

EXECUTION VERSION

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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Miguel Avila, on Behalf of Himself and All
Others Similarly Situated,

Plaintiffs,

v.

LifeLock Inc., Todd Davis, Chris G.
Power, and Hilary A. Schneider,

Defendants.

CASE NO. 2:15-cv-01398-SRB

CLASS ACTION

Hon. Susan R. Bolton

**STIPULATION AND
AGREEMENT OF
SETTLEMENT**

This Stipulation and Agreement of Settlement (the “Stipulation”) is made and entered into by and between Oklahoma Police Pension and Retirement System and Oklahoma Firefighters Pension and Retirement System (collectively, “Lead Plaintiffs”), on behalf of themselves and all other members of the Settlement Class (defined below), on the one hand, and LifeLock, Inc. (“LifeLock,” or “the Company”), Todd Davis (“Davis”), Chris Power (“Power”), and Hilary Schneider (“Schneider”) (collectively,

1 “Defendants”), on the other, and embodies the terms and conditions of the settlement of
2 the above-captioned action (the “Action”).

3 **WHEREAS:**

4 A. All words or terms used herein that are capitalized shall have the meanings
5 ascribed to those words or terms herein and in ¶1 hereof entitled “Definitions.”

6 B. On July 22, 2015, the above-captioned securities class action was filed in
7 the United States District Court for the District of Arizona on behalf of investors in
8 LifeLock.

9 C. On October 9, 2015, the Court issued an Order: (i) appointing Oklahoma
10 Police Pension and Retirement System and Oklahoma Firefighters Pension and
11 Retirement Systems as Lead Plaintiff for the proposed class; and (ii) appointing Bernstein
12 Liebhard LLP and Labaton Sucharow LLP as Lead Counsel, and Bonnett, Fairbourn,
13 Friedman, & Balint, P.C. as Liaison Counsel.

14 D. On December 10, 2015, Lead Plaintiffs filed an Amended Class Action
15 Complaint, alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act
16 of 1934 (“Exchange Act”), and Rule 10b-5 promulgated thereunder, by the United States
17 Securities and Exchange Commission (“SEC”), against LifeLock, Todd Davis and Chris
18 Power, on behalf of all persons and entities who purchased LifeLock common stock
19 and/or call options, and/or sold put options during the class period.

20 E. Defendants LifeLock, Davis, and Power filed a motion to dismiss the
21 amended complaint on January 29, 2016, which Lead Plaintiffs opposed on March 21,
22 2016. On April 15, 2016, Defendants LifeLock, Davis, and Power filed a reply brief in
23 further support of their motion. On August 3, 2016, the Court issued an Order granting
24 the motion to dismiss for failure to adequately plead scienter as to statements related to
25 the Company’s alert services and PCI-DSS compliance, and for failure to adequately
26 plead falsity as to statements related to the Federal Trade Commission (“FTC”)
27 investigation of the Company. The Order allowed Lead Plaintiffs to seek leave to amend.
28

1 On October 13, 2016, the Court issued an Order granting Lead Plaintiffs' motion for
2 leave to file a second amended class action complaint.

3 F. On October 14, 2016, Lead Plaintiffs filed the operative, Second Amended
4 Class Action Complaint (the "Complaint"), alleging violations of Sections 10(b) and
5 20(a) of the Exchange Act, and Rule 10b-5 promulgated thereunder, against LifeLock,
6 Davis, Power, and Schneider.

7 G. Defendants filed a motion to dismiss the Complaint on December 16, 2016,
8 which Lead Plaintiffs opposed on February 14, 2017. On March 31, 2017, Defendants
9 filed a reply brief in further support of their motion.

10 H. On August 21, 2017, the Court issued an Order granting Defendants'
11 motion to dismiss the Complaint with prejudice for failure to adequately plead scienter as
12 to statements related to the Company's alert services and PCI-DSS compliance, and for
13 failure to adequately plead falsity as to statements related to the FTC's investigation of
14 the Company (the "MTD Order"). On August 21, 2017, the Court entered judgment in
15 favor of Defendants.

16 I. On September 19, 2017, Lead Plaintiffs filed a notice of appeal to the Ninth
17 Circuit Court of Appeals ("Ninth Circuit") appealing the MTD Order, as well as all prior
18 orders and rulings merged therein. Lead Plaintiffs appealed from the Court's dismissal of
19 those alleged misstatements related to the Company's alert services and did not appeal
20 the dismissal of any alleged misstatements related to LifeLock's PCI-DSS compliance or
21 the FTC investigation.

22 J. On August 29, 2019, the Ninth Circuit issued an Order reversing in part and
23 affirming in part the Court's MTD Order with respect to the Company's alerts services,
24 and remanding the case for further proceedings consistent with the Order. The Ninth
25 Circuit held that Lead Plaintiffs adequately pled claims relating to the Company's alerts
26 (the "Alerts Claims") under Section 10(b) as to Defendants Davis and Schneider, and
27 LifeLock as well as Alerts Claims under Section 20(a) as to Defendants Davis,
28 Schneider, and Power. The Ninth Circuit affirmed the dismissal of claims based on

1 statements prior to the issuance of LifeLock's Form 10-Q after market hours on July 31,
2 2014.

3 K. On October 23, 2019, the parties filed a Proposed Case Management Plan
4 with the Court. The Proposed Case Management Plan contemplated the parties engaging
5 in accelerated fact discovery in order to determine if they could pursue an early resolution
6 of the matter. On December 3, 2019, the Court issued a scheduling order largely
7 adopting the terms of the parties' proposed case management plan.

8 L. Accelerated discovery commenced, and the parties served their respective
9 Rule 26 initial disclosures on November 15, 2019. During the accelerated discovery
10 process the parties negotiated mutually agreeable search parameters and produced
11 documents responsive thereto. Document productions began on November 15, 2019 and
12 were completed by the parties as of February 21, 2020. In total, Lead Plaintiffs produced
13 14,671 pages of documents. Defendants produced approximately 62,385 documents. In
14 addition, the deposition of a former LifeLock employee who provided information
15 concerning the Alerts Claims was taken by the Parties.

16 M. On December 5, 2019, Defendants filed their Answer to the Complaint.

17 N. In November 2019, Lead Plaintiffs and Defendants engaged retired District
18 Court Judge Layn Phillips, Esq., a well-respected and highly experienced mediator, and
19 reserved a date in March 2020, after the scheduled end of accelerated discovery, to assist
20 them in exploring whether a negotiated resolution of the claims against Defendants was
21 possible. On March 4, 2020, the parties engaged in a full-day mediation session before
22 the Mediator. In advance of that session, the parties submitted detailed opening and reply
23 mediation statements to the Mediator, together with numerous supporting exhibits,
24 including experts' reports which addressed both liability and damages issues. The parties
25 were able to reach an agreement in principle to settle the claims against Defendants,
26 resulting in a memorandum of understanding, entered into on March 4, 2020.

27 O. Lead Plaintiffs, through Lead Counsel, conducted a thorough investigation
28 relating to the claims, defenses, and underlying events and transactions that are the

1 subject of the Action. This process included reviewing and analyzing: (i) documents
2 filed publicly by the Company with the SEC; (ii) publicly available information,
3 including press releases, news articles, and other public statements issued by or
4 concerning the Company and the Defendants; (iii) research reports issued by financial
5 analysts concerning the Company; (iv) other publicly available information and data
6 concerning the Company, including information concerning LifeLock's alerting services
7 and data protection; (v) FTC documents, press releases, and filings related to the FTCs
8 regulation and oversight of LifeLock; (vi) documents and communications obtained from
9 the FTC through the Freedom of Information Act ("FOIA"); (vii) pleadings filed in other
10 litigations concerning the events underlying the Complaint, which named certain
11 Defendants herein as defendants or nominal defendants; (viii) 62,385 documents
12 produced by Defendants in connection with accelerated discovery; and (ix) the applicable
13 law governing the claims and potential defenses. Lead Counsel also interviewed 26
14 former LifeLock employees and other persons with relevant knowledge, and consulted
15 with experts on FTC regulations, valuation, damages, and causation issues. The Parties
16 also deposed a former LifeLock employee who provided information concerning the
17 Alerts Claims.

18 P. Defendants have denied and continue to deny any wrongdoing or that they
19 have committed any act or omission giving rise to any liability or violation of law,
20 including the U.S. securities laws. Defendants have denied and continue to deny each
21 and every one of the claims alleged by plaintiffs in the Action on behalf of the proposed
22 class, including all claims in the Complaint. Defendants also have denied, and continue to
23 deny, *inter alia*, the allegations that Lead Plaintiffs or Class Members have suffered damage or
24 were otherwise harmed by the conduct alleged in the Action. Defendants have asserted, and
25 continue to assert, that, at all times, they acted in good faith and in a manner they reasonably
26 believed to be in accordance with all applicable rules, regulations, and laws. Nonetheless,
27 Defendants have determined that it is desirable and beneficial to them that the Action be settled
28 in the manner and upon the terms and conditions set forth in this Stipulation to avoid the further

1 expense, inconvenience, and burden of this Action, the distraction and diversion of personnel and
2 resources, and to obtain the conclusive and complete dismissal and/or release of this Action and
3 the Released Claims.

4 Q. The Stipulation, whether or not consummated, any proceedings relating to
5 any settlement, or any of the terms of any settlement, whether or not consummated, shall
6 in no event be construed as, or deemed to be evidence of, an admission or concession on
7 the part of the Defendants, or any of them, with respect to any fact or matter alleged in
8 the Action, or any claim of fault or liability or wrongdoing or damage whatsoever, or any
9 infirmity in any claim or defense that has been or could have been asserted. Each Defendant
10 reserves all defenses to any claims that may be filed by anyone, including any individual or
11 entity that has sought, or seeks, exclusion from the Settlement Class.

12 R. Lead Plaintiffs believe that the claims asserted in the Action have merit and
13 that the information developed to date supports the claims asserted. However, Lead
14 Plaintiffs and Lead Counsel recognize and acknowledge the expense and length of
15 continued proceedings necessary to prosecute the Action through trial and appeals. They
16 also have taken into account the uncertain outcome and the risk of any litigation,
17 especially in complex actions such as the Action, as well as the difficulties and delays
18 inherent in such litigation. Lead Counsel also are mindful of the inherent problems of
19 proof and the possible defenses to the claims alleged in the Action. Based on their
20 evaluation, Lead Plaintiffs and Lead Counsel believe that the Settlement set forth in this
21 Stipulation confers substantial monetary benefits upon the Settlement Class and is in the
22 best interests of Lead Plaintiffs and the Settlement Class.

23 **NOW THEREFORE**, without any concession by Lead Plaintiffs that the Action
24 lacks merit, and without any concession by the Defendants of any liability or wrongdoing
25 or lack of merit of their defenses, it is hereby **STIPULATED AND AGREED**, by and
26 among the parties to this Stipulation (the "Parties"), through their respective attorneys,
27 subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil
28 Procedure, that, in consideration of the benefits flowing to the Parties hereto, all Released

1 Claims and all Released Defendants' Claims, as against all Released Parties, shall be
2 fully, finally, and forever compromised, settled, released, discharged, and dismissed with
3 prejudice, and without costs, upon and subject to the following terms and conditions:

4 **DEFINITIONS**

5 1. As used in this Stipulation, the following terms shall have the meanings set
6 forth below. In the event of any inconsistency between any definition set forth below and
7 any definition in any other document related to the Settlement, the definition set forth
8 below shall control.

9 (a) "Action" means the civil action captioned *Miguel Avila, et al. v.*
10 *LifeLock, Inc., et al.*, Case No. 2:15-cv-01398-SRB, pending in the United States District
11 Court for the District of Arizona before the Honorable Susan R. Bolton.

12 (b) "Alternative Judgment" means a form of final judgment that may be
13 entered by the Court but in a form other than the form of Judgment provided for in this
14 Stipulation and where none of the Parties hereto elects to terminate this Settlement by
15 reason of such variance.

16 (c) "Authorized Claimant" means a Settlement Class Member who
17 submits a valid Proof of Claim and Release form to the Claims Administrator that is
18 accepted for payment.

19 (d) "Claims Administrator" means the firm to be retained by Lead
20 Counsel, subject to Court approval, to provide all notices approved by the Court to
21 Settlement Class Members, to process proofs of claim, and to administer the Settlement.

22 (e) "Class Period" means the period from July 31, 2014 through July 21
23 2015, inclusive.

24 (f) "Lead Counsel" means Labaton Sucharow LLP and Bernstein
25 Liebhard LLP.

26 (g) "Defendants" means LifeLock, Inc., Todd Davis, Chris Power, and
27 Hilary Schneider.

1 (h) “Defendants’ Counsel” means the law firms of Wilson Sonsini
2 Goodrich & Rosati and Sacks Ricketts & Case.

3 (i) “Effective Date” means the date upon which the Settlement shall
4 have become effective, as set forth in ¶39 below.

5 (j) “Escrow Account” means the separate escrow account maintained at
6 Citibank, N.A., wherein the Settlement Amount shall be deposited and held for the benefit
7 of the Settlement Class pursuant to this Stipulation and subject to the jurisdiction of the
8 Court.

9 (k) “Escrow Agent” means Lead Counsel.

10 (l) “Fee and Expense Application” means Lead Counsel’s application,
11 on behalf of all Plaintiffs’ Counsel, for an award of attorneys’ fees and payment of
12 litigation expenses incurred in prosecuting the case, including any expenses of Lead
13 Plaintiffs pursuant to 15 U.S.C. § 78u-4(a)(4) of the Private Securities Litigation Reform
14 Act of 1995 (“PSLRA”).

15 (m) “Final,” with respect to a court order, means the later of: (i) if there is
16 an appeal from a court order, the date of final affirmance on appeal and the expiration of
17 the time for any further judicial review whether by appeal, reconsideration or a petition
18 for a *writ of certiorari* and, if *certiorari* is granted, the date of final affirmance of the
19 order following review pursuant to the grant; or (ii) the date of final dismissal of any
20 appeal from the order or the final dismissal of any proceeding on *certiorari* to review the
21 order; or (iii) the expiration of the time for the filing or noticing of any appeal or petition
22 for *certiorari* from the order (or, if the date for taking an appeal or seeking review of the
23 order shall be extended beyond this time by order of the issuing court, by operation of law
24 or otherwise, or if such extension is requested, the date of expiration of any extension if
25 any appeal or review is not sought), without any such filing or noticing being made.
26 However, any appeal or proceeding seeking subsequent judicial review pertaining solely
27 to the Plan of Allocation of the Net Settlement Fund, or to the Court’s award of attorneys’
28 fees or expenses, shall not in any way delay or affect the time set forth above for the

1 Judgment or Alternative Judgment to become Final or otherwise preclude the Judgment or
2 Alternative Judgment from becoming Final.

3 (n) "Individual Defendants" mean Todd Davis, Chris Power, and Hilary
4 Schneider.

5 (o) "Judgment" means the proposed judgment to be entered by the Court
6 approving the Settlement, substantially in the form attached hereto as Exhibit B.

7 (p) "Lead Plaintiffs" mean Oklahoma Police Pension and Retirement
8 System and Oklahoma Firefighters Pension and Retirement System.

9 (q) "Liaison Counsel" means Bonnett, Fairbourn, Friedman & Balint,
10 P.C.

11 (r) "Mediator" means Honorable Layn R. Phillips, Ret.

12 (s) "Net Settlement Fund" means the Settlement Fund less: (i) Court-
13 awarded attorneys' fees and expenses; (ii) Notice and Administration Expenses; (iii)
14 Taxes; and (iv) any other fees or expenses approved by the Court.

15 (t) "Notice" means the Notice of Pendency of Class Action, Proposed
16 Settlement, and Motion for Attorneys' Fees and Expenses to be sent to Settlement Class
17 Members, which, subject to approval of the Court, shall be substantially in the form
18 attached hereto as Exhibit 1 to Exhibit A hereto.

19 (u) "Notice and Administration Expenses" means all costs, fees, and
20 expenses incurred in connection with providing notice to the Settlement Class and the
21 administration of the Settlement, including but not limited to: (i) providing notice of the
22 proposed Settlement by mail, publication, and other means to Settlement Class Members;
23 (ii) receiving and reviewing claims; (iii) applying the Plan of Allocation; (iv)
24 communicating with Persons regarding the proposed Settlement and claims administration
25 process; (v) distributing the proceeds of the Settlement; and (vi) fees related to the Escrow
26 Account and investment of the Settlement Fund.

27 (v) "Person(s)" means any individual, corporation (including all
28 divisions and subsidiaries), general or limited partnership, association, joint stock

1 company, joint venture, limited liability company, professional corporation, estate, legal
2 representative, trust, unincorporated association, government or any political subdivision
3 or agency thereof, and any other business or legal entity.

4 (w) "Plaintiffs' Counsel" means Lead Counsel and Liaison Counsel.

5 (x) "Plan of Allocation" means the proposed Plan of Allocation of Net
6 Settlement Fund, which, subject to the approval of the Court, shall be substantially in the
7 form described in the Notice.

8 (y) "Preliminary Approval Order" means the proposed Order Granting
9 Preliminary Approval of Class Action Settlement, Approving Form and Manner of
10 Notice, and Setting Date for Hearing on Final Approval of Settlement, which, subject to
11 the approval of the Court, shall be substantially in the form attached hereto as Exhibit A.

12 (z) "Proof of Claim" or "Claim Form" means the Proof of Claim and
13 Release form for submitting a claim, which, subject to approval of the Court, shall be
14 substantially in the form attached as Exhibit 2 to Exhibit A hereto.

15 (aa) "Released Claims" means any and all claims and causes of action of
16 every nature and description, including both known claims and Unknown Claims (defined
17 below), contingent or absolute, mature or not mature, liquidated or not liquidated, accrued
18 or not accrued, concealed or hidden, regardless of legal or equitable theory and whether
19 arising under federal, state, common or foreign law, that Lead Plaintiffs or any other
20 Settlement Class Member: (i) asserted in the Action; or (ii) could have asserted in the
21 Action or any forum, domestic or foreign, that arise out of, are based upon, or relate to,
22 directly or indirectly, in whole or in part, to: (a) the allegations, transactions, facts, events,
23 matters or occurrences, representations or omissions involved, set forth, alleged or
24 referred to in the Action; and (b) the purchase of LifeLock's publicly traded common
25 stock and/or call options and/or sale of LifeLock's publicly traded put options during the
26 Class Period. For the avoidance of doubt, Released Claims do not include: (i) claims
27 relating to the enforcement of the Settlement; (ii) any claims arising out of the shareholder
28 derivative action, *In re: LifeLock, Inc. Derivative Litigation*, No. CV2015-054087 (Ariz.

1 Super. Court); and (iii) any claims of Persons who submit a request for exclusion that is
2 accepted by the Court.

3 (bb) “Released Defendant Parties” means Defendants, Defendants’
4 Counsel, and each of their respective past or present direct or indirect subsidiaries,
5 parents, affiliates, principals, successors and predecessors, assigns, officers, directors,
6 shareholders, trustees, partners, agents, fiduciaries, contractors, employees, attorneys,
7 auditors, insurers; the spouses, members of the immediate families, representatives, and
8 heirs of the Individual Defendants, as well as any trust of which any Individual Defendant
9 is the settlor or which is for the benefit of any of their immediate family members; any
10 firm, trust, corporation, or entity in which any Defendant has a controlling interest; and
11 any of the legal representatives, heirs, successors in interest or assigns of Defendants.

12 (cc) “Released Defendants’ Claims” means all claims and causes of action
13 of every nature and description, including both known claims and Unknown Claims (as
14 defined below), whether arising under federal, state, common or foreign law, that
15 Defendants could have asserted against any of the Released Plaintiff Parties that arise out
16 of or relate in any way to the institution, prosecution, or settlement of the claims in the
17 Action, except for claims relating to the enforcement of the Settlement or any claims
18 against any Person who submits a request for exclusion that is accepted by the Court.

19 (dd) “Released Parties” means the Released Defendant Parties and the
20 Released Plaintiff Parties.

21 (ee) “Released Plaintiff Parties” means each and every Settlement Class
22 Member, Lead Plaintiffs, Plaintiffs’ Counsel, and each of their respective past or present
23 trustees, officers, directors, partners, employees, affiliates, contractors, auditors,
24 principals, agents, attorneys, predecessors, successors, assigns, insurers, parents,
25 subsidiaries, general or limited partners or partnerships, and limited liability companies;
26 and the spouses, members of the immediate families, representatives, and heirs of any
27 Released Plaintiff Party who is an individual, as well as any trust of which any Released
28 Plaintiff Party is the settlor or which is for the benefit of any of their immediate family

1 members. Released Plaintiff Parties does not include any Person who timely and validly
2 seeks exclusion from the Settlement Class.

3 (ff) “Settlement” means the resolution of the Action in accordance with
4 the terms and provisions of this Stipulation.

5 (gg) “Settlement Amount” means the total principal amount of twenty
6 million U.S. dollars (\$20,000,000) in cash.

7 (hh) “Settlement Class” or “Settlement Class Member” means all persons
8 and entities who or which purchased or otherwise acquired shares of LifeLock publicly
9 traded common stock and/or call options, and/or sold LifeLock publicly traded put options
10 during the period from July 31, 2014 through July 21, 2015, inclusive, and who were
11 damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) members
12 of the immediate families of the Individual Defendants; (iii) LifeLock’s subsidiaries and
13 affiliates, including LifeLock’s employee retirement and benefit plan(s); (iv) any Person
14 who is or was an officer or director of LifeLock or any of LifeLock’s subsidiaries or
15 affiliates during the Class Period; (v) any entity in which any Defendant has a controlling
16 interest; and (vi) the legal representatives, heirs, successors and assigns of any such
17 excluded Person or entity. Also excluded from the Settlement Class will be any Person
18 who or which timely and validly seeks exclusion from the Settlement Class.

19 (ii) “Settlement Fund” means the Settlement Amount and any interest
20 earned thereon.

21 (jj) “Settlement Hearing” means the hearing to be held by the Court to
22 determine whether the proposed Settlement is fair, reasonable, and adequate and should be
23 approved.

24 (kk) “Stipulation” means this Stipulation and Agreement of Settlement.

25 (ll) “Summary Notice” means the Summary Notice of Pendency of Class
26 Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses for
27 publication, which, subject to approval of the Court, shall be substantially in the form
28 attached as Exhibit 3 to Exhibit A hereto.

1 (mm) "Taxes" means all federal, state, or local taxes of any kind on any
2 income earned by the Settlement Fund and the expenses and costs incurred in connection
3 with the taxation of the Settlement Fund (including, without limitation, interest, penalties
4 and the reasonable expenses of tax attorneys and accountants).

5 (nn) "Unknown Claims" means any and all Released Claims that Lead
6 Plaintiffs or any other Settlement Class Member do not know or suspect to exist in his,
7 her, or its favor at the time of the release of the Released Defendant Parties, and any and
8 all Released Defendants' Claims that any Defendant does not know or suspect to exist in
9 his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if
10 known by him, her, or it might have affected his, her, or its decision(s) with respect to the
11 Settlement, including the decision to object to the terms of the Settlement or to exclude
12 himself, herself, or itself from the Settlement Class. With respect to any and all Released
13 Claims and Released Defendants' Claims, the Parties stipulate and agree that, upon the
14 Effective Date, Lead Plaintiffs and Defendants shall expressly, and each other Settlement
15 Class Member shall be deemed to have, and by operation of the Judgment or Alternative
16 Judgment shall have, to the fullest extent permitted by law, expressly waived and
17 relinquished any and all provisions, rights and benefits conferred by any law of any state
18 or territory of the United States or foreign law, or principle of common law, which is
19 similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

20 **A general release does not extend to claims that the creditor or releasing**
21 **party does not know or suspect to exist in his or her favor at the time of**
22 **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.

