

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE is made by and between ETAN GOLDMAN (“GOLDMAN” or “CLASS REPRESENTATIVE”), individually and on behalf of the CLASS he seeks to represent, on the one hand, and LIFELOCK, INC. (“LIFELOCK”), on the other hand, subject to both the terms and conditions hereof and the COURT’s approval.

### **I. DEFINITIONS**

A. “ACTION” means the matter currently pending in the Santa Clara County Superior Court, entitled ETAN GOLDMAN, *individually and on behalf of other persons similarly situated*, v. LIFELOCK, INC., Case No. 1-15-CV-276235.

B. “ADMINISTRATION COSTS” means the actual and direct costs reasonably charged by the SETTLEMENT ADMINISTRATOR for its services in administering the SETTLEMENT including, but not limited to, distributing CLASS NOTICE to the CLASS MEMBERS and processing and administering the distribution of the SETTLEMENT FUND under this AGREEMENT.

C. “AGREEMENT” means the terms and conditions of this document entitled “Class Action Settlement Agreement and Release.”

D. “CLASS” refers to all current and former LIFELOCK members with a California billing address who enrolled in any LIFELOCK protection plan or subscription service between December 1, 2010, and the date of PRELIMINARY APPROVAL and who paid one or more auto renewed monthly or annual membership fees. Excluded from the CLASS are the Judge and judicial staff assigned to this matter and their immediate family, LIFELOCK, any entities in which LIFELOCK has a controlling interest or which have a controlling interest in LIFELOCK,

LIFELOCK'S officers and directors, and LIFELOCK's attorneys in the ACTION, and CLASS COUNSEL.

E. "CLASS COUNSEL" refers to the following attorneys who are counsel for CLASS REPRESENTATIVE and the CLASS in the ACTION:

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F. "CLASS DATA" means the electronic list or database that includes the following information with respect to each CLASS MEMBER: first and last name; last known mailing address; and email address, if available, that LIFELOCK shall provide to the SETTLEMENT ADMINISTRATOR pursuant to the terms in this AGREEMENT.

G. "CLASS MEMBER" means an individual who falls within the definition of the CLASS.

H. "CLASS NOTICE" means all types of notice that will be provided to the CLASS pursuant to California Code of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the United States Constitution, and other applicable law, the PRELIMINARY APPROVAL ORDER, and this AGREEMENT, including email notice, postcard notice, website notice, and any additional notice that may be ordered by the COURT.

I. “CLASS PERIOD” means the time period between December 1, 2010, and the date of PRELIMINARY APPROVAL.

J. “COURT” means the Santa Clara County Superior Court in the state of California.

K. “EFFECTIVE DATE” means the earliest of the following: (1) the date of entry of the FINAL APPROVAL ORDER and JUDGMENT if no objections are filed to the SETTLEMENT or if all objections are withdrawn prior to the COURT ruling on them; or (2) sixty (60) days after the entry of the FINAL APPROVAL ORDER and JUDGMENT if objections are filed and overruled and no appeal is taken from the FINAL APPROVAL ORDER and JUDGMENT; or (3) if a timely appeal is made, thirty-one (31) business days after the date of the final resolution of that appeal and any subsequent appeals or petitions for certiorari from FINAL APPROVAL of the SETTLEMENT.

L. “FEE AND EXPENSE AWARD” means an award of attorneys’ fees and the reimbursement of costs authorized by the COURT to be paid to CLASS COUNSEL for the services rendered representing the CLASS REPRESENTATIVE and the CLASS in the ACTION.

M. “FINAL APPROVAL HEARING” means a hearing held before the COURT to consider FINAL APPROVAL of the SETTLEMENT; any FEE AND EXPENSE AWARD to be awarded to CLASS COUNSEL; any INCENTIVE AWARD to be awarded to the CLASS REPRESENTATIVE; and the merits of any objections to this AGREEMENT.

N. “FINAL APPROVAL” or “FINAL APPROVAL ORDER” means an order issued by the COURT finally approving this AGREEMENT as binding upon the PARTIES.

O. “INCENTIVE AWARD” means an award authorized by the COURT to be paid to the CLASS REPRESENTATIVE in recognition of his efforts in prosecuting the ACTION.

P. “JUDGMENT” means the final judgment approving the SETTLEMENT.

Q. “LONG-FORM NOTICE” means the notice of the SETTLEMENT that the SETTLEMENT ADMINISTRATOR shall make available on the SETTLEMENT WEBSITE in a form substantially similar to **EXHIBIT 1** hereto.

R. “LIFELOCK’s COUNSEL” means the following attorneys:

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S. “NET SETTLEMENT AMOUNT” shall mean the amount of the SETTLEMENT FUND remaining after payment of any ADMINISTRATION COSTS, any INCENTIVE AWARD, and any FEE AND EXPENSE AWARD as set forth in this AGREEMENT.

T. “OBJECTION/EXCLUSION DEADLINE” means the deadline by which CLASS MEMBERS must submit any objections to this AGREEMENT or request to be excluded from it subject to the terms set forth in the PRELIMINARY APPROVAL ORDER and is the date sixty (60) days after the date on which the SETTLEMENT ADMINISTRATOR completes email or mail notice to the CLASS MEMBERS or such date otherwise ordered by the COURT.

U. “PARTY” or “PARTIES” means the CLASS REPRESENTATIVE and/or LIFELOCK as defined herein.

V. “PRELIMINARY APPROVAL” or “PRELIMINARY APPROVAL ORDER” means an Order entered by the COURT preliminarily approving the terms and conditions of this AGREEMENT and the SETTLEMENT in a form substantially similar to that attached hereto as **EXHIBIT 3**.

W. “RELEASED CLAIMS” means all claims, demands, rights, and liabilities that are released as set forth in Section XI of this AGREEMENT.

X. “SETTLEMENT” means the terms and conditions set forth in this AGREEMENT.

Y. “SETTLEMENT ADMINISTRATOR” means The Garden City Group, LLC or other Settlement Administrator appointed by the COURT.

Z. “SETTLEMENT CLASS” means all members of the CLASS who do not exclude themselves from the SETTLEMENT by filing a timely request for exclusion in accordance with the requirements set forth in the CLASS NOTICE.

AA. “SETTLEMENT FUND” means the total amount that LIFELOCK has agreed to pay no later than twenty (20) days after the EFFECTIVE DATE subject to the COURT’s approval and the terms and conditions set forth herein.

BB. “SETTLEMENT WEBSITE” means the website established by the SETTLEMENT ADMINISTRATOR consistent with the PRELIMINARY APPROVAL ORDER to provide information regarding the SETTLEMENT and this AGREEMENT and where CLASS MEMBERS can obtain information concerning requesting exclusion from or objecting to the

SETTLEMENT and regarding the anticipated pro rata share of the NET SETTLEMENT AMOUNT to be paid to the SETTLEMENT CLASS MEMBERS.

CC. “SUMMARY NOTICE” means the email and postcard notice (i.e., short-form notice) of the SETTLEMENT that the SETTLEMENT ADMINISTRATOR will distribute to the CLASS in a form substantially similar to the form attached hereto as **EXHIBIT 2**.

DD. “TRAX ACTION” means the lawsuit that Thomas A. Trax filed against LIFELOCK on February 2, 2015, in the United States District Court in the Southern District of California, Case No. 15CV00220, on behalf of himself and those similarly situated.

## **II. RECITALS**

1. On January 29, 2015, GOLDMAN, a monthly subscriber to one of LIFELOCK’s protection plans, filed the ACTION against LIFELOCK asserting that LIFELOCK violated and continues to violate the specific disclosure and acknowledgement requirements of the Automatic Renewal Law, Cal. Bus. & Prof. Code § 17600, *et seq.* (“ARL”) and, thus, derivatively violated and continues to violate California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (“UCL”).

2. On February 2, 2015, Thomas A Trax (“Trax”), an annual subscriber to one of LIFELOCK’s protection plans, filed the TRAX ACTION, asserting claims similar to those asserted in the ACTION. The TRAX ACTION was voluntarily dismissed without prejudice on May 11, 2015.

3. Although LifeLock believes its Terms and Conditions and enrollment processes complied with applicable law, after the filing of the ACTION, LIFELOCK amended and modified its Terms and Conditions and enrollment processes to further highlight and clarify to consumers, including the CLASS MEMBERS, the auto renewing and recurring nature of its

protection plans and subscription services and its cancellation policy. LIFELOCK made certain of these changes to its Terms and Conditions and enrollment processes following and as a result of the filing of this ACTION.

4. The PARTIES acknowledge and agree that LIFELOCK's current disclosures and enrollment process concerning the auto renewing and recurring nature of its protection plans and subscription services and its cancellation policy were made to more clearly comply with the ARL. LIFELOCK believes its current disclosures and enrollment process does not otherwise violate the UCL, the Arizona Consumer Fraud Act, A.R.S. §44 1521, *et seq.* (ACFA), or any other applicable law and do not breach any applicable contract or covenant of good faith and fair dealing. GOLDMAN agrees that LIFELOCK's current disclosures and enrollment processes have remedied the issues that gave rise to this ACTION.

5. LIFELOCK estimates that there are approximately 300,000 CLASS MEMBERS.

6. On April 15, 2015, the PARTIES participated in a Mediation before Justice Howard B. Wiener in San Francisco, California. Prior to that Mediation, the parties exchanged data and information on an informal and confidential basis. For example, LIFELOCK produced data reflecting: (i) the number of members who enrolled each year during the CLASS PERIOD broken out by year, enrollment channel, and product; (ii) the number of enrolled members who cancelled during the CLASS PERIOD broken out by year, enrollment channel, and product; (iii) the total initial renewal payments for the CLASS MEMBERS since December 2010 broken out by product type, year, and annual versus monthly membership; (iv) the lowest and highest price point for

each of LIFELOCK's products and protection plans during the CLASS PERIOD; (v) screenshots of the subscription offers and scripts providing subscription offers in effect before and after the ACTION was filed; (vi) LIFELOCK's Terms and Conditions in effect before and after the ACTION was filed; and (vii) screenshots of the enrollment process.

7. During the April 15, 2015, Mediation, the PARTIES engaged in extensive and, at times, hotly contested negotiations. Only after Justice Wiener provided a mediator's proposal at the end of the day were the PARTIES able to reach a settlement and, at the Mediation's conclusion, execute a Confidential Term Sheet, which included the principal terms of the SETTLEMENT.

8. In light of the uncertain outcome of the ACTION, the PARTIES concluded, based upon their respective investigation and informal discovery and taking into account the sharply contested issues, the expense and time necessary to pursue the ACTION through trial and appeals, the risks and costs of further prosecution of the ACTION, the uncertainties of complex litigation, and the potential benefits of settlement to the CLASS, that a SETTLEMENT on the terms set forth in this AGREEMENT is fair, reasonable, adequate, and in the best interests of the CLASS MEMBERS.

9. The CLASS REPRESENTATIVE has claimed, and continues to claim, that the contentions he made in the ACTION have merit. Nothing in this AGREEMENT may be construed as, or may be used as, an admission by the CLASS REPRESENTATIVE that any of his claims are without merit.

10. LIFELOCK denies all of the claims, contentions, and each and every allegation made by the CLASS REPRESENTATIVE in the ACTION and each and every claim included in



the RELEASED CLAIMS. LIFELOCK desires to settle the ACTION on the terms and conditions set forth in this AGREEMENT to (a) avoid the burden, expense, and uncertainty of continuing the ACTION; (b) avoid the diversion of its resources and personnel required by continuing to defend the ACTION; and (c) put to rest any and all claims that are, or could have been, brought or asserted in this ACTION or that could be asserted in any other action based upon any of the facts, circumstances, or conduct alleged in the ACTION or the RELEASED CLAIMS. Nothing in this AGREEMENT may constitute, may be construed as, or may be used as an admission by LIFELOCK of any fault, wrongdoing, or liability whatsoever. LIFELOCK continues to deny all liability for any and all alleged wrongdoing in the ACTION.

