

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.*

### PLEASE READ THIS NOTICE CAREFULLY

**To:** All persons who were notified that their personally identifiable information may have been impacted as a result of the data incident that occurred on Guardian’s systems between November 27, 2022 and January 22, 2023, referred to herein as the “Settlement Class.”

A proposed Settlement of claims against Guardian Analytics, Inc. (“Guardian”), Actimize, Inc. (“Actimize”), and Webster Bank, N.A. (“Webster Bank”) (collectively, “Defendants”) has been reached in a class action lawsuit against Defendants. The lawsuit asserted claims against Defendants arising out of or related to a cyberattack against Guardian that occurred between November 27, 2022, and January 22, 2023.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM BY APRIL 24, 2024</b>	You must submit a valid claim form to receive credit monitoring services from the Settlement, reimbursement for unreimbursed time or expenses, or an Alternative Cash Payment.
<b>DO NOTHING</b>	You will receive no benefits from the Settlement and will no longer be able to sue the Released Persons, <sup>1</sup> including Defendants, over the claims resolved in the Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY MARCH 25, 2024</b>	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
<b>OBJECT BY MARCH 25, 2024</b>	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement.
<b>GO TO A HEARING ON APRIL 23, 2024</b>	Ask to speak in Court about the fairness of the Settlement.

No payments or other settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

**Please review this notice carefully.** You can learn more about the Settlement by visiting [www.WebsterClassActionSettlement.com](http://www.WebsterClassActionSettlement.com) or by calling 1-888-680-3314.

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<sup>1</sup> The Released Persons are Guardian, Actimize, Webster Bank, and their present and former parents, subsidiaries, divisions, departments, affiliates, employees, servants, members, providers, partners, principals, directors, shareholders, owners, predecessors, successors, assigns, and insurers, and each of the foregoing’s former or present directors, trustees, officers, employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees.

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## FURTHER INFORMATION ABOUT THIS NOTICE AND THE LAWSUIT

### 1. Why was this Notice issued?

You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement of the class action lawsuit *Holden, et al. v. Guardian Analytics, Inc., et al.*, No. 23-cv-2115, currently pending in the United States District Court for the District of New Jersey (the “Lawsuit”). The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

### 2. What is this Lawsuit about?

The Lawsuit is a proposed class action lawsuit relating to the Data Incident that impacted the personal data of certain customers of Guardian’s clients, including Webster Bank.

### 3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the “class” and each individually is a “class member.” There are ten Plaintiffs (or Representative Plaintiffs) in this case: Mark S. Holden, Richard Andisio, Edward Marshall, Ann Marie Marshall, Arthur Christiani, Johnielle Dwyer, Pawel Krzykowski, Mariola Krzynowek, James Howe, and Cindy A. Pereira.

### 4. Why is there a Settlement?

Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Lawsuit. Plaintiffs and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether Plaintiffs’ claims or Defendants’ defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and Settlement Class Members who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that Defendants did anything wrong, or that Plaintiffs and the Settlement Class would or would not win the case if it were to go to trial.

## TERMS OF THE PROPOSED SETTLEMENT

### 5. Who is in the Settlement Class?

The Settlement Class is defined as all persons who were notified that their personally identifiable information may have been impacted as a result of the data incident that occurred on Guardian’s systems between November 27, 2022 and January 22, 2023 (*i.e.*, the Data Incident, as previously defined).

Guardian’s, Actimize’s, and Webster Bank’s officers and directors are excluded from the Settlement Class, as well as (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the judges assigned to the Litigation and to evaluate the fairness, reasonableness, and adequacy of this settlement; and (iii) any other Person found by a court of

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competent jurisdiction to be guilty under criminal law of perpetrating, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

## 6. What are the Settlement Benefits?

Guardian, on behalf of all Defendants, will create a Settlement Fund of \$1,430,207.50, which will be used to pay for (i) reasonable Notice and Claims Administration Costs incurred pursuant to the Settlement Agreement as approved by the Parties and approved by the Court; (ii) any taxes owed by the Settlement Fund; (iii) any Service Awards approved by the Court; (iv) any attorneys' fees, costs, and expenses as approved by the Court; and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of the Settlement. The benefits to Settlement Class Members are explained below:

### Compensation for Unreimbursed Losses and Credit Monitoring

The Settlement provides compensation for the following unreimbursed losses:

1. **Time Spent:** Up to 4 hours of lost time at a rate of \$25.00 per hour for time spent dealing with the Data Incident, if the Settlement Class Member spent at least one-half (0.5) hours dealing with the Data Incident.
2. **Ordinary Out-of-Pocket Expenses or Losses:** Out-of-pocket expenses up to \$250.00 incurred as a result of the Data Incident, including: documented bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, and fees for credit reports, credit monitoring, or other identity theft insurance product purchased between November 27, 2022, and April 24, 2024.
3. **Extraordinary Out-of-Pocket Expenses or Losses:** Out-of-pocket expenses up to \$5,000.00 directly arising from identity theft or other fraud perpetrated on or against the Settlement Class Member as a result of the Data Incident.