23 Lead Plaintiffs, other Settlement Class Members, or Defendants may hereafter discover
24 facts, legal theories, or authorities in addition to or different from those which any of them
25 now knows or believes to be true with respect to the subject matter of the Released Claims
26 and the Released Defendants' Claims, but Lead Plaintiffs and Defendants shall expressly,
27 fully, finally, and forever settle and release, and each Settlement Class Member shall be
28 deemed to have settled and released, and upon the Effective Date and by operation of the

Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiffs and Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

SCOPE AND EFFECT OF SETTLEMENT

2. The obligations incurred pursuant to this Stipulation are: (i) subject to approval by the Court and the Judgment, or Alternative Judgment, reflecting such approval becoming Final; and (ii) in full and final disposition of the Action with respect to the Released Parties and any and all Released Claims and Released Defendants' Claims.

3. For purposes of this Settlement only, the Parties agree to: (i) certification of the Action as a class action, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), on behalf of the Settlement Class as defined in ¶1(hh); (ii) the appointment of Lead Plaintiffs as Class Representatives for the Settlement Class; and (iii) the appointment of Lead Counsel as Class Counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure 23(g).

4. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Lead Plaintiffs and each and every other Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims against any and all of the Released Defendant Parties.

1 5. By operation of the Judgment or Alternative Judgment, as of the Effective
2 Date, Defendants, on behalf of themselves and each of their respective heirs, executors,
3 trustees, administrators, predecessors, successors, and assigns, in their capacities as such,
4 shall be deemed to have fully, finally, and forever waived, released, discharged, and
5 dismissed each and every one of the Released Defendants' Claims against each and every
6 one of the Released Plaintiff Parties and shall forever be barred and enjoined from
7 commencing, instituting, prosecuting, or maintaining any and all of the Released
8 Defendants' Claims against any and all of the Released Plaintiff Parties.

9 **THE SETTLEMENT CONSIDERATION**

10 6. In full settlement of the claims asserted in the Action against Defendants and
11 in consideration of the releases specified in ¶¶4-5, above, all of which the Parties agree are
12 good and valuable consideration, LifeLock (on behalf of all Defendants) shall pay, or
13 cause to be paid, the Settlement Amount into the Escrow Account on or before April 4,
14 2020 following (i) execution of the Stipulation and (ii) Labaton Sucharow providing to
15 Defendants' Counsel the information necessary to effectuate a transfer of funds to the
16 Escrow Account, including but not limited to, wire transfer instructions, payment address,
17 and a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax
18 identification number on or before March 31, 2020. The Individual Defendants have no
19 responsibility with respect to the obligations set forth in this paragraph. Once the
20 Settlement Amount is deposited by LifeLock, LifeLock shall have no right to the return of
21 such funds except as provided in the termination provisions in ¶¶40-44 below.

22 7. With the sole exception of LifeLock's obligation to secure payment of the
23 Settlement Amount into the Escrow Account as provided for in ¶6, Defendants' obligation
24 pursuant to ¶21, and LifeLock's obligation pursuant to ¶37, Defendants and Defendants'
25 Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to:
26 (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or
27 any of their respective designees or agents, in connection with the administration of the
28 Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement

1 Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or
2 payment of any claims asserted against the Settlement Fund; (v) any loss suffered by, or
3 fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any
4 Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement
5 Fund, distributions or other payments from the Escrow Account, or the filing of any
6 federal, state, or local returns.

7 8. Other than the obligation of LifeLock to cause the payment of the Settlement
8 Amount pursuant to ¶6, Defendants shall have no obligation to make any other payments
9 into the Escrow Account or to any Settlement Class Member pursuant to this Stipulation.

10 **USE AND TAX TREATMENT OF SETTLEMENT FUND**

11 9. The Settlement Fund shall be used: (i) to pay any Taxes; (ii) to pay Notice
12 and Administration Expenses; (iii) to pay any attorneys' fees and expenses awarded by the
13 Court; (iv) to pay any other fees and expenses awarded by the Court; and (v) to pay the
14 claims of Authorized Claimants.

15 10. The Net Settlement Fund shall be distributed to Authorized Claimants as
16 provided in ¶¶22-35 hereof. The Net Settlement Fund shall remain in the Escrow Account
17 prior to the Effective Date. All funds held in the Escrow Account, and all earnings
18 thereon, shall be deemed to be in the custody of the Court and shall remain subject to the
19 jurisdiction of the Court until such time as the funds shall have been disbursed or returned,
20 pursuant to the terms of this Stipulation, and/or further order of the Court. The Escrow
21 Agent shall invest funds in the Escrow Account in instruments backed by the full faith and
22 credit of the United States Government (or a mutual fund invested solely in such
23 instruments), or deposit some or all of the funds in non-interest-bearing transaction
24 account(s) that are fully insured by the Federal Deposit Insurance Corporation ("FDIC") in
25 amounts that are up to the limit of FDIC insurance. Defendants and Defendants' Counsel
26 shall have no responsibility for, interest in, or liability whatsoever with respect to
27 investment decisions executed by the Escrow Agent. All risks related to the investment of
28 the Settlement Fund shall be borne solely by the Settlement Fund.

1 11. After the Settlement Amount has been paid into the Escrow Account, the
2 Parties agree to treat the Settlement Fund as a “qualified settlement fund” within the
3 meaning of Treas. Reg. § 1.468B-1. All provisions of this Stipulation shall be interpreted
4 in a manner that is consistent with the Settlement Amount being a “qualified settlement
5 fund” within the meaning of Treasury Regulation § 1.468B-1. In addition, the Escrow
6 Agent shall timely make, or cause to be made, such elections as necessary or advisable to
7 carry out the provisions of this paragraph 11, including the “relation-back election” (as
8 defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall
9 be made in compliance with the procedures and requirements contained in such
10 regulations. It shall be the responsibility of the Escrow Agent to timely and properly
11 prepare and deliver, or cause to be prepared and delivered, the necessary documentation
12 for signature by all necessary parties, and thereafter take all such actions as may be
13 necessary or appropriate to cause the appropriate filing(s) to timely occur. Consistent with
14 the foregoing:

15 (a) For the purposes of Section 468B of the Internal Revenue Code of
16 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator”
17 shall be the Escrow Agent or its successors, who shall timely and properly file, or cause to
18 be filed, all federal, state, or local tax returns and information returns (together, “Tax
19 Returns”) necessary or advisable with respect to the earnings on the funds deposited in the
20 Escrow Account (including without limitation the returns described in Treas. Reg.
21 § 1.468B-2(k)). Such Tax Returns (as well as the election described above) shall be
22 consistent with this subparagraph and in all events shall reflect that all Taxes (including
23 any estimated taxes, earnings, or penalties) on the income earned on the funds deposited
24 in the Escrow Account shall be paid out of such funds as provided in subparagraph (c) of
25 this paragraph 11.

26 (b) All Taxes shall be paid out of the Settlement Fund. In all events,
27 Defendants and Defendants’ Counsel shall have no liability or responsibility whatsoever
28 for the Taxes or the filing of any Tax Return or other document with the Internal Revenue

1 Service or any other state or local taxing authority. Defendants shall have no liability or
2 responsibility for the Taxes of the Escrow Account with respect to the Settlement Amount
3 nor the filing of any Tax Returns or other documents with the Internal Revenue Service or
4 any other taxing authority. In the event any Taxes are owed by any of the Defendants on
5 any earnings on the funds on deposit in the Escrow Account, such amounts shall also be
6 paid out of the Settlement Fund.

7 (c) Taxes with respect to the Settlement Amount and the Escrow
8 Account shall be treated as, and considered to be, a cost of administration of the
9 Settlement and shall be timely paid, or caused to be paid, by the Escrow Agent out of the
10 Settlement Fund without prior order from the Court or approval by Defendants. The
11 Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to
12 withhold from distribution to Authorized Claimants any funds necessary to pay such
13 amounts (as well as any amounts that may be required to be withheld under Treas. Reg.
14 § 1.468B-2(1)(2)). The Parties agree to cooperate with each other, and their tax attorneys
15 and accountants to the extent reasonably necessary, to carry out the provisions of this
16 paragraph 11.

17 12. This is not a claims-made settlement. As of the Effective Date, Defendants,
18 and/or any other Person funding the Settlement on a Defendant's behalf, shall not have any
19 right to the return of the Settlement Fund or any portion thereof for any reason.

20 **ATTORNEYS' FEES AND EXPENSES**

21 13. Lead Counsel, on behalf of all Plaintiffs' Counsel, will apply to the Court for
22 an award from the Settlement Fund of attorneys' fees and payment of litigation expenses
23 incurred in prosecuting the Action, including reimbursement to Lead Plaintiffs pursuant to
24 the PSLRA, plus earnings on such amounts at the same rate and for the same periods as
25 earned by the Settlement Fund. Defendants shall take no position with respect to any Fee
26 and Expense Application.

27 14. The amount of attorneys' fees and expenses awarded by the Court is within
28 the sole discretion of the Court. Any attorneys' fees and expenses awarded by the Court

1 shall be paid from the Settlement Fund to Lead Counsel immediately after entry of the
2 Order awarding such attorneys' fees and expenses and entry of the Judgment or
3 Alternative Judgment, notwithstanding the existence of any timely filed objections thereto
4 or to the Settlement, or potential for appeal therefrom, or collateral attack on the Fee and
5 Expense Application, the Settlement, or any part thereof. Lead Counsel shall allocate any
6 Court-awarded attorneys' fees and expenses among Plaintiffs' Counsel.

7 15. Any payment of attorneys' fees and expenses pursuant to ¶¶13-14 above
8 shall be subject to Lead Counsel's obligation to make refunds or repayments to the
9 Settlement Fund of any paid amounts, plus accrued earnings at the same net rate as is
10 earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this
11 Stipulation or fails to become effective for any reason, or if, as a result of any appeal or
12 further proceedings on remand or successful collateral attack, the award of attorneys' fees
13 and/or expenses is reduced or reversed by Final non-appealable court order. Lead Counsel
14 shall make the appropriate refund or repayment in full no later than fifteen (15) business
15 days after receiving notice of the termination of the Settlement pursuant to this Stipulation,
16 notice from a court of appropriate jurisdiction of the disapproval of the Settlement by Final
17 non-appealable court order, or notice of any reduction or reversal of the award of
18 attorneys' fees and/or expenses by Final non-appealable court order.

19 16. With the sole exception of LifeLock's obligation to pay the Settlement
20 Amount into the Escrow Account as provided for in ¶6, Defendants shall have no
21 responsibility for, and no liability whatsoever with respect to, any payment whatsoever to
22 Plaintiffs' Counsel in the Action that may occur at any time.

23 17. Defendants shall have no responsibility for, and no liability whatsoever with
24 respect to, any allocation of any attorneys' fees or expenses among Plaintiffs' Counsel in
25 the Action, or to any other Person who may assert some claim thereto, or any fee or
26 expense awards the Court may make in the Action.

27 18. Defendants shall have no responsibility for, and no liability whatsoever with
28 respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of Settlement

1 Class Members, whether or not paid from the Escrow Account. The Settlement Fund will
2 be the sole source of payment from Defendants for any award of attorneys' fees and
3 expenses ordered by the Court.

4 19. The procedure for and the allowance or disallowance by the Court of any Fee
5 and Expense Application are not part of the Settlement set forth in this Stipulation, and are
6 separate from the Court's consideration of the fairness, reasonableness, and adequacy of
7 the Settlement set forth in the Stipulation, and any order or proceeding relating to any Fee
8 and Expense Application, including an award of attorneys' fees or expenses in an amount
9 less than the amount requested by Lead Counsel, or any appeal from any order relating
10 thereto or reversal or modification thereof, shall not operate to terminate or cancel the
11 Stipulation, or affect or delay the finality of the Judgment or Alternative Judgment
12 approving the Stipulation and the Settlement set forth herein. Lead Plaintiffs and Lead
13 Counsel may not cancel or terminate the Stipulation or the Settlement in accordance with
14 ¶40 or otherwise based on the Court's or any appellate court's ruling with respect to fees
15 and expenses in the Action.

16 **NOTICE AND ADMINISTRATION EXPENSES**

17 20. Except as otherwise provided herein, the Net Settlement Fund shall be held
18 in the Escrow Account until the Effective Date.

19 21. Prior to the Effective Date, without further approval from Defendants or
20 further order of the Court, Lead Counsel may expend up to \$450,000 from the Settlement
21 Fund to pay Notice and Administration Expenses actually incurred. Additional sums for
22 this purpose prior to the Effective Date may be paid from the Settlement Fund upon
23 agreement of the Parties or order of the Court. Taxes and fees related to the Escrow
24 Account and investment of the Settlement Fund may be paid as incurred, without further
25 approval of Defendants or further order of the Court. After the Effective Date, without
26 approval of Defendants or further order of the Court, Notice and Administration Expenses
27 may be paid as incurred. Defendants shall be responsible for providing any required notice
28 under the Class Action Fairness Act of 2005, if any, at their own expense.

1 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

2 22. Except as otherwise provided herein, the Settlement Fund shall be held in
3 the Escrow Account until the Effective Date.

4 23. The Claims Administrator, subject to such supervision and direction of Lead
5 Counsel and/or the Court as may be necessary or as circumstances may require, shall
6 administer the Settlement in accordance with the terms of this Stipulation, the Court-
7 approved Plan of Allocation, and subject to the jurisdiction of the Court. Defendants and
8 Defendants' Counsel shall have no responsibility for (except as stated in ¶¶6 and 37
9 hereof), interest in, or liability whatsoever with respect to the administration of the
10 Settlement or the actions or decisions of the Claims Administrator, and shall have no
11 liability to the Settlement Class in connection with such administration.

12 24. The Claims Administrator shall determine each Authorized Claimant's *pro*
13 *rata* share of the Net Settlement Fund based upon each Authorized Claimant's recognized
14 loss, as defined in the Plan of Allocation included in the Notice, or in such other plan of
15 allocation as the Court may approve.

16 25. Defendants have no role in the development of, and will take no position
17 with respect to, the Plan of Allocation. Any decision by the Court concerning the Plan of
18 Allocation shall not affect the validity or finality of the proposed Settlement. The Plan of
19 Allocation is not a necessary term of this Stipulation and it is not a condition of this
20 Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiffs
21 and Lead Counsel may not cancel or terminate the Stipulation or the Settlement in
22 accordance with ¶40 or otherwise based on the Court's or any appellate court's ruling with
23 respect to the Plan of Allocation or any plan of allocation in the Action. Defendants and
24 Defendants' Counsel shall have no responsibility or liability for reviewing or challenging
25 claims, the allocation of the Net Settlement Fund, or the distribution of the Net Settlement
26 Fund.

27 26. Upon the Effective Date and thereafter, and in accordance with the terms of
28 the Stipulation, the Plan of Allocation, or such further approval and further order(s) of the

1 Court as may be necessary or as circumstances may require, the Net Settlement Fund shall
2 be distributed to Authorized Claimants.

3 27. If there is any balance remaining in the Net Settlement Fund (whether by
4 reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from the
5 date of initial distribution of the Net Settlement Fund, the Claims Administrator shall, if
6 feasible and economical after payment of Notice and Administration Expenses, Taxes, and
7 attorneys' fees and expenses, if any, redistribute such balance among Authorized
8 Claimants who have cashed their checks in an equitable and economic fashion. Once it is
9 no longer feasible or economical to make further distributions, any balance that still
10 remains in the Net Settlement Fund after re-distribution(s) and after payment of
11 outstanding Notice and Administration Expenses, Taxes, and attorneys' fees and expenses,
12 if any, shall be contributed to a non-sectarian, not-for-profit charitable organization serving
13 the public interest designated by Lead Plaintiffs and approved by the Court.

14 **ADMINISTRATION OF THE SETTLEMENT**

15 28. Any Settlement Class Member who fails to timely submit a valid Proof of
16 Claim (substantially in the form of Exhibit 2 to Exhibit A) will not be entitled to receive
17 any of the proceeds from the Net Settlement Fund, except as otherwise ordered by the
18 Court or allowed by Lead Counsel in their discretion, but will otherwise be bound by all of
19 the terms of this Stipulation and the Settlement, including the terms of the Judgment or
20 Alternative Judgment to be entered in the Action and all releases provided for herein, and
21 will be barred from bringing any action against the Released Defendant Parties concerning
22 the Released Claims.

23 29. Lead Counsel shall be responsible for supervising the administration of the
24 Settlement and disbursement of the Net Settlement Fund by the Claims Administrator.
25 Lead Counsel shall have the right, but not the obligation, to advise the Claims
26 Administrator to waive what Lead Counsel deems to be *de minimis* or formal or technical
27 defects in any Proof of Claim submitted. Defendants and Defendants' Counsel shall have
28 no liability, obligation or responsibility for the administration of the Settlement, the

1 allocation of the Net Settlement Fund, or the reviewing or challenging claims. Lead
2 Counsel shall be solely responsible for designating the Claims Administrator, subject to
3 approval by the Court.

4 30. For purposes of determining the extent, if any, to which a claimant shall be
5 entitled to be treated as an Authorized Claimant, the following conditions shall apply:

6 (a) Each claimant shall be required to submit a Claim Form, substantially
7 in the form attached hereto as Exhibit 2 to Exhibit A, supported by such documents as are
8 designated therein, including proof of the claimant's loss, or such other documents or
9 proof as the Claims Administrator or Lead Counsel, in their discretion, may deem
10 acceptable;

11 (b) All Claim Forms must be submitted by the date set by the Court in
12 the Preliminary Approval Order and specified in the Notice, unless such deadline is
13 extended by Lead Counsel in their discretion or by Order of the Court. Any Settlement
14 Class Member who fails to submit a Claim Form by such date shall be barred from
15 receiving any distribution from the Net Settlement Fund or payment pursuant to this
16 Stipulation (unless, by Order of the Court or the discretion of Lead Counsel, late-filed
17 Claim Forms are accepted), but shall in all other respects be bound by all of the terms of
18 this Stipulation and the Settlement, including the terms of the Judgment or Alternative
19 Judgment and all releases provided for herein, and will be permanently barred and
20 enjoined from bringing any action, claim or other proceeding of any kind against any
21 Released Defendant Party. A Claim Form shall be deemed to be submitted when mailed,
22 if received with a postmark on the envelope and if mailed by first-class or overnight U.S.
23 Mail and addressed in accordance with the instructions thereon. In all other cases, the
24 Claim Form shall be deemed to have been submitted when actually received by the
25 Claims Administrator;

26 (c) Each Claim Form shall be submitted to and reviewed by the Claims
27 Administrator, under the supervision of Lead Counsel, which shall determine in
28 accordance with this Stipulation the extent, if any, to which each claim shall be allowed;

1 (d) Claim Forms that do not meet the submission requirements may be
2 rejected. Prior to rejecting a Claim Form in whole or in part, the Claims Administrator
3 shall communicate with the claimant in writing to give the claimant the chance to remedy
4 any curable deficiencies in the Claim Form submitted. The Claims Administrator, under
5 supervision of Lead Counsel, shall notify, in a timely fashion and in writing, all claimants
6 whose claims the Claims Administrator proposes to reject in whole or in part for curable
7 deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the
8 claimant whose claim is to be rejected has the right to a review by the Court if the
9 claimant so desires and complies with the requirements of subparagraph (e) below; and

10 (e) If any claimant whose timely claim has been rejected in whole or in
11 part for curable deficiency desires to contest such rejection, the claimant must, within
12 twenty (20) calendar days after the date of mailing of the notice required in subparagraph
13 (d) above, or a lesser period of time if the claim was untimely, serve upon the Claims
14 Administrator a notice and statement of reasons indicating the claimant's grounds for
15 contesting the rejection along with any supporting documentation, and requesting a review
16 thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead
17 Counsel shall thereafter present the request for review to the Court.

18 31. Each claimant who submits a Claim Form shall be deemed to have submitted
19 to the jurisdiction of the Court with respect to the claimant's claim, including but not
20 limited to, all releases provided for herein and in the Judgment or Alternative Judgment,
21 and the claim will be subject to investigation and discovery under the Federal Rules of
22 Civil Procedure, provided that such investigation and discovery shall be limited to the
23 claimant's status as a Settlement Class Member and the validity and amount of the
24 claimant's claim. In connection with processing the Claim Forms, no discovery shall be
25 allowed on the merits of the Action or the Settlement.

26 32. Payment pursuant to the Stipulation and Court-approved Plan of Allocation
27 shall be deemed final and conclusive against any and all claimants. All Settlement Class
28 Members whose claims are not approved shall be barred from participating in distributions

1 from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this
2 Stipulation and the Settlement, including the terms of the Judgment or Alternative
3 Judgment to be entered in the Action and the releases provided for herein and therein, and
4 will be barred from bringing any action against the Released Defendant Parties concerning
5 the Released Claims.

6 33. All proceedings with respect to the administration, processing and
7 determination of claims described by this Stipulation and the determination of all
8 controversies relating thereto, including disputed questions of law and fact with respect to
9 the validity of claims, shall be subject to the jurisdiction of the Court, but shall not in any
10 event delay or affect the finality of the Judgment or Alternative Judgment.

11 34. No Person shall have any claim of any kind against the Released Defendant
12 Parties or Defendants' Counsel with respect to the matters set forth in this section (*i.e.*,
13 ¶¶28-34) or any of its subsections, or otherwise related in any way to the administration of
14 the Settlement, including without limitation the processing of claims and distributions.

15 35. No Person shall have any claim against Lead Plaintiffs, Lead Counsel, or the
16 Claims Administrator, or other agent designated by Lead Counsel, based on the
17 distributions made substantially in accordance with this Stipulation and the Settlement
18 contained herein, the Plan of Allocation, or further order(s) of the Court.

19 **TERMS OF THE PRELIMINARY APPROVAL ORDER**

20 36. Concurrently with their application for preliminary approval by the Court of
21 the Settlement contemplated by this Stipulation and promptly upon execution of this
22 Stipulation, Lead Counsel shall apply to the Court for entry of the Preliminary Approval
23 Order, which shall be substantially in the form annexed hereto as Exhibit A. The
24 Preliminary Approval Order will, *inter alia*, preliminarily approve the Settlement, set the
25 date for the Settlement Hearing, approve the form of notice, and prescribe the method for
26 giving notice of the Settlement to the Settlement Class.

27 37. LifeLock shall provide, or cause to be provided, to Lead Counsel or the
28 Claims Administrator, at no cost to Lead Plaintiffs or the Settlement Class, promptly after

1 entry of the Preliminary Approval Order, transfer records in electronic searchable form,
2 such as Excel, containing the names and addresses of Persons who purchased or acquired
3 LifeLock publicly traded common stock during the Class Period.

4 **TERMS OF THE JUDGMENT**

5 38. If the Settlement contemplated by this Stipulation is approved by the Court,
6 Lead Counsel and Defendants' Counsel shall jointly request that the Court enter a
7 Judgment substantially in the form annexed hereto as Exhibit B.