11. CLASS COUNSEL and LIFELOCK's COUNSEL have conducted sufficient informal discovery, investigation, and research concerning the PARTIES' respective claims and defenses in the ACTION and the very limited case law interpreting the ARL to reach this AGREEMENT.

12. CLASS COUNSEL has investigated and evaluated the applicable law and facts regarding the claims presented in the ACTION or that could have been asserted in the ACTION and the potential defenses thereto. CLASS COUNSEL has discussed and assessed the relative strength of the fundamental premises underlying the ACTION or that could have been asserted in the ACTION and has concluded that this SETTLEMENT is fair and adequate under the circumstances.

13. The CLASS REPRESENTATIVE recognizes the risks associated with further litigation through trial and through appeals. The CLASS REPRESENTATIVE therefore deems it desirable and beneficial that the ACTION be settled in the manner and upon the terms and conditions set forth in this AGREEMENT.

NOW, THEREFORE, it is agreed by and between the undersigned that the ACTION be globally settled and compromised as among the CLASS REPRESENTATIVE (on behalf of himself and on behalf of the CLASS he seeks to represent) and LIFELOCK, conditioned upon the COURT's approval, on the following terms and conditions.

### **III. CONSIDERATION FROM LIFELOCK**

14. In full, complete, and final settlement and satisfaction of the ACTION and all RELEASED CLAIMS, and subject always to all of the terms, conditions, and provisions of this AGREEMENT, including COURT approval, within twenty (20) days of the EFFECTIVE DATE, LIFELOCK shall pay or cause to be paid to the SETTLEMENT ADMINISTRATOR the SETTLEMENT FUND in the total amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) to be distributed in accordance with the terms and conditions of this AGREEMENT.

15. LIFELOCK agrees that it shall not terminate the CLASS REPRESENTATIVE's or CLASS REPRESENTATIVE's spouse's LIFELOCK protection plan or any other protection plan or subscription service in which he may enroll other than for nonpayment or for violation of its Terms and Conditions.

### **IV. RELIEF TO THE SETTLEMENT CLASS**

16. **Payment of SETTLEMENT FUND.** Within forty (40) days after the EFFECTIVE DATE, the SETTLEMENT ADMINISTRATOR shall pay to each member of the SETTLEMENT CLASS his or her pro rata share of the NET SETTLEMENT AMOUNT in accordance with the terms and conditions of this AGREEMENT and the COURT's approval. It shall not be necessary for any member of the SETTLEMENT CLASS to submit a claim or request a distribution to receive his or her pro rata share of the NET SETTLEMENT AMOUNT.

However, if LIFELOCK has no mailing address for a CLASS MEMBER, then the member of the SETTLEMENT CLASS must provide the SETTLEMENT ADMINISTRATOR with a mailing address to receive his or her pro rata share of the NET SETTLEMENT AMOUNT as set forth in the CLASS NOTICE.

17. **Manner of Payment.** The SETTLEMENT ADMINISTRATOR shall distribute to each member of the SETTLEMENT CLASS his or her pro rata share of the NET SETTLEMENT AMOUNT by check.

18. **Time to Cash SETTLEMENT Checks.** Each member of the SETTLEMENT CLASS shall have ninety (90) calendar days from the date when the SETTLEMENT ADMINISTRATOR first mails the checks to cash the issued check (i.e., all checks must be cashed by one hundred thirty (130) calendar days after the EFFECTIVE DATE).

19. **Returned Checks and Uncashed SETTLEMENT Checks.** Any funds remaining from the NET SETTLEMENT AMOUNT as a result of uncashed or returned checks shall be paid by the SETTLEMENT ADMINISTRATOR on or before the one hundred fiftieth (150th) day after the EFFECTIVE DATE, into a *cy pres* fund of LIFELOCK's choosing which CLASS COUNSEL has approved (which approval shall not be unreasonably withheld).

## **V. CLASS NOTICE AND SETTLEMENT ADMINISTRATION**

20. **Best and Most Fair and Reasonable CLASS NOTICE.** The PARTIES agree that providing direct email notice, and mailed notice to those CLASS MEMBERS without an email address, to the CLASS MEMBERS from the CLASS DATA and publication notice on the SETTLEMENT WEBSITE in the manner described herein is the best and most fair and reasonable notice practicable under the circumstances.

21. **CLASS DATA.** Within twenty-one (21) calendar days after entry of the PRELIMINARY APPROVAL ORDER or on such date otherwise ordered by the COURT, LIFELOCK shall provide the CLASS DATA to the SETTLEMENT ADMINISTRATOR. LIFELOCK will use commercially reasonable efforts to provide accurate CLASS DATA to the SETTLEMENT ADMINISTRATOR, which will be relied upon by the SETTLEMENT ADMINISTRATOR in sending notice and administering this SETTLEMENT as described herein.

22. **SETTLEMENT WEBSITE.** Within sixty (60) days of the PRELIMINARY APPROVAL ORDER, the SETTLEMENT ADMINISTRATOR shall launch the SETTLEMENT WEBSITE at <http://www.arlclassaction.com> and shall maintain and not take down the SETTLEMENT WEBSITE until sixty (60) days after the EFFECTIVE DATE. When available, the SETTLEMENT ADMINISTRATOR shall post on the SETTLEMENT WEBSITE copies of the LONG-FORM NOTICE, the Complaint in this ACTION, this AGREEMENT, the PRELIMINARY APPROVAL motion, any request for a FEE AND EXPENSE AWARD and INCENTIVE AWARD, the PRELIMINARY APPROVAL ORDER, the FINAL APPROVAL motion, any objection or opposition to the FINAL APPROVAL MOTION, the FINAL APPROVAL ORDER, and JUDGMENT.

23. **SUMMARY NOTICE.** No later than sixty (60) days following PRELIMINARY APPROVAL, but in no event prior to the launch of the SETTLEMENT WEBSITE, the SETTLEMENT ADMINISTRATOR shall send a copy of the SUMMARY NOTICE in the form approved by the COURT to all persons (i.e., all CLASS MEMBERS) identified in the CLASS DATA, via email for those CLASS MEMBERS for whom email addresses are available and via First Class U.S. Mail to all other CLASS MEMBERS.

(A) The SETTLEMENT ADMINISTRATOR shall utilize the national change of address database to update the mailing list of the CLASS MEMBERS prior to sending SUMMARY NOTICE via First Class U.S. Mail.

(B) The SETTLEMENT ADMINISTRATOR shall perform a single Skip Trace using information identifying the CLASS MEMBER, as necessary, to conduct an address update with respect to any SUMMARY NOTICES distributed via First Class U.S. Mail but returned as undeliverable to the SETTLEMENT ADMINISTRATOR using an industry accepted source such as Accurint and shall send the SUMMARY NOTICE to the mailing address identified by the Skip Tracing. The SETTLEMENT ADMINISTRATOR shall resend via First Class U.S. Mail all SUMMARY NOTICES to new addresses within three (3) business days of obtaining such new physical mailing addresses.

(C) Any SUMMARY NOTICES returned to the SETTLEMENT ADMINISTRATOR as undelivered and bearing a forwarding address shall be re-mailed by the SETTLEMENT ADMINISTRATOR within three (3) business days following receipt of the returned mail.

(D) Any emailed SUMMARY NOTICES that bounce back or are returned to the SETTLEMENT ADMINISTRATOR as undeliverable shall be mailed by the SETTLEMENT ADMINISTRATOR if a physical address is available in the CLASS DATA. If no physical address is available in the CLASS DATA, the SETTLEMENT ADMINISTRATOR shall perform a single Skip Trace using information identifying the CLASS MEMBERS, as necessary, to conduct an address update using an industry accepted source such as Accurint, to allow SUMMARY NOTICE to be sent via First

Class U.S. Mail, and shall send the SUMMARY NOTICES to the mailing address identified by the Skip Tracing. Any such SUMMARY NOTICES shall be mailed within five (5) business days following receipt of the bounced back or returned as undeliverable email.

24. **SETTLEMENT ADMINISTRATOR Duties and Responsibilities.** The SETTLEMENT ADMINISTRATOR's duties and responsibilities shall include at least the following:

- (A) Distributing to the CLASS MEMBERS the SUMMARY NOTICE approved by the COURT via email or mail (as applicable);
- (B) Performing physical home address and email address updates and verifications prior to the first distribution of the SUMMARY NOTICE;
- (C) Sending mailed SUMMARY NOTICE to those CLASS MEMBERS who were provided SUMMARY NOTICE via email and had it returned undeliverable and who have a physical address in the CLASS DATA;
- (D) Performing one single Skip Trace address follow up on any returned mail or email SUMMARY NOTICES for whom a physical mailing address is not available in the CLASS DATA;
- (E) Creating and maintaining the SETTLEMENT WEBSITE, which CLASS MEMBERS can access to obtain a copy of this AGREEMENT and/or to obtain any other information concerning this SETTLEMENT or this AGREEMENT;
- (F) Creating and maintaining a toll-free number that CLASS MEMBERS can contact to request a copy of this AGREEMENT and/or to obtain any other information concerning this SETTLEMENT or this AGREEMENT;

(G) Consulting with LIFELOCK's COUNSEL and CLASS COUNSEL concerning any relevant issue, including (without limitation) distribution of the CLASS NOTICE and distribution of the NET SETTLEMENT AMOUNT;

(H) Keeping track of timely and proper requests for exclusion;

(I) Paying to each member of the SETTLEMENT CLASS his or her pro rata share of the NET SETTLEMENT AMOUNT in accordance with the terms and conditions of this AGREEMENT and the COURT's approval;

(J) Paying ADMINISTRATION COSTS, FEE AND EXPENSE AWARDS, and any INCENTIVE AWARD from the SETTLEMENT FUND in accordance with the terms and conditions of this AGREEMENT and the COURT's approval; and

(K) Such other tasks as the PARTIES mutually agree or the COURT orders the SETTLEMENT ADMINISTRATOR to perform.

25. **No Conflict of Interest.** The PARTIES each represent that he or it does not have any interest in The Garden City Group, LLC and shall not have any financial interest in any other SETTLEMENT ADMINISTRATOR the COURT may ultimately appoint or shall not otherwise have any relationship with The Garden City Group, LLC or any other SETTLEMENT ADMINISTRATOR the COURT may ultimately appoint that could create a conflict of interest.

26. **SETTLEMENT ADMINISTRATOR Declaration.** The SETTLEMENT ADMINISTRATOR shall provide any information or declaration requested by the PARTIES to assist with seeking PRELIMINARY APPROVAL and FINAL APPROVAL including, but not limited to, providing to CLASS COUNSEL and LIFELOCK's COUNSEL (i) the proof of the extent and effectiveness of CLASS NOTICE to the PARTIES; (ii) the number of CLASS

MEMBERS who submitted requests for exclusions; and (iii) the pro rata amount of the NET SETTLEMENT AMOUNT anticipated to be paid to each SETTLEMENT CLASS MEMBER.

27. **Payment of ADMINISTRATION COSTS.** Any and all reasonable ADMINISTRATION COSTS incurred by the SETTLEMENT ADMINISTRATOR associated with the administration of this SETTLEMENT, distribution of CLASS NOTICE, launching and maintaining the SETTLEMENT WEBSITE, distribution of the SETTLEMENT FUND, and any and all other tasks assigned to the SETTLEMENT ADMINISTRATOR by this AGREEMENT or by the COURT shall be paid within forty (40) calendar days after the EFFECTIVE DATE from the SETTLEMENT FUND.

