Stolen Funds; (b) documentary evidence of the Expense or Stolen Funds; (c) the attestation(s) included in the Claim Form (Exhibit A to this Agreement) regarding the Expense or Stolen Funds, and (d) any other or further information, documents, data or other materials that the Claim Administrator reasonably requests from the Settlement Class Member to determine whether the Claim is a Valid Claim. For Lost Time, a Settlement Class Member must submit: a) the attestation that personal time was spent responding to issues raised by the Cybersecurity Incident; b) an indication of the number of hours spent, and c) a description of how the Lost Time was spent, using the check box array contained in the Claim Form. Settlement Class Members must also sign the certification contained in the Claim Form that all the information submitted is true and correct, and that copies of any documents submitted are unaltered from the original. Any Claim or Claim Form that does not satisfy the standard and all elements of proof set forth in this sub-section and other applicable provisions of this Agreement will be denied, subject only to a Settlement Class Member's limited right to have such decision reviewed under sub-section 4.5 of this Agreement.

3.2. Settlement Identity and Credit Protection Services: Radius will offer every Settlement Class Member Cybersecurity Incident Identity and Credit Protection Services. Settlement Class Members must submit a valid claim in order to obtain this benefit. An activation code for this service will be sent within 30 days of the Effective Date, and the codes will be active for enrollment for a 90-day period after they are sent to those Settlement Class Members who claim this benefit.

3.3. Settlement Class Certification: The Settling Parties agree, for purposes of this Agreement only, to the certification of the Settlement Class. If this Agreement is not approved

by the Court, or if this Agreement is terminated or cancelled for any reason, the certification of the Settlement Class will be vacated and the Action will proceed as though the Settlement Class had never been certified, without prejudice to the Settling Parties' positions on the issue of class certification or any other issue. The Settling Parties' agreement to certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3.4. Limitation to Remedies in Agreement: If any Settlement Class Member fails to submit a Claim Form by the Claim Deadline or fails to timely enroll in Settlement Identity and Credit Protection Services, that Settlement Class Member will be forever barred from receiving any Claim Payment or other benefits under this Agreement, but will nonetheless and in all other respects be subject to and bound by the provisions of the Agreement, the Preliminary Order, the releases in this Agreement, and the Final Approval Order and Judgment.

4. Claim Administration Process

4.1. Settlement Website and Help Line: The Claim Administrator will create and maintain the Settlement Website and Help Line. The Settlement Website will contain, at least, one or more webpages that identify, describe, and contain information in narrative format concerning the following and, if documents, attaching the following: Cybersecurity Incident; Cybersecurity Incident Notice; Complaint; Action; Court; Agreement; Preliminary Order; Notice of Final Fairness Hearing, when issued; Objection Procedures; Claim Form; Claim Review Request Form; Summary Notice; Long Notice; Claim Administrator; Help Line; Final Approval Order and Judgment, when issued; and any other information, documents, data, or other materials ordered by the Court or agreed-to by the Settling Parties or Counsel. The Settlement Website will include functionality that permits individuals to electronically submit to the Claim Administrator the following: Claim Forms, Claim Review Request Forms, and other information, documents, data, and materials in support of Claims, Claim Forms, and Claim Review Request Forms. The Claim Administrator will monitor and answer the Help Line, providing information and assistance to individuals with respect to questions and inquiries they may have about this matter, including the topics and materials listed above with respect to the Settlement Website. The Claim Administrator will create the Settlement Website and Help Line within thirty (30) Days after the date of the Preliminary Approval Order, and will maintain the them until one hundred twenty (120) Days after the Claim Payment Date, at which time the Claim Administrator will terminate them.

4.2. Claim Notice: The Claim Administrator will send a Claim Notice to every Settlement Class Member via first class United States mail, based on addresses provided by Radius for the Settlement Class Members, and referenced against the National Change of Address database maintained by the United States Postal Service. All Claim Notices will be sent by no later than thirty (30) Days after the date the Court issues the Preliminary Approval Order.

4.3. Determination: The Claim Administrator will review every Claim that a Settlement Class Member submits by the Claim Deadline to determine if some or all of the Claim is a Valid Claim. The Claim Administrator has the sole discretion to make that determination, subject only to the limited right of Settlement Class Members to have that determination reviewed under sub-section 4.5 of this Agreement. The Claim Administrator will make that determination based on a fair and reasonable evaluation of the Claim, all information,

documents, data, or other materials submitted in support of the Claim, the plain language of this Agreement, and (if the Claim Administrator is uncertain about the meaning of any language in this Agreement) the purpose and intent of this Agreement as fairly and reasonable determined by the Claim Administrator. If the Claim Administrator determines that some or all of a Claim is a Valid Claim, the Claim Administrator will authorize payment of such Valid Claim or the portion of such Claim that is a Valid Claim, pursuant to sub-section 6.2 of this Agreement. If the Claim Administrator determines that some or all of a Claim is not a Valid Claim, the Claim Administrator will send a Claim Denial to the Settlement Class Member who submitted the Claim by no later than thirty (30) Days after the Claim Deadline.

4.4. Claim Supplementation: If the Claim Administrator determines that a Settlement Class Member has submitted an incomplete Claim Form, the Claim Administrator will make a Claim Supplementation Request to the Settlement Class Member who submitted the Claim Form by no later than the Claim Supplementation Request Deadline, setting forth the additional information, documents, data or other materials that are necessary, appropriate, or required to complete the Claim Form. A Settlement Class Member will have up to thirty (30) Days after the date of such Claim Supplementation Request to submit such additional information, documents, data and other materials to the Claim Administrator to render the Claim Form complete. By no later than the Claim Determination Deadline, the Claim Administrator will consider such additional information, documents, data and other materials, determine whether some or all of such Claim is a Valid Claim, and issue a Claim Denial if appropriate under the circumstances.

4.5. Claim Review: If the Claim Administrator issues a Claim Denial, and if the Settlement Class Member who submitted that Claim submits a Claim Review Request Form (or other information, documents, data and materials sufficient to constitute all of the information required for a complete Claim Review Request Form) to the Claim Administrator within thirty (30) Days of the date of the Claim Denial, the Claim Administrator will conduct a Claim Review of the Claim Denial. The Claim Reviewer has the sole discretion to determine whether to revise some or all of the Claim Denial. The Claim Reviewer will make that determination based on a fair and reasonable evaluation of the Claim and Claim Review Request, any information, documents, data, or other materials submitted in support of the Claim and Claim Review Request, the plain language of this Agreement, and (if the Claim Reviewer is uncertain about the meaning of any language in this Agreement) the purpose and intent of this Agreement as fairly and reasonable determined by the Claim Reviewer. The Claim Administrator will send the Settlement Class Member who submitted the Claim Review Request a Claim Review Determination within sixty (60) Days after the date of the Claim Denial. The Claim Review Determination is final and binding on the Claim Administrator and the Settlement Class Member, without any recourse or further review.

4.5.1. Fraudulent and Unauthorized Activity: If the Claim Administrator suspects or determines, at any time or for any reason, that any Settlement Class Member or any other Person is engaging in any activity that is or may be fraudulent or unauthorized, the Claim Administrator has authority to take any and all steps or measures that the Claim Administrator determines, in its sole discretion, are or may be necessary, appropriate, or reasonable to assess whether such activity is fraudulent or unauthorized and prevent it, including issuing a Claim Denial and refusing to authorize any Claim Payment that the Claims Administrator determines, in its sole discretion, is or may be fraudulent or unauthorized.

4.5.2. Communication: The Claim Administrator may communicate with a Settlement Class Member concerning any matter related to the Claim Administration Process or any other matter, by mail or by any other means of communication initiated or otherwise authorized by the Settlement Class Member, including phone and email.

4.5.3. Claim Payment Check: Receipt and cashing of a Claim Payment Check is the only right a Settlement Class Member has to receive a Claim Payment. All Claim Payment Checks will be void ninety (90) Days after issuance and will bear the language: "This check must be cashed within 90 Days, after which time it is void." A Settlement Class Member may, within one hundred twenty (120) Days after the Claim Payment Date, request re-issuance of an uncashed or void Claim Payment Check, which also will be void ninety (90) Days after its issuance and bear that same language set forth above. If no request for re-issuance of a Claim Payment Check is made within that time, the Settlement Class Member's right to receive a Claim Payment is waived and extinguished, and Radius will have no obligation to make any Claim Payment or any other payment to that Settlement Class Member for any reason. Any request for re-issuance of a Claim Payment Check or a previously re-issued Claim Payment Check made more than one hundred twenty (120) Days after the Claim Payment Date will not be honored.