8 **EFFECTIVE DATE OF SETTLEMENT**

9 39. The Effective Date of this Settlement shall be the first business day on which
10 all of the following shall have occurred or been waived:

11 (a) entry of the Preliminary Approval Order, which shall be in all
12 material respects substantially in the form set forth in Exhibit A annexed hereto;

13 (b) payment of the Settlement Amount into the Escrow Account;

14 (c) approval by the Court of the Settlement, following notice to the
15 Settlement Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal
16 Rules of Civil Procedure; and

17 (d) a Judgment, which shall be in all material respects substantially in the
18 form set forth in Exhibit B annexed hereto, has been entered by the Court and has become
19 Final; or in the event that an Alternative Judgment has been entered, the Alternative
20 Judgment has become Final.

21 **WAIVER OR TERMINATION**

22 40. Defendants and Lead Plaintiffs shall have the right to terminate the
23 Settlement and this Stipulation by providing written notice of their election to do so
24 ("Termination Notice"), through counsel, to all other Parties hereto within fourteen (14)
25 calendar days of: (i) the Court's Final refusal to enter the Preliminary Approval Order in
26 any material respect; (ii) the Court's Final refusal to approve this Stipulation or any
27 material part of it; (iii) the Court's Final refusal to enter (a) the Judgment in any material
28 respect or (b) an Alternative Judgment; or (iv) the date upon which the Judgment or

1 Alternative Judgment is modified or reversed in any material respect by a Final order of
2 the Court, the United States Court of Appeals, or the Supreme Court of the United States.
3 For the avoidance of doubt, Lead Plaintiffs shall not have the right to terminate the
4 Settlement due to any decision, ruling, or order respecting the Fee and Expense
5 Application or any plan of allocation. For the further avoidance of doubt, Defendants shall
6 deem any decision, ruling, or order that purports to limit the scope of the Released Claims
7 or the Released Defendant Parties to constitute a material change for purposes of the
8 foregoing.

9 41. In addition to the foregoing, LifeLock shall also have the right to terminate
10 the Settlement in the event the Opt-Out Threshold (defined below) has been reached.

11 (a) Simultaneously herewith, Defendants' Counsel and Lead Counsel are
12 executing a Confidential Supplemental Agreement Regarding Requests for Exclusion
13 ("Supplemental Agreement"). The Supplemental Agreement sets forth certain conditions
14 under which LifeLock shall have the sole option to terminate the Settlement and render
15 this Stipulation null and void in the event that requests for exclusion from the Settlement
16 Class exceed certain agreed-upon criteria (the "Opt-Out Threshold"). The Parties agree to
17 maintain the confidentiality of the Supplemental Agreement, which shall not be filed with
18 the Court unless a dispute arises as to its terms, or as otherwise ordered by the Court, nor
19 shall the Supplemental Agreement otherwise be disclosed unless ordered by the Court. If
20 submission of the Supplemental Agreement is required for resolution of a dispute or is
21 otherwise ordered by the Court, the Parties will undertake to have the Opt-Out Threshold
22 submitted to the Court *in camera* or under seal. In the event of a termination of this
23 Settlement pursuant to the Supplemental Agreement, this Stipulation shall become null
24 and void and of no further force and effect, with the exception of the provisions of ¶¶46-
25 48 which shall continue to apply.

26 42. The Preliminary Approval Order, attached hereto as Exhibit A, shall provide
27 that requests for exclusion shall be received no later than twenty-one (21) calendar days
28 prior to the Settlement Hearing. Upon receiving any request for exclusion pursuant to the

1 Notice, Lead Counsel shall promptly, and in no event no later than three (3) calendar days
2 after receiving a request for exclusion or fifteen (15) calendar days prior to the Settlement
3 Hearing, whichever is earlier, notify Defendants' Counsel of such request for exclusion
4 and provide copies of such request for exclusion and any documentation accompanying it
5 by email.

6 43. In addition to all of the rights and remedies that Lead Plaintiffs have under
7 the terms of this Stipulation, Lead Plaintiffs shall also have the right to terminate the
8 Settlement in the event that the Settlement Amount has not been paid in the time period
9 provided for in ¶6 above, by providing written notice of the election to terminate to all
10 other Parties and, thereafter, there is a failure to pay the Settlement Amount within
11 fourteen (14) calendar days of such written notice.

12 44. If, before the Settlement becomes Final, any Defendant files for protection
13 under the Bankruptcy Code or any similar law or a trustee, receiver, conservator, or other
14 fiduciary is appointed under Bankruptcy, or any similar law, and in the event of the entry
15 of a final order of a court of competent jurisdiction determining the transfer of money or
16 any portion thereof to the Settlement Fund by or on behalf of such Defendant to be a
17 preference, voidable transfer, fraudulent transfer or similar transaction and any portion
18 thereof is required to be returned, and such amount is not promptly deposited into the
19 Settlement Fund by others, then, at the election of Lead Plaintiffs, the Parties shall jointly
20 move the Court to vacate and set aside the release given and the Judgment or Alternative
21 Judgment entered in favor of that Defendant and that Defendant and Lead Plaintiffs and
22 the members of the Settlement Class shall be restored to their litigation positions
23 immediately prior to March 4, 2020. All releases and the Judgment or Alternative
24 Judgment as to other Defendants shall remain unaffected.

25 (a) LifeLock warrants as to the payments it makes pursuant to this
26 Stipulation, that, at the time of such payment, it will not be insolvent, nor will payment
27 render it insolvent, within the meaning of and/or for the purposes of the United States
28 Bankruptcy Code, including Sections 101 and 547 thereof.

1 45. If an option to withdraw from and terminate this Stipulation and Settlement
2 arises under any of ¶¶40-44 above: (i) neither Defendants nor Lead Plaintiffs (as the case
3 may be) will be required for any reason or under any circumstance to exercise that option;
4 and (ii) any exercise of that option shall be made in good faith, but in the sole and
5 unfettered discretion of Defendants or Lead Plaintiffs, as applicable.

6 46. With the exception of the provisions of ¶¶46-48 which shall continue to
7 apply, in the event the Settlement is terminated as set forth herein or cannot become
8 effective for any reason, then the Settlement shall be without prejudice, and none of its
9 terms shall be effective or enforceable except as specifically provided herein; the Parties
10 shall be deemed to have reverted to their respective litigation positions in the Action
11 immediately prior to March 4, 2020; and, except as specifically provided herein, the
12 Parties shall proceed in all respects as if this Stipulation and any related order had not been
13 entered. In such event, this Stipulation, and any aspect of the discussions or negotiations
14 leading to this Stipulation shall not be admissible in this Action and shall not be used
15 against or to the prejudice of Defendants or against or to the prejudice of Lead Plaintiffs, in
16 any court filing, deposition, at trial, or otherwise.

17 47. In the event the Settlement is terminated, as provided herein, or fails to
18 become effective, any portion of the Settlement Amount previously paid into the Escrow
19 Account, together with any earnings thereon, less any Taxes paid or due, less Notice and
20 Administration Expenses actually incurred and paid or payable from the Settlement
21 Amount, shall be returned to LifeLock within fifteen (15) business days after written
22 notification of such event in accordance with instructions provided by Defendants'
23 Counsel to Lead Counsel. The Escrow Agent or its designees shall apply for any tax
24 refund owed on the amounts in the Escrow Account and pay the proceeds, after any
25 deduction of any fees or expenses incurred in connection with such application(s), of such
26 refund to LifeLock or as otherwise directed by LifeLock.

NO ADMISSION

48. Except as set forth in ¶49 below, this Stipulation, whether or not consummated, and whether or not approved by the Court, and any discussion, negotiation, proceeding, or agreement relating to the Stipulation, the Settlement, and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms hereof, and in particular:

(a) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any allegation by Lead Plaintiffs and the Settlement Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including but not limited to the Released Claims, or of any liability, damages, negligence, fault or wrongdoing of Defendants or any person or entity whatsoever;

(b) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendants, or against or to the prejudice of Lead Plaintiffs, or any other member of the Settlement Class as evidence of any infirmity in the claims of Lead Plaintiffs, or the other members of the Settlement Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of Defendants, Lead Plaintiffs, any other member of the Settlement Class, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Defendants, Plaintiffs, other members of the Settlement Class, or their respective counsel, in any other

1 civil, criminal, or administrative action or proceeding, other than such proceedings as may
2 be necessary to effectuate the provisions of this Stipulation;

3 (d) do not constitute, and shall not be construed against Defendants,
4 Plaintiffs, or any other member of the Settlement Class, as an admission or concession
5 that the consideration to be given hereunder represents the amount that could be or would
6 have been recovered after trial; and

7 (e) do not constitute, and shall not be construed as or received in
8 evidence as an admission, concession, or presumption against Lead Plaintiffs, or any other
9 member of the Settlement Class that any of their claims are without merit or infirm or that
10 damages recoverable under the Complaint would not have exceeded the Settlement
11 Amount.

12 49. Notwithstanding ¶48 above, the Parties, and their respective counsel, may
13 file this Stipulation and/or the Judgment or Alternative Judgment in any action that may be
14 brought against them in order to support a defense or counterclaim based on principles of
15 *res judicata*, collateral estoppel, release, statute of limitations, statute of repose, good-faith
16 settlement, judgment bar or reduction, or any theory of claim preclusion or issue
17 preclusion or similar defense or counterclaim, or to effectuate any liability protection
18 granted them under any applicable insurance policy. The Parties may file this Stipulation
19 and/or the Judgment or Alternative Judgment in any action that may be brought to enforce
20 the terms of this Stipulation and/or the Judgment or Alternative Judgment. All Parties
21 submit to the jurisdiction of the Court for purposes of implementing and enforcing the
22 Settlement.

23 **MISCELLANEOUS PROVISIONS**

24 50. All of the exhibits to the Stipulation, except any plan of allocation to the
25 extent incorporated in those exhibits, and the Supplemental Agreement are material and
26 integral parts hereof and are fully incorporated herein by this reference.

27 51. The Parties intend the Settlement to be the full, final, and complete
28 resolution of all claims asserted or that could have been asserted by the Parties with respect

1 to the Released Claims and Released Defendants' Claims. Accordingly, the Parties agree
2 not to assert in any forum that the Action was brought, prosecuted, or defended in bad faith
3 or without a reasonable basis. The Parties and their respective counsel agree that each has
4 complied fully with Rule 11 of the Federal Rules of Civil Procedure in connection with the
5 maintenance, prosecution, defense, and settlement of the Action and shall not make any
6 application for sanctions, pursuant to Rule 11 or other court rule or statute, with respect to
7 any claim or defense in this Action. The Parties agree that the amount paid and the other
8 terms of the Settlement were negotiated at arm's-length and in good faith by the Parties
9 and their respective counsel and reflect a settlement that was reached voluntarily based
10 upon adequate information and after consultation with experienced legal counsel.

11 52. This Stipulation, along with its exhibits and the Supplemental Agreement
12 may not be modified or amended, nor may any of its provisions be waived, except by a
13 writing signed by counsel for the Parties hereto, or their successors, that are materially and
14 adversely affected by the modification, amendment, or waiver.

15 53. The headings herein are used for the purpose of convenience only and are
16 not meant to have legal effect.

17 54. The administration and consummation of the Settlement as embodied in this
18 Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction
19 for the purpose of entering orders providing for awards of attorneys' fees and any expenses
20 and implementing and enforcing the terms of this Stipulation.

21 55. The waiver by one Party of any breach of this Stipulation by any other Party
22 shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

23 56. This Stipulation, its exhibits, and the Supplemental Agreement constitute the
24 entire agreement among the Parties concerning the Settlement as against the Defendants,
25 and no representation, warranty, or inducement has been made by any Party concerning
26 this Stipulation and its exhibits other than those contained and memorialized in such
27 documents.
28

1 57. Nothing in the Stipulation, or the negotiations relating thereto, is intended to
2 or shall be deemed to constitute a waiver of any applicable privilege or immunity,
3 including, without limitation, attorney-client privilege, joint defense privilege, or work
4 product protection.

5 58. Without further order of the Court, the Parties may agree to reasonable
6 extensions of time to carry out any of the provisions of this Stipulation.

7 59. All designations and agreements made, or orders entered during the course of
8 the Action relating to the confidentiality of documents or information shall survive this
9 Stipulation.

10 60. This Stipulation may be executed in one or more counterparts. All executed
11 counterparts and each of them shall be deemed to be one and the same instrument.
12 Signatures sent by facsimile or via e-mail in pdf format shall be deemed originals.

13 61. This Stipulation shall be binding when signed, but the Settlement shall be
14 effective upon the entry of the Judgment or Alternative Judgment and the payment in full
15 of the Settlement Amount, subject only to the condition that the Effective Date will have
16 occurred.

17 62. This Stipulation shall be binding upon, and inure to the benefit of, the
18 successors and assigns of the Parties.

19 63. The construction, interpretation, operation, effect, and validity of this
20 Stipulation, and all documents necessary to effectuate it, shall be governed by the laws of
21 the State of Arizona without regard to conflicts of laws, except to the extent that federal
22 law requires that federal law govern.

23 64. This Stipulation shall not be construed more strictly against one Party than
24 another merely by virtue of the fact that it, or any part of it, may have been prepared by
25 counsel for one of the Parties, it being recognized that it is the result of arm's-length
26 negotiations among the Parties, and all Parties have contributed substantially and
27 materially to the preparation of this Stipulation.
28

65. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement document, warrant and represent that they have the full authority to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

66. The Parties and their respective counsel agree to cooperate fully with one another in promptly applying for preliminary approval by the Court of the Settlement and for the scheduling of a hearing for consideration of Final approval of the Settlement and Lead Counsel's Fee and Expense Application, and to agree promptly upon and execute all such other documentation as reasonably may be required to obtain Final approval by the Court of the Settlement.

67. If any disputes arise out of the finalization of the settlement documentation or the Settlement itself prior to joint submission to the Court of the application for preliminary approval of the Settlement as set forth in ¶36 above, those disputes will be resolved by the Mediator first by way of expedited telephonic mediation and, if unsuccessful, then by final, binding, non-appealable resolution by the Mediator.

68. Except as otherwise provided herein, each Party shall bear its own costs.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of March 27, 2020.

BERNSTEIN LIEBHARD LLP

STANLEY D. BERNSTEIN

MICHAEL S. BIGIN

JOSEPH R. SEIDMAN, JR.

PETER J. HARRINGTON

10 East 40th Street

New York, NY 10016

Telephone: (212) 779-1414

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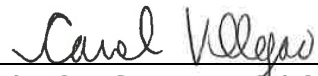
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14 *Police Pension & Retirement System &*
15 *Oklahoma Firefighters Pension &*
16 *Retirement System & Lead Counsel for the*
17 *Proposed Class*

18 **WILSON SONSINI GOODRICH &**
19 **ROSATI**

20 BORIS FELDMAN

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23 Palo Alto, CA 94304-1050

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26 boris.feldman@wsgr.com

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28 *Counsel for Defendants LifeLock, Inc., Todd*
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*Counsel for Defendants LifeLock, Inc., Todd
Davis, Chris G. Power, and Hilary A.
Schneider*

Exhibit A

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3
4
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8
9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF ARIZONA**

11 Miguel Avila, on Behalf of Himself and All
12 Others Similarly Situated,

13 Plaintiffs,

14 v.

15 LifeLock Inc., Todd Davis, Chris G.
16 Power, and Hilary A. Schneider,

17 Defendants.
18
19
20

CASE NO. 2:15-cv-01398-SRB

CLASS ACTION

Hon. Susan R. Bolton

**[PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS
ACTION SETTLEMENT,
APPROVING FORM AND
MANNER OF NOTICE, AND
SETTING DATE FOR
HEARING ON FINAL
APPROVAL OF
SETTLEMENT**

21 WHEREAS:

22 A. On March 27, 2020, Oklahoma Police Pension and Retirement System and
23 Oklahoma Firefighters Pension and Retirement System (collectively, "Lead Plaintiffs")
24 and all other members of the Settlement Class, on the one hand, and LifeLock, Inc.
25 ("LifeLock," or "the Company"), Todd Davis, Chris Power, and Hilary Schneider
26 (collectively, "Defendants"), on the other, entered into a Stipulation and Agreement of
27 Settlement (the "Stipulation") in the above-captioned litigation (the "Action"), which is
28 subject to review under Rule 23 of the Federal Rules of Civil Procedure and which,

[PROPOSED] PRELIMINARY APPROVAL
ORDER
CASE NO. 2:15-cv-01398-SRB

1 together with the exhibits thereto, sets forth the terms and conditions of the proposed
2 settlement of the Action and the claims alleged in the Second Amended Class Action
3 Complaint, filed on October 14, 2016, on the merits and with prejudice (the “Settlement”);

4 B. The Court has reviewed and considered the Stipulation and the
5 accompanying exhibits;

6 C. The Parties to the Stipulation have consented to the entry of this order; and

7 D. All capitalized terms used in this order that are not otherwise defined herein
8 have the meanings defined in the Stipulation.

9 NOW, THEREFORE, IT IS HEREBY ORDERED, this day of _____, 2020
10 that:

11 1. The Court has reviewed the Stipulation and preliminarily finds, pursuant to
12 Fed. R. Civ. P. 23(e)(1), that the Court will likely be able to approve the proposed
13 Settlement as fair, reasonable, and adequate under Federal Rule of Civil Procedure
14 23(e)(2), subject to further consideration at the Settlement Hearing described below.

15 2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure,
16 the Court preliminarily certifies, for purposes of the Settlement only, the Settlement Class
17 of: all persons and entities who or which purchased or otherwise acquired shares of
18 LifeLock publicly traded common stock and/or call options, and/or sold LifeLock publicly
19 traded put options during the period from July 31, 2014 through July 21 2015, inclusive,
20 and who were damaged thereby. Excluded from the Settlement Class are: (i) Defendants;
21 (ii) members of the immediate families of the Individual Defendants; (iii) LifeLock’s
22 subsidiaries and affiliates, including LifeLock’s employee retirement and benefit plan(s);
23 (iv) any person who is or was an officer or director of LifeLock or any of LifeLock’s
24 subsidiaries or affiliates during the Class Period; (v) any entity in which any Defendant
25 has a controlling interest; and (vi) the legal representatives, heirs, successors and assigns
26 of any such excluded person or entity. Also excluded from the Settlement Class are those
27 Persons who or which have timely and validly sought exclusion from the Settlement Class
28 in accordance with the requirements set forth below and in the Notice.

1 3. The Court finds and preliminarily concludes that the prerequisites of class
2 action certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil
3 Procedures have been satisfied for the Settlement Class defined herein and for the
4 purposes of the Settlement only, in that:

5 (a) the members of the Settlement Class are so numerous that joinder of
6 all Settlement Class Members is impracticable;

7 (b) there are questions of law and fact common to the Settlement Class
8 Members;

9 (c) the claims of Lead Plaintiffs are typical of the Settlement Class's
10 claims;

11 (d) Lead Plaintiffs and Lead Counsel have fairly and adequately
12 represented and protected the interests of the Settlement Class;

13 (e) the questions of law and fact common to Settlement Class Members
14 predominate over any individual questions; and

15 (f) a class action is superior to other available methods for the fair and
16 efficient adjudication of the controversy, considering that the claims of Settlement Class
17 Members in the Action are substantially similar and would, if tried, involve substantially
18 identical proofs and may therefore be efficiently litigated and resolved on an aggregate
19 basis as a class action; the amounts of the claims of many of the Settlement Class
20 Members are too small to justify the expense of individual actions; and it does not appear
21 that there is significant interest among Settlement Class Members in individually
22 controlling the litigation of their claims.

23 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for
24 purposes of the Settlement only, Oklahoma Police Pension and Retirement System and
25 Oklahoma Firefighters Pension and Retirement System are preliminarily certified as Class
26 Representatives for the Settlement Class. The law firms of Bernstein Liebhard LLP and
27 Labaton Sucharow LLP are preliminarily appointed Class Counsel for the Settlement
28

1 Class, and the law firm of Bonnett, Fairbourn, Friedman & Balint, P.C. is preliminarily
2 appointed as Liaison Counsel for the Settlement Class.

3 5. A hearing (the “Settlement Hearing”) pursuant to Rule 23(e) of the Federal
4 Rules of Civil Procedure is hereby scheduled to be held before the Court, either in person
5 or telephonically at the Court’s discretion, on _____, 2020, at __:____ .m.
6 for the following purposes:

7 (a) to determine whether the proposed Settlement is fair, reasonable and
8 adequate, and should be approved by the Court;

9 (b) to determine whether the proposed Final Order and Judgment
10 (“Judgment”) as provided under the Stipulation should be entered, and to determine
11 whether the release by the Settlement Class of the Released Claims, as set forth in the
12 Stipulation, should be provided to the Released Defendant Parties;

13 (c) to determine, for purposes of the Settlement only, whether the
14 Settlement Class should be finally certified; whether Lead Plaintiffs should be finally
15 certified as Class Representatives for the Settlement Class; whether the law firms of
16 Bernstein Liebhard LLP and Labaton Sucharow LLP should be finally appointed as Class
17 Counsel for the Settlement Class; and whether Bonnett, Fairbourn, Friedman & Balint,
18 P.C. should be finally appointed as Liaison Counsel for the Settlement Class;

19 (d) to determine whether the proposed Plan of Allocation for the
20 proceeds of the Settlement is fair and reasonable and should be approved by the Court;

21 (e) to consider Lead Counsel’s application for an award of attorneys’
22 fees and expenses (which may include an application for an award to Lead Plaintiffs for
23 reimbursement of their reasonable costs and expenses directly related to their
24 representation of the Settlement Class, pursuant to the Private Securities Litigation
25 Reform Act of 1995 (“PSLRA”)); and

26 (f) to rule upon such other matters as the Court may deem appropriate.

27 6. The Court reserves the right to approve the Settlement with or without
28 modification and with or without further notice to the Settlement Class of any kind. The

1 Court further reserves the right to enter the Judgment approving the Settlement regardless
2 of whether it has approved the Plan of Allocation or awarded attorneys' fees and/or
3 expenses. The Court may also adjourn the Settlement Hearing, decide to hold the hearing
4 telephonically, or modify any of the dates herein without further individual notice to
5 members of the Settlement Class. Any such changes shall be posted on the website of the
6 Claims Administrator.

7 7. The Court approves the form, substance and requirements of the Notice of
8 Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and
9 Expenses (the "Notice") and the Proof of Claim and Release form ("Claim Form"),
10 substantially in the forms annexed hereto as Exhibits 1 and 2, respectively.

11 8. The Court approves the retention of JND Legal Administration as the
12 Claims Administrator. The Claims Administrator shall cause the Notice and the Claim
13 Form, substantially in the forms annexed hereto, to be mailed, by first-class mail, postage
14 prepaid, on or before ten (10) business days after entry of this Preliminary Approval Order
15 ("Notice Date"), to all Settlement Class Members who can be identified with reasonable
16 effort. LifeLock, to the extent it has not already done so, shall use its best efforts to obtain
17 and provide to Lead Counsel, or the Claims Administrator, transfer records in electronic
18 searchable form containing the names and addresses of Persons who purchased or
19 acquired LifeLock publicly traded common stock during the Class Period as soon as
20 practicable after entry of this Preliminary Approval Order.