28. **Destruction of CLASS DATA.** The PARTIES agree that within one hundred fifty (150) days after the EFFECTIVE DATE, the SETTLEMENT ADMINISTRATOR shall destroy all CLASS MEMBER's social security numbers received from LIFELOCK as part of the CLASS DATA or otherwise in connection with the implementation and administration of this SETTLEMENT; however, the SETTLEMENT ADMINISTRATOR shall retain as confidential the CLASS DATA and any other information related to the CLASS MEMBERS or the implementation of this SETTLEMENT for a period of at least seven (7) years after the EFFECTIVE DATE and shall notify the PARTIES in writing at least thirty (30) calendar days prior to the destruction of any such retained data and information.

29. **Certification of Completion.** Upon completion of the implementation and administration of the SETTLEMENT, the SETTLEMENT ADMINISTRATOR shall provide written certification of such completion to CLASS COUNSEL and LIFELOCK's COUNSEL.

30. **SETTLEMENT ADMINISTRATOR Not an Agent.** The PARTIES acknowledge and agree that the SETTLEMENT ADMINISTRATOR is not an agent of the



CLASS REPRESENTATIVE, CLASS COUNSEL, LIFELOCK, or LIFELOCK's COUNSEL, and that the SETTLEMENT ADMINISTRATOR is not authorized by this AGREEMENT or otherwise to act on behalf of the CLASS REPRESENTATIVE, CLASS COUNSEL, LIFELOCK, or LIFELOCK's COUNSEL.

31. **Limitation on Liability.** No CLASS MEMBER or other person shall have any claim against LIFELOCK, LIFELOCK's COUNSEL, the CLASS REPRESENTATIVE, CLASS COUNSEL, or the SETTLEMENT ADMINISTRATOR based on the mailing or distribution of the SETTLEMENT FUND in accordance with this AGREEMENT or any order of the COURT.

## **VI. OBJECTIONS TO AND EXCLUSIONS FROM THE SETTLEMENT**

32. **Requests for Exclusion.** CLASS MEMBERS and persons purporting to act on behalf of CLASS MEMBERS who wish to be excluded from the SETTLEMENT shall submit written requests for exclusion using the following procedures:

(A) CLASS MEMBERS who wish to exclude themselves from the SETTLEMENT must submit to the SETTLEMENT ADMINISTRATOR a written statement requesting exclusion from the SETTLEMENT. Such written request for exclusion (i) must state the name and case number of the ACTION, "*Goldman v. LifeLock, Inc.*, Santa Clara Superior Court Case No. 1-15-CV-276235; (ii) must contain the name and address of the person requesting exclusion; (iii) must contain a statement that he/she does not wish to participate in the SETTLEMENT; (iv) must be mailed by First Class U.S. Mail to the SETTLEMENT ADMINISTRATOR at the specified address; and (v) must be postmarked on or before the OBJECTION/EXCLUSION DEADLINE.

(B) CLASS MEMBERS who fail to submit a timely and valid written request for exclusion consistent with this Paragraph shall be deemed to be a member of the

SETTLEMENT CLASS and, as such, shall be bound by all terms of the SETTLEMENT and the FINAL APPROVAL ORDER and JUDGMENT if the SETTLEMENT is finally approved by the COURT.

(C) CLASS MEMBERS who submit valid and timely written requests for exclusion pursuant to the CLASS NOTICE consistent with this Paragraph shall not be bound by this SETTLEMENT or any FINAL APPROVAL ORDER and JUDGMENT entered by the COURT approving this SETTLEMENT and shall forfeit any right to receive any pro rata distribution from the SETTLEMENT FUND and the NET SETTLEMENT AMOUNT under this SETTLEMENT.

(D) The SETTLEMENT ADMINISTRATOR shall provide in writing to CLASS COUNSEL and LIFELOCK's COUNSEL the names of those CLASS MEMBERS who have requested exclusion in writing no later than five (5) days after the OBJECTION/EXCLUSION DEADLINE.

(E) The CLASS REPRESENTATIVE acknowledges and agrees that he will not seek to exclude himself from this SETTLEMENT.

33. **Objections.** CLASS MEMBERS and persons purporting to act on behalf of CLASS MEMBERS who wish to object to the fairness, reasonableness, or adequacy of the SETTLEMENT or this AGREEMENT or to any request for a FEE AND EXPENSE AWARD or an INCENTIVE AWARD shall submit a written notice of objection in accordance with the following procedures:

(A) CLASS MEMBERS who wish to object must serve on CLASS COUNSEL, listed in Paragraph E of the definitions in this AGREEMENT, any written statement of objection and any such written statement of objection must be postmarked

on or before the OBJECTION/EXCLUSION DEADLINE. CLASS COUNSEL shall serve on LIFELOCK's COUNSEL and file with the COURT, within three (3) days of receipt, any written objections to the SETTLEMENT received.

(B) To be valid, a CLASS MEMBER's written statement of objection must provide the following information: (i) the name and case number of the ACTION, "*Goldman v. LifeLock, Inc.*, Santa Clara Superior Court Case No. 1-15-CV-276235; (ii) the CLASS MEMBER's full name and current address; (iii) a statement of the position(s) and objection(s) asserted, including the factual and legal grounds for each position and objection; and (iv) copies of any documents supporting each position and objection asserted.

(C) Any CLASS MEMBER who fails to properly and timely submit a written objection prior to the OBJECTION/EXCLUSION DEADLINE, along with the required information and documentation set forth above in Paragraph 33(B), will not be heard during the FINAL APPROVAL HEARING, and the CLASS MEMBER's objection(s) shall be waived and will not be considered by the COURT.

(D) Any CLASS MEMBER who submits a written objection in accordance with this AGREEMENT shall be entitled to all of the benefits of the SETTLEMENT and this AGREEMENT including his or her pro rata distribution of the NET SETTLEMENT AMOUNT and shall be bound by all terms of the SETTLEMENT and the FINAL APPROVAL ORDER and JUDGMENT if the SETTLEMENT is finally approved by the COURT.

(E) The agreed-upon procedures and requirements for filing objections in connection with the FINAL APPROVAL HEARING are intended to ensure the efficient administration of justice in accordance with each CLASS MEMBER's due process rights.

34. **Appearance at FINAL APPROVAL HEARING.** Subject to the COURT's approval, any objecting CLASS MEMBER may appear, in person or by counsel, at the FINAL APPROVAL HEARING to show cause why this SETTLEMENT and this AGREEMENT should not be approved as fair, adequate, and reasonable, or to object to any request for a FEE AND EXPENSE AWARD or INCENTIVE AWARD.

35. **Communications with CLASS MEMBERS.** If contacted by a CLASS MEMBER, CLASS COUNSEL may provide advice or assistance regarding any aspect of the SETTLEMENT requested by the CLASS MEMBER. However, at no time shall any of the PARTIES or their counsel or their agents seek to solicit or otherwise encourage CLASS MEMBERS or any other persons to submit written objections to the SETTLEMENT, requests for exclusion from the SETTLEMENT, or to encourage CLASS MEMBERS or any other persons to appeal from the FINAL APPROVAL ORDER and JUDGMENT.

## **VII. PRELIMINARY APPROVAL**

36. **PRELIMINARY APPROVAL Hearing.** CLASS COUNSEL and LIFELOCK's COUNSEL shall jointly request a hearing before the COURT to be held on June 26, 2015, or the earliest date thereafter available on the COURT's calendar to seek PRELIMINARY APPROVAL of the SETTLEMENT.

37. **PRELIMINARY APPROVAL Motion.** On or before June 4, 2015, CLASS COUNSEL shall submit a motion for PRELIMINARY APPROVAL asking that the COURT preliminarily approve this AGREEMENT and SETTLEMENT, together with the attachments

hereto and any other documents necessary to implement the SETTLEMENT. Solely for purposes of this SETTLEMENT, CLASS COUNSEL shall request that the COURT enter a PRELIMINARY APPROVAL ORDER, substantially in a form attached hereto as **EXHIBIT 3**.

### **VIII. FINAL APPROVAL AND JUDGMENT**

38. **FINAL APPROVAL HEARING.** After PRELIMINARY APPROVAL, notice to the CLASS MEMBERS, and the expiration of the OBJECTION/EXCLUSION DEADLINE, a FINAL APPROVAL HEARING shall be held on a date set by the COURT. In connection with the FINAL APPROVAL HEARING, the PARTIES shall file a motion for FINAL APPROVAL of class action SETTLEMENT or any such papers with the COURT as either their counsel or the COURT may determine to be necessary.

39. **Court's Continuing Jurisdiction.** After FINAL APPROVAL and JUDGMENT, the PARTIES agree that the COURT will retain jurisdiction to enforce the terms of this AGREEMENT and the FINAL APPROVAL ORDER and JUDGMENT.

### **IX. CONDITIONS IMPACTING FINALITY OF SETTLEMENT**

40. **LIFELOCK's Right to Withdraw From and Terminate the SETTLEMENT.** If more than five percent (5%) of the total number of CLASS MEMBERS request to exclude themselves from the SETTLEMENT, LIFELOCK shall have the option, at its sole discretion, of terminating and withdrawing from the SETTLEMENT in its entirety; provided, however, that LIFELOCK must notify CLASS COUNSEL and the COURT in writing that it is exercising such option within seven (7) days after being notified in writing by the SETTLEMENT ADMINISTRATOR that the number of CLASS MEMBERS who have timely requested exclusion exceeds five percent (5%) of the total number of CLASS MEMBERS.

41. **The PARTIES' Right to Withdraw and Terminate the SETTLEMENT.** If the COURT indicates, prior to PRELIMINARY APPROVAL or FINAL APPROVAL, that the SETTLEMENT will not be approved unless certain changes are made, the PARTIES will attempt in good faith to reach an agreement as to any such changes prior to withdrawing from this AGREEMENT. However, if no such agreement can be reached within thirty (30) days after the COURT indicates that the SETTLEMENT will not be approved unless certain changes are made, then the CLASS REPRESENTATIVE or LIFELOCK may terminate and withdraw from this AGREEMENT by notifying the other PARTY and the COURT in writing that he or it is exercising his or its option under this paragraph of the AGREEMENT.

42. **Conditions Impacting Finality of SETTLEMENT.** The PARTIES expressly agree that in the event of any of the following conditions:

(A) The COURT does not preliminarily approve the SETTLEMENT on the terms provided herein;

(B) The COURT does not enter the FINAL APPROVAL ORDER and JUDGMENT on the terms provided herein;

(C) LIFELOCK withdraws and terminates the SETTLEMENT pursuant to Paragraph 40;

(D) LIFELOCK or the CLASS REPRESENTATIVE withdraw or terminate the SETTLEMENT pursuant to Paragraph 41;

(E) The TRAX ACTION is not voluntarily dismissed; or

(F) This SETTLEMENT does not become final for any reason;

then this AGREEMENT shall be null and void *ab initio* and any order entered by the COURT in furtherance of this SETTLEMENT shall be treated as withdrawn or vacated by stipulation of the

PARTIES; provided, however, that in the event of the denial of PRELIMINARY APPROVAL or FINAL APPROVAL, the CLASS REPRESENTATIVE and/or LIFELOCK may seek appellate review through a writ or pursue any other available appellate remedy. During the pendency of any appeal of the denial of PRELIMINARY APPROVAL or FINAL APPROVAL, this AGREEMENT shall remain valid and binding.