4.6. Confidentiality: The Claim Administrator will treat and protect as confidential all information, documents, data, and other materials submitted or exchanged in the Claim Administration Process, including Claim Forms, Claim Denials, Claim Supplementation Requests, Claim Review Requests, and Claim Review Determinations.

4.7. Claim Administration Expenses

4.7.1. Cap: Total Claim Administration Expenses will not exceed fifty-six thousand, two-hundred and fifty dollars (\$56,250.00), provided that expenses for printing and mailing Claim Notices will not be counted against that total.

4.7.2. Billing and Payment: By the fifteenth Day of each calendar month, the Claim Administrator will submit a statement to Radius itemizing all of the Claim Administration Expenses actually incurred by the Claim Administrator in the preceding calendar month. Radius will have thirty (30) Days from receipt of each such statement to review it and object, in writing, with respect to any Claim Administration Expense it contests. Within that thirty (30) Day period, Radius will pay all Claim Administration Expenses that Radius has not contested in writing. In the event any dispute arises about any Claim Administration Expense, the Claim Administrator and Radius will engage in good faith negotiations to attempt to resolve the dispute. If such negotiations do not resolve the dispute, in whole or in part, the Claim Administrator and Radius will submit the matter to Counsel, who will engage in good faith negotiations to attempt to resolve the dispute. If negotiations between Counsel do resolve the matter, in whole or in part, the Claim Administrator or Radius may submit the dispute, in writing, to the Court for resolution.

5. Service Award and Class Counsel Fees

5.1. Service Award: The Settling Parties did not negotiate the payment of the Service Award until after the material terms of the settlement were agreed-to, except that Radius agreed it would not object to a request by the Class Representative to the Court for a granting of the Service Award, provided that the maximum amount of the Service Award that Radius will be liable for is three thousand five hundred dollars (\$3,500.00). No later than 45 days after the first

mailing of Class Notice, Class Counsel will (a) file a motion with the Court seeking approval of the Service Award for the Class Representative. By the Effective Date, Class Counsel will provide a W-9 tax form to Radius for the Class Representative. As long as that W-9 tax form has been timely provided to Radius, Radius will pay the amount of the Service Award approved by the Court (subject to the limitation set forth in this sub-section) by no later than 30 days after the Effective Date.

5.2. Class Counsel Fees: The Settling Parties did not negotiate the payment of Class Counsel Fees until after the material terms of the settlement were agreed-to, except that Radius agreed it would not object to a request by Class Counsel to the Court for an award of Class Counsel Fees, provided that the maximum amount of the Class Counsel Fees that Radius will be liable for will be one-hundred twenty-three thousand, seven hundred and fifty dollars (\$123,750.00) No later than 45 days after the first mailing of Class Notice, Class Counsel will (a) file a motion with the Court seeking approval of the Class Counsel Fees. By the Effective Date, Class Counsel will provide a W-9 tax form to Radius for Class Counsel. As long as that W-9 tax form has been timely provided to Radius, Radius will pay the amount of the Class Counsel Fees approved by the Court (subject to the limitation set forth in this sub-section) by no later than 30 days after the Effective Date.

5.3. Distinct from Fairness Determination: The amounts of any Service Award granted to the Class Representative and any Class Counsel Fees awarded to Class Counsel are to be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the settlement to the Settlement Class. No order from the Court, or modification or reversal or appeal of any order of the Court, concerning the amounts of the Service Award or Class Counsel Fees ordered by the Court will affect whether the Final Approval Order and Judgment is Final or will constitute grounds for cancellation or termination of this Agreement.

6. Administration of Claims.

6.1. Reports of Claims: After the Court enters the Final Approval Order and Judgment, the Claims Administrator shall provide the requested relief to all Settlement Class Members that made a Valid Claim, subject to the individual caps on settlement class payout set forth in Section 3.1.4 of this Agreement. Class Counsel and Radius shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth in Section 4 of this Agreement. All claims agreed to be paid in full or in part by Radius shall be deemed valid up to the amount paid.

6.2. Payment of Valid Claims: Payments for Valid Claims shall be transferred electronically or mailed and postmarked after the Effective Date and within sixty (60) days of the Effective Date and/or thirty (30) days of the date that the claim is approved, whichever is latest.

6.3. Bar on Untimely Claims: All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

6.4. No Further Claims: No Person shall have any claim against the Claims Administrator, Radius, Class Counsel, Plaintiffs' Counsel, Radius's counsel, and/or the Class Representatives based on distributions of benefits to Settlement Class Members.

6.5. Confidentiality: Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, Class Counsel, and counsel for Radius.

7. Court Proceedings

7.1. Preliminary Order: Within ten (10) Days after the execution of this Agreement, Counsel will file a joint motion seeking entry of the Preliminary Order. Such joint motion will request at least the following: (a) preliminary approval of this Agreement; (b) certification of the Settlement Class; (c) an order directing issuance of class notice under Mass. R. Civ. P. 23(d); (d) appointment of Class Counsel, the Class Representative, and the Claims Administrator; (e) approval of the Claim Form, Summary Notice, and Long Form Notice; (f) scheduling of a Final Fairness Hearing within one hundred fifty (150) Days of the date that the Court issues the Preliminary Order; and (g) entry of the Final Approval Order and Judgment after the Final Fairness Hearing.

7.2. Objection Procedures: Any Settlement Class Member who object to this Agreement will submit a Settlement Objection to the Court and Counsel by no later than the Settlement Objection Deadline. If any Settlement Class Member fails to submit a Settlement Objection to the Court by the Settlement Objection Deadline, that Settlement Class Member waives and forfeits any and all rights that Settlement Class Member had, has, or may have to appear and object to this Agreement, and will be bound by all of the terms of this Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to this Agreement is through this sub-section of this Agreement. Without limiting the foregoing, any challenge to this Agreement, Final Approval Order and Judgment to be entered upon final approval will be pursuant to appeal under the Massachusetts Rules of Appellate Procedure and not through a collateral attack.

7.3. Final Fairness Hearing and Final Approval Order and Judgment In the Preliminary Order, the Settling Parties will jointly request that the Court conduct a Final Fairness Hearing within one hundred fifty (150) Days of the date that the Court issues the Preliminary Order to address Settlement Objections. In the Preliminary Order, the Settling Parties also will jointly request that, after conducting the Final Fairness Hearing, the Court enter the Final Approval Order and Judgment.

8. Releases by Plaintiff and Settlement Class Members

8.1. Plaintiff: Plaintiff irrevocably, unconditionally, and forever releases, relinquishes, and discharges all Released Claims and Unknown Claims that the Plaintiff had, has, or may have against Radius and the Releasees; provided that Plaintiff is not releasing any right to make a Claim, enroll in Settlement Identity and Credit Protection Services, receive the Service Award, or enforce the terms of this Agreement.

8.2. Settlement Class Members: Upon the Effective Date, every Settlement Class Member is deemed to have, and by operation of the Final Approval Order and Judgment has, irrevocably, unconditionally, and forever released, relinquished, and discharged all Released

Claims and Unknown Claims that such Settlement Class Member had, has, or may have against Radius and the Releasees. Upon the Effective Date, to the fullest extent permitted by law, every Settlement Class Member will be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation under this Agreement) in which any Released Claim is asserted.

8.3. No Release by Radius or Releasees: Radius and the Releasees are not releasing, relinquishing, or discharging any allegation, assertion, action, cause of action, count, suit, lawsuit, claim, counterclaim, third-party claim, defense, liability, responsibility, agreement, contract, promise, tort, debt, statutory violation, damage, controversy, judgment, right or demand, whether existing or contingent, known or unknown, that Radius or the Releasees had, have or may have against the Plaintiff or any Settlement Class Member, arising out of the Cybersecurity Incident

9. Termination

9.1. Events of Termination: This Agreement will terminate in the following circumstances: (a) all of the conditions necessary to constitute the Effective Date do not occur; (b) a Settling Party materially breaches any term of this Agreement and fails to cure such breach within ten (10) Days of written notice of such breach from the other Settling Party.