21 9. The Claims Administrator shall use reasonable efforts to give notice to
22 nominee purchasers such as brokerage firms and other persons and entities that purchased
23 or acquired LifeLock publicly traded common stock and/or call options and/or sold
24 LifeLock publicly traded put options during the Class Period as record owners but not as
25 beneficial owners. Such nominees SHALL EITHER: (a) WITHIN SEVEN (7)
26 CALENDAR DAYS of receipt of the Notice, request from the Claims Administrator
27 sufficient copies of the Notice to forward to all such beneficial owners and WITHIN
28 SEVEN (7) CALENDAR DAYS of receipt of those Notices from the Claims

1 Administrator forward them to all such beneficial owners; or (b) WITHIN SEVEN (7)
2 CALENDAR DAYS of receipt of the Notice, provide a list of the names and addresses of
3 all such beneficial owners to the Claims Administrator and the Claims Administrator is
4 ordered to send the Notice promptly to such identified beneficial owners. Nominees shall
5 also provide email addresses for all such beneficial owners to the Claims Administrator, to
6 the extent they are available. Nominees who elect to send the Notice to their beneficial
7 owners SHALL ALSO send a statement to the Claims Administrator confirming that the
8 mailing was made and shall retain their mailing records for use in connection with any
9 further notices that may be provided in the Action. Upon full and timely compliance with
10 these directions, such nominees may seek reimbursement of their reasonable expenses
11 actually incurred by providing the Claims Administrator with proper documentation
12 supporting the expenses for which reimbursement is sought.

13 10. Lead Counsel shall, at or before the Settlement Hearing, file with the Court
14 proof of mailing of the Notice and Claim Form.

15 11. The Court approves the form of the Summary Notice of Pendency of Class
16 Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses ("Summary
17 Notice") substantially in the form annexed hereto as Exhibit 3, and directs that Lead
18 Counsel shall cause the Summary Notice to be published in *Investor's Business Daily* and
19 be transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date.
20 Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof of
21 publication of the Summary Notice.

22 12. The form and content of the notice program described herein, and the
23 methods set forth herein of notifying the Settlement Class of the Settlement and its terms
24 and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure,
25 Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as
26 amended by the PSLRA, and due process, constitute the best notice practicable under the
27 circumstances, and shall constitute due and sufficient notice to all persons and entities
28 entitled thereto.

1 13. In order to be eligible to receive a distribution from the Net Settlement
2 Fund, in the event the Settlement is effected in accordance with the terms and conditions
3 set forth in the Stipulation, each claimant shall take the following actions and be subject to
4 the following conditions:

5 (a) A properly executed Claim Form, substantially in the form annexed
6 hereto as Exhibit 2, must be submitted to the Claims Administrator, at the address
7 indicated in the Notice, postmarked no later than five (5) calendar days before the
8 Settlement Hearing. Such deadline may be further extended by Court order or by Lead
9 Counsel in their discretion. Each Claim Form shall be deemed to have been submitted
10 when postmarked (if properly addressed and mailed by first-class or overnight mail,
11 postage prepaid). Any Claim Form submitted in any other manner shall be deemed to
12 have been submitted when it was actually received at the address designated in the
13 Notice. Any Settlement Class Member who does not timely submit a Claim Form within
14 the time provided for shall be barred from sharing in the distribution of the Net
15 Settlement Fund, unless otherwise ordered by the Court, but shall remain bound by all
16 determinations and judgments in this Action concerning the Settlement, as provided by
17 paragraph 15 of this order.

18 (b) The Claim Form submitted by each claimant must satisfy the
19 following conditions, unless otherwise allowed pursuant to the Stipulation: (i) it must be
20 properly completed, signed and submitted in a timely manner in accordance with the
21 provisions of the preceding subparagraph; (ii) it must be accompanied by adequate
22 supporting documentation for the transactions reported therein, in the form of broker
23 confirmation slips, broker account statements, an authorized statement from the broker
24 containing the transactional information found in a broker confirmation slip, or such
25 other documentation as is deemed adequate by the Claims Administrator and/or Lead
26 Counsel; (iii) if the person executing the Claim Form is acting in a representative
27 capacity, a certification of her current authority to act on behalf of the claimant must be
28 included in the Claim Form; and (iv) the Claim Form must be complete and contain no

1 material deletions or modifications of any of the printed matter contained therein and
2 must be signed under penalty of perjury.

3 (c) As part of the Claim Form, each claimant shall submit to the
4 jurisdiction of the Court with respect to the claim submitted.

5 14. Any Settlement Class Member may enter an appearance in this Action, at
6 his, her or its own expense, individually or through counsel of his, her or its own choice.
7 If any Settlement Class Member does not enter an appearance, he, she or it will be
8 represented by Lead Counsel.

9 15. Settlement Class Members shall be bound by all orders, determinations and
10 judgments in this Action concerning the Settlement, whether favorable or unfavorable,
11 unless such Persons request exclusion from the Settlement Class in a timely and proper
12 manner, as hereinafter provided. A putative Settlement Class Member wishing to make
13 such an exclusion request shall mail the request in written form by first-class mail to the
14 address designated in the Notice for such exclusions, such that it is received no later than
15 twenty-one (21) calendar days prior to the Settlement Hearing. Such request for exclusion
16 must state the name, address and telephone number of the Person seeking exclusion, must
17 state that the sender requests to be “excluded from the Settlement Class in *Miguel Avila v.*
18 *LifeLock, Inc., et al.*, Case No. 2:15-cv-01398-SRB (D. Ariz.)” and must be signed by
19 such Person. Such Persons requesting exclusion are also directed to state the information
20 requested in the Notice, including, but not limited to: the date(s), price(s), and number(s)
21 of shares of all purchases, acquisitions, and sales of LifeLock publicly traded common
22 stock and call or put options during the Class Period. The request for exclusion shall not
23 be effective unless it provides the required information and is made within the time stated
24 above, or the exclusion is otherwise accepted by the Court.

25 16. Putative Settlement Class Members requesting exclusion from the
26 Settlement Class shall not be eligible to receive any payment out of the Net Settlement
27 Fund as described in the Stipulation and Notice.
28

1 17. The Court will consider any Settlement Class Member's objection to the
2 Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees
3 or expenses only if such Settlement Class Member has served by hand or by mail his, her
4 or its written objection and supporting papers, such that they are received on or before
5 twenty-one (21) calendar days before the Settlement Hearing, upon Lead Counsel: Carol
6 C. Villegas, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, and Michael
7 S. Bigin, Bernstein Liebhard LLP, 10 East 40th Street, New York, NY 10016; and
8 Defendants' Counsel: Boris Feldman, Wilson Sonsini Goodrich & Rosati, 650 Page Mill
9 Road, Palo Alto, CA 94304; and has filed, either by mail or in person, said objections and
10 supporting papers with the Clerk of the Court, United States District Court for the District
11 of Arizona, Sandra Day O'Connor U.S. Courthouse, Suite 522, 401 West Washington
12 Street, SPC 50, Phoenix, Arizona, 85003. Any Settlement Class Member who does not
13 make his, her, or its objection in the manner provided for in the Notice shall be deemed to
14 have waived such objection and shall forever be foreclosed from making any objection to
15 any aspect of the Settlement, to the Plan of Allocation, or to the request for attorneys' fees
16 and expenses, unless otherwise ordered by the Court, but shall otherwise be bound by the
17 Judgment to be entered and the releases to be given. Attendance at the hearing is not
18 necessary, however, persons wishing to be heard orally in opposition to the approval of
19 the Settlement, the Plan of Allocation, and/or the application for an award of attorneys'
20 fees and other expenses are required to indicate in their written objection their intention to
21 appear at the hearing. Persons who intend to object to the Settlement, the Plan of
22 Allocation, and/or the application for an award of attorneys' fees and expenses and desire
23 to present evidence at the Settlement Hearing must include in their written objections the
24 identity of any witnesses they may call to testify and exhibits they intend to introduce into
25 evidence at the Settlement Hearing.

26 18. Settlement Class Members do not need to appear at the hearing or take any
27 other action to indicate their approval.
28

1 19. Pending final determination of whether the Settlement should be approved,
2 Lead Plaintiffs, all Settlement Class Members, and each of them, and anyone who acts or
3 purports to act on their behalf, shall not institute, commence or prosecute any action
4 which asserts Released Claims against the Released Defendant Parties.

5 20. As provided in the Stipulation, prior to the Effective Date, Lead Counsel
6 may pay the Claims Administrator a portion of the reasonable fees and costs associated
7 with giving notice to the Settlement Class and the review of claims and administration of
8 the Settlement out of the Settlement Fund not to exceed \$450,000 without further approval
9 from Defendants and without further order of the Court.

10 21. All papers in support of the Settlement, Plan of Allocation, and Lead
11 Counsel's request for an award of attorneys' fees and expenses shall be filed with the
12 Court and served on or before thirty-five (35) calendar days prior to the date set herein for
13 the Settlement Hearing. If reply papers are necessary, they are to be filed with the Court
14 and served no later than seven (7) calendar days prior to the Settlement Hearing.

15 22. No person who is not a Settlement Class Member or Lead Counsel shall
16 have any right to any portion of, or to any distribution of, the Net Settlement Fund unless
17 otherwise ordered by the Court or otherwise provided in the Stipulation.

18 23. All funds held in escrow shall be deemed and considered to be in *custodia*
19 *legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time
20 as such funds shall be disbursed pursuant to the Stipulation and/or further order of the
21 Court.

22 24. Neither Defendants nor their counsel shall have any responsibility for the
23 Plan of Allocation or any application for attorney's fees or expenses submitted by Lead
24 Counsel or Lead Plaintiffs, and such matters shall be considered separately from the
25 fairness, reasonableness and adequacy of the Settlement.

26 25. If the Settlement fails to become effective as defined in the Stipulation or is
27 terminated, then both the Stipulation, including any amendment(s) thereof, except as
28 expressly provided in the Stipulation, and this Preliminary Approval Order shall be null

1 and void, of no further force or effect, and without prejudice to any Party, and may not be
2 introduced as evidence or used in any actions or proceedings by any person or entity
3 against the Parties, and the Parties shall be deemed to have reverted to their respective
4 litigation positions in the Action as of March 4, 2020.

5 26. The Court retains exclusive jurisdiction over the Action to consider all
6 further matters arising out of or connected with the Settlement.

7
8 DATED this _____ day of _____, 2020

9
10 BY THE COURT:

11
12 _____
13 Honorable Susan R. Bolton
14 UNITED STATES DISTRICT JUDGE
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Exhibit A-1

Kimberly C. Page (AZ # 022631)
BONNETT, FAIRBOURN, FRIEDMAN
& BALINT, P.C.
2325 E. Camelback Road, Suite 300
Phoenix, AZ 85016
Telephone: (602) 274-1100
Facsimile: (602) 274-1199
Email: kpage@bffb.com

*Liaison Counsel for Lead Plaintiffs the Oklahoma Police Pension and Retirement
System and the Oklahoma Firefighters Pension and Retirement System and
Liaison Counsel for the Proposed Class*

*(Lead Counsel for Lead Plaintiffs Oklahoma Police Pension and Retirement
System and Oklahoma Firefighters Pension and Retirement System
and for the Proposed Class Appear on the Signature Page)*

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Miguel Avila, on Behalf of Himself and All
Others Similarly Situated,

Plaintiffs,

v.

LifeLock Inc., Todd Davis, Chris G.
Power, and Hilary A. Schneider,

Defendants.

CASE NO. 2:15-cv-01398-SRB

CLASS ACTION

Hon. Susan R. Bolton

**NOTICE OF PENDENCY OF
CLASS ACTION, PROPOSED
CLASS ACTION
SETTLEMENT, AND
MOTION FOR
ATTORNEYS' FEES AND
EXPENSES**

**If you purchased or otherwise acquired shares of LifeLock, Inc. publicly
traded common stock and/or call options, and/or sold LifeLock, Inc. publicly
traded put options during the period from July 31, 2014 through July 21, 2015,
inclusive, (the "Class Period"), you may be entitled to a payment from
a class action settlement.**

NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED CLASS ACTION SETTLEMENT, AND
MOTION FOR ATTORNEYS' FEES AND EXPENSES
CASE No. 2:15-cv-01398-SRB

A federal court authorized this notice. This is not a solicitation from a lawyer.

- The purpose of this Notice is to inform you of the pendency of this securities class action (the “Action”), the proposed settlement of the Action (the “Settlement”), and a hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) whether the proposed plan for allocating the proceeds of the Settlement (the “Plan of Allocation”) should be approved; and (iii) Lead Counsel’s application for attorneys’ fees and expenses. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement, wish to object, or wish to be excluded from the Settlement Class.¹
- If approved by the Court, the proposed Settlement will create a \$20,000,000 settlement fund, plus earned interest, for the benefit of eligible Settlement Class Members, less any attorneys’ fees and expenses awarded by the Court, Notice and Administration Expenses, and Taxes.
- The Settlement resolves claims by Oklahoma Police Pension and Retirement System and Oklahoma Firefighters Pension and Retirement System (collectively, “Lead Plaintiffs”) that have been asserted on behalf of the proposed Settlement Class against LifeLock, Inc. (“LifeLock,” or “the Company”), Todd Davis, Chris Power, and Hilary Schneider (collectively, “Defendants”).

If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY _____, 2020	The <u>only</u> way to get a payment. See Question 8 below for details.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY _____, 2020	Get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties concerning the Released Claims. See Question 11 below for details.

¹ All capitalized terms not otherwise defined in this notice shall have the meaning provided in the Stipulation and Agreement of Settlement, dated March __, 2020 (the “Stipulation”).

OBJECT BY _____, 2020	Write to the Court about why you do not like the Settlement, the Plan of Allocation, or the Fee and Expense Application. If you object, you will still be a member of the Settlement Class. See Question 16 below for details.
GO TO A HEARING ON _____, 2020 AND FILE A NOTICE OF INTENTION TO APPEAR BY _____, 2020	Ask to speak in Court at the Settlement Hearing about the Settlement. See Question 20 below for details.
DO NOTHING	Get no payment AND give up your rights to bring your own individual action.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to all Settlement Class Members who timely submit valid Claim Forms, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

SUMMARY OF THE NOTICE

Statement of the Settlement Class’s Recovery

1. Subject to Court approval, Lead Plaintiffs, on behalf of the Settlement Class, have agreed to settle the Action in exchange for a payment of \$20,000,000 (the “Settlement Amount”), which will be deposited into an interest-bearing Escrow Account (the “Settlement Fund”). The Net Settlement Fund (as defined below) will be distributed to Settlement Class Members according to the Court-approved plan of allocation (the “Plan of Allocation” or “Plan”). The proposed Plan of Allocation is set forth on pages ___-___ below.

Estimate of Average Amount of Recovery Per Share

2. Based on Lead Plaintiffs’ consulting damages expert’s estimate of the number of shares of LifeLock publicly traded common stock eligible to participate in the Settlement, and assuming that all such investors eligible to participate do so, Lead Plaintiffs estimate that the average recovery would be approximately \$0.28 per allegedly

1 damaged share (before deduction of any Court-approved fees and expenses, such as
2 attorneys' fees and expenses, Taxes, and Notice and Administration Expenses). If the
3 Court approves the Fee and Expense Application (discussed below), the average recovery
4 would be approximately \$0.19 per allegedly damaged share.² **Please note, however, that**
5 **these average recovery amounts are only estimates and Settlement Class Members**
6 **may recover more or less than these estimated amounts.** An individual Settlement
7 Class Member's actual recovery will depend on for example: (i) the total number of claims
8 submitted; (ii) the amount of the Net Settlement Fund; (iii) when the Settlement Class
9 Member purchased or otherwise acquired shares of LifeLock publicly traded common
10 stock or call options, or sold LifeLock publicly traded put options, during the Class Period;
11 and (iv) whether and when the Settlement Class Member sold the securities. See the Plan
12 of Allocation beginning on page [] for information on the calculation of your
13 Recognized Claim.

13 **Statement of Potential Outcome of Case if the Action Continued to be Litigated**

14 3. The Parties disagree about both liability and damages and do not agree on
15 the damages that would be recoverable if Lead Plaintiffs were to prevail on each claim
16 asserted against Defendants. The issues on which the Parties disagree include, for
17 example: (i) whether Defendants made any statements or omitted any facts that were
18 materially false or misleading, or otherwise actionable under the federal securities laws;
19 (ii) whether any such allegedly materially false or misleading statements or omissions
20 were made with the required level of intent or recklessness; (iii) the amounts by which the
21 prices of LifeLock common stock and call options were allegedly artificially inflated (or
22 deflated in the case of put options); (iv) the extent to which factors such as general market,
23 economic and industry conditions, influenced the trading prices of LifeLock common
24 stock and options during the Class Period; and (v) whether or not Defendants' allegedly

25 ² An allegedly damaged share might have been traded, and potentially damaged, more than
26 once during the Class Period, and the average recovery indicated above represents the estimated
27 average recovery for each share that allegedly incurred damages.

1 false and misleading statements proximately caused the losses suffered by the Settlement
2 Class.

3 4. Defendants have denied and continue to deny any wrongdoing, deny that
4 they have committed any act or omission giving rise to any liability or violation of law,
5 and deny that Lead Plaintiffs and the Settlement Class have suffered any loss attributable
6 to Defendants' actions. While Lead Plaintiffs believe they have meritorious claims, they
7 recognize that there are significant obstacles in the way to recovery.

8 **Statement of Attorneys' Fees and Expenses Sought**

9 5. Lead Counsel, on behalf of themselves and Liaison Counsel ("Plaintiffs'
10 Counsel"), will apply to the Court for an award of attorneys' fees from the Settlement
11 Fund in an amount not to exceed 30% of the Settlement Fund, which includes any accrued
12 interest. Lead Counsel will also apply for payment of litigation expenses incurred by
13 Plaintiffs' Counsel in prosecuting the Action in an amount not to exceed \$350,000, plus
14 accrued interest, which may include an application pursuant to the Private Securities
15 Litigation Reform Act of 1995 ("PSLRA") for the reasonable costs and expenses
16 (including lost wages) of Lead Plaintiffs directly related to their representation of the
17 Settlement Class. If the Court approves Lead Counsel's Fee and Expense Application, the
18 average amount of fees and expenses, assuming claims are filed for all shares eligible to
19 participate in the Settlement, will be approximately \$0.09 per allegedly damaged share of
20 LifeLock common stock. A copy of the Fee and Expense Application will be posted on
21 www._____.com after it has been filed with the Court.

22 **Reasons for the Settlement**

23 6. For Lead Plaintiffs, the principal reason for the Settlement is the guaranteed
24 cash benefit to the Settlement Class. This benefit must be compared to the uncertainty of
25 being able to prove the allegations in the Complaint; the risk that the Court may grant
26 some or all of the anticipated motions to be filed by Defendants; the risks of litigation,
27 especially in complex securities actions like this; as well as the difficulties and delays
28 inherent in such litigation (including any trial and appeals). For Defendants, who deny all
allegations of wrongdoing or liability whatsoever and deny that Settlement Class Members

1 were damaged, the principal reasons for entering into the Settlement are to end the burden,
2 expense, uncertainty, and risk of further litigation.

3 **Identification of Attorneys' Representatives**

4 7. Lead Plaintiffs and the Settlement Class are represented by Lead Counsel,
5 Bernstein Liebhard LLP, Michael S. Bigin, Esq., 10 East 40th Street, New York, NY
6 10016, (212) 779-1414, www.bernlieb.com, and Labaton Sucharow LLP, Carol C.
7 Villegas, Esq., 140 Broadway, New York, NY 10005, (888) 219-6877, www.labaton.com,
8 settlementquestions@labaton.com.

9 8. Further information regarding the Action, the Settlement, and this Notice
10 may be obtained by contacting the Claims Administrator: c/o _____, (_____) ____-____,
11 or Lead Counsel, or visiting the Settlement website at www._____.com.

12 **Please Do Not Call the Court with Questions About the Settlement.**

13 **[END OF PSLRA COVER PAGE]**

14 **BASIC INFORMATION**

15 **1. Why did I get this Notice?**

16 9. You or someone in your family, or an investment account for which you
17 serve as a custodian, may have purchased or otherwise acquired shares of LifeLock
18 publicly traded common stock and/or call options, and/or sold LifeLock publicly traded
19 put options during the Class Period of July 31, 2014 through July 21, 2015, inclusive, and
20 may be a Settlement Class Member. This Notice explains the Action, the Settlement,
21 Settlement Class Members' legal rights, what benefits are available, who is eligible for
22 them, and how to get them. Receipt of this Notice does not mean that you are a Member
23 of the Settlement Class or that you will be entitled to receive a payment. **If you wish to be**
24 **eligible for a payment, you are required to submit the Claim Form that is being**
distributed with this Notice. See Question 8 below.

25 10. The Court directed that this Notice be sent to Settlement Class Members to
26 inform them of the terms of the proposed Settlement and about all of their options, before
27 the Court decides whether to approve the Settlement at the upcoming hearing to consider

1 the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of
2 Allocation, and Lead Counsel’s Fee and Expense Application (the “Settlement Hearing”).

3 11. The Court in charge of the Action is the United States District Court for the
4 District of Arizona, and the case is known as *Miguel Avila, et al. v. LifeLock, Inc., et al.*,
5 Case No. 2:15-cv-01398-SRB. The Action is assigned to the Honorable Susan R. Bolton,
6 United States District Judge.

7 **2. What is this case about and what has happened so far?**

8 12. LifeLock provides identity theft protection services for consumers and fraud
9 and risk solutions for enterprises. Lead Plaintiffs claim that LifeLock violated the federal
10 securities laws by misrepresenting its ability to provide “near real-time” alerts to consumer
11 customers. Lead Plaintiffs also allege that the misrepresentations about near real-time
12 alerts violated a Federal Trade Commission (“FTC”) consent order relating to LifeLock’s
13 advertising and marketing practices (the “FTC Order”).

14 13. Lead Plaintiffs allege that the market began to learn of Defendants’ alleged
15 misrepresentations when, on February 10, 2015, LifeLock announced that it had accrued a
16 \$20 million legal reserve for a possible settlement with the FTC and, thereafter, learned
17 the full truth when the FTC announced, on July 21, 2015, that it was seeking to hold
18 LifeLock in contempt of the FTC Order for, *inter alia*, misrepresenting its ability to
19 provide near real-time alerts. When the FTC announced its contempt proceeding, which
20 was later settled with no admission of wrongdoing by LifeLock, the price of LifeLock’s
21 common stock dropped.

22 14. The initial complaint in the Action was filed on July 22, 2015. On October
23 9, 2015, the Court issued an Order: (i) appointing Oklahoma Police Pension and
24 Retirement System and Oklahoma Firefighters Pension and Retirement Systems as Lead
25 Plaintiffs for the proposed class; and (ii) appointing Bernstein Liebhart LLP and Labaton
26 Sucharow LLP as Lead Counsel, and Bonnett, Fairbourn, Friedman, & Balint, P.C. as
27 Liaison Counsel. Lead Plaintiffs filed an amended complaint on December 10, 2015,
alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934

1 (“Exchange Act”), and Rule 10b-5 promulgated thereunder, by the United States
2 Securities and Exchange Commission (“SEC”), against LifeLock, Todd Davis and Chris
3 Power.