43. **Impact of Lack of SETTLEMENT Finality.** If any of the conditions outlined in Paragraph 42 occur such that this SETTLEMENT does not become final: (i) the PARTIES shall proceed in all respects as if this AGREEMENT had not been executed; (ii) the CLASS REPRESENTATIVE, LIFELOCK, and each of the CLASS MEMBERS shall be deemed to be in the same position as existed prior to its execution, with the same *status quo ante* rights and interests as they may have had absent the entry by LIFELOCK and the CLASS REPRESENTATIVE into this AGREEMENT; and (iii) any and all other understandings and agreements between the PARTIES and their respective counsel relating to the SETTLEMENT shall be deemed to be null and void and of no force and effect; provided, however, that LIFELOCK shall be responsible for the payment of reasonable ADMINISTRATION COSTS incurred up to such time. Notwithstanding the foregoing, neither the denial of some or all of the attorneys' fees and expenses requested by CLASS COUNSEL or some or all of the amount sought as an INCENTIVE AWARD, nor an appeal of, a modification of, nor a reversal on appeal of any FEE AND EXPENSE AWARD or INCENTIVE AWARD shall constitute grounds for cancellation or termination of this AGREEMENT.

44. **Impact of Denial of PRELIMINARY APPROVAL.** If PRELIMINARY APPROVAL is denied, subject to paragraph 41 of this AGREEMENT, the PARTIES shall be returned to their respective statuses as of the date immediately prior to the execution of this

AGREEMENT on the latest of the following events (1) the time to appeal the denial of PRELIMINARY APPROVAL has expired; or (2) the conclusion of any appeal or writ of mandamus from the denial of PRELIMINARY APPROVAL.

45. **Impact of Denial of FINAL APPROVAL.** If FINAL APPROVAL is denied, the PARTIES shall be returned to their respective statuses as of the date immediately prior to the execution of this AGREEMENT on the latest of the following events (1) the time to appeal the denial of FINAL APPROVAL has expired; or (2) the conclusion of any appeal or writ of mandamus from the denial of FINAL APPROVAL.

**X. FEE AND EXPENSE AWARD AND INCENTIVE AWARD**

46. **FEE AND EXPENSE AWARD Request.** CLASS COUNSEL intends to request that the COURT award them a FEE AND EXPENSE AWARD but agree that, combined, the requested FEE AND EXPENSE AWARD shall not exceed Five Hundred Thousand Dollars (\$500,000.00). CLASS COUNSEL shall not be permitted to petition the COURT for any additional payments for fees or expenses to be paid by LIFELOCK. The FEE AND EXPENSE AWARD shall be for all claims for attorneys' fees and costs past, present, and future incurred in the ACTION. LIFELOCK shall not object and will affirmatively express its non-opposition to CLASS COUNSEL's request for a FEE AND EXPENSE AWARD provided CLASS COUNSEL's request for a FEE AND EXPENSE AWARD shall not collectively exceed Five Hundred Thousand Dollars (\$500,000.00).

47. **Timing of FEE AND EXPENSE AWARD.** CLASS COUNSEL shall file any and all papers supporting its request for a FEE AND EXPENSE AWARD at least fourteen (14) calendar days prior to the OBJECTION/EXCLUSION DEADLINE.



48. **Payment of Any FEE AND EXPENSE AWARD.** Any FEE AND EXPENSE AWARD approved by the COURT shall be paid by the SETTLEMENT ADMINISTRATOR to CLASS COUNSEL from the SETTLEMENT FUND within forty (40) calendar days after the EFFECTIVE DATE. LIFELOCK shall not be required to otherwise pay any portion of the attorneys' fees and expenses of CLASS COUNSEL, the CLASS REPRESENTATIVE, CLASS MEMBERS, or members of the SETTLEMENT CLASS. Payment of the SETTLEMENT FUND to the SETTLEMENT ADMINISTRATOR in accordance with this AGREEMENT and the COURT's FINAL APPROVAL ORDER shall constitute full satisfaction by LIFELOCK of any obligation to pay any FEE AND EXPENSE AWARD, any amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs in the ACTION incurred by any attorney on behalf of the CLASS REPRESENTATIVE, the CLASS, or the SETTLEMENT CLASS and shall relieve LIFELOCK and LIFELOCK's COUNSEL of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of the CLASS REPRESENTATIVE, the CLASS, and/or the SETTLEMENT CLASS or any RELEASED CLAIM.

49. **Payment of LIFELOCK's Attorneys' Fees and Costs.** LIFELOCK's own legal fees, costs, and expenses incurred in the ACTION shall be borne by LIFELOCK.

50. **INCENTIVE AWARD Request.** CLASS COUNSEL intends to request that the COURT approve an INCENTIVE AWARD for the CLASS REPRESENTATIVE in an amount not to exceed Five Thousand Dollars (\$5,000.00). LIFELOCK shall not object and will affirmatively express LIFELOCK's non-opposition to CLASS COUNSEL's request, provided that the INCENTIVE AWARD payable to the CLASS REPRESENTATIVE does not exceed Five Thousand Dollars (\$5,000.00).

51. **Timing of INCENTIVE AWARD Request.** CLASS COUNSEL shall file any and all papers supporting its request for an INCENTIVE AWARD at least fourteen (14) days prior to the OBJECTION/EXCLUSION DEADLINE.

52. **Payment of Any INCENTIVE AWARD.** Any INCENTIVE AWARD approved by the COURT shall be paid by SETTLEMENT ADMINISTRATOR to CLASS COUNSEL on behalf of the CLASS REPRESENTATIVE from the SETTLEMENT FUND within forty (40) calendar days after the EFFECTIVE DATE, provided the CLASS REPRESENTATIVE has executed a General Release substantially in a form attached hereto as **EXHIBIT 4**. Any INCENTIVE AWARD paid to the CLASS REPRESENTATIVE shall be reported on an IRS Form 1099 (*i.e.*, as “Other Income”) and provided to the CLASS REPRESENTATIVE and applicable governmental authorities.

53. **Form W-9.** CLASS COUNSEL agrees to provide the SETTLEMENT ADMINISTRATOR with all required Form W-9s at least ten (10) calendar days prior to the payment of any FEE AND EXPENSE AWARD.

## **XI. RELEASE**

54. As of the EFFECTIVE DATE, the SETTLEMENT CLASS MEMBERS hereby fully release and forever discharge LIFELOCK and its current and former parents, subsidiaries, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint venturers, and each and all of their respective officers, partners, directors, servants, agents, shareholders, investors, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, and insurers (“Released Parties”), from any and all claims asserted in the ACTION or that are reasonably

related to any of the allegations in the ACTION, even if such claims were not asserted in this ACTION, including but not limited to (a) claims for LIFELOCK's alleged failure to present the auto-renewal offer terms clearly and conspicuously and in visual proximity to the request for consent; (b) claims for LIFELOCK's alleged failure to obtain CLASS MEMBERS' affirmative consent to an agreement containing the automatic renewal or continuous service offer terms; (c) claims for LIFELOCK's alleged failure to provide an acknowledgement setting forth automatic renewal terms and information regarding its cancellation policy in violation of California's Automatic Renewal Law, Cal. Bus. & Prof. Code § 17600, *et seq.*, California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, any other applicable law, or in breach of any applicable contract or any covenant of good faith and fair dealing and/or (d) any fact or circumstance that relates to LIFELOCK's disclosures to the SETTLEMENT CLASS related to the auto renewing or recurring nature of LIFELOCK's subscription and protection plans and/or its cancellation policies (collectively, the "RELEASED CLAIMS"). The release described herein covers, includes, and is intended to include all remedies that could be sought for the RELEASED CLAIMS including, but not limited to, statutory, constitutional, contractual, and common law claims for injunctive relief, declaratory relief, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, disgorgement, or equitable relief against the RELEASED PARTIES.

55. Solely with respect to any and all RELEASED CLAIMS, upon FINAL APPROVAL and JUDGMENT, the CLASS REPRESENTATIVE and the SETTLEMENT CLASS MEMBERS shall expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code and any and all provisions, rights, and benefits of any similar statute or law of California or of any other

jurisdiction as to all known or unknown claims as against the Released Parties. Section 1542 provides:

**A general release does not extend to claims which the creditor [in this case, each member of the SETTLEMENT CLASS] does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor [in this case, LIFELOCK and the RELEASED PARTIES].**

56. The CLASS REPRESENTATIVE and the SETTLEMENT CLASS expressly agree that this release is, and may be raised as, a complete defense to and precludes any claim, action, or proceeding encompassed by the release against the Released Parties. It is the intention of the CLASS REPRESENTATIVE in executing this release on behalf of himself and the SETTLEMENT CLASS to fully, finally, and forever settle and release all matters and all claims relating to the RELEASED CLAIMS in every way.

57. Without limiting the foregoing, nothing in this AGREEMENT shall release, preclude, or limit any claim or action by any of the PARTIES to enforce the terms of this AGREEMENT or any COURT order related to this AGREEMENT.

## **XII. TIME IS OF THE ESSENCE**

58. The PARTIES agree that a motion for PRELIMINARY APPROVAL shall be filed with the COURT on or before June 4, 2015, and the hearing on the motion for PRELIMINARY APPROVAL shall be on June 26, 2015.

### **XIII. SCHEDULE OF EVENTS**

59. Based upon the foregoing, the PARTIES anticipate the following schedule related to PRELIMINARY APPROVAL and FINAL APPROVAL of this AGREEMENT and performance and implementation of this AGREEMENT:

<b><u>Event Date</u></b>	<b><u>Event</u></b>
June 4, 2015	Last day for CLASS REPRESENTATIVE to file motion for PRELIMINARY APPROVAL.
June 26, 2015	Hearing on motion for PRELIMINARY APPROVAL.
21 days following PRELIMINARY APPROVAL	Last day for LIFELOCK to provide the SETTLEMENT ADMINISTRATOR with the CLASS DATA.
60 days following PRELIMINARY APPROVAL	Last day for SETTLEMENT ADMINISTRATOR to launch SETTLEMENT WEBSITE; and  Last day for the SETTLEMENT ADMINISTRATOR to distribute SUMMARY NOTICE (but in no event prior to the launch of the SETTLEMENT WEBSITE)
60 days following the completion of initial email or mail notice to the CLASS MEMBERS	The OBJECTION/EXCLUSION DEADLINE.
14 days before the OBJECTION/EXCLUSION DEADLINE	Last day for CLASS COUNSEL to file any and all papers supporting its request for a FEE AND EXPENSE AWARD or INCENTIVE AWARD.
5 days following the OBJECTION/EXCLUSION DEADLINE	Last day for the SETTLEMENT ADMINISTRATOR to provide the list of CLASS MEMBERS who submitted valid exclusion requests to CLASS COUNSEL and LIFELOCK's COUNSEL; and  Last day for CLASS COUNSEL to file with the COURT and serve upon LIFELOCK's COUNSEL any written objections received.

<u>Event Date</u>	<u>Event</u>
45 days following the OBJECTION/EXCLUSION DEADLINE	Last day for the PARTIES to submit any motion and supporting documentation/ evidence to the COURT in support of FINAL APPROVAL (including evidence by the SETTLEMENT ADMINISTRATOR concerning the effectiveness of CLASS NOTICE).
To be set by Court	FINAL APPROVAL HEARING
20 days following the EFFECTIVE DATE	Last day for LIFELOCK to pay SETTLEMENT FUND to SETTLEMENT ADMINISTRATOR.
40 days following the EFFECTIVE DATE	Last day for SETTLEMENT ADMINISTRATOR to pay ADMINISTRATION COSTS, any FEE AND EXPENSE AWARD, and any INCENTIVE AWARD from the SETTLEMENT FUND; and to distribute the NET SETTLEMENT AMOUNT to SETTLEMENT CLASS MEMBERS on a pro rata basis.
60 days following the EFFECTIVE DATE	Last day for SETTLEMENT ADMINISTRATOR to take down SETTLEMENT WEBSITE.
130 days following the EFFECTIVE DATE	Last day for SETTLEMENT CLASS MEMBERS to cash checks distributed from NET SETTLEMENT AMOUNT.
150 days following the EFFECTIVE DATE	Last day for SETTLEMENT ADMINISTRATOR to distribute any NET SETTLEMENT AMOUNT remaining from uncashed or returned checks sent to SETTLEMENT CLASS MEMBERS into a <i>cy pres</i> fund; and  Last day for SETTLEMENT ADMINISTRATOR to destroy CLASS MEMBER social security numbers.