9.2. Effect of Termination: If this Agreement terminates, the following will occur: (a) this Agreement and statements made in this Agreement will have no force or effect and will not be used in the Action or in any other proceeding for any purpose whatsoever, and any judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*; and (b) the Settling Parties will be restored to their respective positions in Action as of the date immediately preceding the execution of this Agreement.

10. Miscellaneous

10.1. Cooperation: The Settling Parties and Counsel will fully and faithfully cooperate with each other to the extent necessary, appropriate or reasonable to effectuate and implement all terms and conditions of this Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Agreement.

10.2. Actions for Settlement Class: Class Counsel, on behalf of the Settlement Class, is authorized by the Class Representative to take any and all necessary, appropriate, or reasonable actions to effectuate the terms of this Agreement on behalf of Settlement Class Members, and also is authorized to enter into any modifications or amendments to this Agreement on behalf of the Settlement Class, which Class Counsel deems necessary, appropriate, or reasonable to carry out the spirit of this Agreement and to ensure fairness to the Settlement Class.

10.3. Retained Jurisdictions: The Court will retain jurisdiction to interpret, implement, and enforce this Agreement, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of this Agreement.

10.4. No Admission: This Agreement compromises claims that are contested and will not be deemed an admission by any Settling Party as to any matter. Neither this Agreement, nor any of the contents of it, nor any act performed or document executed pursuant to or in furtherance of this Agreement (a) 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 Radius or the Releasees, 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 Radius or any of the Releasees in any civil, criminal, administrative, or other proceeding in any court, administrative, or other tribunal.

10.5. Preclusive Effect: Radius and any of the Releasees may file this Agreement and the Final Approval Order and Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, settlement and accord, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.6. Represented Parties: This Agreement was negotiated in good faith by the Settling Parties and their respective Counsel, and reflects a settlement that was reached voluntarily after consultation with competent legal Counsel after extensive negotiations.

10.7. Modification: This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.8. Entire Agreement: This Agreement is a final and complete resolution of all disputes between the Class Representative and Settlement Class Members, on the one hand, and Radius and the Releasees, on the other hand. This Agreement, together with all Exhibits to it, constitutes the entire agreement between the Settling Parties, and no agreements, contracts, promises, representations, warranties, or inducements have been made to any Settling Party concerning this Agreement other than the agreements, contracts, promises, representations, warranties, and inducements contained and memorialized in this Agreement. This Agreement supersedes all previous agreements, contracts, promises, representations, warranties, and inducements by and between the Settling Parties.

10.9. Costs: Except with respect to Class Counsel Fees, the Settling Parties will bear all of their own fees, costs, and expenses related to the Action and this Agreement.

10.10. Choice of Law: This Agreement was negotiated, executed, and delivered, and is to be performed, in Massachusetts. The rights and obligations of the Settling Parties will be construed and enforced in accordance with and governed by the internal substantive laws of Massachusetts, without giving effect to choice of law principles.

10.11. Successors and Assignment: This Agreement is binding on, and inures to the benefit of, the successors and assigns of the Settling Parties. No assignment of this Agreement will be valid without express written consent from all other Settling Parties.

10.12. Dollar Amounts: All dollar amounts are in United States dollars.

10.13. Authority: Counsel or any other Person executing this Agreement for any Settling Party warrants that such a Person has the full authority to do so.

10.14. Counterparts: This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same. A complete set of original executed counterparts will be filed with the Court. Copies of pdf signatures or electronic signatures will be deemed equal to and accepted as original signatures.

Signature Page Follow

Daniel Guarino, individually and on behalf of Radius Financial Group, Inc.
of all others similarly situated,

By His Counsel,



David K. Lietz (admitted *pro hac vice*)
dlietz@milberg.com
Gary M. Klinger
gklinger@milberg.com
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC
5335 Wisconsin Avenue NW, Suite 440
Washington, DC 20015
(866) 252-0878

Dated: May 19, 2023

By Its Counsel,



Cameron G. Shilling, BBO #632379
cameron.shilling@mclane.com
Andrew R. Hamilton, BBO #689343
andrew.hamilton@mclane.com
McLANE MIDDLETON, P.A.
300 TradeCenter, Suite 700
Woburn, MA 01801
(781) 904-2700

Dated: May 19, 2023

EXHIBIT A

Guarino v. Radius Financial Group, Inc., Civil Action No. 2283CV00196
Superior Court, County of Plymouth, Commonwealth of Massachusetts

CLAIM FORM

DEADLINE TO SUBMIT:

ATTENTION: This Claim Form is to be used to apply for benefits made available from the settlement of a lawsuit with Radius Financial Group, Inc. (“Defendant”). The lawsuit alleges that Defendant experienced a cybersecurity incident in which (an) unauthorized person(s) or entity (entities) may have acquired a limited number of electronic documents stored on Defendant’s systems. This cybersecurity incident was discovered in July 2021, which resulted in the potential compromise of personally identifiable information (“PII”) of Defendant’s current and/or former clients. Defendant denies all of the claims or that it has any liability whatsoever. Nevertheless, Defendant has agreed to settle these doubtful and disputed claims.

To recover as part of this settlement, you *must* provide the information requested in this Claim Form for each applicable claim. PLEASE BE ADVISED that any documentation you provide must be submitted with this Claim Form.

You may submit claims in each applicable category below:

- (A) Compensation for reasonable and appropriate costs actually incurred and paid by a Settlement Class Member between the Cybersecurity Incident Date and the Notice Date to remediate harm caused by the Cybersecurity Incident to that Settlement Class Member’s identity or credit. Ordinary losses attributable to the Cybersecurity Incident, not to exceed \$325, which may include but are not limited to:
 - (1) (a) costs to obtain credit reports and remediate fraudulent credit accounts; (b) telephone or cellphone fees or charges; (c) fees charges by credit cards, banks, or other financial institutions; (d) costs for postage or other forms of delivery of documents or other materials; (e) data fees or charges; (f) travel expenses; (g) costs and fees for filing or processing of documents or other materials; and (h) costs and fees for professional services, including forensic, technological, financial, accounting, and legal;
 - (2) Reimbursement for up to four (4) hours of lost time, calculated at \$25/hour, provided that the Settlement Class Member attests that the claimed lost time was spent responding to issues raised by the Cybersecurity Incident; and
- (B) Compensation of some or all Stolen Funds, meaning monetary funds that were stolen, or taken or debited without authorization, from a financial account owned by a Settlement Class Member between the Cybersecurity Incident Date and the Notice Date due to the compromise of that Settlement Class Member’s Protected Information in the Cybersecurity Incident, provided that the Settlement Class Member timely took all necessary and appropriate steps to attempt to recover or obtain a credit for such Stolen Funds, including, but not necessarily limited to, from any and all financial institutions

and other Persons involved and all other sources, including potentially applicable insurance.

(C) 2 years of single-bureau credit monitoring that includes identity-theft protection insurance of up to \$1,000,000.

Maximum total recovery per Settlement Class Member for compensation for: (A) Ordinary Losses; and (B) Stolen Funds is \$2,500.

For further information on each, please see the Notice.

If you wish to submit a claim for a settlement payment electronically, you may go online to the Settlement Website, www._____.com, and follow the instructions on the "Submit a Claim" page.

If you wish to submit a claim for a settlement payment via standard mail, you need to provide the information requested below and mail this Claim Form to **Settlement Administrator, address**, postmarked by **_____, 2023** or submit this Claim Form electronically on the Settlement Website by **_____, 2023**. Please print clearly in blue or black ink.

1. General Information

Required Information:

First Name: _____ MI: _____

Last Name: _____

Current Address:

City: _____ State: _____

ZIP: _____

Phone: _____

Optional Information:

Email: _____

2. Claim Information

Claim A: Ordinary Losses

To obtain reimbursement under this category, you must affirm the following, if applicable:

I incurred unreimbursed reasonable and appropriate costs incurred as a result of the Cybersecurity Incident.

Total Amount of Ordinary Losses \$ _____

Please provide a description of each expense or loss claimed, the date of loss, the dollar amount of the loss, and the type of supporting documentation you will be submitting to support the loss.

You must provide ALL of this information for this claim to be processed.