4 15. Defendants moved to dismiss the amended complaint and their motion was
5 granted on August 3, 2016. The operative Second Amended Class Action Complaint (the
6 “Complaint”), alleging violations of Sections 10(b) and 20(a) of the Exchange Act, and
7 Rule 10b-5 promulgated thereunder, was filed on October 14, 2016 against LifeLock,
8 Davis, Power, and Schneider, and challenged statements related to LifeLock’s alert
9 services and PCI-DSS compliance, as well as the FTC’s investigation. Defendants again
10 filed a motion to dismiss, which Lead Plaintiffs opposed.

11 16. On August 21, 2017, the Court issued an Order granting Defendants’ motion
12 to dismiss the Complaint for failure to adequately allege a claim with prejudice (the “MTD
13 Order”). On August 21, 2017, the Court entered judgment in favor of Defendants.

14 17. On September 19, 2017, Lead Plaintiffs filed a notice of appeal to the Ninth
15 Circuit Court of Appeals (“Ninth Circuit”) appealing the MTD Order, as well as all prior
16 orders and rulings merged therein. Lead Plaintiffs appealed from the Court’s dismissal of
17 those alleged misstatements related to the Company’s alert services and did not appeal the
18 dismissal of any alleged misstatements related to LifeLock’s PCI-DSS compliance or the
19 FTC investigation.

20 18. On August 29, 2019, the Ninth Circuit issued an Order reversing in part and
21 affirming in part the Court’s MTD Order, permitting the alerts-related claims under
22 Section 10(b) to proceed against Defendants Davis and Schneider, and LifeLock, and the
23 Section 20(a) claims to proceed as to Defendants Davis, Schneider, and Power. The Ninth
24 Circuit remanded the case for further proceedings consistent with the Order.

25 19. On October 23, 2019, the Parties filed a Proposed Case Management Plan
26 with the Court. The Proposed Case Management Plan contemplated that they would
27 engage in accelerated fact discovery in order to determine whether they could reach a
28 resolution of the matter. On December 3, 2019, the Court issued a scheduling order

1 largely adopting the terms of the Parties' proposed case management plan. The Parties
2 served their respective Rule 26 initial disclosures on November 15, 2019. During the
3 accelerated discovery process the Parties negotiated mutually agreeable search parameters
4 and produced documents responsive thereto. Document productions began on November
5 15, 2019 and were completed by the Parties as of February 21, 2020. In total, Lead
6 Plaintiffs produced 14,671 pages of documents. Defendants produced 62,385 documents.
7 In addition, the deposition of a former LifeLock employee, who provided information
8 about the alerts claims was taken by the Parties.

9 20. On December 5, 2019, Defendants filed their Answer to the Complaint,
10 denying the claims and asserting affirmative defenses.

11 21. In late 2019, Lead Plaintiffs and Defendants began exploring the possibility
12 of a negotiated resolution of the Action and engaged retired District Court Judge Layn
13 Phillips, Esq., a well-respected and highly experienced mediator, to assist them in a
14 potential settlement of the claims against Defendants. On March 4, 2020, the Parties
15 engaged in a full-day mediation session before the Mediator. In advance of that session,
16 the Parties submitted detailed opening and reply mediation statements to the Mediator,
17 together with numerous supporting exhibits, including expert reports, which addressed
18 both liability and damages issues. The Parties were able to reach an agreement in
19 principle to settle the claims against Defendants, resulting in a memorandum of
20 understanding, entered into on March 4, 2020. The Stipulation (together with its exhibits)
21 constitutes the final and binding agreement between the Parties.

22 22. Lead Plaintiffs, through Lead Counsel, represent that they have
23 conducted a thorough investigation relating to the claims, defenses, and underlying
24 events and transactions that are the subject of the Action. This process included
25 reviewing and analyzing: (i) documents filed publicly by the Company with the
26 SEC; (ii) publicly available information, including press releases, news articles, and
27 other public statements issued by or concerning the Company and the Defendants;
28 (iii) research reports issued by financial analysts concerning the Company; (iv)

1 other publicly available information and data concerning the Company, including
2 information concerning LifeLock’s alerting services and data protection; (v) FTC
3 documents, press releases, and filings related to the FTCs regulation and oversight
4 of LifeLock; (vi) documents and communications obtained from the FTC through
5 the Freedom of Information Act (“FOIA”); (vii) pleadings filed in other litigations
6 concerning the events underlying the Complaint, which named certain Defendants
7 herein as defendants or nominal defendants; (viii) 62,385 documents produced by
8 Defendants in connection with accelerated discovery; and (ix) the applicable law
9 governing the claims and potential defenses. Lead Counsel also interviewed 26
10 former LifeLock employees and other persons with relevant knowledge, and
11 consulted with experts on FTC regulations, valuation, damages, and causation
12 issues. The Parties also deposed a former LifeLock employee who provided information
13 concerning the Alerts Claims.

14 **3. Why is this a class action?**

15 23. In a class action, one or more persons or entities (in this case, Lead
16 Plaintiffs), sue on behalf of people and entities who or which have similar claims.
17 Together, these people and entities are a “class,” and each is a “class member.” Bringing a
18 case, such as this one, as a class action allows the adjudication of many similar claims of
19 persons and entities who or which might be too small to bring economically as separate
20 actions. One court resolves the issues for all class members at the same time, except for
21 those who exclude themselves, or “opt-out,” from the class.

22 **4. What are the reasons for the Settlement?**

23 24. The Court did not finally decide in favor of Lead Plaintiffs or Defendants.
24 Instead, both sides agreed to a settlement that will end the Action. Lead Plaintiffs and
25 Lead Counsel believe that the claims asserted in the Action have merit, however, Lead
26 Plaintiffs and Lead Counsel recognize the expense and length of continued proceedings
27 necessary to pursue their claims through trial and appeals, as well as the difficulties in

1 establishing liability and damages. In light of the Settlement and the guaranteed cash
2 recovery to the Settlement Class, Lead Plaintiffs and Lead Counsel believe that the
3 proposed Settlement is fair, reasonable, and adequate, and in the best interests of the
4 Settlement Class.

5 25. Defendants have denied and continue to deny any allegations of wrongdoing
6 contained in the Complaint and further deny that they did anything wrong, that Lead
7 Plaintiffs or the Settlement Class suffered damages or that the price of LifeLock securities
8 was artificially inflated by reasons of alleged misrepresentations, nondisclosures or
9 otherwise. The Settlement should not be seen as an admission or concession on the part of
10 Defendants. Defendants have taken into account the burden, expense, uncertainty,
11 distraction, and risks inherent in any litigation and have concluded that it is desirable to
12 settle upon the terms and conditions set forth in the Stipulation.

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

14 26. The Court directed, for the purposes of the proposed Settlement, that
15 everyone who fits the following description is a Settlement Class Member and subject to
16 the Settlement unless they are an excluded person (see Question 6 below) or take steps to
17 exclude themselves from the Settlement Class (see Question 11 below): ***all Persons and***
18 ***entities who or which purchased or otherwise acquired shares of LifeLock publicly***
19 ***traded common stock and/or call options, and/or sold LifeLock publicly traded put***
20 ***options during the period from July 31, 2014 through July 21, 2015, inclusive, and who***
21 ***were damaged thereby.***

22 27. Receipt of this Notice does not mean that you are a Settlement Class
23 Member. The Parties do not have access to your transactions in LifeLock publicly traded
24 common stock, call options, or put options. Please check your records or contact your
25 broker to see if you are a member of the Settlement Class. If one of your mutual funds
26 purchased LifeLock publicly traded common stock or call options, or sold LifeLock
27 publicly traded put options during the Class Period, that alone does not make you a
Settlement Class Member. You are a Settlement Class Member only if you individually

1 purchased or otherwise acquired LifeLock publicly traded common stock or call options,
2 or sold LifeLock publicly traded put options during the Class Period.

3 **6. Are there exceptions to the definition of the Settlement Class and to being**
4 **included?**

5 28. Yes. There are some individuals and entities who or which are excluded
6 from the Settlement Class by definition. Excluded from the Settlement Class are: (i)
7 Defendants; (ii) members of the immediate families of the Individual Defendants; (iii)
8 LifeLock's subsidiaries and affiliates, including LifeLock's employee retirement and
9 benefit plan(s); (iv) any Person who is or was an officer or director of LifeLock or any of
10 LifeLock's subsidiaries or affiliates during the Class Period; (v) any entity in which any
11 Defendant has a controlling interest; and (vi) the legal representatives, heirs, successors
12 and assigns of any such excluded Person or entity.

13 29. If you sold all of your LifeLock securities prior to the first alleged corrective
14 disclosure, which occurred after the market closed on February 10, 2015, and made no
15 subsequent purchases from February 11, 2015 through July 21, 2015, you are not a
16 member of the Settlement Class because you were not damaged.

17 30. Also excluded from the Settlement Class will be any Person who or which
18 timely and validly seeks exclusion from the Settlement Class in accordance with the
19 procedures described in Question 11 below or whose request is otherwise allowed by the
20 Court.

21 **THE SETTLEMENT BENEFITS**

22 **7. What does the Settlement provide?**

23 31. In exchange for the Settlement and the release of the Released Claims
24 against the Released Defendant Parties, LifeLock, on behalf of itself and the other
25 Defendants, has agreed to create a \$20 million cash fund, which may accrue interest, to be
26 distributed, after deduction of Court-awarded attorneys' fees and litigation expenses,
27 Notice and Administration Expenses, Taxes, and any other fees or expenses approved by
28 the Court (the "Net Settlement Fund"), among all Settlement Class Members who submit

valid Claim Forms and are found to be eligible to receive a distribution from the Net Settlement Fund (“Authorized Claimants”).

8. How can I receive a payment?

32. To qualify for a payment, you must submit a timely and valid Claim Form. A Claim Form is included with this Notice. You can also obtain a Claim Form from the website dedicated to the Settlement: www.bernlieb.com, or from Lead Counsel’s websites, www.bernlieb.com and www.labaton.com. You can request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at (____) ____-____. Please read the instructions contained in the Claim Form carefully, fill out the Claim Form, include all the documents the form requests, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or received no later than** _____, 2020.

9. When will I receive my payment?

33. The Court will hold a Settlement Hearing on _____, 2020 to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It also takes a long time for all of the Claim Forms to be accurately reviewed and processed. Please be patient.

10. What am I giving up to receive a payment or stay in the Settlement Class?

34. If you are a member of the Settlement Class, unless you exclude yourself, you will remain in the class, and that means that, upon the “Effective Date” of the Settlement, you will release all “Released Claims” against the “Released Defendant Parties.”

(a) **“Released Claims”** means any and all claims and causes of action of every nature and description, including both known claims and Unknown Claims (defined below), contingent or absolute, mature or not mature, liquidated or not liquidated, accrued or not accrued, concealed or hidden, regardless of legal or

equitable theory and whether arising under federal, state, common or foreign law, that Lead Plaintiffs or any other Settlement Class Member: (i) asserted in the Action; or (ii) could have asserted in the Action or any forum, domestic or foreign, that arise out of, are based upon, or relate to, directly or indirectly, in whole or in part, to: (a) the allegations, transactions, facts, events, matters or occurrences, representations or omissions involved, set forth, alleged or referred to in the Action; and (b) the purchase of LifeLock's publicly traded common stock and/or call options and/or sale of LifeLock's publicly traded put options during the Class Period. For the avoidance of doubt, Released Claims do not include: (i) claims relating to the enforcement of the Settlement; (ii) any claims arising out of the shareholder derivative action, *In re: LifeLock, Inc. Derivative Litigation*, No. CV2015-054087 (Ariz. Super. Court); and (iii) any claims of Persons who submit a request for exclusion that is accepted by the Court.

(b) **"Released Defendant Parties"** means Defendants, Defendants' Counsel, and each of their respective past or present direct or indirect subsidiaries, parents, affiliates, principals, successors and predecessors, assigns, officers, directors, shareholders, trustees, partners, agents, fiduciaries, contractors, employees, attorneys, auditors, insurers; the spouses, members of the immediate families, representatives, and heirs of the Individual Defendants, as well as any trust of which any Individual Defendant is the settlor or which is for the benefit of any of their immediate family members; any firm, trust, corporation, or entity in which any Defendant has a controlling interest; and any of the legal representatives, heirs, successors in interest or assigns of Defendants.

(c) **"Unknown Claims"** means any and all Released Claims that Lead Plaintiffs or any other Settlement Class Member do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released

1 Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its
2 decision(s) with respect to the Settlement, including the decision to object to the
3 terms of the Settlement or to exclude himself, herself, or itself from the Settlement
4 Class. With respect to any and all Released Claims and Released Defendants'
5 Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs
6 and Defendants shall expressly, and each other Settlement Class Member shall be
7 deemed to have, and by operation of the Judgment or Alternative Judgment shall
8 have, to the fullest extent permitted by law, expressly waived and relinquished any
9 and all provisions, rights and benefits conferred by any law of any state or territory
10 of the United States or foreign law, or principle of common law, which is similar,
11 comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

12 **A general release does not extend to claims that the creditor or releasing**
13 **party does not know or suspect to exist in his or her favor at the time of**
14 **executing the release and that, if known by him or her, would have**
15 **materially affected his or her settlement with the debtor or released**
16 **party.**

17 Lead Plaintiffs, other Settlement Class Members, or Defendants may hereafter
18 discover facts, legal theories, or authorities in addition to or different from those which any
19 of them now knows or believes to be true with respect to the subject matter of the Released
20 Claims and the Released Defendants' Claims, but Lead Plaintiffs and Defendants shall
21 expressly, fully, finally, and forever settle and release, and each Settlement Class Member
22 shall be deemed to have settled and released, and upon the Effective Date and by operation
23 of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and
24 forever, any and all Released Claims and Released Defendants' Claims as applicable,
25 without regard to the subsequent discovery or existence of such different or additional
26 facts, legal theories, or authorities. Lead Plaintiffs and Defendants acknowledge, and other
27 Settlement Class Members by operation of law shall be deemed to have acknowledged,

1 that the inclusion of “Unknown Claims” in the definition of Released Claims and Released
2 Defendants’ Claims was separately bargained for and was a material element of the
3 Settlement.

4 35. The “Effective Date” will occur when an Order entered by the Court
5 approving the Settlement becomes Final and is not subject to appeal. If you remain a
6 member of the Settlement Class, all of the Court’s orders, whether favorable or
7 unfavorable, will apply to you and legally bind you. Upon the Effective Date, Defendants
8 will also provide a release of any claims against Lead Plaintiffs and the Settlement Class
9 arising out of or related to the institution, prosecution, or settlement of the claims in the
10 Action.

11 **EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS**

12 36. If you do not want to be eligible to receive a payment from the Settlement
13 but you want to keep any right you may have to sue or continue to sue the Released
14 Defendant Parties on your own about the Released Claims, then you must take steps to
15 remove yourself from the Settlement Class. This is called excluding yourself or “opting
16 out.” **Please note: if you bring your own claims, Defendants will have the right to**
17 **seek their dismissal. Also, Defendants may terminate the Settlement if Settlement**
18 **Class Members who purchased in excess of a certain amount of shares of LifeLock**
19 **common stock seek exclusion from the Settlement Class.**

20 **11. How do I exclude myself from the Settlement Class?**

21 37. To exclude yourself from the Settlement Class, you must mail a signed letter
22 stating that you “request to be excluded from the Settlement Class in *Miguel Avila, et al. v.*
23 *LifeLock, Inc., et al.*, Case No. 2:15-cv-01398-SRB (D. Ariz).” You cannot exclude
24 yourself by telephone or e-mail. Each request for exclusion must also: (i) state the name,
25 address, and telephone number of the person or entity requesting exclusion; (ii) state the
26 number of LifeLock publicly traded common stock, call options, or put options the person
27 or entity purchased, acquired, and sold during the Class Period, as well as the dates and
28 prices of each such purchase, acquisition and sale; and (iii) be signed by the person or

entity requesting exclusion or an authorized representative. A request for exclusion must be mailed, so that it is **received no later than** _____, _____, to:

LifeLock Securities Litigation

c/o _____

P.O. Box _____

Your exclusion request must comply with these requirements in order to be valid, unless it is otherwise accepted by the Court.

38. If you ask to be excluded, do not submit a Claim Form because you cannot receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement because you will not be a Settlement Class Member. However, if you submit a valid exclusion request, you will not be legally bound by anything that happens in the Action, and you may be able to sue (or continue to sue) Defendants and the other Released Defendant Parties in the future, assuming your claims are timely. If you have a pending lawsuit against any of the Released Defendant Parties, **please speak to your lawyer in the case immediately.**

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

39. The Court appointed the law firms of Bernstein Liebhart LLP and Labaton Sucharow LLP to represent all Settlement Class Members. These lawyers are called "Lead Counsel." You will not be separately charged for these lawyers. The Court will determine the amount of Plaintiffs' Counsel's fees and expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

40. Plaintiffs' Counsel have not received any payment for their services in pursuing the claims against Defendants on behalf of the Settlement Class, nor have they been paid for their litigation expenses. Lead Counsel will ask the Court to award

1 Plaintiffs' Counsel attorneys' fees of no more than 30% of the Settlement Fund, which
2 will include any accrued interest. Plaintiffs' Counsel are Bernstein Liebhard LLP,
3 Labaton Sucharow LLP, and Bonnett, Fairbourn, Friedman, & Balint, P.C. No other
4 attorneys will share in the fee awarded by the Court. Lead Counsel will also seek payment
5 of litigation expenses incurred by Plaintiffs' Counsel in the prosecution of the Action of no
6 more than \$350,000, plus accrued interest, which may include an application in
7 accordance with the PSLRA for the reasonable costs and expenses of Lead Plaintiffs
8 directly related to their representation of the Settlement Class.

9 **OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE**
10 **FEE AND EXPENSE APPLICATION**

11 **15. How do I tell the Court that I do not like something about the proposed**
12 **Settlement?**

13 41. If you are a Settlement Class Member, you can object to the Settlement or
14 any of its terms, the proposed Plan of Allocation, and/or the Fee and Expense Application.
15 You can ask the Court not to approve the Settlement, however you cannot ask the Court to
16 order a different settlement; the Court can only approve or deny this Settlement. If the
17 Court denies approval of the Settlement, no payments will be made to Settlement Class
18 Members, the Parties will return to the position they were in before the Settlement was
19 agreed to, and the Action will continue.

20 42. To object, you must send a signed letter stating that you object to the
21 proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense
22 Application in "*Miguel Avila, et al. v. LifeLock, Inc., et al.*, Case No. 2:15-cv-01398-SRB
23 (D. Ariz)." Your objection must state why you are objecting and whether your objection
24 applies only to you, a subset of the Settlement Class, or the entire Settlement Class. The
25 objection must also: (i) include the name, address, and telephone number of the person or
26 entity objecting; (ii) contain a statement of the objection and the specific reasons for it,
27 including any legal and evidentiary support (including witnesses) the Settlement Class
28 Member wishes to bring to the Court's attention; and (iii) documentation identifying the
number of LifeLock publicly traded common stock, call options, and/or put options the

person or entity purchased, acquired, and sold during the Class Period, as well as the dates and prices of each such purchase, acquisition and sale. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or Lead Counsel's Fee and Expense Application. Your objection must be filed with the Court at the address below, either by mail or in person, **no later than _____, 2020 and** be mailed or delivered to each of the following counsel so that it is **received no later than _____, 2020:**

<u>Court</u>	<u>Lead Counsel</u>	<u>Defendants' Counsel Representatives</u>
Clerk of the Court United States District Court District of Arizona Sandra Day O'Connor U.S. Courthouse, Suite 522 401 West Washington Street, SPC 50 Phoenix, Arizona 85003	Bernstein Liebhard LLP Michael S. Bigin, Esq. 10 East 40 th Street New York, NY 10016 Labaton Sucharow LLP Carol C. Villegas, Esq. 140 Broadway New York, NY 10005	Wilson Sonsini Goodrich & Rosati Boris Feldman, Esq. 650 Page Mill Road Palo Alto, CA 94304

16. What is the difference between objecting and seeking exclusion?

43. Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or Lead Counsel's Fee and Expense Application. You can still recover money from the Settlement. You can object *only* if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, you have no basis to object because the Settlement and the Action no longer affect you.

1 **THE SETTLEMENT HEARING**

2 **17. When and where will the Court decide whether to approve the proposed**
3 **Settlement?**

4 44. The Court will hold the Settlement Hearing on _____, _____ at
5 _____.m., in Courtroom __, United States District Court for the District of Arizona,
6 Sandra Day O'Connor U.S. Courthouse, Suite 522, 401 West Washington Street, SPC 50,
7 Phoenix, Arizona, 85003. At this hearing, the Court will consider, whether: (i) the
8 Settlement is fair, reasonable and adequate, and should be finally approved; (ii) the Plan of
9 Allocation is fair and reasonable, and should be approved; and (iii) Lead Counsel's Fee
10 and Expense Application is reasonable and should be approved. The Court will take into
11 consideration any written objections filed in accordance with the instructions in Question
12 15 above. We do not know how long it will take the Court to make these decisions.

13 45. You should be aware that the Court may change the date and time of the
14 Settlement Hearing, or hold the hearing telephonically, without another notice being sent
15 to Settlement Class Members. If you want to attend the hearing, you should check with
16 Lead Counsel beforehand to be sure that the date and/or time has not changed, check the
17 Settlement website at [www. _____](http://www._____.com), periodically check the Court's website at
18 <https://www.cand.uscourts.gov/cm-ecf>, or periodically check the settlement website at
19 www._____.com to see if the Settlement Hearing stays as calendared or is
20 changed. Subscribers to PACER, a fee-based service, can also view the Court's docket for
21 the Action for updates about the Settlement Hearing through the Court's on-line Case
22 Management/Electronic Case Files System at <https://www.pacer.gov>.

23 **18. Do I have to come to the Settlement Hearing?**

24 46. No. Lead Counsel will answer any questions the Court may have. But, you
25 are welcome to attend at your own expense. If you submit a valid and timely objection,
26 the Court will consider it and you do not have to come to Court to discuss it. You may
27 have your own lawyer attend (at your own expense), but it is not required. If you do hire

1 your own lawyer, he or she must file and serve a Notice of Appearance in the manner
2 described in the answer to Question 19 below **no later than** _____, 2020.

3 **19. May I speak at the Settlement Hearing?**

4 47. You may ask the Court for permission to speak at the Settlement Hearing.
5 To do so, you must include with your objection (*see* Question 15), **no later than**
6 _____, 2020 a statement that you, or your attorney, intend to appear in “*Miguel*
7 *Avila, et al. v. LifeLock, Inc., et al.*, Case No. 2:15-cv-01398-SRB (D. Ariz).” Persons
8 who intend to present evidence at the Settlement Hearing must also include in their
9 objections the identities of any witnesses they may wish to call to testify and any exhibits
10 they intend to introduce into evidence at the hearing. You may not speak at the Settlement
11 Hearing if you exclude yourself or if you have not provided written notice in accordance
12 with the procedures described in this Question 19 and Question 15 above.