#### **XIV. NONDISPARAGEMENT**

60. The CLASS REPRESENTATIVE and CLASS COUNSEL agree that he or they will not disparage LIFELOCK, or any of the RELEASED PARTIES, their current or former parents, subsidiaries, and/or current or former affiliates, and their managers, supervisors,

officers, directors, employees, shareholders, and agents, in any manner likely to be harmful to them or their business, business reputation, or personal reputation. This agreement not to disparage includes, but is not limited to, publishing disparaging statements (whether anonymously or for ascription) on the web, in blogs, in chat rooms, in emails, or in any other electronic means of transmitting information.

## **XV. CONFIDENTIALITY**

61. GOLDMAN, on his own behalf, as well as on behalf of his heirs, successors, assign and Advisors (as defined below), agree that neither they nor their counsel nor any person acting by, through, or in concert with them, shall publish, publicize, disseminate, communicate, or cause to be published, publicized, disseminated, or communicated to any entity or person, directly or indirectly, this AGREEMENT, or any information concerning this AGREEMENT, its terms and conditions or existence, the discussions and circumstances preceding this AGREEMENT, or any aspect of the relationship between GOLDMAN and LIFELOCK, including but not limited to the facts and circumstances alleged in the ACTION. Notwithstanding the foregoing, GOLDMAN and his attorneys are permitted to disclose that the dispute was settled amicably and that all parties are satisfied with the settlement. This provision shall not preclude GOLDMAN or his counsel from communicating to the COURT such matters as may be necessary to permit approval of the SETTLEMENT recited in this AGREEMENT. GOLDMAN may disclose the relevant SETTLEMENT terms to (1) his attorneys, tax advisors, and accountants (referred to herein as “Advisors”), CLASS MEMBERS requesting information, the COURT, co-counsel for any of the PARTIES, TRAX, counsel for TRAX, any existing or potential investor of or any existing or potential lender to any of the RELEASED PARTIES, the SETTLEMENT ADMINISTRATOR as may reasonably be requested to effectuate the terms and

conditions of this AGREEMENT, and/or as otherwise required to comply with any applicable law or regulation; and/or (2) any person or entity to whom the PARTIES agree in writing disclosure may be made to effectuate the terms of this AGREEMENT.

#### **XVI. PROHIBITION ON PRESS RELEASES**

62. The CLASS REPRESENTATIVE and CLASS COUNSEL agree that they will not contact the press, issue any press releases, give any interviews, or comment upon this SETTLEMENT to any person other than CLASS MEMBERS in any way other than as specifically provided in this AGREEMENT and will not display or otherwise reference this SETTLEMENT or this AGREEMENT on their firm websites other than to mention that they are CLASS COUNSEL. The CLASS REPRESENTATIVE and CLASS COUNSEL agree that, if approached by any person other than CLASS MEMBERS, they will say only that the ACTION settled.

#### **XVII. CONFIDENTIAL DOCUMENTS**

63. The CLASS REPRESENTATIVE and CLASS COUNSEL acknowledge and agree that LIFELOCK is a publicly traded company and that the discussions and the information exchanged in the course of negotiating this SETTLEMENT and this AGREEMENT is confidential and was made available on the condition that it not be disclosed to third parties, that it not be the subject of public comment, and that it not be publicly disclosed or used by the CLASS REPRESENTATIVE or CLASS COUNSEL in any way in the ACTION should it not settle or in any other proceeding.

64. All of the PARTIES agree to cooperate and to work with one another to protect any confidential materials produced informally in connection with the Mediation and the negotiation of this AGREEMENT. This includes, but is not limited to, promptly complying with



all aspects of the Non-Disclosure and Confidentiality Agreement dated April 1, 2015, including destroying any and all documents received under that Agreement within ten (10) calendar days after the EFFECTIVE DATE.

**XVIII. AGREEMENT TO COOPERATE**

65. The PARTIES agree to cooperate in the SETTLEMENT ADMINISTRATION process, implementation of the SETTLEMENT, and to effectuate the terms of this AGREEMENT and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration and implementation of the SETTLEMENT.

**XIX. FURTHER ASSURANCES**

66. The PARTIES agree to execute and deliver any additional papers, documents, and other assurances, and agree to do any other acts reasonably necessary to perform their respective obligations under this AGREEMENT and to carry out this AGREEMENT's expressed intent.

**XX. CHOICE OF LAW**

67. In determining the rights of the PARTIES hereto, this AGREEMENT shall be governed by, construed, and interpreted in accordance with the internal laws of the state of Arizona, without regard to the conflict of laws principles thereof.

**XXI. BINDING EFFECT OF THE AGREEMENT**

68. The terms of this AGREEMENT shall inure to the benefit of, and be binding upon, the PARTIES and their respective heirs, legal representatives, executors, administrators, successors, and assigns upon the EFFECTIVE DATE.

**XXII. INTEGRATION CLAUSE**

69. This AGREEMENT and its attachments constitute the entire agreement of the PARTIES with respect to the matters discussed herein and supersede all prior or

contemporaneous oral or written understandings, negotiations, agreements, statements, or promises. In executing this AGREEMENT, the PARTIES acknowledge that they have not relied upon any oral or written understandings, negotiations, agreements, statements, or promises that are not set forth in this AGREEMENT. The PARTIES also acknowledge and agree that each has been represented by its own counsel with respect to the negotiating and drafting of this SETTLEMENT and this AGREEMENT.

### **XXIII. AGREEMENT DRAFTED BY ALL PARTIES**

70. This AGREEMENT has been, and shall be construed to have been, drafted by all the PARTIES to it and the PARTIES agree that any rule which construes ambiguities against the drafter shall have no force or effect.

### **XXIV. HEADINGS**

71. The headings and captions contained in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this AGREEMENT or the intent of any provision thereof.

### **XXV. TERMINOLOGY AND CONSTRUCTION**

72. All personal pronouns used in this AGREEMENT, whether used in the masculine, feminine, or neuter gender, shall include all other genders and the singular shall include the plural and vice versa.

73. All references herein to sections, paragraphs, and exhibits refer to sections, paragraphs, and exhibits of and to this AGREEMENT, unless otherwise expressly stated in the reference.

**XXVI. RECITALS**

74. The Recitals are incorporated by this reference and are a part of this AGREEMENT.

**XXVII. VOLUNTARY AGREEMENT**

75. The PARTIES enter this AGREEMENT voluntarily and without duress or undue influence.

**XXVIII. CONFLICTS**

76. In the event of a conflict between this AGREEMENT and any other document prepared pursuant to the SETTLEMENT, the terms of this AGREEMENT supersede and control.

**XXIX. MODIFICATIONS**

77. This AGREEMENT may not be amended or modified in any respect except by a written instrument duly executed by all of the PARTIES to this AGREEMENT or their counsel.

78. The PARTIES agree that nonmaterial amendments or modifications to this AGREEMENT may be made in writing after PRELIMINARY APPROVAL without the need to seek the COURT's approval to provide further notice to the CLASS.

**XXX. REASONABLE EXTENSIONS OF TIME**

79. Without further order of the COURT and without further notice to the CLASS, the PARTIES may agree to reasonable extensions of time to carry out any of the provisions of this AGREEMENT or the PRELIMINARY APPROVAL ORDER.

**XXXI. NO ADMISSIONS**

80. If this AGREEMENT does not become effective or is cancelled, withdrawn, or terminated for any reason, it shall be deemed negotiation for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever in the ACTION or any

proceedings between the PARTIES or in any other action related to the RELEASED CLAIMS or otherwise involving the PARTIES. LIFELOCK denies all of the claims, contentions, and each and every allegation made by the CLASS REPRESENTATIVE in the ACTION. Nothing in this AGREEMENT may constitute, may be construed as, or may be used as an admission by LIFELOCK of any fault, wrongdoing, or liability whatsoever.

**XXXII. NO TAX ADVICE**

81. Neither CLASS COUNSEL nor LIFELOCK's COUNSEL intend anything contained herein to constitute legal advice regarding the tax consequences of any amount paid hereunder, nor shall it be relied upon as such.

**XXXIII. PRIVILEGE RETAINED**

82. Nothing in this AGREEMENT, the negotiations leading up to this AGREEMENT, or the Mediation is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including without limitation the attorney-client privilege and/or work product immunity, by any of the PARTIES.

**XXXIV. INADMISSIBILITY**

83. This AGREEMENT (whether approved or not approved, revoked, terminated, or made ineffective for any reason) and any proceedings or discussions related to this AGREEMENT are inadmissible as evidence of any liability or wrongdoing whatsoever in any Court or tribunal in any state, territory, or jurisdiction. Further, neither this AGREEMENT, the SETTLEMENT, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this AGREEMENT and the binding effect of the FINAL APPROVAL ORDER and JUDGMENT.

**XXXV. WAIVER**

84. Any failure by any PARTY to insist upon the strict performance by any other PARTY of any provision of this AGREEMENT shall not be deemed a waiver of any provision of this AGREEMENT and such PARTY, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this AGREEMENT.

**XXXVI. WARRANTIES**

85. Each signatory to this AGREEMENT hereby warrants that (s)he has the authority to execute this AGREEMENT and thereby bind the respective PARTY.

86. The CLASS REPRESENTATIVE warrants and represents that he is the sole and lawful owner of all rights, title, and interest in and to all of the RELEASED CLAIMS and that he has not heretofore voluntarily, by operation of law or otherwise, sold, assigned, or transferred or purported to sell, assign, or transfer to any other person or entity any RELEASED CLAIMS or any part or portion thereof

**XXXVII. COUNTERPARTS**

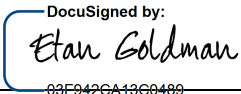
87. This AGREEMENT may be executed in one or more counterparts, each of which shall be an original, and this AGREEMENT is effective upon execution of at least one counterpart by each PARTY to this AGREEMENT.

**EXHIBITS**

- |           |   |
|-----------|---|
| Exhibit 1 | Long-Form Notice  |
| Exhibit 2 | Summary Notice  |
| Exhibit 3 | [proposed] Order Granting Preliminary Approval of Class Action Settlement |
| Exhibit 4 | General Release   |

Dated: 5/15/2015, 2015

PLAINTIFF Etan Goldman

Signed:  \_\_\_\_\_  
03F942CA13C0480...

Dated: \_\_\_\_\_, 2015

BERMAN DEVALERIO

Signed: \_\_\_\_\_  
Todd A. Seaver  
Attorneys for Plaintiff Etan Goldman

Dated: \_\_\_\_\_, 2015

HAMMONDLAW, P.C.

Signed: \_\_\_\_\_  
Julian Hammond  
Attorneys for Plaintiff Etan Goldman

Dated: \_\_\_\_\_, 2015

On behalf of Defendant LIFELOCK, INC.

Signed: \_\_\_\_\_  
Its: Chief Legal Strategist

Dated: \_\_\_\_\_, 2015

SACKS, RICKETTS & CASE LLP

Signed: \_\_\_\_\_  
Luanne Sacks  
Attorneys for Defendant LIFELOCK, INC.

Dated: \_\_\_\_\_, 2015

PLAINTIFF Etan Goldman

Signed: \_\_\_\_\_

Dated: May 15, 2015

BERMAN DEVALERIO

Signed:  \_\_\_\_\_

Todd A. Seaver  
Attorneys for Plaintiff Etan Goldman

Dated: \_\_\_\_\_, 2015

HAMMONDLAW, P.C.