Claim A: Ordinary Losses – Out-of-Pocket Expense			
(Settlement Class Members are eligible for compensation for up to a total of \$325.00 per person for Ordinary Losses, including expenses and lost time)			
Description of the Expense	Date	Amount	Supporting Documentation
Examples: Ordered credit reports	1/5/22	\$30.00	Copy of invoice/billing statement
Mailed police reports to private provider	1/5/22	\$5.00	Copy of receipt from U.S. Post Office
TOTAL (maximum \$325.00, can be claimed, including lost time)			
List any additional expenses on a separate sheet and submit with this Claim Form.			

Failure to provide appropriate documentation will result in a delay in processing and may result in the denial of your claim.

Claim A: Ordinary Losses – Lost Time Reimbursement

Settlement Class Members are eligible for compensation for up to a total of \$325.00 per person for Ordinary Losses, including lost time.

Lost time may include up to 4 hours of lost time, at \$25.00 per hour, for time spent dealing with the Cybersecurity Incident.

If you elect to obtain reimbursement for personal time addressing issues arising out of the Cybersecurity Incident to try to prevent, detect, contest, remediate, and/or repair related damages as a result of the Cybersecurity Incident, complete the following:

I attest that I spent at least one hour of personal time responding to issues raised by the Cybersecurity Incident.

How much time did you spend (check one)?

1 Hour (\$25) 2 Hours (\$50) 3 Hours (\$75) 4 Hours (\$100)

In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Cybersecurity Incident. Check all activities, below, which apply.

- Calling bank/credit card customer service lines regarding fraudulent transactions.
- Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.
- Time on the internet verifying fraudulent transactions.
- Time on the internet updating automatic payment programs due to new card issuance.
- Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
- Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.
- Other. Provide description(s) here:

Claim B: Stolen Funds

To obtain reimbursement under this category, you must affirm the following:

I experienced proven monetary loss(es) attributable to the Cybersecurity Incident, **AND** the loss is an actual, documented, and unreimbursed monetary loss, **AND**, the loss was more likely than not caused by the Cybersecurity Incident, **AND** the loss occurred between July 7, 2021 and the Notice Date, **AND** the loss is not already covered by one or more of the above normal reimbursement categories, **AND** all necessary and appropriate effort was made by me to avoid or seek reimbursement for the loss, including but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Please provide documentation supporting **both** your claim and your associated expenses.

An example of documentation supporting your claim could include a letter from your financial institution, credit reporting agency, or another source informing you that a fraudulent financial loss occurred for which you were not reimbursed.

An example of documentation supporting your associated expenses would include receipts, voided checks, bank statements, or other documents showing the amount of your losses and/or a detailed narrative description of what happened and what losses you incurred.

Failure to affirm or provide appropriate documentation will result in a delay in processing and may result in the denial of your claim.

Claim B: Stolen Funds –Expense Reimbursement

(Settlement Class Members are eligible for total compensation for up to a total of \$2,500.00 per person for Claim A (Ordinary Losses) and Claim B (Stolen Funds))

Description of the Expense	Date	Amount	Supporting Documentation
Examples: Unreimbursed fraudulent medical bills	1/5/22	\$200.00	Copy of invoice/billing statement
Unreimbursed charged from account fraudulently opened with my identity.	1/5/22	\$100.00	Copy of invoice/billing statement and report of identity theft to account company

TOTAL			
List any additional expenses on a separate sheet and submit with this Claim Form.			
Failure to affirm or provide appropriate documentation will result in a delay in processing and may result in the denial of your claim.			

Claim C: Identity Theft Protection Services

All Settlement Class Members will be offered a two (2)-year membership in identity theft protection services through [PROVIDER]. The offered identity theft protection services include single-bureau credit monitoring (other than for minors without preexisting credit reports); CyberScan dark web monitoring; a \$1,000,000 insurance reimbursement policy; and fully managed ID theft recovery services.

I wish to claim the identity theft protection services offered, and affirm that I am part of the Settlement Class.

Please provide your unique email address to be emailed a code for the identity monitoring offered. If you do not provide an email address, the code will be mailed to you.

Email: _____



3. Certification

I understand that my Claim and the information provided above will be subject to verification.

By submitting this Claim Form, I certify and declare, under pains and penalties of perjury, that the information provided in this Claim Form is true and correct and that this form was executed

on the date set forth below. I further certify that any documentation that I have submitted in support of my Claim consists of unaltered documents in my possession.

Please include your name in both the Signature and Printed Name fields below and date the Claim Form.

Signature: _____ Date: ____/____/____

Printed Name:

THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT [URL](#) OR POSTMARKED BY [Month DD, 2023](#) IN ORDER TO BE TIMELY AND VALID.

EXHIBIT B

If you were mailed a notice by Radius Financial Group, Inc.. regarding a cybersecurity incident you may be eligible for compensation and identity theft protection.

***Guarino v. Radius Financial Group, Inc., Civil Action No. 2283CV00196
Superior Court, County of Plymouth, Commonwealth of Massachusetts***

A court authorized this notice. It is not a solicitation from a lawyer. Please read this notice carefully.

A settlement has been reached in a class action lawsuit against Radius Financial Group, Inc.. (“Defendant”) relating to the potential compromise of personally identifiable information (“PII”) of Defendant’s current and/or former clients due to a cybersecurity incident that was discovered in July 2021 (the “Cybersecurity Incident”). Defendant denies all of the claims and says it did not do anything wrong. This class settlement has been preliminarily approved by the court.

WHO IS INCLUDED? Defendant’s records show you were a person identified as potentially being impacted by the Cybersecurity Incident, and, therefore, you are included as a “Settlement Class Member.”

SETTLEMENT BENEFITS. All Settlement Class Members will be offered a two (2)-year membership in identity theft protection services through [PROVIDER]. The [PROVIDER] service includes single-bureau credit monitoring; CyberScan dark web monitoring; a \$1,000,000 insurance reimbursement policy; and fully managed ID theft recovery services.

The Settlement also provides two (2) types of payments to Settlement Class Members who submit valid claims: (1) reimbursement of up to \$325.00 for ordinary losses, which include documented out-of-pocket expenses incurred, including up to four (4) hours of attested to lost time at \$25 per hour that was spent dealing with the Data Incident; and (2) reimbursement of some or all Stolen Funds, defined as proven and documented monetary losses that were more likely than not caused by the Cybersecurity Incident. Total payments to each Settlement Class Member shall not exceed \$2,500 for both ordinary losses and Stolen Funds.

THE ONLY WAY TO RECEIVE MONETARY COMPENSATION IS TO FILE A CLAIM. To file online or to get a Claim Form, visit the website at www._____.com. The claim deadline is _____, 2023. Your unique ID on this Notice will be required to file a claim.

OTHER OPTIONS. If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement. You may object to it by _____, 2023. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website at www._____.com for a copy of the more detailed notice. On _____, 2023, the Court will hold a Final Approval Hearing to determine whether to approve the Settlement, Settlement Class Counsel’s request for payment of attorneys’ fees, costs, and expenses in an amount not to exceed \$125,000 and named a representative Service Award for the Class Representative in an amount not to exceed \$3,500.

www.URL.com

EXHIBIT C

**IN THE SUPERIOR COURT,
PLYMOUTH COUNTY, COMMONWEALTH OF MASSACHUSETTS**

If you were mailed a notice by Radius Financial Group, Inc. (“Defendant”) regarding a cybersecurity incident that was discovered in July 2021, you may be eligible for monetary compensation and identity theft protection.

A state trial court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.

To: All Persons to whom Radius Financial Group, Inc. sent a notice of the Data Incident. (“Settlement Class”).

A settlement has been proposed in a class action lawsuit against Radius Financial Group, Inc. (“Radius” or “Defendant”) relating to the potential compromise of personally identifiable information (“PII”) of current and/or former clients of Radius due to a cybersecurity incident involving Defendant’s computer network that was discovered in July 2021 (the “Cybersecurity Incident”). The PII potentially compromised during the Data Incident includes full names and Social Security numbers.

Settlement Class: If you received a notice of the Cybersecurity Incident from Radius Financial Group, Inc., you are a likely a “Settlement Class Member.”