13 **IF YOU DO NOTHING**

14 **20. What happens if I do nothing at all?**

15 48. If you do nothing and you are a member of the Settlement Class, you will
16 receive no money from this Settlement and you will be precluded from starting a lawsuit,
17 continuing with a lawsuit, or being part of any other lawsuit against Defendants and the
18 other Released Defendant Parties concerning the Released Claims. To share in the Net
19 Settlement Fund, you must submit a Claim Form (*see* Question 8 above). To start,
20 continue or be part of any other lawsuit against Defendants and the other Released
21 Defendants’ Parties concerning the Released Claims in this case, to the extent it is
22 otherwise permissible to do so, you must exclude yourself from the Settlement Class (*see*
23 Question 11 above).

24 **GETTING MORE INFORMATION**

25 **21. Are there more details about the Settlement?**

26 49. This Notice summarizes the proposed Settlement. More details are in the
27 Stipulation. Lead Counsel’s motions in support of final approval of the Settlement, the

request for attorneys' fees and litigation expenses, and approval of the proposed Plan of Allocation will be filed with the Court no later than _____, 2020 and be available from Lead Counsel, the Claims Administrator, or the Court, pursuant to the instructions below.

50. You may review the Stipulation or documents filed in the case at the Office of the Clerk, United States District Court for the District of Arizona, Sandra Day O'Connor U.S. Courthouse, Suite 522, 401 West Washington Street, SPC 50, Phoenix, Arizona, 85003, on weekdays (other than court holidays) between 9:00 a.m. and 4:00 p.m. Subscribers to PACER can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

51. You can also get a copy of the Stipulation and other case documents by calling the Claims Administrator toll free at (____) ____-____; writing to the Claims Administrator at *LifeLock Securities Litigation*, c/o _____, ____; or visiting the website dedicated to the Settlement, www._____.com or the websites of Lead Counsel, www.bernlieb.com and www.labaton.com.

Please do not call the Court with questions about the Settlement.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND

22. How will my claim be calculated?

52. As discussed above, the Settlement Amount and any interest it earns constitute the Settlement Fund. The Settlement Fund, after the deduction of Court-approved attorneys' fees and litigation expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court, is the Net Settlement Fund. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants – *i.e.*, members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment – in accordance with this proposed Plan of Allocation or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will otherwise be bound by the Settlement. The Court may approve

1 this proposed Plan of Allocation, or modify it, without additional notice to the Settlement
2 Class. Any order modifying the Plan of Allocation will be posted on the settlement
3 website, www._____.com.

4 53. To design the Plan, Lead Counsel have conferred with Lead Plaintiffs'
5 consulting damages expert. The objective of the Plan of Allocation is to distribute the Net
6 Settlement Fund equitably among those Settlement Class Members who suffered
7 economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation
8 is not intended to estimate, or be indicative of, the amounts that Settlement Class Members
9 might have been able to recover after a trial. Because the Net Settlement Fund is less than
10 the total losses alleged to be suffered by Settlement Class Members, the formulas
11 described below for calculating Recognized Losses are not intended to estimate the
12 amounts that will actually be paid to Authorized Claimants. The Plan of Allocation
13 measures the amount of loss that a Settlement Class Member can claim for purposes of
14 making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants.

15 54. For losses to be compensable damages under the federal securities laws, the
16 disclosure of the allegedly misrepresented information must be the cause of the change in
17 the price of the securities at issue. In this case, Lead Plaintiffs alleged that Defendants
18 issued false statements and omitted material facts during the Class Period (July 31, 2014
19 through July 21, 2015) that artificially inflated the price of LifeLock publicly traded
20 common stock and call options (and artificially deflated the price of LifeLock put options)
21 (together the "LifeLock Securities"). It is alleged that corrective information released to
22 the market on February 10, 2015 (after the market closed) and July 21, 2015 (at 1:46 pm
23 ET) impacted the market prices of LifeLock Securities in a statistically significant manner
24 and removed the alleged artificial inflation (or deflation) from the share prices on February
25 11, 2015 and July 21, 2015 (at 1:46 p.m. ET). Accordingly, in order to have a
26 compensable loss in this Settlement, the LifeLock common stock and call options must
27 have been purchased or otherwise acquired during the Class Period and held through at

1 least one of the alleged corrective disclosures listed above and, with respect to put options,
2 those options must have been sold (written) during the Class Period and not closed through
3 at least one of the alleged corrective disclosures.

4 55. An individual Settlement Class Member's recovery will depend on, for
5 example: (a) the total number and value of claims submitted; (b) when the claimant
6 purchased or acquired LifeLock common stock and/or call options (and/or when the
7 claimant sold/wrote put options); and (c) whether and when the claimant sold his, her, or
8 its shares of LifeLock common stock and/or closed his, her, or its positions in LifeLock
9 options.

10 **CALCULATION OF RECOGNIZED LOSS AMOUNTS**

11 56. For purposes of determining whether a claimant has a Recognized Claim,
12 purchases, acquisitions, and sales of LifeLock Securities will first be matched on a First
13 In/First Out ("FIFO") basis. If a Settlement Class Member has more than one
14 purchase/acquisition or sale of any eligible LifeLock Equity Security during the Class
15 Period, all purchases/acquisitions and sales of the like security shall be matched on a FIFO
16 basis. With respect to LifeLock's common stock and call options, Class Period sales will
17 be matched first against any holdings at the beginning of the Class Period and then against
18 purchases/acquisitions in chronological order, beginning with the earliest
19 purchase/acquisition made during the Class Period. For LifeLock's put options, Class
20 Period purchases will be matched first to close-out positions open at the beginning of the
21 Class Period, and then against put options sold (written) during the Class Period in
22 chronological order.

23 57. The Claims Administrator will calculate a "Recognized Loss Amount," as
24 set forth below, for each purchase of LifeLock publicly traded common stock and call
25 options and each sale of LifeLock put options during the Class Period (July 31, 2014
26 through July 21, 2015) that is listed in the Claim Form and for which adequate
27 documentation is provided. To the extent that the calculation of a Claimant's Recognized
28 Loss Amount results in a negative number, that number shall be set to zero.

58. Recognized Loss Amounts for (i) each share of LifeLock publicly traded common stock purchased or acquired on July 31, 2014, (ii) each LifeLock publicly traded call option purchased or acquired on July 31, 2014, and (iii) each LifeLock publicly traded put option sold (written) on July 31, 2014, will be discounted by 95% (*i.e.*, multiplied by 5%).³

59. The sum of a claimant's Recognized Loss Amounts will be the claimant's "Recognized Claim." An Authorized Claimant's "Recognized Claim" shall be the amount used to calculate the Authorized Claimant's *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Claim divided by the total of the Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

COMMON STOCK CALCULATIONS

60. For each share of LifeLock common stock purchased or otherwise acquired during the Class Period and sold before the close of trading on October 16, 2015,⁴ an "Out

³ The class period in the Complaint was originally July 30, 2014 through July 21, 2015. However, the Ninth Circuit held that the alleged misstatements on July 30, 2014, which occurred during after-hours trading and allegedly impacted trading prices on July 31, 2014, were not actionable as pled (*see Oklahoma Police Pension and Retirement System v. LifeLock, Inc.*, 780 F. App'x 480, 483 n. 2 (9th Cir. 2019)). The Class Period begins on July 31, 2014, when LifeLock filed an allegedly misleading quarterly report on Form 10-Q with the SEC during after-hours trading. *See Oklahoma Police Pension and Retirement System v. LifeLock, Inc.*, 780 F. App'x 480, 483 n. 2 (9th Cir. 2019)). Settlement Class members are eligible to receive 5% of the Recognized Loss Amount for their purchases made on July 31, 2014 to account for the risk of Lead Plaintiffs later being unable to re-plead and sustain the dismissed July 30, 2014 statement and the limited effect of the July 31, 2014 statement on after-hours trading.

⁴ Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of LifeLock common stock during the "90-day look-back period," July 21, 2015 through October 16, 2015. The mean (average) closing price for LifeLock common stock during this 90-day look-back period was \$8.45.

of Pocket Loss” will be calculated. Out of Pocket Loss is defined as the purchase price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). To the extent that the calculation of the Out of Pocket Loss results in a negative number, that number shall be set to zero.

61. For each share of LifeLock publicly traded common stock purchased or acquired from July 31, 2014 through and including July 21, 2015 prior to 1:46 p.m. ET⁵ and:

- A. Sold before the opening of trading on February 11, 2015, the Recognized Loss Amount for each such share shall be zero.
- B. Sold after the opening of trading on February 11, 2015 and before the release of corrective information on July 21, 2015 (at 1:46 p.m. ET), the Recognized Loss Amount for each such share shall be *the lesser of*:
 1. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below minus the dollar artificial inflation applicable to each such share on the date of sale as set forth in **Table 1** below; or
 2. the Out of Pocket Loss.
- C. Sold after the release of corrective information on July 21, 2015 (at 1:46 p.m. ET) and before the close of trading on October 16, 2015, the Recognized Loss Amount for each such share shall be *the least of*:
 1. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below; or
 2. the actual purchase/acquisition price of each such share minus the average closing price from July 21, 2015, up to the date of sale as set forth in **Table 2** below; or

⁵ For purposes of this Plan of Allocation, the Claims Administrator will assume that any shares purchased/acquired or sold on July 21, 2015 at any price less than \$15.93 per share occurred after the allegedly corrective information was released to the market at or after 1:46 p.m. ET, and that any shares purchased/acquired or sold on July 21, 2015 at any price equal to or greater than \$15.93 per share occurred before the release of the allegedly corrective information at 1:46 p.m. ET.

1 of Allocation, the dollar artificial inflation per share (i.e., 1/100 of a contract) for each
2 series of LifeLock call options and the dollar artificial deflation per share (i.e., 1/100 of a
3 contract) for each series of LifeLock put options has been calculated by Lead Plaintiffs'
4 damages expert.

5 65. Transactions in LifeLock options that expired before February 11, 2015 have
6 a Recognized Loss Amount of zero under the Plan of Allocation.

7 66. Table 3 sets forth the dollar artificial inflation per share in LifeLock call
8 options during the Class Period. Table 4 sets forth the dollar artificial deflation per share in
9 LifeLock put options during the Class Period. Tables 3 and 4 list only series of LifeLock
10 options that expired on or after February 11, 2015 – the date of the first alleged corrective
11 disclosure.

12 67. For each LifeLock call option purchased or otherwise acquired during the
13 Class Period and closed (through sale, exercise, or expiration) on or after February 11,
14 2015 and before 1:46 p.m. ET on July 21, 2015, and for each LifeLock put option sold
15 (written) during the Class Period and closed (through purchase, exercise, or expiration) on
16 or after February 11, 2015 and before 1:46 p.m. ET on July 21, 2015, an “Out of Pocket
17 Loss” will be calculated. For LifeLock call options closed through sale, the Out of Pocket
18 Loss is the purchase/acquisition price (excluding all fees, taxes, and commissions) minus
19 the sale price (excluding all fees, taxes, and commissions). For LifeLock call options
20 closed through exercise or expiration, the Out of Pocket Loss is the purchase/acquisition
21 price (excluding all fees, taxes, and commissions) minus the value per option on the date
22 of exercise or expiration.⁷ For LifeLock put options closed through purchase, the Out of
23 Pocket Loss is the purchase/acquisition price (excluding all fees, taxes, and commissions)

24
25 ⁷ The “value” of the call option on the date of exercise or expiration shall be the closing price
26 of LifeLock common stock on the date of exercise or expiration minus the strike price of the
27 option. If this number is less than zero, the value of the call option is zero.

1 minus the sale price (excluding all fees, taxes, and commissions).⁸ For LifeLock put
2 options closed through exercise or expiration, the Out of Pocket Loss is the value per
3 option on the date of exercise or expiration minus the sale price (excluding all fees, taxes,
4 and commissions). To the extent that the calculation of the Out of Pocket Loss results in a
5 negative number, that number shall be set to zero.

6 **68. For each LifeLock publicly traded call option purchased or acquired**
7 **from July 31, 2014 through and including July 21, 2015 prior to 1:46 p.m. ET and:**

8 A. Closed (through sale, exercise, or expiration) prior to February 11, 2015, the
9 Recognized Loss Amount for each such share shall be zero.

10 B. Closed (through sale, exercise, or expiration) on or after February 11, 2015 and
11 prior to the release of corrective information on July 21, 2015 (at 1:46 p.m. ET), the
12 Recognized Loss Amount for each such share shall be ***the lesser of:***

13 1. the dollar artificial inflation applicable to each such share on the date of
14 purchase/acquisition as set forth in **Table 3** below minus the dollar artificial
15 inflation applicable to each such share on the date of close as set forth in **Table**
16 **3** below; or

17 2. the Out of Pocket Loss.

18 C. Open as of the release of corrective information on July 21, 2015 (at 1:46 p.m. ET),
19 the Recognized Loss Amount for each such share shall be ***the lesser of:***

20 1. the dollar artificial inflation applicable to each such share on the date of
21 purchase/acquisition as set forth in **Table 3** below; or

22 2. the actual purchase/acquisition price of each such share minus the closing price
23 on July 21, 2015 (i.e., the “Holding Price”) as set forth in **Table 3** below.

24 **69. For each LifeLock publicly traded call option purchased or acquired on**
25 **July 21, 2015 at or after 1:46 p.m. ET, when allegedly corrective information was**
26
27

28 ⁸ The “value” of the put option on the date of exercise or expiration shall be the strike price
29 of the option minus the closing price of LifeLock common stock on the date of exercise or
expiration. If this number is less than zero, the value of the call option is zero.

1 released to the market, the Recognized Loss Amount for each such share shall be
2 zero.

3 70. For each LifeLock publicly traded put option sold (written) from July
4 31, 2014 through and including July 21, 2015 prior to 1:46 p.m. ET and:

5 A. Closed (through purchase, exercise, or expiration) prior to February 11, 2015, the
6 Recognized Loss Amount for each such share shall be zero.

7 B. Closed (through purchase, exercise, or expiration) on or after February 11, 2015 and
8 prior to the release of corrective information on July 21, 2015 (at 1:46 p.m. ET), the
Recognized Loss Amount for each such share shall be *the lesser of*:

9 1. the dollar artificial deflation applicable to each such share on the date of sale
10 (writing) as set forth in **Table 4** below *minus* the dollar artificial deflation
11 applicable to each such share on the date of close as set forth in **Table 4** below;
or

12 2. the Out of Pocket Loss.

13 C. Open as of the release of corrective information on July 21, 2015 (at 1:46 p.m. ET),
14 the Recognized Loss Amount for each such share shall be *the lesser of*:

15 1. the dollar artificial deflation applicable to each such share on the date of sale
16 (writing) as set forth in **Table 4** below; or

17 2. the closing price on July 21, 2015 (i.e., the “Holding Price”) as set forth in
Table 4 below minus the sale (writing) price.

18 71. For each LifeLock publicly traded put option sold (written) on July 21,
19 2015 at or after 1:46 p.m. ET, when allegedly corrective information was released to
20 the market, the Recognized Loss Amount for each such share shall be zero.

21 72. **Maximum Recovery for Options:** The Settlement proceeds available for
22 LifeLock call options purchased during the Class Period and LifeLock put options sold
23 (written) during the Class Period shall be limited to a total amount up to 5% of the Net
24 Settlement Fund, given the unique risks of being able to certify and prove claims
25 based on option trading.

26 **ADDITIONAL PROVISIONS OF THE PLAN OF ALLOCATION**

1 73. Publicly traded LifeLock common stock, call options, and put options are the
2 only securities eligible for recovery under the Plan of Allocation. With respect to
3 LifeLock common stock purchased or sold through the exercise of an option, the
4 purchase/sale date of the LifeLock common stock is the exercise date of the option and the
5 purchase/sale price is the exercise price of the option.

6 74. Purchases or acquisitions and sales of LifeLock Securities shall be deemed
7 to have occurred on the “contract” or “trade” date as opposed to the “settlement” or
8 “payment” date. The receipt or grant by gift, inheritance or operation of law of LifeLock
9 Securities during the Class Period shall not be deemed a purchase, acquisition, or sale of
10 such securities for the calculation of a claimant’s Recognized Claim, nor shall the receipt
11 or grant be deemed an assignment of any claim relating to the purchase/acquisition/sale of
12 such securities unless (i) the donor or decedent purchased/acquired/sold such securities
13 during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on
14 behalf of the decedent, or by anyone else with respect to such securities; and (iii) it is
specifically so provided in the instrument of gift or assignment.

15 75. In accordance with the Plan of Allocation, the Recognized Loss Amount on
16 any portion of a purchase or acquisition of LifeLock common stock that matches against
17 (or “covers”) a “short sale” is zero. The Recognized Loss Amount on a “short sale” that is
18 not covered by a purchase or acquisition is also zero. In the event that a claimant has an
19 opening short position in LifeLock common stock at the start of the Class Period, the
20 earliest Class Period purchases or acquisitions shall be matched against such opening short
21 position in accordance with the FIFO matching described above and any portion of such
22 purchases or acquisition that covers such short sales will not be entitled to recovery. In the
23 event that a claimant newly establishes a short position during the Class Period, the
24 earliest subsequent Class Period purchase or acquisition shall be matched against such
short position on a FIFO basis and will not be entitled to a recovery.

25 76. If a claimant has “written” LifeLock call options, thereby having a short
26 position in the call options, the date of covering such a written position is deemed to be the
27 date of purchase or acquisition of the call option. The date on which the call option was

1 written is deemed to be the date of sale of the call option. In accordance with the Plan of
2 Allocation, the earliest Class Period purchases or acquisitions shall be matched against
3 such short positions in accordance with the FIFO matching described above and any
4 portion of such purchases or acquisitions that cover such short positions will not be
5 entitled to recovery.

6 77. If a claimant has purchased or acquired LifeLock put options, thereby having
7 a long position in the put options, the date of purchase/acquisition is deemed to be the date
8 of purchase/acquisition of the put option. The date on which the put option was sold,
9 exercised, or expired is deemed to be the date of sale of the put option. In accordance with
10 the Plan of Allocation, the earliest sales or dispositions of like put options during the Class
11 Period shall be matched against such long positions in accordance with the FIFO matching
12 described above and any portion of the sales that cover such long positions shall not be
13 entitled to a recovery.

14 78. The Net Settlement Fund will be allocated among all Authorized Claimants
15 whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized
16 Claimant calculates to less than \$10.00, it will not be included in the calculation and a
17 distribution will not be made to that Authorized Claimant.

18 79. Payment according to this Plan of Allocation will be deemed conclusive
19 against all Authorized Claimants. Recognized Claims will be calculated as defined herein
20 by the Claims Administrator and cannot be less than zero.

21 80. Distributions will be made to Authorized Claimants after all claims have
22 been processed and after the Court has finally approved the Settlement. If there is any
23 balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed
24 checks or otherwise) after at least six (6) months from the date of initial distribution of the
25 Net Settlement Fund, the Claims Administrator shall, if feasible and economical after
26 payment of Notice and Administration Expenses, Taxes, and Attorneys' Fees and
27 Expenses, if any, redistribute such balance among Authorized Claimants who have cashed
28 their initial checks in an equitable and economic fashion. Once it is no longer feasible or

1 economical to make further distributions, any balance that still remains in the Net
2 Settlement Fund after such re-distribution(s) and after payment of outstanding Notice and
3 Administration Expenses, Taxes, and Attorneys' Fees and Expenses, if any, shall be
4 contributed to a non-sectarian, not-for-profit charitable organization serving the public
5 interest designated by Lead Plaintiffs and approved by the Court.

6 81. Payment pursuant to the Plan of Allocation, or such other plan as may be
7 approved by the Court, shall be conclusive against all Authorized Claimants. No person
8 shall have any claim against Lead Plaintiffs, Plaintiffs' Counsel, their damages expert,
9 Claims Administrator, or other agent designated by Lead Counsel, arising from
10 determinations or distributions to claimants made substantially in accordance with the
11 Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court.
12 Lead Plaintiffs, Defendants, and all other Released Defendant Parties shall have no
13 responsibility for or liability whatsoever for the investment or distribution of the
14 Settlement Fund or the Net Settlement Fund, the Plan of Allocation or the determination,
15 administration, calculation, or payment of any Claim Form or non-performance of the
16 Claims Administrator, the payment or withholding of Taxes owed by the Settlement Fund
or any losses incurred in connection therewith.

17 **SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES**

18 82. If you purchased or otherwise acquired LifeLock publicly traded common
19 stock and/or call options and/or sold LifeLock publicly traded put options during the Class
20 Period for the beneficial interest of a person or entity other than yourself, the Court has
21 directed that **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE,**
22 **YOU MUST EITHER:** (a) provide to the Claims Administrator the name and last known
23 address of each such person or entity; or (b) request additional copies of this Notice and
24 the Claim Form from the Claims Administrator, which will be provided to you free of
25 charge, and **WITHIN SEVEN (7) DAYS** of receipt, mail the Notice and Claim Form
26 directly to all such persons or entities. If they are available, you must also provide the
27 Claims Administer with the e-mails of the beneficial owners. If you choose to follow

procedure (b), the Court has also directed that, upon making that mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names and mailing addresses used. Upon full and timely compliance with these directions, you may seek reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, upon request and submission of appropriate documentation. All communications concerning the foregoing should be addressed to the Claims Administrator: *LifeLock Securities Litigation*, Claims Administrator, _____, (800) _____, [email], www._____.