Signed: \_\_\_\_\_

Julian Hammond  
Attorneys for Plaintiff Etan Goldman

Dated: \_\_\_\_\_, 2015

On behalf of Defendant LIFELOCK, INC.

Signed: \_\_\_\_\_

Its: Chief Legal Strategist

Dated: \_\_\_\_\_, 2015

SACKS, RICKETTS & CASE LLP

Signed: \_\_\_\_\_

Luanne Sacks  
Attorneys for Defendant LIFELOCK, INC.

Dated: \_\_\_\_\_, 2015

PLAINTIFF Etan Goldman

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015


BERMAN DEVALERIO

Signed: \_\_\_\_\_

Todd A. Seaver  
Attorneys for Plaintiff Etan Goldman

Dated: <sup>May 15</sup> \_\_\_\_\_, 2015

HAMMONDLAW, P.C.

Signed:  \_\_\_\_\_

Julian Hammond  
Attorneys for Plaintiff Etan Goldman

Dated: \_\_\_\_\_, 2015

On behalf of Defendant LIFELOCK, INC.

Signed: \_\_\_\_\_

Its: Chief Legal Strategist

Dated: \_\_\_\_\_, 2015

SACKS, RICKETTS & CASE LLP

Signed: \_\_\_\_\_

Luanne Sacks  
Attorneys for Defendant LIFELOCK, INC.



Dated: \_\_\_\_\_, 2015

PLAINTIFF Etan Goldman

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

BERMAN DEVALERIO

Signed: \_\_\_\_\_

Todd A. Seaver  
Attorneys for Plaintiff Etan Goldman

Dated: \_\_\_\_\_, 2015

HAMMONDLAW, P.C.

Signed: \_\_\_\_\_

Julian Hammond  
Attorneys for Plaintiff Etan Goldman

Dated: \_\_\_\_\_, 2015

On behalf of Defendant LIFELOCK, INC.

Signed: \_\_\_\_\_

  
Its: Chief Legal Strategist

Dated: \_\_\_\_\_, 2015

SACKS, RICKETTS & CASE LLP

Signed: \_\_\_\_\_

Luanne Sacks  
Attorneys for Defendant LIFELOCK, INC.

Dated: \_\_\_\_\_, 2015

PLAINTIFF Etan Goldman

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015

BERMAN DEVALERIO

Signed: \_\_\_\_\_

Todd A. Seaver  
Attorneys for Plaintiff Etan Goldman

Dated: \_\_\_\_\_, 2015

HAMMONDLAW, P.C.

Signed: \_\_\_\_\_

Julian Hammond  
Attorneys for Plaintiff Etan Goldman

Dated: \_\_\_\_\_, 2015

On behalf of Defendant LIFELOCK, INC.

Signed: \_\_\_\_\_

Its: Chief Legal Strategist

Dated: May 15, 2015

SACKS, RICKETTS & CASE LLP

Signed: \_\_\_\_\_

  
Luanne Sacks  
Attorneys for Defendant LIFELOCK, INC.

# **EXHIBIT 1**

# **EXHIBIT 1**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

ETAN GOLDMAN

v.

LIFELOCK, INC.

Case No. 1-15-CV-276235

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**TO:** All current and former members of LifeLock, Inc. (“LIFELOCK”) with a California billing address who enrolled in any LIFELOCK protection plan or subscription service between December 1, 2010, and [preliminary approval date] (the “Class Period”) and who paid one or more auto renewed monthly or annual membership fees (the “Class”). Excluded are the Judge and judicial staff assigned to the case and their immediate families, LIFELOCK, any entities in which LIFELOCK has a controlling interest or which have a controlling interest in LIFELOCK, LIFELOCK’s officers and directors, LIFELOCK’s attorneys in the Action, and Class Counsel.

**IF YOU ARE A MEMBER OF THIS CLASS, YOU SHOULD READ  
THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT  
YOUR LEGAL RIGHTS AND OBLIGATIONS.**

A proposed Settlement has been reached in the class action lawsuit, *Etan Goldman v. LifeLock, Inc.*, Case No. 1-15-cv-276235, pending in the Superior Court of the State of California, County of Santa Clara (the “Action”). The Action alleges that the process by which LIFELOCK subscription plan members enrolled failed to adhere to the California Automatic Renewal Law’s requirements and derivatively violated California Unfair Competition Law. LIFELOCK denies all allegations. The Court did not decide that there was any merit to the claims in the Action or that any recovery from LIFELOCK is appropriate. Instead, both sides agreed to a Settlement. That way, they avoid the costs and delay of further legal proceedings and the Class Members will get the benefits of the Settlement.

If you paid one or more auto renewed monthly or annual membership fees to LIFELOCK during the Class Period, you are entitled to a pro rata payment from the Settlement in the Action (the “Settlement”) if the Court approves the Settlement. If the Court approves the Settlement and you are Class Member, you do not need to do anything to receive your pro rata Settlement payment. You may also choose to exclude yourself from or object to the Settlement with the option to appear at the Final Approval Hearing.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE A PRO RATA SETTLEMENT PAYMENT</b>	<p>If the Court approves the Settlement, and if you are a Class Member, you will automatically receive a pro rata Settlement payment.</p> <p>If you do nothing, you will be bound by the terms of the Settlement and Judgment in the case and you will give up your right to be part of any other legal proceeding against LIFELOCK about the claims in the Action.</p>
<b>OBJECT NO LATER THAN [INITIAL NOTICE DATE + 60]</b>	<p>Submit a written objection explaining why you do not like the Settlement and think it should not be approved. You must send your objection to Class Counsel by U.S. Mail postmarked no later than [INITIAL NOTICE DATE +60]. If you submit a written objection, you may also speak at the Final Approval Hearing to explain your position. You are not required to attend the hearing, however. The Final Approval Hearing will take place on [DATE]. If you submit a written objection and the Settlement receives Final Approval from the Court, you will still receive your pro rata share Settlement payment but will give up your right to be part of any other legal proceeding against LIFELOCK about the claims in the Action.</p>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT NO LATER THAN [NOTICE DATE + 60]</b>	<p>Exclude yourself from the Settlement and get no payment. This is the only option that allows you to be part of another legal proceeding against LIFELOCK about the legal claims in the Action.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Settlement Website is [www.ARLClassAction.com](http://www.ARLClassAction.com) and has more information about the Settlement including the Settlement Agreement and documents filed with the Court in the Action.
- The Court in charge of the Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The pro rata Settlement payment to each Class Member will be provided only if the Court gives Final Approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

## **BACKGROUND INFORMATION**

### **1. Why Did I Get This Notice?**

You received this Notice because LIFELOCK’s records indicate that you paid one or more automatically renewed monthly or annual membership fees to LIFELOCK between December 1, 2010, and [DATE OF PRELIM APPROVAL], and have a California billing address.

The Court ordered this Notice because you have a right to know about the proposed Settlement and all of your options before the Court decides whether to give Final Approval to the Settlement. If the Court gives Final Approval to the Settlement and after any objections and appeals are resolved, if you are a Class Member, you will automatically receive your pro rata Settlement payment. You will be informed of the progress of the Settlement on the Settlement Website.

This Notice explains the Action, the proposed Settlement, your legal rights, what Settlement benefits are available, and who is eligible for them.

## 2. *What Is The Lawsuit About?*

The lawsuit or Action is known as *Etan Goldman v. LifeLock, Inc.*, Case No 1-15-cv-276235, currently pending in the Superior Court of the State of California, County of Santa Clara. Judge Peter Kirwan is in charge of the Action. The person who sued is the Plaintiff or Class Representative and the company he sued, LIFELOCK, is the Defendant.

The Action claims that the process by which LIFELOCK subscription plan members enrolled failed to disclose the automatically renewing nature of the membership as required by California's Automatic Renewal Law (Business and Professions Code sections 17600, *et seq.*). Based upon this alleged statutory violation, the Class Representative also asserts claims under California's Unfair Competition Law (Business and Professions Code sections 17200, *et seq.*).

LIFELOCK denies all allegations. The Court did not decide that there is any merit to the claims in the Action or that any recovery from LIFELOCK is appropriate. Instead, both sides agreed to a Settlement. That way, they avoid the costs and delay of further legal proceedings and the Class Members will get the benefits of the Settlement.

**The issuance of this Notice is NOT an expression of the Court's opinion on the merits or lack of merits of any of the claims in the Action. LIFELOCK denies any wrongdoing and denies that the Class Representative's claims can be adjudicated appropriately on a class-wide basis.**

This description of the Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit the Clerk's office at the Santa Clara County Superior Court located at 191 North First Street, San Jose, California 95113. The Clerk will tell you how to obtain the file for inspection and copying at your own expense. You may also visit the e-filing website of the Santa Clara County Superior Court, <https://www.scefiling.org/> and enter the case number, 1-15-CV-276235, for more information.

## 3. *Why Is This A Class Action?*

In a class action lawsuit, one or more people called "Class Representative" sue on behalf of him or herself and on behalf of other people with similar claims. In this Action, the Class Representative is Etan Goldman. For purposes of the proposed Settlement, one court will resolve the issues for all Class Members, except for those people who timely and properly exclude themselves from the Class and the Settlement.

## 4. *Why Is There A Settlement?*

The Court did not decide that the Class Representative was entitled to any recovery from LIFELOCK. Instead, both sides agreed to a Settlement. That way, they avoid the costs and delay of further legal proceedings and the Settlement Class Members will get the benefits of the Settlement. The Class Representative and his attorneys, Class Counsel, think the Settlement is best for all Class Members.

## 5. *How Do I Know If I Am Part Of The Settlement?*

The Court has decided that everyone who fits the below description is a Class Member for purposes of the proposed Settlement:

All current and former LIFELOCK members with a California billing address who enrolled in any LIFELOCK protection plan or subscription service between December 1, 2010, and [preliminary approval date] and who paid one or more auto renewed monthly or annual membership fees. Excluded from the Class are the Judge and judicial staff assigned to the case and their immediate families, LIFELOCK, any entities in which LIFELOCK has a controlling interest or which have a controlling interest in LIFELOCK, LIFELOCK's officers and directors, LIFELOCK's attorneys in the ACTION, and Class Counsel.

## **6. *I'm Still Not Sure If I Am Included.***

If you are still not sure whether you are included or why you received this Notice, you can ask for free help. You can call the Settlement Administrator at (888) 242-6443 for more information or review all the Settlement documents found on the Settlement Website.

**PLEASE DO NOT CALL THE COURT, LIFELOCK, OR LIFELOCK'S COUNSEL IF YOU HAVE ANY QUESTIONS ABOUT THE SETTLEMENT.**

## **THE PROPOSED SETTLEMENT**

### **7. *What Relief Does The Settlement Provide To The Class?***

Pursuant to the Settlement, LIFELOCK will pay a Settlement Fund in the total amount of Two Million Five Hundred Thousand Dollars (\$2.5 Million). From the Settlement Fund, the Settlement Administrator will pay any Administration Costs associated with the administration of the Settlement, any Incentive Award to the Class Representative, and any Fee and Expense Award to Class Counsel.

The remaining amount, the Net Settlement Amount, will be distributed by the Settlement Administrator on a pro-rata basis to all Class Members who did not timely exclude themselves from the Settlement. It is estimated that the Administrative Costs will be Three Hundred Thousand Dollars (\$300,000). Class Counsel may request up to Five Hundred Thousand Dollars (\$500,000) for a Fee and Expense Award and up to Five Thousand Dollars (\$5,000) for an Incentive Award to the Class Representative. Thus, the Net Settlement Amount should be at least One Million Six Hundred Ninety-five Dollars (\$1,695,000).