Compensation for lost time requires only an attestation that any claimed lost time was spent related to the Data Incident.

Compensation for unreimbursed losses (except for lost time), shall be paid only if: (1) the loss is an actual, documented,<sup>2</sup> and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; and (3) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

4. **Credit Monitoring Services:** Settlement Class Members who do not opt for the Alternative Cash Payment are eligible to receive 24 months of Credit Monitoring Services free of charge. The Credit Monitoring Services will be provided to all valid claimants who timely enroll in these services for a period of 24 months from the date of activation, including daily three-bureau credit monitoring with Equifax, Experian, and TransUnion; identity restoration services; and \$1 million in identity theft insurance, among other features.

**Tier 1 and Tier 2 Alternative Cash Payments:** As an alternative to a claim for Unreimbursed Losses, Lost Time, and Credit Monitoring, Settlement Class Members may submit a claim to receive

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<sup>2</sup> Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

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a pro rata cash payment from the Settlement Fund (“Alternative Cash Payment”). The amount of the Alternative Cash Payment will be calculated in accordance with the Settlement Agreement, which provides for a distribution of the Settlement Fund to first cover other costs and then distribute the remaining funds amongst Settlement Class Members who elected to receive an Alternative Cash Payment. Alternative Cash Payments are split between Tier 1 Alternative Cash Payments and Tier 2 Alternative Cash Payments. Each Settlement Class Member whose Social Security number was affected in the Data Incident is eligible to select a Tier 1 Alternative Cash Payment, which is worth two times (2x) the amount as a Tier 2 Alternative Cash Payment. Each Settlement Class Members whose Social Security number was not affected in the Data Incident is eligible to select a Tier 2 Alternative Cash Payment. Settlement Class Members whose Social Security numbers were affected in the Data Incident will be sent an SSN Postcard Notice, informing them that they are eligible to select a Tier 1 Alternative Cash Payment. If you did not receive an SSN Postcard Notice, you may only select a Tier 2 Alternative Cash Payment.

## 7. What claims are Settlement Class Members giving up under the Settlement?

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and Release (“Settlement Agreement”), and any final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit [www.WebsterClassActionSettlement.com](http://www.WebsterClassActionSettlement.com).

## YOUR OPTIONS AS A SETTLEMENT CLASS MEMBER

### 8. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. However, if you want to obtain the benefits available to Settlement Class Members under the Settlement, you **must** complete and submit a Claim Form postmarked or submitted online by **April 24, 2024**. You may download or submit a Claim Form online at [www.WebsterClassActionSettlement.com](http://www.WebsterClassActionSettlement.com).

If you do not want to give up your right to sue the Released Parties related to the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 12 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and file a written objection in this case with the Court. (See Question 20 below.) If you object, you must still submit a claim if you want compensation for unreimbursed losses and credit monitoring services or an Alternative Cash Payment.

### 9. What happens if I do nothing?

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the

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judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement.

#### **10. How do I submit a claim?**

You may complete the Claim Form online at [www.WebsterClassActionSettlement.com](http://www.WebsterClassActionSettlement.com). You may also obtain a paper Claim Form by downloading it at [www.WebsterClassActionSettlement.com](http://www.WebsterClassActionSettlement.com) or by calling the Settlement Administrator at 1-888-680-3314. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at [www.WebsterClassActionSettlement.com](http://www.WebsterClassActionSettlement.com) or mail them to:

Webster Bank Data Incident Settlement Administrator  
P.O. Box 2408  
Portland, OR 97208-2408

#### **11. Who decides my Settlement claim and how do they do it?**

The Settlement Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

#### **12. How do I exclude myself from the Settlement?**

You must make a signed written request that (a) states your name, address, and phone number; (b) is signed by you or a person authorized by law to sign on your behalf; (c) unequivocally states your desire to be excluded from the Settlement and Settlement Class. You must send your request by **March 25, 2024**, to this address:

Webster Bank Data Incident Settlement Administrator  
Attn: Exclusions  
P.O. Box 2408  
Portland, OR 97208-2408

#### **13. If I exclude myself, can I receive a benefit from this Settlement?**

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in this Lawsuit.