Dated: _____, 2020

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE
DISTRICT OF ARIZONA

TABLE 2

**LifeLock Common Stock Closing Price and Average Closing Price
July 21, 2015 – October 16, 2015**

Date	Closing Price	Average Closing Price Between July 21, 2015 and Date Shown		Date	Closing Price	Average Closing Price Between July 21, 2015 and Date Shown
7/21/2015	\$8.15	\$8.15		9/3/2015	\$8.52	\$7.90
7/22/2015	\$8.90	\$8.53		9/4/2015	\$8.54	\$7.92
7/23/2015	\$8.03	\$8.36		9/8/2015	\$8.59	\$7.94
7/24/2015	\$7.79	\$8.22		9/9/2015	\$8.75	\$7.96
7/27/2015	\$7.74	\$8.12		9/10/2015	\$8.76	\$7.99
7/28/2015	\$7.71	\$8.05		9/11/2015	\$8.87	\$8.01
7/29/2015	\$8.57	\$8.13		9/14/2015	\$9.20	\$8.04
7/30/2015	\$8.05	\$8.12		9/15/2015	\$9.06	\$8.06
7/31/2015	\$7.92	\$8.10		9/16/2015	\$9.09	\$8.09
8/3/2015	\$7.55	\$8.04		9/17/2015	\$9.26	\$8.12
8/4/2015	\$7.60	\$8.00		9/18/2015	\$9.19	\$8.14
8/5/2015	\$7.67	\$7.97		9/21/2015	\$9.14	\$8.17
8/6/2015	\$7.69	\$7.95		9/22/2015	\$8.81	\$8.18
8/7/2015	\$7.55	\$7.92		9/23/2015	\$8.73	\$8.19
8/10/2015	\$7.61	\$7.90		9/24/2015	\$8.84	\$8.21

Date	Closing Price	Average Closing Price Between July 21, 2015 and Date Shown	Date	Closing Price	Average Closing Price Between July 21, 2015 and Date Shown
8/11/2015	\$7.61	\$7.88	9/25/2015	\$8.63	\$8.21
8/12/2015	\$7.46	\$7.86	9/28/2015	\$8.44	\$8.22
8/13/2015	\$7.38	\$7.83	9/29/2015	\$8.51	\$8.22
8/14/2015	\$7.32	\$7.81	9/30/2015	\$8.76	\$8.24
8/17/2015	\$7.44	\$7.79	10/1/2015	\$8.76	\$8.25
8/18/2015	\$7.66	\$7.78	10/2/2015	\$8.98	\$8.26
8/19/2015	\$7.69	\$7.78	10/5/2015	\$9.19	\$8.28
8/20/2015	\$7.70	\$7.77	10/6/2015	\$9.19	\$8.29
8/21/2015	\$8.06	\$7.79	10/7/2015	\$9.53	\$8.32
8/24/2015	\$7.87	\$7.79	10/8/2015	\$9.60	\$8.34
8/25/2015	\$7.83	\$7.79	10/9/2015	\$9.72	\$8.36
8/26/2015	\$8.01	\$7.80	10/12/2015	\$9.71	\$8.38
8/27/2015	\$8.21	\$7.81	10/13/2015	\$9.60	\$8.40
8/28/2015	\$8.39	\$7.83	10/14/2015	\$9.40	\$8.42
8/31/2015	\$8.45	\$7.85	10/15/2015	\$9.36	\$8.44
9/1/2015	\$8.28	\$7.87	10/16/2015	\$9.20	\$8.45
9/2/2015	\$8.41	\$7.88			

TABLE 3

LifeLock Call Option Artificial Inflation per Share and Holding Prices

Expiration Date	Strike Price	Call Option Artificial Inflation per Share During Trading Periods		Holding Value
		July 31, 2014 – February 10, 2015	February 11, 2015 – July 21, 2015 (prior to 1:46 p.m. ET)	
2/20/2015	\$10.00	\$1.20	\$0.00	\$0.00
2/20/2015	\$11.00	\$1.18	\$0.00	\$0.00
2/20/2015	\$12.00	\$1.23	\$0.00	\$0.00
2/20/2015	\$13.00	\$1.25	\$0.00	\$0.00
2/20/2015	\$14.00	\$1.10	\$0.00	\$0.00
2/20/2015	\$15.00	\$0.88	\$0.00	\$0.00
2/20/2015	\$16.00	\$0.50	\$0.00	\$0.00
2/20/2015	\$17.00	\$0.25	\$0.00	\$0.00
2/20/2015	\$18.00	\$0.15	\$0.00	\$0.00
2/20/2015	\$19.00	\$0.05	\$0.00	\$0.00
2/20/2015	\$20.00	\$0.08	\$0.00	\$0.00

1	Expiration Date	Strike Price	Call Option Artificial Inflation per Share During Trading Periods		Holding Value
2			July 31, 2014 – February 10, 2015	February 11, 2015 – July 21, 2015 (prior to 1:46 p.m. ET)	
3	2/20/2015	\$22.00	\$0.03	\$0.00	\$0.00
4	3/20/2015	\$10.00	\$1.25	\$0.00	\$0.00
5	3/20/2015	\$11.00	\$1.20	\$0.00	\$0.00
6	3/20/2015	\$13.00	\$1.13	\$0.00	\$0.00
7	3/20/2015	\$14.00	\$0.93	\$0.00	\$0.00
8	3/20/2015	\$15.00	\$0.75	\$0.00	\$0.00
9	3/20/2015	\$16.00	\$0.55	\$0.00	\$0.00
10	3/20/2015	\$17.00	\$0.33	\$0.00	\$0.00
11	3/20/2015	\$18.00	\$0.18	\$0.00	\$0.00
12	3/20/2015	\$19.00	\$0.08	\$0.00	\$0.00
13	5/15/2015	\$9.00	\$1.25	\$0.00	\$0.00
14	5/15/2015	\$10.00	\$1.15	\$0.00	\$0.00
15	5/15/2015	\$11.00	\$1.15	\$0.00	\$0.00
16	5/15/2015	\$12.00	\$1.15	\$0.00	\$0.00
17	5/15/2015	\$13.00	\$0.93	\$0.00	\$0.00
18	5/15/2015	\$14.00	\$0.83	\$0.00	\$0.00
19	5/15/2015	\$15.00	\$0.70	\$0.00	\$0.00
20	5/15/2015	\$16.00	\$0.60	\$0.00	\$0.00
21	5/15/2015	\$17.00	\$0.43	\$0.00	\$0.00
22	5/15/2015	\$18.00	\$0.38	\$0.00	\$0.00
23	5/15/2015	\$19.00	\$0.30	\$0.00	\$0.00
24	5/15/2015	\$20.00	\$0.18	\$0.00	\$0.00
25	5/15/2015	\$21.00	\$0.15	\$0.00	\$0.00
26	5/15/2015	\$22.00	\$0.08	\$0.00	\$0.00
27	5/15/2015	\$23.00	\$0.03	\$0.00	\$0.00
28	8/21/2015	\$7.00	\$0.00	\$7.18	\$1.80
29	8/21/2015	\$8.00	\$7.91	\$6.81	\$1.18
30	8/21/2015	\$9.00	\$7.34	\$6.19	\$0.80
31	8/21/2015	\$10.00	\$6.64	\$5.49	\$0.50
32	8/21/2015	\$11.00	\$5.79	\$4.64	\$0.35
33	8/21/2015	\$12.00	\$4.97	\$3.92	\$0.13
34	8/21/2015	\$13.00	\$4.12	\$2.97	\$0.13
35	8/21/2015	\$14.00	\$3.02	\$2.07	\$0.10
36	8/21/2015	\$15.00	\$2.27	\$1.42	\$0.05
37	8/21/2015	\$16.00	\$1.50	\$0.77	\$0.03
38	8/21/2015	\$17.00	\$0.97	\$0.37	\$0.03
39	8/21/2015	\$18.00	\$0.47	\$0.12	\$0.03
40	8/21/2015	\$19.00	\$0.42	\$0.02	\$0.03

Expiration Date	Strike Price	Call Option Artificial Inflation per Share During Trading Periods		Holding Value
		July 31, 2014 – February 10, 2015	February 11, 2015 – July 21, 2015 (prior to 1:46 p.m. ET)	
8/21/2015	\$20.00	\$0.32	\$0.05	\$0.03
8/21/2015	\$21.00	\$0.20	\$0.07	\$0.03
8/21/2015	\$22.00	\$0.20	\$0.07	\$0.03
8/21/2015	\$23.00	\$0.20	\$0.07	\$0.03
8/21/2015	\$24.00	\$0.10	\$0.07	\$0.03
11/20/2015	\$8.00	\$0.00	\$6.24	\$1.80
11/20/2015	\$9.00	\$0.00	\$5.69	\$1.35
11/20/2015	\$10.00	\$0.00	\$4.96	\$1.08
11/20/2015	\$11.00	\$0.00	\$4.34	\$0.80
11/20/2015	\$12.00	\$0.00	\$3.77	\$0.53
11/20/2015	\$13.00	\$0.00	\$3.02	\$0.48
11/20/2015	\$14.00	\$0.00	\$2.37	\$0.33
11/20/2015	\$15.00	\$0.00	\$1.65	\$0.35
11/20/2015	\$16.00	\$0.00	\$1.22	\$0.23
11/20/2015	\$17.00	\$0.00	\$0.80	\$0.20
11/20/2015	\$18.00	\$0.00	\$0.50	\$0.18
11/20/2015	\$19.00	\$0.00	\$0.25	\$0.23
11/20/2015	\$20.00	\$0.00	\$0.20	\$0.13
2/19/2016	\$13.00	\$0.00	\$3.09	\$0.65
2/19/2016	\$14.00	\$0.00	\$2.42	\$0.65
2/19/2016	\$16.00	\$0.00	\$1.45	\$0.43
2/19/2016	\$17.00	\$0.00	\$0.97	\$0.43
2/19/2016	\$18.00	\$0.00	\$0.65	\$0.43
2/19/2016	\$19.00	\$0.00	\$0.47	\$0.33
2/19/2016	\$20.00	\$0.00	\$0.37	\$0.30

TABLE 4

LifeLock Put Option Artificial Deflation per Share and Holding Prices

Expiration Date	Strike Price	Put Option Artificial Deflation per Share During Trading Periods		Holding Value
		July 31, 2014 – February 10, 2015	February 11, 2015 – July 21, 2015 (prior to 1:46 p.m. ET)	
2/20/2015	\$10.00	\$0.03	\$0.00	\$0.00
2/20/2015	\$15.00	\$0.18	\$0.00	\$0.00
2/20/2015	\$16.00	\$0.53	\$0.00	\$0.00
2/20/2015	\$17.00	\$0.80	\$0.00	\$0.00

	Expiration Date	Strike Price	Put Option Artificial Deflation per Share During Trading Periods		Holding Value
2	2/20/2015	\$18.00	\$0.98	\$0.00	\$0.00
3	2/20/2015	\$19.00	\$1.05	\$0.00	\$0.00
4	3/20/2015	\$12.00	\$0.05	\$0.00	\$0.00
5	3/20/2015	\$14.00	\$0.15	\$0.00	\$0.00
6	3/20/2015	\$15.00	\$0.28	\$0.00	\$0.00
7	3/20/2015	\$16.00	\$0.55	\$0.00	\$0.00
8	5/15/2015	\$10.00	\$0.05	\$0.00	\$0.00
9	5/15/2015	\$11.00	\$0.13	\$0.00	\$0.00
10	5/15/2015	\$12.00	\$0.15	\$0.00	\$0.00
11	5/15/2015	\$13.00	\$0.20	\$0.00	\$0.00
12	5/15/2015	\$14.00	\$0.33	\$0.00	\$0.00
13	5/15/2015	\$15.00	\$0.40	\$0.00	\$0.00
14	5/15/2015	\$16.00	\$0.60	\$0.00	\$0.00
15	5/15/2015	\$17.00	\$0.73	\$0.00	\$0.00
16	5/15/2015	\$18.00	\$0.70	\$0.00	\$0.00
17	5/15/2015	\$19.00	\$0.75	\$0.00	\$0.00
18	5/15/2015	\$20.00	\$0.95	\$0.00	\$0.00
19	5/15/2015	\$22.00	\$1.05	\$0.00	\$0.00
20	8/21/2015	\$7.00	\$0.00	\$0.42	\$0.48
21	8/21/2015	\$9.00	\$1.50	\$1.42	\$1.53
22	8/21/2015	\$10.00	\$2.37	\$2.19	\$2.30
23	8/21/2015	\$11.00	\$3.14	\$2.97	\$3.08
24	8/21/2015	\$12.00	\$4.04	\$3.84	\$3.95
25	8/21/2015	\$13.00	\$4.99	\$4.69	\$4.85
26	8/21/2015	\$14.00	\$5.94	\$5.64	\$5.85
27	8/21/2015	\$15.00	\$6.96	\$6.49	\$6.90
28	8/21/2015	\$16.00	\$7.76	\$7.03	\$7.75
29	8/21/2015	\$17.00	\$8.01	\$7.26	\$8.65
30	8/21/2015	\$18.00	\$8.31	\$7.46	\$9.65
31	8/21/2015	\$20.00	\$8.58	\$7.63	\$11.70
32	8/21/2015	\$25.00	\$8.73	\$7.58	\$16.60
33	9/18/2015	\$16.00	\$0.00	\$6.83	\$7.75
34	11/20/2015	\$9.00	\$0.00	\$1.90	\$2.05
35	11/20/2015	\$10.00	\$0.00	\$2.52	\$2.70
36	11/20/2015	\$11.00	\$0.00	\$3.22	\$3.45
37	11/20/2015	\$12.00	\$0.00	\$3.97	\$4.30
38	11/20/2015	\$13.00	\$0.00	\$4.71	\$5.15
39	11/20/2015	\$14.00	\$0.00	\$5.36	\$6.05
40	11/20/2015	\$15.00	\$0.00	\$5.99	\$7.00
41	11/20/2015	\$16.00	\$0.00	\$6.49	\$7.90

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Expiration Date	Strike Price	Put Option Artificial Deflation per Share During Trading Periods		Holding Value
11/20/2015	\$17.00	\$0.00	\$6.81	\$8.80
11/20/2015	\$18.00	\$0.00	\$7.11	\$9.75
11/20/2015	\$20.00	\$0.00	\$7.43	\$11.65
11/20/2015	\$21.00	\$0.00	\$7.78	\$12.90
2/19/2016	\$12.00	\$0.00	\$4.12	\$4.55
2/19/2016	\$14.00	\$0.00	\$5.29	\$6.25
2/19/2016	\$15.00	\$0.00	\$5.81	\$7.15
2/19/2016	\$16.00	\$0.00	\$6.29	\$8.10
2/19/2016	\$21.00	\$0.00	\$7.53	\$12.80

Exhibit A-2

Kimberly C. Page (AZ # 022631)
BONNETT, FAIRBOURN, FRIEDMAN
& BALINT, P.C.
2325 E. Camelback Road, Suite 300
Phoenix, AZ 85016
Telephone: (602) 274-1100
Facsimile: (602) 274-1199
Email: kpage@bffb.com

*Liaison Counsel for Lead Plaintiffs the Oklahoma Police Pension and Retirement
System and the Oklahoma Firefighters Pension and Retirement System and
Liaison Counsel for the Proposed Class*

*(Lead Counsel for Lead Plaintiffs Oklahoma Police Pension and Retirement
System and Oklahoma Firefighters Pension and Retirement System
and for the Proposed Class Appear on the Signature Page)*

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Miguel Avila, on Behalf of Himself and All
Others Similarly Situated,

Plaintiffs,

v.

LifeLock Inc., Todd Davis, Chris G.
Power, and Hilary A. Schneider,

Defendants.

CASE NO. 2:15-cv-01398-SRB

CLASS ACTION

Hon. Susan R. Bolton

**PROOF OF CLAIM AND
RELEASE**

I. GENERAL INSTRUCTIONS

1. To recover as a member of the Settlement Class based on your claims in the action entitled *Miguel Avila, et al. v. LifeLock, Inc., et al.*, Case No. 2:15-cv-01398-SRB (D. Ariz.) (the “Action”), you must complete and, on page ____ below, sign this Proof of Claim and Release form (“Claim Form”). If you fail to submit a timely and properly addressed (as explained in paragraph 3 below) Claim Form, your claim may be rejected

1 and you may not receive any recovery from the Net Settlement Fund created in connection
2 with the proposed Settlement.

3 2. Submission of this Claim Form, however, does not assure that you will share
4 in the proceeds of the Settlement of the Action.

5 3. **THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT**
6 **WWW._____ NO LATER THAN _____, 2020 OR, IF MAILED, BE**
7 **POSTMARKED NO LATER THAN _____, 2020, ADDRESSED AS**
8 **FOLLOWS:**

9 *LifeLock Securities Litigation*

10 c/o _____

11 P.O. Box _____

12 CITY, STATE ZIP

13 www. _____

14 4. If you are a member of the Settlement Class and you do not timely request
15 exclusion in response to the Notice dated _____, 2020, you are bound by the terms
16 of any judgment entered in the Action, including the releases provided therein,
17 **WHETHER OR NOT YOU SUBMIT A CLAIM FORM OR RECEIVE A PAYMENT.**

18 **II. CLAIMANT IDENTIFICATION**

19 1. If you purchased or otherwise acquired shares of LifeLock publicly traded
20 common stock and/or call options, and/or sold LifeLock publicly traded put options during
21 the period from July 31, 2014 through July 21, 2015, inclusive, (the "Class Period") and
22 held the securities in your name, you are the beneficial owner as well as the record owner.
23 If, however, you purchased or otherwise acquired LifeLock publicly traded common stock
24 and/or call options, and/or sold LifeLock publicly traded put options during the Class
25 Period through a third party, such as a brokerage firm, you are the beneficial owner and the
26 third party is the record owner.

27 2. Use **Part I** of this form entitled "Claimant Information" to identify each
28 beneficial owner of LifeLock publicly traded common stock, call options, and/or LifeLock
publicly traded put options that form the basis of this claim, as well as the owner of record

1 if different. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL
2 OWNERS OR THE LEGAL REPRESENTATIVE OF SUCH OWNERS.

3 3. All joint owners must sign this claim. Executors, administrators, guardians,
4 conservators, and trustees must complete and sign this claim on behalf of persons
5 represented by them and their authority must accompany this claim and their titles or
6 capacities must be stated. The Social Security (or taxpayer identification) number and
7 telephone number of the beneficial owner may be used in verifying the claim. Failure to
8 provide the foregoing information could delay verification of your claim or result in
9 rejection of the claim.

10 **III. IDENTIFICATION OF TRANSACTIONS**

11 1. Use **Part II** of this form entitled "Schedule of Transactions in LifeLock
12 Publicly Traded Common Stock" to supply all required details of your transaction(s) in
13 LifeLock publicly traded common stock. Use **Part III** of this form entitled "Schedule of
14 Transactions in LifeLock Publicly Traded Call Options" to supply all required details of
15 your transaction(s) in LifeLock publicly traded call options. Use **Part IV** of this form
16 entitled "Schedule of Transactions in LifeLock Publicly Traded Put Options" to supply all
17 required details of your transaction(s) in LifeLock publicly traded put options. If you need
18 more space or additional schedules, attach separate sheets giving all of the required
19 information in substantially the same form. Sign and print or type your name on each
20 additional sheet.

21 2. On the schedules, provide all of the requested information with respect to
22 your holdings, purchases, acquisitions, and sales of LifeLock publicly traded common
23 stock, call options, and/or put options whether the transactions resulted in a profit or a loss.
24 Failure to report all such transactions may result in the rejection of your claim.

25 3. The date of covering a "short sale" is deemed to be the date of purchase of
26 LifeLock publicly traded common stock, call options, and/or sale of put options. The date
27 of a "short sale" is deemed to be the date of sale.

28 4. Copies of broker confirmations or other documentation of your transactions
must be attached to your claim. Failure to provide this documentation could delay
verification of your claim or result in rejection of your claim. **THE PARTIES DO NOT**

HAVE INFORMATION ABOUT YOUR TRANSACTIONS IN LIFELOCK PUBLICLY TRADED COMMON STOCK, CALL OPTIONS, AND/OR PUT OPTIONS.

5. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All claimants MUST submit a manually signed paper Claim Form whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at () - to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

PART I – CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner's First Name	MI	Beneficial Owner's Last Name
Co-Beneficial Owner's First Name	MI	Co-Beneficial Owner's Last Name
Entity Name (if claimant is not an individual)		
Representative or Custodian Name (if different from Beneficial Owner(s) listed above)		
Address1 (street name and number)		
Address2 (apartment, unit, or box number)		
City	State	ZIP/Postal Code
Foreign Country (only if not USA)	Foreign Country (only if not USA)	
Social Security Number	Taxpayer Identification Number	
- -	OR -	
Telephone Number (home)	Telephone Number (work)	
- -	- -	

[illegible][illegible]

☐ Individual (includes joint owner accounts)

□ Corporation

☐ IRA/401K

☐ Pension Plan

☐ Trust

☐ Estate

☐ Other _____ (please specify)

PART II: TRANSACTIONS IN LIFELOCK PUBLICLY TRADED COMMON STOCK

1. BEGINNING HOLDINGS – State the total number of shares of common stock held as of the opening of trading on July 31, 2014. If none, write “0” or “Zero.” (Must be documented.)

2. PURCHASES/ACQUISITIONS DURING THE CLASS PERIOD – Separately list each and every purchase/acquisition of common stock from after the opening of trading on July 31, 2014 through and including prior to 1:46 p.m. ET on July 21, 2015. (Must be documented.)¹

Date of Purchase (List Chronologically) (MM/DD/YY)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding taxes, commissions and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$

3. PURCHASES/ACQUISITIONS DURING 90-DAY LOOKBACK PERIOD – State the total number of shares of common stock purchased/acquired after 1:46 p.m. ET on July 21, 2015 through and including the close of trading on October 16, 2015.² (Must be documented.)

4. SALES DURING THE CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD – Separately list each and every sale/disposition of common stock from after the opening of trading on July 31, 2014 through and including the close of trading on October 16, 2015. (Must be documented.)

Date of Sale (List Chronologically) (MM/DD/YY)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$

5. ENDING HOLDINGS – State the total number of shares of common stock held as of the close of trading on October 16, 2015. If none, write “0” or “Zero.” (Must be documented.)

¹ For purposes of this Settlement and the Plan of Allocation, the Claims Administrator will assume that any shares purchased/acquired or sold on July 21, 2015 at any price less than \$15.93 per share occurred after the allegedly corrective information was released to the market at or after 1:46 p.m. ET, and that any shares purchased/acquired or sold on July 21, 2015 at any price equal to or greater than \$15.93 per share occurred before the release of the allegedly corrective information at 1:46 p.m. ET.

² Information requested in this Claim Form with respect to your transactions after 1:46 p.m. ET on July 21, 2015 through and including the close of trading on October 16, 2015, is needed only in order to balance your claim. Purchases/acquisitions/ sales of put options during this period are not eligible for a recovery in the Settlement because they are outside the Class Period.

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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX**

PART III: TRANSACTIONS IN LIFELOCK PUBLICLY TRADED CALL OPTIONS

1. BEGINNING HOLDINGS – State the total number of call option contracts held as of the opening of trading on July 31, 2014. If none, write “0” or “Zero.” (Must be documented.)							
Strike Price of Call Option Contract		Number of Call Option Contracts Held			Expiration Date of Call Option Contract (MM/DD/YY)		
\$							
\$							
\$							
\$							
2. PURCHASES/ACQUISITIONS DURING THE CLASS PERIOD – Separately list each and every purchase/acquisition of call option contracts from after the opening of trading on July 31, 2014 through and including prior to 1:46 p.m. ET on July 21, 2015. (Must be documented.)							
Date of Purchase (List Chronologically) (MM/DD/YY)	Strike Price of Call Option Contract	Number of Call Option Contracts Purchased	Purchase Price Per Call Option Contract	Total Purchase Price (excluding taxes, commissions and fees)	Insert “E” if Exercised. Insert “X” if Expired	Exercise Date (MM/DD/YY)	Expiration Date of Call Option Contract (MM/DD/YY)
	\$		\$	\$			
	\$		\$	\$			
	\$		\$	\$			
	\$		\$	\$			
3. SALES DURING THE CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD – Separately list each and every sale/disposition of the call option contracts listed in #2 above from after the opening of trading on July 31, 2014 through and including the close of trading on October 16, 2015. (Must be documented.)							
Date of Sale (List Chronologically) (MM/DD/YY)	Strike Price of Call Option Contract	Number of Call Option Contracts Sold	Sale Price Per Call Option Contract	Total Sale Price (excluding taxes, commissions and fees)	Insert “A” if Assigned. Insert “X” if Expired	Expiration Date of Call Option Contract (MM/DD/YY)	
	\$		\$	\$			
	\$		\$	\$			
	\$		\$	\$			
	\$		\$	\$			
4. ENDING HOLDINGS – State the total number of call option contracts open after the close of trading on October 16, 2015. If none, write “0” or “Zero.” (Must be documented.)							
Strike Price of Call Option Contract		Number of Call Option Contracts Held			Expiration Date of Call Option Contract (MM/DD/YY)		
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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX** ☐

PART IV: TRANSACTIONS IN LIFELOCK PUBLICLY TRADED PUT OPTIONS

1. BEGINNING HOLDINGS – State the total number of put option contracts held as of the opening of trading on July 31, 2014. If none, write “0” or “Zero.” (Must be documented.)