- The Settlement provides payments to people who submit valid claims for ordinary unreimbursed losses, such as out-of-pocket expenses and lost time, and for stolen funds. The Settlement provides for a two (2) year-membership of [PROVIDER] identity theft protection services for Settlement Class Members who claim the benefit here. In addition to these monetary and nonmonetary benefits, Radius has implemented data-security enhancements to its computer systems to better protect your PII in the future. Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can get payment.
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get any payment from this Settlement, and you will give up certain legal rights. Submitting a Claim Form is the only way to obtain payment under this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.████████.com. The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

What This Notice Contains

BASIC INFORMATION..... PAGE ___

- 1. Why is this Notice being provided?
- 2. What is this lawsuit about?
- 3. What is a class action?
- 4. Why is there a Settlement?

WHO IS INCLUDED IN THE SETTLEMENT? PAGE ___

- 5. How do I know if I am part of the Settlement?
- 6. Are there exceptions to being included in the Settlement?

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY PAGE ___

- 7. What does the Settlement provide?
- 8. What payments are available for Expenses and Lost Time Compensation?
- 9. What payments are available for Stolen Funds Compensation?

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Commonwealth Superior Court for Plymouth County, Massachusetts. The case is styled as *Daniel Guarino, individually and on behalf of all other similarly situated, v. Radius Financial Group, Inc.*, Civil Action No. 2283CV00196 (the “Lawsuit”). The person who filed the Lawsuit is called the Plaintiff, and the company they sued is Radius Financial Group, Inc., who is called the Defendant.

2. What is this lawsuit about?

The Lawsuit claims that Radius Financial Group, Inc., was responsible for the Cybersecurity Incident and asserts claims such as: (1) breach of express contract; and (2) violation of the Massachusetts Consumer Protection Act. The Lawsuit seeks, among other things, payment for persons who were injured by the Cybersecurity Incident. Radius Financial Group, Inc. denies each and all of the claims and contentions alleged against it in the Lawsuit. Radius Financial Group, Inc. denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. Radius Financial Group, Inc. denies it breached any contract (express or implied), and denies that it has violated Massachusetts law.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Daniel Guarino) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court and one judge resolves the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Radius. Instead, the Plaintiffs negotiated a settlement with Radius that allows both Plaintiff and Radius to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment without further delay. Plaintiff and his attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that Radius did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The “Settlement Class” is defined as “the customers, consumers, and other individuals whose Protected Information was compromised in the Cybersecurity Incident.”

You are part of the Settlement if you received notice of the Cybersecurity Incident from Radius.

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

Yes. Specifically excluded from the Settlement Class are: (a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant; and (d) attorneys and other legal representatives affiliated with or employed by Class Counsel. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement will provide monetary payments to people who submit valid claims.

There are two types of payments that are available: (1) Ordinary Losses, including Expenses and Lost Time (Question 8, below); and (2) Stolen Funds (Question 9, below). To claim each type of payment, you must provide the information and documentation called for by the Claim Form.

Radius will also provide each Settlement Class Member who claims identity theft protection services with a code to enroll in the two-year services, to be used after the court grants final approval to the settlement.

8. What payments are available for Ordinary Losses Compensation?

Settlement Class Members are eligible to receive compensation of up to \$325.00 (in total) for the following categories of ordinary losses resulting from the Cybersecurity Incident:

- Reasonable and appropriate costs actually incurred and paid by a Settlement Class Member between the Cybersecurity Incident Date and the Notice Date to remediate harm caused by the Cybersecurity Incident to that Settlement Class Member’s identity or credit. As long as a cost meets the foregoing definition, such Expenses may include, but are not necessarily limited to, the following: (a) costs to obtain credit reports and remediate fraudulent credit accounts; (b) telephone or cellphone fees or charges; (c) fees charges by credit cards, banks, or other financial institutions; (d) costs for postage or other forms of delivery of documents or other materials; (e) data fees or charges; (f) travel expenses; (g) costs and fees for filing or processing of documents or other materials; and (h) costs and fees for professional services, including forensic, technological, financial, accounting, and legal, and;

- Reimbursement for up to four (4) hours of lost time, calculated at \$25/hour, provided that the Settlement Class Member attests that the claimed lost time was spent responding to issues raised by the Cybersecurity Incident, spent at least one hour responding to the Cybersecurity Incident, and describes the Lost Time in the Claim Form.

More details are provided in the Settlement Agreement, which is available at www._____.com.

9. What payments are available for Stolen Funds Compensation?

Settlement Class Members who had Stolen Funds are eligible to receive compensation for some or all of such Stolen Funds, subject to the following conditions.. Stolen Funds means monetary funds that were stolen, or taken or debited without authorization, from a financial account owned by a Settlement Class Member between the Cybersecurity Incident Date and the Notice Date due to the compromise of that Settlement Class Member's Protected Information in the Cybersecurity Incident, provided that the Settlement Class Member timely took all reasonably and appropriate steps to attempt to recover or obtain a credit for such Stolen Funds, including, but not necessarily limited to, from any and all financial institutions and other Persons involved and all other sources, including potentially applicable insurance. As part of the claim, the Settlement Class Member must show that: 1) the loss is an actual, documented and unreimbursed monetary loss; (2) the loss was directly caused by the Cybersecurity Incident; (3) the loss occurred between July7, 2021 and the Claims Deadline; (4) the loss is not already covered by one or more of the reimbursement categories for expenses; and (5) the member of the Settlement Class made reasonable efforts to avoid, or seek reimbursement for, the loss.

The total compensation available to each Settlement Class Member is \$2,500, which includes both Ordinary Losses Compensation and Stolen Funds Compensation.

More details are provided in the Settlement Agreement, which is available at www._____.com.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

10. How do I get monetary benefits from the Settlement?

Monetary Benefits: To ask for a payment, you must complete and Submit a Claim Form, at www._____.com. Read the instructions carefully, fill out the Claim Form electronically, or mail it postmarked no later than _____, 202__ to:

Radius Claims Administrator
PO Box XXXXX
City, State zip code

Identity Theft Protection: After the Court has granted final approval of the Settlement, Settlement Class Members who claim the 2-years of identity theft protection services will have an enrollment code emailed or mailed to them.

11. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any

claimant. If the required information is not provided in a timely manner, the claim will be considered invalid and will not be paid.

If the claim is complete and the Claims Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have his or her claim reviewed by submitting a request for claims review.

12. When will I get my payment?

The Court will hold a Final Approval Hearing at [REDACTED]:[REDACTED] o'clock [REDACTED].m. on [REDACTED], 202[REDACTED] to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

13. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment you must submit a Claim Form submitted online on the Settlement Website at [URL](#) or postmarked by [REDACTED], 202[REDACTED].

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

If the Settlement becomes final, you will give up your right to sue Radius for the claims being resolved by this Settlement. The specific claims you are giving up against Radius are described in Section 1.55 and Section 8 of the Settlement Agreement. You will be “releasing” Radius Financial Group, Inc. and all related people or entities as described in Section 1.56 of the Settlement Agreement. The Settlement Agreement is available at [www.\[REDACTED\].com](http://www.[REDACTED].com).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the Settlement Class Counsel listed in Question 15 for free or you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. The Court appointed counsel from the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC, 5335 Wisconsin Avenue, N.W, Suite 440, Washington, DC 20015 to represent you and other Settlement Class Members. These lawyers are called Settlement Class Counsel. You will not be charged for these lawyers and can reach them by calling (866) 252-0878 and referencing this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will Settlement Class Counsel be paid?

If the Settlement is approved and becomes final, Settlement Class Counsel will ask the Court to award attorneys' fees and costs in an amount not to exceed \$125,000. Settlement Class Counsel will also request approval of a service award of not more than \$3,500 for the Class Representative.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before deciding. To object, you must file with the Court and mail copies to Settlement Class Counsel and Radius's Counsel a written notice stating that you object to the Settlement in *Daniel Guarino, individually and on behalf of all other similarly situated, v. Radius Financial Group, Inc.*, Civil Action No. 2283CV00196.

Your objection must include:

- (a) the objecting Settlement Class Member's full name, address, and telephone number;
- (b) information, documents, data and other materials establishing that the objector is a Settlement Class Member;
- (c) a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes applicable;
- (d) the identity of all counsel representing the objector, if any;
- (e) the identity of all counsel representing the objector who will appear at the Final Fairness Hearing, if any;
- (f) a statement confirming whether the objector or the objector's counsel intends to personally appear at the Final Fairness Hearing, and;
- (g) the objector's signature and the signature of the objector's counsel or other duly authorized representative, if any the title of the case.