By way of example, if the Court awards Class Counsel the full Five Hundred Thousand Dollar (\$500,000) Fee and Expense Award that may be requested and awards the Class Representative the full Five Thousand Dollar (\$5,000) Incentive Award that may be requested, it is estimated that each member of the Settlement Class will receive approximately Five Dollars and Sixty-five Cents (\$5.65).

### **8. *How Do I Get My Payment?***

If LIFELOCK's computer records identify you as a Class Member and you do not exclude yourself from the Settlement, the Settlement Administrator will automatically mail to you your pro-rata portion of the Net Settlement Amount after the Effective Date of the Settlement. If the Court approves the Settlement, you do not need to do anything to receive your pro-rata Settlement payment.

### **9. *When Will I Get My Payment?***

The Court will hold a Final Approval Hearing on [DATE], to decide whether to give final approval of the Settlement. Even if the Court gives final approval of the Settlement, there may be appeals. It is always uncertain when any appeals will be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the Settlement Website at [www.ARLClassAction.com](http://www.ARLClassAction.com). Within forty (40) days of the Effective Date of the Settlement, the Settlement Administrator will automatically mail to you your pro-rata portion of the Net Settlement Amount. **Please be patient.**

## **THE LAWYERS REPRESENTING YOU AND THE CLASS REPRESENTATIVE**

### **10. *Do I Have A Lawyer In This Case?***

The Court has appointed HammondLaw, PC and Berman DeValerio ("Class Counsel") to represent the interests of all Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. You can contact Class Counsel as follows:

QUESTIONS? CALL TOLL-FREE (888) 242-6443 OR VISIT [WWW.ARLCLASSACTION.COM](http://WWW.ARLCLASSACTION.COM)

Julian Hammond  
Ari Cherniak  
HAMMONDLAW, P.C.  
1829 Reisterstown Rd. Suite 410  
Baltimore, MD 21208  
Telephone: (310) 601-6766  
Facsimile: (310) 295-2385  
jhammond@hammondlawpc.com  
acherniak@hammondlawpc.com

Todd A. Seaver  
Victor S. Elias  
BERMAN DEVALERIO  
One California, Street Suite 900  
San Francisco, CA 94111  
Telephone: (415) 433-3200  
Facsimile: (415) 433-6382  
tseaver@bermandevalerio.com  
velias@bermandevalerio.com

#### **11. *How Will The Lawyers Be Paid?***

Class Counsel may request up to a total of Five Hundred Thousand Dollars (\$500,000) for their attorneys' fees and expenses to be paid from the Settlement Fund. LIFELOCK has agreed not to object to any attorneys' fees and expense request by Class Counsel that does not exceed Five Hundred Thousand Dollars (\$500,000) in total. You may object to the amount requested by Class Counsel, however. The Court will make the final decision as to any amount to be paid to Class Counsel as a Fee and Expense Award and may award less than the amount requested by Class Counsel.

#### **12. *Will The Class Representative Receive Any Compensation For His Efforts In Bringing This Action?***

The Class Representative will request a service award (also known as an "incentive" award) of up to Five Thousand Dollars (\$5,000) for his services as the Class Representative and efforts in bringing the Action. LIFELOCK has agreed not to object to an Incentive Award request by the Class Representative that does not exceed Five Thousand Dollars (\$5,000) in total. You may object to any amount requested by the Class Representative, however. The Court will make the final decision as to any amount to be paid to the Class Representative as an Incentive Award and may award less than requested.

### **RELEASE OF ALL CLAIMS**

#### **13. *What Am I Giving Up To Obtain Relief Under The Settlement?***

If the Court gives final approval of the Settlement, unless you timely and properly exclude yourself from the Settlement, you will be releasing your claims against LIFELOCK. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit or legal proceeding regarding the allegations in the Action and specifically the Released Claims. The Settlement Agreement, available on the Settlement Website at [www.ARLClassAction.com](http://www.ARLClassAction.com), contains the full terms of the release and the Released Claims.

### **HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT**

#### **14. *How Do I Exclude Myself From The Settlement?***

If you do not want to receive any benefits from the Settlement, including a pro-rata share of the Net Settlement Amount, and you want to keep the right to sue or continue to sue LIFELOCK on your own about the legal issues in the Action, then you must take steps to get out. This is called excluding yourself from the Settlement (also referred to as "opting out").

If you want to be excluded from the Class and the Settlement, you must send a letter requesting exclusion stating: (a) the name and case number of the Action, "*Goldman v. LifeLock, Inc.*, Santa Clara Superior Court Case No. 1-15-cv-276235"; (b) your full name and address; and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than [INITIAL NOTICE + 60 DAYS] to the Settlement Administrator at:

QUESTIONS? CALL TOLL-FREE (888) 242-6443 OR VISIT [WWW.ARLCLASSACTION.COM](http://WWW.ARLCLASSACTION.COM)



Goldman v. LifeLock, Inc. Settlement Administrator  
c/o GCG  
PO Box 10183  
Dublin, OH 43017-3183

**Be sure to sign your request for exclusion.** If you timely and properly request exclusion from the Class and the Settlement, you will be excluded from the Class, you will not be bound by the judgment entered in the Action or any Final Approval of the Settlement, and you will not be precluded from prosecuting any timely individual claim against LIFELOCK based on the conduct complained of in the Action.

## HOW TO OBJECT TO THE SETTLEMENT

### 15. *How Do I Tell The Court That I Do Not Like The Settlement?*

You can tell the Court that you do not agree with the Settlement or some part of it but not exclude yourself from the Class or the Settlement. This is called objecting to the Settlement. If you are a Class Member and have not excluded yourself from the Class or the Settlement, you can object to the Settlement or any part of the Settlement Agreement. You can give reasons why you do not think the Court should approve it. You can also object to any Fee and Expense Award requested by Class Counsel or any Incentive Award requested by the Class Representative. You can give reasons for the objection and why you think the Court should not approve any Fee and Expense Award requested by Class Counsel or any Incentive Award requested by the Class Representative. The Court will consider your views.

To object, you must state in writing that you object to the Settlement of the Action. Please note that it is not sufficient to simply state that you object. Any written objections must state: (a) the name and case number of the Action: “Goldman v. LifeLock, Inc., Santa Clara Superior Court Case No. 1-15-cv-276235”; (b) the Class Member’s full name and address; (c) a statement of the position(s) and objection(s) asserted, including the factual and legal grounds for each position and objection; and (d) copies of any documents supporting each position and objection asserted. To be considered, your written statement of objection must be postmarked no later than [INITIAL NOTICE + 60 days] and submitted to Class Counsel at:

CLASS COUNSEL
JULIAN HAMMOND HAMMONDLAW, PC 1829 REISTERSTOWN RD. SUITE 410 BALTIMORE, MD 22108

On [DATE], the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate and to also consider Class Counsel’s request for a Fee and Expense Award and an Incentive Award to the Class Representative. If you timely submit a valid written objection, you may appear at the Final Approval Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear at the Final Approval Hearing, if you do not want to.

**IF YOU DO NOT TIMELY MAKE A VALID OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.**

Even if you object to the Settlement, you will receive your pro rata share of the Net Settlement Amount and will be bound by all terms of the Settlement, including the release of the Released Claims, if the Court grants final approval of the Settlement.

### 16. *What Is The Difference Between Excluding Myself And Objecting To The Settlement?*

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class and from the Settlement is telling the Court that you do not want to be part of the Class, you will not receive any of the benefits under the Settlement, and you will not be bound by the Settlement if the Court gives final approval of the Settlement. If you exclude yourself from the Class and the Settlement,

QUESTIONS? CALL TOLL-FREE (888) 242-6443 OR VISIT WWW.ARLCLASSACTION.COM

you have no basis to object because the Settlement, even if the Court gives final approval, no longer affects you.

## DOING NOTHING

### 17. *What If I Do Nothing?*

If you do nothing and the Court gives final approval of the Settlement, you will be included in the Settlement and be bound by the release of claims in the Settlement as described above.

## FINAL APPROVAL HEARING

### 18. *What Is The Final Approval Hearing?*

The Court has preliminarily approved the Settlement and will hold a Fairness Hearing, called the Final Approval Hearing, to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class and whether final approval of the Settlement should be given; to consider any objections to the Settlement; to consider the request for a Fee and Expense Award to Class Counsel; and to consider the request for an Incentive Award to the Class Representative.

### 19. *When And Where Is The Final Approval Hearing?*

On [DATE], a hearing will be held on the fairness of the preliminarily approved Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness from Class Members who timely submitted valid written objections. The Final Approval Hearing will take place before the Honorable Peter H. Kirwan in Department 1 of the Santa Clara County Superior Court located at 191 North First Street, San Jose, California 95113.

The Final Approval Hearing may be postponed to a different date or time or location without notice. Please check the Settlement Website at [www.ARLClassAction.com](http://www.ARLClassAction.com) for any updates about the Settlement generally or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

### 20. *May I Speak At The Final Approval Hearing?*

At the Final Approval Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement from Class Members who timely submitted valid written objections.

You may attend, but you do not have to. As described above, you may speak at the Final Approval Hearing only if you have timely mailed a valid written objection.

If you have requested exclusion from the Settlement and the Class, however, you may not speak at the Final Approval Hearing.

## GETTING MORE INFORMATION

### 21. *How Do I Get More Information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's motion for attorneys' fees and costs, the Complaint filed in the Action, and other documents that may be available regarding the Settlement, please visit the Settlement Website located at [www.ARLClassAction.com](http://www.ARLClassAction.com) or by calling the Settlement Administrator at (888) 242-6443 or by mailing the Settlement Administrator at *Goldman v. LifeLock, Inc.*, c/o GCG PO Box 10183, Dublin, OH 43017-3183.

QUESTIONS? CALL TOLL-FREE (888) 242-6443 OR VISIT [WWW.ARLCLASSACTION.COM](http://WWW.ARLCLASSACTION.COM)

**22. *What If My Address Or Other Information Has Changed Or Changes After I Receive This Notice Claim Form?***

It is your responsibility to inform the Settlement Administrator of your updated information to make sure the Settlement Administrator mails the check representing your pro rata share of the Net Settlement Amount to your correct address. You may do so at the address below:

*Goldman v. LifeLock, Inc.*  
c/o GCG  
PO Box 10183  
Dublin, OH 43017-3183

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE ACTION TO THE COURT, LIFELOCK, INC., OR LIFELOCK, INC.'s ATTORNEYS**

Dated: **DATE**

By: Order of the HON. PETER H. KIRWAN JUDGE OF  
THE SANTA CLARA COUNTY SUPERIOR COURT

# **EXHIBIT 2**

# **EXHIBIT 2**

**IF YOU WERE A CURRENT OR FORMER LIFELOCK MEMBER WITH A CALIFORNIA BILLING ADDRESS WHO ENROLLED IN ANY LIFELOCK PROTECTION PLAN OR SUBSCRIPTION SERVICE BETWEEN DECEMBER 1, 2010, AND [Preliminary Approval Date], AND PAID ONE OR MORE AUTO RENEWED MONTHLY OR ANNUAL MEMBERSHIP FEES, A CLASS ACTION SETTLEMENT MAY AFFECT YOU**

**The sole purpose of this notice is to inform you of the settlement so that you may decide what to do.**

A proposed Settlement has been reached in the class action lawsuit, *Etan Goldman v. LifeLock, Inc.* Case No. 1-15-cv-276235 pending in the Superior Court of the State of California, County of Santa Clara (the “Action”). The Action alleges that the process by which LifeLock, Inc. (“LIFELOCK”) subscription plan members enrolled failed to adhere to the California Automatic Renewal Law’s requirements and derivatively violated California’s Unfair Competition Law. LifeLock denies all allegations. If the Settlement is approved, you may automatically receive a Settlement payment. You may also choose to exclude yourself from or object to the Settlement with the option to appear at the Final Approval Hearing.