Strike Price of Put Option Contract	Number of Put Option Contracts Held	Expiration Date of Put Option Contract (MM/DD/YY)
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2. SALES (WRITING OF PUT OPTIONS) DURING THE CLASS PERIOD – Separately list each and every sale (writing) of put option contracts from after the opening of trading on July 31, 2014 through and including prior to 1:46 p.m. ET on July 21, 2015. (Must be documented.)

Date of Sale (Writing) (List Chronologically (MM/DD/YY))	Strike Price of Put Option Contract	Number of Put Option Contracts Sold (Written)	Sale Price Per Put Option Contract	Total Sale Price (excluding taxes, commissions and fees)	Insert “E” if Exercised. Insert “X” if Expired.	Expiration Date of Put Option Contract (MM/DD/YY)
	\$		\$	\$		
	\$		\$	\$		
	\$		\$	\$		
	\$		\$	\$		

3. RE-PURCHASES DURING THE CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD – Separately list each and every re-purchase of put option contracts listed in #2 above from after the opening of trading on July 31, 2014 through and including the close of trading on October 16, 2015. (Must be documented.)

Date of Re-Purchase (List Chronologically) (MM/DD/YY)	Strike Price of Put Option Contract	Number of Put Option Contracts Purchased	Purchase Price Per Put Option Contract	Total Purchase Price (excluding taxes, commissions and fees)	Expiration Date of Put Option Contract (MM/DD/YY)
	\$		\$	\$	
	\$		\$	\$	
	\$		\$	\$	
	\$		\$	\$	

4. ENDING HOLDINGS – State the total number of put option contracts held as of the close of trading on October 16, 2015. If none, write “0” or “Zero.” (Must be documented.)

Strike Price of Put Option Contract	Number of Put Option Contracts Held	Expiration Date of Put Option Contract (MM/DD/YY)
\$		
\$		
\$		

\$		
IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX		
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**IV. SUBMISSION TO JURISDICTION OF COURT AND
ACKNOWLEDGMENTS**

By signing and submitting this Claim Form, the claimant(s) or the person(s) acting on behalf of the claimant(s) certify(ies) that: I (We) submit this Claim Form under the terms of the Plan of Allocation of Net Settlement Fund described in the accompanying Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Arizona (the "Court") with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I (we) will be bound by the terms of any judgment entered in connection with the Settlement in the Action, including the releases set forth therein. I (We) agree to furnish additional information to the Claims Administrator to support this claim, such as additional documentation for transactions in eligible LifeLock securities, if required to do so. I (We) have not submitted any other claim covering the same transactions in publicly traded LifeLock common stock or call or put options during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASES, WARRANTIES, AND CERTIFICATION

1. I (We) hereby warrant and represent that I am (we are) a Settlement Class Member as defined in the Notice, that I am (we are) not excluded from the Settlement Class, that I am (we are) not one of the "Released Defendant Parties" as defined in the accompanying Notice.

2. As a Settlement Class Member, I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge with prejudice the Released Claims as to each and all of the Released Defendant Parties (as these terms are defined in the accompanying Notice). This release shall be of no force or effect unless and until the Court approves the Settlement and it becomes effective on the Effective Date.

1 3. I (We) hereby warrant and represent that I (we) have not assigned or
2 transferred or purported to assign or transfer, voluntarily or involuntarily, any matter
3 released pursuant to this release or any other part or portion thereof.

4 4. I (We) hereby warrant and represent that I (we) have included information
5 about all of my (our) purchases, acquisitions and sales of publicly traded LifeLock
6 common stock, and call or put options that occurred during the Class Period and the
7 number of securities held by me (us), to the extent requested.

8 5. I (We) certify that I am (we are) NOT subject to backup tax withholding. (If
9 you have been notified by the Internal Revenue Service that you are subject to backup
10 withholding, please strike out the prior sentence.)

11 I (We) declare that all of the foregoing information supplied by the undersigned is
12 true and correct.

13 Executed this _____ day of _____, 2020

14
15 _____
16 Signature of Claimant

Type or print name of Claimant

17 _____
18 Signature of Joint Claimant, if any

Type or print name of Joint Claimant

19 _____
20 Signature of person signing on behalf
of Claimant

Type or print name of person signing
on behalf of Claimant

21 _____
22 Capacity of person signing on behalf of Claimant, if other than an individual (e.g.,
23 Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)
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REMINDER CHECKLIST:

1. Please sign this Claim Form.
2. DO NOT HIGHLIGHT THE CLAIM FORM OR YOUR SUPPORTING DOCUMENTATION.
3. Attach only copies of supporting documentation as these documents will not be returned to you.
4. Keep a copy of your Proof of Claim for your records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. **Your claim is not deemed submitted until you receive an acknowledgment postcard.** If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at XXX-XXX-XXXX.
6. If you move after submitting this Claim Form please notify the Claims Administrator of the change in your address, otherwise you may not receive additional notices or payment.

Exhibit A-3

Kimberly C. Page (AZ # 022631)
BONNETT, FAIRBOURN, FRIEDMAN
& BALINT, P.C.
2325 E. Camelback Road, Suite 300
Phoenix, AZ 85016
Telephone: (602) 274-1100
Facsimile: (602) 274-1199
Email: kpage@bffb.com

*Liaison Counsel for Lead Plaintiffs the Oklahoma Police Pension and Retirement
System and the Oklahoma Firefighters Pension and Retirement System and
Liaison Counsel for the Proposed Class*

*(Lead Counsel for Lead Plaintiffs Oklahoma Police Pension and Retirement
System and Oklahoma Firefighters Pension and Retirement System
and for the Proposed Class Appear on the Signature Page)*

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Miguel Avila, on Behalf of Himself and All
Others Similarly Situated,

Plaintiffs,

v.

LifeLock Inc., Todd Davis, Chris G.
Power, and Hilary A. Schneider,

Defendants.

CASE NO. 2:15-cv-01398-SRB

CLASS ACTION

Hon. Susan R. Bolton

**SUMMARY NOTICE OF
PENDENCY OF CLASS
ACTION, PROPOSED
SETTLEMENT, AND
MOTION FOR ATTORNEYS'
FEES AND EXPENSES**

**To: All persons and entities who or which purchased or otherwise acquired
shares of LifeLock, Inc. ("LifeLock") publicly traded common stock and/or
call options, and/or sold LifeLock publicly traded put options during the
period from July 31, 2014 through July 21, 2015, inclusive, and who were
damaged thereby ("Settlement Class").**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil
Procedure and an Order of the United States District Court for the District of Arizona, that
Court-appointed Lead Plaintiffs, on behalf of themselves and all members of the proposed

1 Settlement Class, and LifeLock, Todd Davis, Chris Power, and Hilary Schneider
2 (collectively, “Defendants”), have reached a proposed settlement of the claims in the
3 above-captioned class action (the “Action”) in the amount of \$20,000,000 (the
4 “Settlement”).

5 A hearing will be held before the Honorable Susan R. Bolton, on _____,
6 2020, at ____ a.m. in Courtroom ____ of the United States District Court for the District of
7 Arizona, Sandra Day O’Connor U.S. Courthouse, Suite 522, 401 West Washington Street,
8 SPC 50, Phoenix, Arizona, 85003 (the “Settlement Hearing”) to, among other things,
9 determine whether the Court should: (i) approve the proposed Settlement as fair,
10 reasonable, and adequate; (ii) dismiss the Action with prejudice as provided in the
11 Stipulation and Agreement of Settlement, dated _____, 2020; (iii) approve the proposed
12 Plan of Allocation for distribution of the settlement funds available for distribution to
13 Settlement Class Members (the “Net Settlement Fund”); and (iv) approve Lead Counsel’s
14 Fee and Expense Application. The Court may change the date of the Settlement Hearing,
15 or hold it telephonically, without providing another notice. You do NOT need to attend
16 the Settlement Hearing to receive a distribution from the Net Settlement Fund.

17 **IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR**
18 **RIGHTS WILL BE AFFECTED BY THE PROPOSED SETTLEMENT AND YOU**
19 **MAY BE ENTITLED TO A MONETARY PAYMENT.** If you have not yet received a
20 full Notice and Claim Form, you may obtain copies of these documents by visiting the
21 website of the Claims Administrator, www._____, or by contacting the Claims
22 Administrator at:

23 *LifeLock Securities Litigation*

24 c/o _____

25 P.O. Box _____

26 _____
City, State Zipcode

27 www._____

28 _____-_____

1 Inquiries, other than requests for the Notice/Claim Form or for information about
2 the status of a claim, may also be made to Lead Counsel:

3 **BERNSTEIN LIEBHARD LLP**

4 Michael S. Bigin, Esq.
5 10 East 40th Street
6 New York, NY 10016
7 www.bernlieb.com
8 212-779-1414

9 **LABATON SUCHAROW LLP**

10 Carol C. Villegas, Esq.
11 140 Broadway
12 New York, NY 10005
13 www.labaton.com
14 888-219-6877

15 If you are a Settlement Class Member, to be eligible to share in the distribution of
16 the Net Settlement Fund, you must submit a Claim Form ***postmarked or submitted online***
17 ***no later than*** _____, **2020**. If you are a Settlement Class Member and do not
18 timely submit a valid Claim Form, you will not be eligible to share in the distribution of
19 the Net Settlement Fund, but you will nevertheless be bound by all judgments or orders
20 entered by the Court relating to the Settlement, whether favorable or unfavorable.

21 If you are a Settlement Class Member and wish to exclude yourself from the
22 Settlement Class, you must submit a written request for exclusion in accordance with the
23 instructions set forth in the Notice such that it is ***received no later than*** _____
24 _____, **2020**. If you properly exclude yourself from the Settlement Class, you will not be
25 bound by any judgments or orders entered by the Court relating to the Settlement, whether
26 favorable or unfavorable, and you will not be eligible to share in the distribution of the Net
27 Settlement Fund.

28 Any objections to the proposed Settlement, Lead Counsel's Fee and Expense
Application, and/or the proposed Plan of Allocation must be filed with the Court, either by
mail or in person, and be mailed to counsel for the Parties in accordance with the
instructions in the Notice, such that they are ***received no later than*** _____,
2020.

PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR
 DEFENDANTS' COUNSEL REGARDING THIS NOTICE.

DATED: _____, 2020

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

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Exhibit B

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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Miguel Avila, on Behalf of Himself and All
Others Similarly Situated,

Plaintiffs,

v.

LifeLock Inc., Todd Davis, Chris G.
Power, and Hilary A. Schneider,

Defendants.

CASE NO. 2:15-cv-01398-SRB

CLASS ACTION

Hon. Susan R. Bolton

**[PROPOSED] FINAL ORDER
AND JUDGMENT**

WHEREAS:

A. As of March _____, 2020, Oklahoma Police Pension and Retirement System and Oklahoma Firefighters Pension and Retirement System (collectively, “Lead Plaintiffs”) and all other members of the Settlement Class, on the one hand, and LifeLock, Inc. (“LifeLock,” or “the Company”), Todd Davis, Chris Power, and Hilary Schneider (collectively, “Defendants”), on the other, entered into a Stipulation and Agreement of Settlement (the “Stipulation”) in the above-titled litigation (the “Action”);

B. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, entered _____, 2020 (the “Preliminary Approval Order”), the

1 Court scheduled a hearing for _____, 2020, at __:___.m. (the "Settlement Hearing")
2 to, among other things: (i) determine whether the proposed Settlement of the Action on the
3 terms and conditions provided for in the Stipulation is fair, reasonable, and adequate, and
4 should be approved by the Court; (ii) determine whether a judgment as provided for in the
5 Stipulation should be entered; and (iii) rule on Lead Counsel's Fee and Expense
6 Application;

7 C. The Court ordered that the Notice of Pendency of Class Action, Proposed
8 Settlement, and Motion for Attorneys' Fees and Expenses (the "Notice") and a Proof of
9 Claim and Release form ("Claim Form"), substantially in the forms attached to the
10 Preliminary Approval Order as Exhibits 1 and 2, respectively, be mailed by first-class
11 mail, postage prepaid, on or before ten (10) business days after the date of entry of the
12 Preliminary Approval Order ("Notice Date") to all potential Settlement Class Members
13 who could be identified through reasonable effort, and that a Summary Notice of Pendency
14 of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses (the
15 "Summary Notice"), substantially in the form attached to the Preliminary Approval Order
16 as Exhibit 3, be published in *Investor's Business Daily* and transmitted over *PR Newswire*
17 within fourteen (14) calendar days of the Notice Date;

18 D. The Notice and the Summary Notice advised potential Settlement Class
19 Members of the date, time, place, and purpose of the Settlement Hearing. The Notice
20 further advised that any objections to the Settlement were required to be filed with the
21 Court and served on counsel for the Parties such that they were received by _____,
22 2020;

23 E. The provisions of the Preliminary Approval Order as to notice were
24 complied with;

25 F. On _____, 2020, Lead Plaintiffs moved for final approval of the
26 Settlement, as set forth in the Preliminary Approval Order. The Settlement Hearing was
27 duly held before this Court on _____, 2020, at which time all interested Persons were
28 afforded the opportunity to be heard; and

1 G. This Court has duly considered Lead Plaintiffs' motion for final approval of
2 the Settlement, the affidavits, declarations, memoranda of law submitted in support
3 thereof, the Stipulation, and all of the submissions and arguments presented with respect to
4 the proposed Settlement;

5 NOW, THEREFORE, after due deliberation, IT IS ORDERED, ADJUDGED
6 AND DECREED that:

7 1. This Judgment incorporates and makes a part hereof: (i) the Stipulation
8 filed with the Court on March ____, 2020; and (ii) the Notice, which was filed with the
9 Court on ____, 2020. Capitalized terms not defined in this Judgment shall have the
10 meaning set forth in the Stipulation.

11 2. This Court has jurisdiction over the subject matter of the Action and over all
12 Parties to the Action, including all Settlement Class Members.

13 3. The Court hereby affirms its determinations in the Preliminary Approval
14 Order and finally certifies, for purposes of the Settlement only, pursuant to Rules 23(a)
15 and (b)(3) of the Federal Rules of Civil Procedure, the Settlement Class of: all persons
16 and entities who or which purchased or otherwise acquired shares of LifeLock publicly
17 traded common stock and/or call options, and/or sold LifeLock publicly traded put options
18 during the period from July 31, 2014 through July 21, 2015, inclusive, and who were
19 damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) members
20 of the immediate families of the Individual Defendants; (iii) LifeLock subsidiaries and
21 affiliates, including LifeLock employee retirement and benefit plan(s); (iv) any person
22 who is or was an officer or director of LifeLock or any of LifeLock subsidiaries or
23 affiliates during the Class Period; (v) any entity in which any Defendant has a controlling
24 interest; and (vi) the legal representatives, heirs, successors and assigns of any such
25 excluded person or entity. Also excluded from the Settlement Class are those Persons
26 who or which have timely and validly sought exclusion from the Settlement Class and are
27 listed on the annexed Exhibit A as having submitted an exclusion request allowed by the
28 Court.

1 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and for
2 purposes of the Settlement only, the Court hereby re-affirms its determinations in the
3 Preliminary Approval Order and finally certifies Oklahoma Police Pension and
4 Retirement System and Oklahoma Firefighters Pension and Retirement System as Class
5 Representatives for the Settlement Class; and finally appoints the law firms of Bernstein
6 Liebhard LLP and Labaton Sucharow LLP as Class Counsel for the Settlement Class and
7 the law firm of Bonnett, Fairbourn, Friedman & Balint, P.C. as Liaison Counsel for the
8 Settlement Class.

9 5. The Court finds that the mailing and publication of the Notice, Summary
10 Notice, and Claim Form: (i) complied with the Preliminary Approval Order; (ii)
11 constituted the best notice practicable under the circumstances; (iii) constituted notice that
12 was reasonably calculated to apprise Settlement Class Members of the effect of the
13 Settlement, of the proposed Plan of Allocation, of Lead Counsel's request for an award of
14 attorney's fees and payment of litigation expenses incurred in connection with the
15 prosecution of the Action, of Settlement Class Members' right to object or seek exclusion
16 from the Settlement Class, and of their right to appear at the Settlement Hearing; (iv)
17 constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of
18 the proposed Settlement; and (v) satisfied the notice requirements of Rule 23 of the
19 Federal Rules of Civil Procedure, the United States Constitution (including the Due
20 Process Clause), and Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C.
21 § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995 (the
22 "PSLRA").

23 6. [There have been no objections to the Settlement.]

24 7. Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court
25 hereby approves the Settlement and finds that in light of the benefits to the Settlement
26 Class, the complexity and expense of further litigation, and the costs of continued
27 litigation, said Settlement is, in all respects, fair, reasonable, and adequate, having
28 considered and found that: (a) Lead Plaintiffs and Lead Counsel have adequately

1 represented the Settlement Class; (b) the proposal was negotiated at arm's-length; (c) the
2 relief provided for the Settlement Class is adequate, having taken into account (i) the
3 costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of
4 distributing relief to the Settlement Class, including the method of processing Settlement
5 Class Member claims; (iii) the terms of any proposed award of attorneys' fees, including
6 timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3);
7 and (d) the proposed Plan of Allocation treats Settlement Class Members equitably
8 relative to each other. Accordingly, the Settlement is hereby approved in all respects and
9 shall be consummated in accordance with the terms and provisions of the Stipulation.

10 8. The Second Amended Class Action Complaint (the "Complaint"), filed on
11 October 14, 2016, is dismissed in its entirety, with prejudice, and without costs to any
12 Party, except as otherwise provided in the Stipulation.

13 9. The Court finds that during the course of the Action, the Parties and their
14 respective counsel at all times complied with the requirements of Rule 11 of the Federal
15 Rules of Civil Procedure.

16 10. Upon the Effective Date, Lead Plaintiffs and each and every other
17 Settlement Class Member, on behalf of themselves and each of their respective heirs,
18 executors, trustees, administrators, predecessors, successors, and assigns, in their
19 capacities as such, shall be deemed to have fully, finally, and forever waived, released,
20 discharged, and dismissed each and every one of the Released Claims against each and
21 every one of the Released Defendant Parties and shall forever be barred and enjoined from
22 commencing, instituting, prosecuting, or maintaining any and all of the Released Claims
23 against any and all of the Released Defendant Parties.

24 11. Upon the Effective Date, Defendants, on behalf of themselves and each of
25 their respective heirs, executors, trustees, administrators, predecessors, successors, and
26 assigns, in their capacities as such, shall be deemed to have fully, finally, and forever
27 waived, released, discharged, and dismissed each and every one of the Released
28 Defendants' Claims against each and every one of the Released Plaintiff Parties and shall

1 forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining
2 any and all of the Released Defendants' Claims against any and all of the Released
3 Plaintiff Parties.

4 12. Each Settlement Class Member, whether or not such Settlement Class
5 Member executes and delivers a Claim Form, is bound by this Judgment, including,
6 without limitation, the release of claims as set forth in the Stipulation.

7 13. This Judgment and the Stipulation, whether or not consummated, and any
8 discussion, negotiation, proceeding, or agreement relating to the Stipulation, the
9 Settlement, and any matter arising in connection with settlement discussions or
10 negotiations, proceedings, or agreements, shall not be offered or received against or to the
11 prejudice of the Parties or their respective counsel, for any purpose other than in an action
12 to enforce the terms hereof, and in particular:

13 (a) do not constitute, and shall not be offered or received against or to
14 the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of
15 any presumption, concession, or admission by Defendants with respect to the truth of any
16 allegation by Lead Plaintiffs and the Settlement Class, or the validity of any claim that has
17 been or could have been asserted in the Action or in any litigation, including but not
18 limited to the Released Claims, or of any liability, damages, negligence, fault or
19 wrongdoing of Defendants or any person or entity whatsoever;

20 (b) do not constitute, and shall not be offered or received against or to
21 the prejudice of Defendants as evidence of a presumption, concession, or admission of
22 any fault, misrepresentation, or omission with respect to any statement or written
23 document approved or made by Defendants, or against or to the prejudice of Lead
24 Plaintiffs, or any other member of the Settlement Class as evidence of any infirmity in the
25 claims of Lead Plaintiffs, or the other members of the Settlement Class;

26 (c) do not constitute, and shall not be offered or received against or to
27 the prejudice of Defendants, Lead Plaintiffs, any other member of the Settlement Class, or
28 their respective counsel, as evidence of a presumption, concession, or admission with

1 respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any
2 way referred to for any other reason against or to the prejudice of any of the Defendants,
3 Lead Plaintiffs, other members of the Settlement Class, or their respective counsel, in any
4 other civil, criminal, or administrative action or proceeding, other than such proceedings
5 as may be necessary to effectuate the provisions of the Stipulation;

6 (d) do not constitute, and shall not be construed against Defendants,
7 Lead Plaintiffs, or any other member of the Settlement Class, as an admission or
8 concession that the consideration to be given hereunder represents the amount that could
9 be or would have been recovered after trial; and

10 (e) do not constitute, and shall not be construed as or received in
11 evidence as an admission, concession, or presumption against Lead Plaintiffs, or any other
12 member of the Settlement Class that any of their claims are without merit or infirm or that
13 damages recoverable under the Complaint would not have exceeded the Settlement
14 Amount.

15 14. The administration of the Settlement, and the decision of all disputed
16 questions of law and fact with respect to the validity of any claim or right of any Person to
17 participate in the distribution of the Net Settlement Fund, shall remain under the authority
18 of this Court.

19 15. In the event that the Settlement does not become effective in accordance
20 with the terms of the Stipulation, then this Judgment shall be rendered null and void to the
21 extent provided by and in accordance with the Stipulation and shall be vacated, and in
22 such event, all orders entered and releases delivered in connection herewith shall be null
23 and void to the extent provided by and in accordance with the Stipulation.

24 16. Without further order of the Court, the Parties may agree to reasonable
25 extensions of time to carry out any of the provisions of the Stipulation.

26 17. The Parties are hereby directed to consummate the Stipulation and to
27 perform its terms.
28

1 18. A separate order shall be entered regarding Lead Counsel's application for
2 attorneys' fees and payment of expenses as allowed by the Court. A separate order shall
3 be entered regarding the proposed Plan of Allocation for the Net Settlement Fund. Such
4 orders shall in no way disturb or affect this Judgment and shall be considered separate
5 from this Judgment.

6 19. Without affecting the finality of this Judgment in any way, this Court hereby
7 retains continuing jurisdiction over: (i) implementation of the Settlement; (ii) the
8 allowance, disallowance or adjustment of any Settlement Class Member's claim on
9 equitable grounds and any award or distribution of the Settlement Fund; (iii) disposition
10 of the Settlement Fund; (iv) any applications for attorneys' fees, costs, interest and
11 payment of expenses in the Action; (v) all Parties for the purpose of construing, enforcing
12 and administering the Settlement and this Judgment; and (vi) other matters related or
13 ancillary to the foregoing. There is no just reason for delay in the entry of this Judgment
14 and immediate entry by the Clerk of the Court is expressly directed.

15
16 DATED this _____ day of _____, 2020

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18 BY THE COURT:

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20 _____
21 Honorable Susan R. Bolton
22 UNITED STATES DISTRICT JUDGE
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Exhibit A

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