Your objection must be filed with the Clerk of the Plymouth County Superior Court, 52 Obery St., Plymouth, MA 0263065 no later than [REDACTED], 202[REDACTED]. You must also mail copies of your objection to Settlement Class Counsel and Radius's Counsel postmarked no later than [REDACTED], 202[REDACTED], at the addresses below.

SETTLEMENT CLASS COUNSEL	RADIUS FINANCIAL GROUP INC.'S COUNSEL
David K. Lietz MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 5335 Wisconsin Avenue NW, Suite 440 Washington, DC 20015 (866) 252-0878	Cameron G. Shilling McLANE MIDDLETON, P.A. 300 TradeCenter, Suite 700 Woburn, MA 01801 (781) 904-2700

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Approval Hearing at [redacted]:[redacted] o'clock [a.m./p.m.] on [redacted], 202[redacted], in the [redacted] Courthouse, [redacted]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 17). The Court will also decide whether to approve fees and expenses requested by Settlement Class Counsel, and the Service Award requested for the Class Representatives.

19. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have on behalf of the Class. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

20. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 17 above.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Radius or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

22. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [www.\[redacted\].com](http://www.[redacted].com).

23. How do I get more information?

Go to [www.\[redacted\].com](http://www.[redacted].com).

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Lawsuit.***

EXHIBIT D

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss

SUPERIOR COURT DEPARTMENT

DANIEL GUARINO, individually and on behalf
of all others similarly situated,

C.A. No. . 2283CV00196

Plaintiff,

v.

RADIUS FINANCIAL GROUP, INC.,

Defendant.

**[PROPOSED] ORDER GRANTING PRELIMINARILY APPROVAL OF CLASS
ACTION SETTLEMENT, FORMS OF NOTICE AND NOTICE PROGRAM, AND
IMPLEMENTATION OF THE NOTICE PROGRAM**

The Court, having considered Plaintiff's Unopposed Motion for Preliminary Approval of the Class Action Settlement (the "Motion for Preliminary Approval"), the supporting Memorandum, the Parties' Settlement Agreement,¹ dated May [REDACTED] 2023, the proposed Short Notice (also known as the "Summary Notice"), Long Notice, and Claim Form, and being otherwise fully advised in the premises, finds and orders as follows:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, attached to the Motion for Preliminary Approval as **Exhibit 1** is incorporated fully herein by reference. The definitions used in the Settlement

¹ The capitalized terms used in this [Proposed] Order Granting Preliminary Approval of Class Action Settlement, Forms of Notice and Notice Program, and Implementation of Notice Program shall have the same meaning as defined in the Settlement Agreement, except as may otherwise be indicated.

Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

2. The Court has jurisdiction over the claims at issue in this Litigation, Plaintiff Daniel Guarino, (“Plaintiff” or “Class Representative”), individually and on behalf of all others similarly situated (the “Settlement Class”), and Defendant Radius Financial Group, Inc. (“Radius” or “Defendant”) (together with Plaintiff, the “Parties”).

3. This Order is based on Massachusetts Rule of Civil Procedure 23.

4. The Court finds that the Parties’ Settlement Agreement is fair, reasonable, and adequate and is within the range of possible approval, and was entered into after extensive, arm’s-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class Members.

Procedural Posture and History of Negotiations

5. This is a putative class action brought by Plaintiff arising out of a cybersecurity incident where an unknown third-party gained access to Radius’s computer system and/or network, which potentially compromised the personally identifiable information (“PII”) of current and former customers of Radius on or about July 7, 2021 (the “Cybersecurity Incident”). Radius publicly announced the Cybersecurity Incident on or about February 3, 2022 and began notifying approximately 16,988 individuals that their information was potentially compromised.

6. On March 15, 2021, Plaintiff Daniel Guarino filed a putative class action in the Plymouth County Superior Court, Commonwealth of Massachusetts, captioned *Guarino v. Radius Financial Group, Inc.*, Civil Action No. 2283CV00196 (Plymouth Cty. Sup. Ct.) which Plaintiff Guarino later proposed to amend. Plaintiff Guarino alleges in his Amended Class Action

Complaint two causes of action: (1) Breach of Express Contract, and (2) violation of Massachusetts Consumer Protection Law, Mass. Gen. Laws, Ch. 93A

7. On June 24, 2022, Radius served its Motion to Dismiss the Class Action Complaint, pursuant to Massachusetts Rule of Civil Procedure 12(b)(6). The motion to dismiss led to the proposed amendment.

8. Thereafter, the Parties entered into settlement negotiations. The Parties negotiated in good faith and at arm's-length. After weeks of arms-length, good faith negotiations, the Parties eventually reached an agreement in principle on terms for a putative class action settlement. Thereafter, the Parties negotiated the drafted the finer details of the Settlement Agreement and its exhibits. The Settlement Agreement was finalized and executed on May [REDACTED], 2023.

Settlement Benefits

9. Plaintiff summarizes the relevant terms of the proposed Settlement as follows:

a. **Monetary Benefits**: Settlement Class Members may qualify and submit a Claim Form for the following monetary settlement benefits:

i. **Ordinary Losses**: Each Settlement Class Member is eligible to submit a claim for up to \$325 in Ordinary Losses. There are two forms of Ordinary Losses: (1) reimbursement for Out-of-Pocket Expenses; and (2) reimbursement for Lost Time:

1. ***Out-of-Pocket Expenses***: Settlement Class Members are eligible to submit claims for up to \$325 for Out-of-Pocket Expenses incurred as a result of the Data Breach. Examples of Out-of-Pocket Expenses include: (a) costs to obtain credit reports and remediate

fraudulent credit accounts; (b) telephone or cellphone fees or charges; (c) fees charges by credit cards, banks, or other financial institutions; (d) costs for postage or other forms of delivery of documents or other materials; (e) data fees or charges; (f) travel expenses; (g) costs and fees for filing or processing of documents or other materials; and (h) costs and fees for professional services, including forensic, technological, financial, accounting, and legal,

2. *Lost Time Payment*: Each Settlement Class Member is eligible to submit a claim for Lost Time that they spent responding to issues raised by the Data Breach. Settlement Class Members may claim up to four (4) hours of Lost Time at a rate of \$25 per hour, for a maximum of \$100. This \$100 is included in the \$325 Ordinary Loss cap. A Settlement Class Member who submits a Lost Time claim will be required to provide an attestation that he or he spent the claimed time responding to issues raised by the Data Breach.

ii. Stolen Funds:

Settlement Class Members who had Stolen Funds are eligible to receive compensation for up to \$2,500.00 (less reimbursement for Ordinary Losses). Stolen Funds means monetary funds that were stolen, or taken or debited without authorization, from a financial account owned by a Settlement Class Member between the Cybersecurity Incident Date and the Notice Date due to the compromise of that Settlement Class Member's

Protected Information in the Cybersecurity Incident, provided that the Settlement Class Member timely took all necessary and appropriate steps to attempt to recover or obtain a credit for such Stolen Funds, including, but not necessarily limited to, from any and all financial institutions and other Persons involved and all other sources, including potentially applicable insurance. As part of the claim, the Settlement Class Member must show that: 1) the loss is an actual, documented and unreimbursed monetary loss; (2) the loss was directly caused by the Cybersecurity Incident; (3) the loss occurred between July 7, 2021 and the Claims Deadline; (4) the loss is not already covered by one or more of the reimbursement categories for expenses; and (5) the member of the Settlement Class made reasonable efforts to avoid, or seek reimbursement for, the loss.

- b. To be eligible for these monetary settlement benefits, Settlement Class Members must submit reasonable documentation (except for claims for Lost Time) that: (i) with respect to claims for Ordinary Losses, the Out-of-Pocket Expenses claimed were incurred as a result of the Data Breach, and (ii) with respect to claims for Stolen Funds, that the loss was more likely than not caused by the Data Breach. Reasonable documentation supporting a claim for Out-of-Pocket Losses shall include, but not be limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Failure to provide supporting documentation as requested on the Claim Form shall result in denial of a claim. If the Claims Administrator receives an incomplete or unsigned claim or a Claim Form that is not

accompanied by sufficient documentation to determine whether it is Facially Valid, the Settlement Class Member has an opportunity to cure the defect before it is rejected.

