

**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 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.radiusfinancialsettlement.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.

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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 Claims 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 Settlement Class Members. One Court and one judge resolves the issues for all Settlement 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.radiusfinancialsettlement.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 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.

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.radiusfinancialsettlement.com.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

10. How do I get benefits from the Settlement?

Monetary Benefits: To ask for a payment, you must complete and submit a Claim Form, at www.radiusfinancialsettlement.com. Read the instructions carefully, fill out the Claim Form electronically, or mail it postmarked no later than **December 7, 2023** to:

Radius Claims Administrator
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

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 2:00 p.m. on January 10, 2024 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 www.radiusfinancialsettlement.com or postmarked by **December 7, 2023**.

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.radiusfinancialsettlement.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 Approval Hearing, if any;
- (f) a statement confirming whether the objector or the objector’s counsel intends to personally appear at the Final Approval 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 **November 7, 2023**. You must also mail copies of your objection to Settlement Class Counsel and Radius’s Counsel postmarked no later than **November 7, 2023**, 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 2:00 p.m. on January 10, 2024, in the Plymouth County Superior Courthouse, 72 Belmont Street, Brockton, MA 02301. 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.radiusfinancialsettlement.com. You may also contact the Claims Administrator by phone at 1-888-208-0032 or by email at radiusfinancialsettlement@atticusadmin.com.

23. How do I get more information?

Go to www.radiusfinancialsettlement.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.***