#### **14. If I do not exclude myself, can I sue the Released Parties for the Data Incident later?**

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a benefit from this Settlement.

#### **15. How do I object to the settlement?**

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject

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the Settlement. If the Court denies approval, no Settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing, and it and any supporting papers must be filed with the Court and a copy mailed to Class Counsel, Guardian and Actimize’s Counsel, and Webster Bank’s Counsel at the addresses listed below.

<b>Class Counsel</b>	<b>Guardian and Actimize’s Counsel</b>	<b>Webster Bank’s Counsel</b>
Ben Barnow Barnow and Associates, P.C. 205 W. Randolph Street, Suite 1630 Chicago, Illinois 60606  Charles E Schaffer Levin Sedran & Berman, LLP 510 Walnut Street, Suite 500 Philadelphia, Pennsylvania 19106	Christopher A. Wiech Baker & Hostetler LLP 1170 Peachtree Street, Ste. 2400 Atlanta, Georgia 30309	Joshua L. Becker Shook, Hardy & Bacon LLP 1230 Peachtree Street, Suite 1200 Atlanta, Georgia 30309

Objections must be filed or postmarked no later than **March 25, 2024**.

To be considered by the Court, your objection must include: (a) the title of the case; (b) your name, address, and telephone number; (c) all legal and factual bases for your objection; (d) copies of any documents that you want the Court to consider; (e) whether you object to the Settlement in whole or in part; (f) the name, address, telephone number, email address, and state bar admissions of any attorneys representing you; (g) whether you (or your attorney) intends to appear at the Final Approval Hearing; and (h) your signature. Additionally, objectors must (a) a list, by case name, court, and docket number, all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

Should you wish to appear at the Final Approval Hearing, you must so state, and must identify any documents or witnesses you intend to call on your behalf.

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you shall be bound by all 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 set forth in this paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

## **COURT APPROVAL OF THE SETTLEMENT**

### **16. How, when, and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **April 23, 2024 at 11 a.m.**, at Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, Courtroom MLK 4B. At the Final Approval

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Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiffs' request for attorneys' fees, costs, and expenses, and Plaintiffs' request for service awards for Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check [www.WebsterClassActionSettlement.com](http://www.WebsterClassActionSettlement.com) to confirm the schedule if you wish to attend.

### **17. Do I have to attend the hearing?**

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted pursuant to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but you are not required to do so.

### **18. What happens if the Court approves the Settlement?**

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, it is possible the Settlement could be disapproved on appeal. We do not know how long this process may take.

### **19. What happens if the Court does not approve the Settlement?**

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members, Class Counsel, or Plaintiffs, and the case will proceed as if no Settlement had been attempted.

## **LAWYERS FOR THE SETTLEMENT CLASS**

### **20. Who represents the Settlement Class?**

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit:

Ben Barnow  
Barnow and Associates, P.C.  
205 W. Randolph Street, Suite 1630  
Chicago, Illinois 60606  
Tel: (312) 621-2000

Charles E Schaffer  
Levin Sedran & Berman, LLP  
510 Walnut Street, Suite 500  
Philadelphia, Pennsylvania 19106  
Tel: (215) 592-1500

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by Defendants out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

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## **21. How will the lawyers for the Settlement Class be paid?**

Plaintiffs will seek an order from the Court requesting that attorneys' fees not to exceed \$476,735.83 and reasonable costs and expenses be awarded to Class Counsel out of the Settlement Fund.

Plaintiffs will seek an order from the Court requesting that Service Awards in the amount of \$1,000 be awarded to Representative Plaintiffs for their time and effort expended on behalf of the Settlement Class in the Litigation.

## **FOR FURTHER INFORMATION**

## **22. What if I want further information or have questions?**

For additional information, please visit [www.WebsterClassActionSettlement.com](http://www.WebsterClassActionSettlement.com). You may also contact the Settlement Administrator by mail, email or phone:

Mail:

Webster Bank Data Incident Settlement Administrator  
P.O. Box 2408  
Portland, OR 97208-2408

Email:

[info@WebsterClassActionSettlement.com](mailto:info@WebsterClassActionSettlement.com).

Phone:

1-888-680-3314

**PLEASE DO NOT CONTACT THE COURT, GUARDIAN AND ACTIMIZE'S COUNSEL,  
OR WEBSTER BANK'S COUNSEL FOR INFORMATION REGARDING THIS  
SETTLEMENT.**

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