- c. **Credit Monitoring and Insurance Services**: In addition to monetary benefits, Settlement Class Members shall be entitled to receive two (2) years of 1B credit monitoring services. Settlement Class Members who claim this benefit will receive a code for the credit monitoring services within 30 days of the Effective Date of the Settlement..

CLASS CERTIFICATION

10. For the purposes of settlement only, and pursuant to Massachusetts Rule of Civil Procedure 23, the Court provisionally certifies the class, defined as follows: “the Radius customers, consumers, and other individuals whose Protected Information was compromised in the Cybersecurity Incident.”

11. The Settlement Class specifically excludes: (a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant; and (d) attorneys and other legal representatives affiliated with or employed by Class Counsel. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

12. The Settlement Class consists of approximately 16,988 individuals.

13. The Court provisionally finds, pursuant to the Massachusetts Rule of Civil Procedure 23, that, for purposes of this settlement only, the: (a) the Settlement Class is so numerous

that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Class Representative's claims are typical of the Settlement Class's claims; (4) the Class Representative will fairly and adequately protect the Settlement Class's interests; and (5) questions of law or fact in this Litigation predominate over any questions affecting only individual members of the Settlement Class, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

SETTLEMENT CLASS COUNSEL AND THE CLASS REPRESENTATIVE

14. Plaintiff Daniel Guarino is hereby provisionally designated and appointed as the Class Representative. The Court provisionally finds that the Class Representative is similarly situated to absent Settlement Class Members, and are typical of the Settlement Class, and, therefore, he will be adequate Class Representative.

15. The Court finds that MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC are experienced and adequate counsel and are provisionally designated as Class Counsel.

NOTICE TO SETTLEMENT CLASS

16. The forms of the Claim Form, Summary Notice (also known as the "Short Notice"), and Long Notice, attached as **Exhibits A, B, and C**, respectively, to the Settlement Agreement, are constitutionally adequate, and are hereby approved. The Notice contains all essential elements required to satisfy state statutory requirements and Due Process. The Court further finds that the form, content, and method of providing notice to the Settlement Class, as described in the

Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

17. The Notice program set forth in the Settlement Agreement, and described below, satisfies the requirements of Rule 23 of the Massachusetts Rules of Civil Procedure, provides the best notice practicable under the circumstances, and is hereby approved.

18. The Claims Administrator and Notice Specialist (the “Claims Administrator”) is directed to carry out the Notice Program as set forth in the Settlement Agreement.

19. Within thirty (30) days of entry of the Preliminary Approval Order (the Notice Date) and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, subject to the requirements of Settlement Agreement and the Preliminary Approval Order, the Claims Administrator shall provide Notice to the Settlement Class Members in the manner set forth in the Settlement Agreement.

CLAIMS AND OBJECTIONS

20. The timing of the claims process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, make a claim, or decide whether they would like to object.

21. Settlement Class Members will have ninety (90) days after the Notice Date to complete and submit a claim to the Claims Administrator.

22. Settlement Class Members who comply with the requirements of this paragraph may object to the Settlement. A Settlement Class Member who seeks to object to the Settlement must submit timely, written notice of his or her objection. This notice shall state: (a) the objecting Settlement Class Member's full name, address, and telephone number; (b) information, documents, data and other materials establishing that the objector is a Settlement Class Member; (c) a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes applicable; (d) the identity of all counsel representing the objector, if any; (e) the identity of all counsel representing the objector who will appear at the Final Fairness Hearing, if any; (f) a statement confirming whether the objector or the objector's counsel intends to personally appear at the Final Fairness Hearing, and; (g) the objector's signature and the signature of the objector's counsel or other duly authorized representative, if any the title of the case.

23. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Plymouth County Court, Commonwealth of Massachusetts no later than sixty (60) days after the Notice Date (the "Objection Deadline"), and served concurrently therewith upon Proposed Class Counsel, at David K. Lietz, Milberg Coleman Bryson Phillips Grossman, PLLC, 5335 Wisconsin Avenue NW, Suite 440, Washington, D.C. 20015, and counsel for Radius Cameron G. Shilling, McLane Middleton, P.A., 300 TradeCenter, Suite 700, Woburn, MA 01801.

24. Any Settlement Class Member who fails to comply with the requirements for objecting pursuant to the Settlement Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or object to the Settlement Agreement, and shall be bound by all of the terms of the Settlement Agreement and by all proceedings, orders and judgments in the

Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of the Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Massachusetts Rules of Appellate Procedure and not through a collateral attack.

ADMINISTRATION OF THE SETTLEMENT

25. The Class Representative, Settlement Class Counsel, and Radius have created a process for assessing the validity of claims and a payment methodology to Settlement Class Members who submit timely, valid Claim Forms. The Court hereby preliminarily approves the Settlement benefits to the Settlement Class, and the plan for distributing Settlement benefits as described in Section 4 of the Settlement Agreement.

26. The Court appoints Atticus Administration LLC as the Claims Administrator. Radius shall pay the Costs of Claims Administration and the costs of providing notice pursuant to the Notice Program to the Settlement Class, as set out in the Settlement Agreement and subject to the provisions contained therein.

27. The Court directs the Claims Administrator to effectuate the distribution of Settlement benefits according to the terms of the Settlement Agreement should the Settlement be finally approved.

28. Settlement Class Members who qualify for Settlement benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

29. If Final Judgment is entered, all Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice shall be forever barred from receiving any Settlement benefit, and will in all other respects be subject to and bound by the provisions of the Settlement Agreement, including the Releases contained therein, and the Final Approval Order and Judgment.

30. At least ten (10) days prior to the Final Fairness Hearing, Class Counsel and Radius shall cause to be filed with the Court an appropriate affidavit or declaration regarding compliance with the provisions of the Settlement Agreement relating to notice.

31. Radius shall provide notice of the Settlement to appropriate state and federal officials pursuant to 28 U.S.C. § 1715 (“CAFA Notice”), and no party shall request that an order giving final approval of the settlement be issued prior to the expiration of the time set forth in 28 U.S.C. § 1715(d)..

FINAL FAIRNESS HEARING

32. A Final Fairness Hearing shall be held on _____, 2022 at ___ : ___ .m. at Plymouth Superior Court, Courtroom _____, located at 52 Obery St., Plymouth, MA 02360, to be noticed on the Settlement Website.

33. The Court may require or allow the Parties and any objectors to appear at the Final Fairness Hearing by telephone or videoconference.

34. At the Final Fairness Hearing, the Court will determine whether: (1) this action should be finally certified as a class action for settlement purposes pursuant to the Massachusetts Rules of Civil Procedure; (2) the Settlement should be finally approved as fair, reasonable, and adequate; (3) Settlement Class Counsel’s application for attorneys’ fees, costs, and expenses

should be approved; (4) the Class Representative's request for a service award should be approved; (5) the Parties, their respective attorneys, and the Claims Administrator should consummate the Settlement in accordance with the terms of the Settlement Agreement; (6) Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; and (7) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement.

35. Plaintiff's Motion for attorneys' fees, costs, expenses, and service awards shall be filed with the Court no later than fourteen (14) days prior to the Objection Deadline.

36. Plaintiff's Motion for Final Approval of the Class Action Settlement shall be filed with the Court no later than fourteen (14) days before the Final Fairness Hearing.

TERMINATION

37. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions in the Litigation, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In the event that the Settlement is terminated pursuant to the Settlement Agreement, (i) the Parties shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel.

38. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever, 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*.

39. This Order shall have no continuing force or effect if Final Judgment is not entered and shall not be construed or used as an admission, concession, or declaration by or against Radius of any fault, wrongdoing, breach, liability, or the certifiability of any class.

40. All proceedings and deadlines in this matter, except those necessary to implement this Order and Settlement, are hereby stayed and suspended until further order of the Court.

41. Plaintiff requests that the Court set the Final Fairness Hearing for a date approximately one hundred and fifty (150) days from the date of this Preliminary Approval Order.

SUMMARY OF DEADLINES

42. The preliminarily approved Settlement shall be administered according to its terms pending the Final Fairness Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to:

EVENT	DATE
Defendant to provide class list to Claims Administrator	7 days after entry of Preliminary Approval Order
Notice Date	30 days after the entry of the Preliminary Approval Order
Deadline for Plaintiff to File Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative	14 days prior to Objection Deadline
Objection Deadline	60 days after Notice Date
Deadline for Class Members to Submit Claim Forms	90 days after Notice Date
Deadline for Plaintiff to File Motion for Final Approval of Class Action Settlement	14 days prior to Final Fairness Hearing
Final Fairness Hearing	COURT TO FILL IN DATE NO EARLIER THAN 150 DAYS AFTER PRELIMINARY APPROVAL

ORDERED this ____ day of _____, 2023.

Justice of the Superior Court

EXHIBIT E

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss

SUPERIOR COURT DEPARTMENT

DANIEL GUARINO, individually and on behalf
of all others similarly situated,

C.A. No.2283CV00196

Plaintiff,

v.

RADIUS FINANCIAL GROUP, INC.,

Defendant.

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On _____ [DATE], this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) (Doc. ____) of the settlement (the “Settlement”) between Plaintiff Daniel Guarino (“Plaintiff” or “Class Representative”), individually and on behalf of all others similarly situated (the “Settlement Class”), and Radius Financial Group, Inc. (“Radius,” or “Defendant” and together with Plaintiff, the “Parties”), as memorialized in the Settlement Agreement, dated May [REDACTED], 2023, which is **Exhibit 1** (Doc. ____) to Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement;¹

On _____ [DATE], pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Class was notified of the terms of the proposed Settlement Agreement and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a final approval hearing;

¹The capitalized terms used in this [Proposed] Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement, except as may otherwise be indicated.

On _____[DATE], the Court held a final approval hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice. Prior to the final approving hearing, an affidavit or declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the final approval hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees and costs of mediation to Settlement Class Counsel, and the payment of service awards to the Class Representative.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Radius, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Class Counsel for attorneys' fees and costs of mediation, and the application for service awards to the Class Representative, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement Agreement was entered into in good faith following arm's length negotiations and is non-collusive.

3. The Settlement Agreement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

4. This Court grants final approval of the Settlement Agreement, including, but not limited to, the releases in the Settlement Agreement, including all Released Claims, and the plans for implementation and distribution of the settlement benefits. The Court finds that the Settlement Agreement is in all respects fair, reasonable, and in the best interest of the Settlement Class. Therefore, all Class Members are bound by this Final Approval Order and Judgment, approving the Settlement Agreement.

5. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

OBJECTIONS

6. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

7. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

CLASS CERTIFICATION

8. For purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following class (the “Settlement Class”):

The Radius customers, consumers, and other individuals whose Protected Information was compromised in the Cybersecurity Incident.

9. The Settlement Class specifically excludes: a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant; and (d) attorneys and other legal representatives affiliated with or employed by Class Counsel. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

10. The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Massachusetts Rule of Civil Procedure 23 set forth in the Preliminary Approval Order and notes again that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address

any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

11. The Court grants final approval to the appointment of Plaintiff Daniel Guarino as Class Representative. The Court concludes the Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

12. The Court grants final approval to the appointment of MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

NOTICE TO THE SETTLEMENT CLASS

13. The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing, and satisfied the requirements of Massachusetts Rule of Civil Procedure 23, the United States Constitution, and other applicable law.

AWARD OF ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

14. The Court has considered Class Counsel's Motion for attorneys, fees, costs, expense, and service awards. The Court awards Class Counsel the sum of \$ _____ as an award of attorneys' fees and reimbursable costs and expenses, and the Court finds this amount of fees and costs to be fair and reasonable. These payments shall be paid in accordance with the Settlement Agreement.

15. The Court grants Class Counsel's request for a service award to the Class Representative and awards \$_____ to Plaintiff Daniel Guarino. The Court finds that these payments are justified by Class Representative's service to the Settlement Class. These payments shall be paid in accordance with the Settlement Agreement.

OTHER PROVISIONS

16. The Parties to the Settlement Agreement shall carry out their respective obligations thereunder.

17. Within the time period set forth in the Settlement Agreement, the benefits provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting Valid Claim Forms, on approved Claims, pursuant to the terms and conditions of the Settlement Agreement.

18. As of the Effective Date, and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims and Unknown Claims against all Released Persons. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Class Representative, shall, either directly, indirectly, representatively, 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 in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim(s) is/are asserted

19. “Released Claims” shall collectively mean means all allegations, actions, cause of actions, counts, suits, lawsuits, claims, counterclaims, third-party claims, defenses, liabilities, responsibilities, agreements, contracts, promises, torts, debts, statutory violations, damages, controversies, judgments, rights, and demands, whether existing or contingent, known or unknown. This term includes, but is not limited to, the following: (a) all claims, allegations, and assertions that were or could have been made in the Complaint or Proposed Amended Complaint; (b) all claims, allegations, and assertions that were or could have been made by Plaintiff and on behalf of the Settlement Class Members arising out of or related to the Cybersecurity Incident or Cybersecurity Incident Notice; (c) all claims, allegations, and assertions arising out of or related to the Massachusetts CPA, Massachusetts Privacy Act, M.G.L. chapter 214, section 1B, Massachusetts State Constitution, GLBA, Federal Trade Commission Act (as well as any and all regulations promulgated under or pursuant to it), and any other local, state, or federal statute or constitution; (d) all claims, allegations, and assertions concerning negligence, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, misrepresentation, fraud, unjust enrichment, bailment, wantonness, failure to provide timely or sufficient notice pursuant to any state or federal breach notification law or duty; and (e) all claims, allegations, and assertions for damages, losses, injunctive relief, equitable relief, disgorgement, declaratory relief, attorney’s fee, costs, expenses, pre and post judgment interest, identity and credit monitoring and restoration services and protection, the creation of a fund for future damages or losses, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief. This term does

not include a Claim by a Settlement Class Member under this Agreement, or any right of Plaintiff or a Settlement Class Member to this Agreement.

20. “Releasees” or “Released Persons” means all of the following: (a) Radius; (b) all of Radius’ past and present, direct and indirect subsidiaries, parents, affiliates, predecessors, successors, and assigns; (c) all employees, officers, directors, owners, attorneys, insurers, re-insurers, and other agents and representatives of Radius and any and all of its past and present, direct and indirect subsidiaries, parents, affiliates, predecessors, successors, and assigns; (c) Radius Counsel; and (d) the Claim Administrator and all employees, officers, directors, owners, attorneys, insurers, re-insurers, and other agents and representatives of the Claim Administrator.

21. “Unknown Claims” means any and all of the Released Claims that Plaintiff or any Settlement Class Member does not know or suspect exist in that Person’s favor at the time of the release of the Releasees that, if known by that Person, might have affected that Person’s settlement with and release of the Releasees, or might have affected that Person’s decision not to object to and/or to participate in this Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff expressly will have, and each of the other Settlement Class Members will be deemed to have, and by operation of the Judgment will have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides as follows:

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.

Plaintiff and all Settlement Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly will have, and all of the other Settlement Class Members will be deemed to have, and by operation of the Judgment will have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members will be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of this Agreement of which this release is a part.

22. The terms of the Settlement Agreement and this Final Approval Order and Judgment shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest, or expenses that arise out of or relate to the allegations or subject matter of the Litigation and/or the Amended Class Action Complaint.

23. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Radius of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Radius or of the validity or certifiability for litigation of any

claims that have been, or could have been, asserted in the action. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; *provided, however*, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Radius, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein).

24. Any of the Released Persons may file the Settlement Agreement and/or this 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, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

25. The Settlement Agreement and Final Approval Order and Judgment shall not be construed or admissible as an admission by Radius that Plaintiff's claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

26. The Court hereby dismisses the Litigation and all claims therein (including as alleged in the Complaint or the proposed amended Complaint) on the merits and with prejudice and dismisses, without fees or costs to any Party, except as provided in this Final Approval Order and Judgment.

27. Consistent with Paragraphs 9.1 and 9.2 of the Settlement Agreement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation 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*, and the Parties shall be restored to their respective positions in the Litigation, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). Further, in such event, the Parties will jointly request that all scheduled Litigation deadlines be reasonably extended by the Court, so as to avoid prejudice to any Party or Party's counsel.

28. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

ENTERED:

DATED: _____, 202__

By: _____
Justice of the Superior Court