**Your Options:**

- **Do Nothing:** Automatically receive your pro rata Settlement payment. You will be bound by the terms of the Settlement and Judgment in this case and give up your right to be part of any other legal proceeding against LIFELOCK about the claims in the Action;
- **Exclude Yourself from the Settlement:** Get no Settlement payment. This is the only option that allows you to be part of another legal proceeding against LIFELOCK about the claims in the Action;
- **Object to the Settlement:** Submit a written objection explaining why you do not like the Settlement, automatically receive your pro rata Settlement payment, and give up your right to be part of any other legal proceeding against LIFELOCK about the claims in the Action.

All requests to be excluded from the Settlement and objections to the Settlement must be postmarked by [INITIAL NOTICE DATE + 60 days].

For more information about the Action, the Settlement, and procedures for requesting exclusion or submitting an objection, please visit: [www.ARLClassAction.com](http://www.ARLClassAction.com) or call (888) 242-6443.

PLEASE DO NOT CONTACT LIFELOCK OR THE COURT FOR INFORMATION

# **EXHIBIT 3**

# **EXHIBIT 3**

1 Julian Hammond (SBN 271067)  
jhammond@hammondlawpc.com  
2 Ari Cherniak (SBN 290071)  
acherniak@hammondlawpc.com  
3 HAMMONDLAW, P.C.  
4 1829 Reisterstown Rd., Suite 410  
Baltimore, MD 21208  
5 (310) 601-6766

6 Todd Seaver (SBN 271067)  
tseaver@bermandevalerio.com  
7 Victor S. Elias (SBN 262269)  
velias@bermandevalerio.com  
8 BERMAN DEVALERIO  
9 One California Street, Suite 900  
San Francisco, CA 94111  
10 PHONE: (415) 433-3200

11 Attorneys for Plaintiff and  
12 the Putative Class

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF SANTA CLARA

15 ETAN GOLDMAN, individually and on )  
16 behalf of all others similarly situated, )  
17 Plaintiff, )  
18 vs. )  
19 LIFELOCK, INC., a Delaware corporation, )  
20 Defendant )  
\_\_\_\_\_ )

Case No. 115CV276235

) **[PROPOSED] ORDER GRANTING**  
) **PLAINTIFF'S MOTION FOR**  
) **PRELIMINARY APPROVAL OF CLASS**  
) **ACTION SETTLEMENT, APPROVAL**  
) **OF CLASS NOTICE, AND CLASS**  
) **CERTIFICATION**

1 Plaintiff's Motion for Preliminary Approval of Class Action Settlement Agreement and  
2 Release, Approval of Class Notice, and Class Certification came before this COURT and was  
3 heard on June 26, 2015 (the "Motion"). The COURT considered the Class Action Settlement  
4 Agreement and Release ("AGREEMENT") attached as Exhibit XX to the Declaration of Julian  
5 Hammond, the submissions of counsel, and all other papers filed in this ACTION. This  
6 PRELIMINARY APPROVAL ORDER incorporates, by reference, the definitions in the  
7 AGREEMENT. The matter having been argued and good cause appearing therefore, the COURT  
8 now finds and **HEREBY ORDERS THE FOLLOWING:**

9  
10 1. The provisions of the AGREEMENT are hereby preliminarily approved. The  
11 COURT finds that the SETTLEMENT and the AGREEMENT appear to be fair, adequate, and  
12 reasonable to the CLASS, free of collusion or indicia of unfairness, and within the range of  
13 possible judicial approval. The COURT also finds that the SETTLEMENT resulted from arm's  
14 length negotiations and is sufficient to warrant the dissemination of CLASS NOTICE to the  
15 CLASS MEMBERS.

16  
17 2. The COURT has considered the papers in support of the Motion and the  
18 AGREEMENT and finds that the proposed CLASS should be certified for settlement purposes  
19 only. Specifically, the COURT finds for settlement purposes only that the proposed CLASS: (a)  
20 is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d) the  
21 claims of the CLASS REPRESENTATIVE are typical of the claims of the proposed CLASS  
22 MEMBERS; (e) CLASS REPRESENTATIVE's counsel has and is able to adequately represent  
23 the proposed CLASS; and (f) class-wide treatment of this dispute is superior to individual  
24 litigation.

25  
26 3. Pursuant to California Code of Civil Procedure § 382, and for purposes of and  
27 solely in connection with the SETTLEMENT, the COURT finds that each of the requirements for  
28



1 certification of the CLASS set forth in the CLASS REPRESENTATIVE's Motion are met and  
2 hereby conditionally certifies the following CLASS for settlement purposes only:

3 All current and former LIFELOCK members with a California billing  
4 address who enrolled in any LIFELOCK protection plan or subscription  
5 service between December 1, 2010, and [preliminary approval date] and  
6 who paid one or more auto renewed monthly or annual membership fees.  
7

8 Excluded from the CLASS are the Judge and judicial staff assigned to this  
9 matter and their immediate families, LIFELOCK, any entities in which  
10 LIFELOCK has a controlling interest or which have a controlling interest  
11 in LIFELOCK, LIFELOCK'S officers and directors, LIFELOCK's  
12 attorneys in this ACTION, and CLASS COUNSEL.  
13

14 4. If the AGREEMENT is terminated or not consummated, the CLASS  
15 REPRESENTATIVE, the CLASS MEMBERS, and LIFELOCK shall be returned to their  
16 respective statuses as of the date immediately prior to the execution of the AGREEMENT and  
17 neither the AGREEMENT nor this PRELIMINARY APPROVAL ORDER shall have any  
18 bearing on, and neither shall be admissible in connection with, (a) any issue in this ACTION or  
19 any of the RELEASED CLAIMS; (b) whether certification or decertification would be  
20 appropriate in a non-settlement context; (c) LIFELOCK's liability for any final judgment or to  
21 any CLASS MEMBER; and (d) any judgment ultimately sought to be entered against  
22 LIFELOCK or otherwise. If the AGREEMENT is terminated or not consummated, the  
23 conditional SETTLEMENT certification shall be void and LIFELOCK shall have reserved and  
24 shall not have waived its rights to oppose any and all class certification motions, to oppose the  
25 adequacy of and appointment of the named Plaintiff as the class representative of any putative  
26  
27  
28

1 class, and to oppose the adequacy of and appointment of Plaintiff's Counsel as counsel for any  
2 putative class.

3 5. The COURT appoints and designates Plaintiff Etan Goldman as the CLASS  
4 REPRESENTATIVE.

5 6. The COURT appoints and designates HammondLaw, PC and Berman DeValerio  
6 as CLASS COUNSEL.

7 7. The COURT hereby approves, as to form and content, the proposed CLASS  
8 NOTICE, including the LONG FORM NOTICE and the SUMMARY NOTICE, attached as  
9 Exhibit 1 and 3 to the AGREEMENT (attached as Exhibit XX to the Declaration of Julian  
10 Hammond), including the procedure for CLASS MEMBERS to object to the SETTLEMENT or  
11 request exclusion from the SETTLEMENT.  
12

13 8. The COURT finds the proposed CLASS NOTICE to be the best means practicable  
14 of providing notice under the circumstances and when completed shall constitute due and  
15 sufficient notice of the ACTION, proposed SETTLEMENT, and FINAL APPROVAL  
16 HEARING to all CLASS MEMBERS and to all persons affected by and/or authorized to  
17 participate in the SETTLEMENT in full compliance with due process and the notice requirements  
18 of the California Rules of Court, the United States Constitution and any other applicable law.  
19

20 9. The COURT hereby appoints and designates the Garden City Group, LLC as the  
21 SETTLEMENT ADMINISTRATOR.  
22

23 10. The COURT hereby directs the SETTLEMENT ADMINISTRATOR to provide  
24 the approved CLASS NOTICE in accordance with the schedule below and using the procedures  
25 set forth in the AGREEMENT:

26 a. Within twenty-one (21) days following the entry of this PRELIMINARY  
27 APPROVAL ORDER, LIFELOCK shall provide the SETTLEMENT ADMINISTRATOR with  
28

1 an electronic list or database that includes the following information with respect to each CLASS  
2 MEMBER: first and last name; last known mailing address; social security number; and email  
3 address, if available.

4           b.       Within sixty (60) days following the entry of this PRELIMINARY  
5 APPROVAL ORDER (“INITIAL NOTICE DATE”), the SETTLEMENT ADMINISTRATOR  
6 shall establish the SETTLEMENT WEBSITE to provide information regarding the  
7 SETTLEMENT and requesting exclusion from or objecting to the SETTLEMENT and where  
8 CLASS MEMBERS may seek other information related to the SETTLEMENT.

9           c.       On or before the INITIAL NOTICE DATE, the SETTLEMENT  
10 ADMINISTRATOR shall distribute the SUMMARY NOTICE approved by the COURT via  
11 email for those CLASS MEMBERS for whom an email address is available and via First Class  
12 U.S. Mail postcard for those CLASS MEMBERS for whom an email address is unavailable.

13           d.       Within sixty (60) days of the date of the INITIAL NOTICE DATE (the  
14 “OBJECTION/EXCLUSION DEADLINE”), any Objection must be postmarked and served on  
15 CLASS COUNSEL pursuant to the procedures set forth in the CLASS NOTICE and the  
16 AGREEMENT.

17           e.       Any request for exclusion must be mailed to the SETTLEMENT  
18 ADMINISTRATOR and postmarked by the OBJECTION/EXCLUSION DEADLINE and  
19 pursuant to the procedures set forth in the CLASS NOTICE and the AGREEMENT.

20           f.       No later than fourteen (14) days before the OBJECTION/EXCLUSION  
21 DEADLINE, CLASS COUNSEL shall file any request for a FEE AND EXPENSE AWARD  
22 AND INCENTIVE AWARD.

1           g.       The SETTLEMENT ADMINISTRATOR shall provide a Declaration of  
2 Compliance as set forth in the AGREEMENT, which must be filed with the COURT no later than  
3 \_\_\_\_\_, 2015.

4           h.       CLASS COUNSEL shall file the CLASS REPRESENTATIVE's Motion  
5 for Final Approval of the SETTLEMENT no later than \_\_\_\_\_, 2015.  
6

7           11.     The provisions of the AGREEMENT relating to CLASS NOTICE, exclusion from  
8 the CLASS, objection to the SETTLEMENT, and the FINAL APPROVAL HEARING are  
9 deemed incorporated as if expressly set forth in this PRELIMINARY APPROVAL ORDER, and  
10 have the full force and effect of an order of this COURT.

11           12.     Any CLASS MEMBER may choose to be excluded from the SETTLEMENT as  
12 provided in the AGREEMENT and CLASS NOTICE and by following the instructions for  
13 requesting exclusion contained therein. Any CLASS MEMBER who timely and properly  
14 requests to be excluded from the SETTLEMENT will not be bound by the SETTLEMENT or the  
15 AGREEMENT or have any right to object, appeal, or comment thereon. Any request for  
16 exclusion must be signed by the requesting CLASS MEMBER and must comply with the  
17 requirements set forth in the AGREEMENT and CLASS NOTICE.  
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19           13.     CLASS MEMBERS who have not requested to be excluded from the  
20 SETTLEMENT by submitting a valid and timely written request shall be bound by all  
21 determinations of the COURT, the AGREEMENT, the SETTLEMENT, the FINAL APPROVAL  
22 ORDER, and any JUDGMENT entered.  
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24           14.     LIFELOCK shall pay to the SETTLEMENT ADMINISTRATOR all reasonable  
25 costs associated with the administration of the SETTLEMENT, distribution of CLASS NOTICE  
26 pursuant to the AGREEMENT and this PRELIMINARY APPROVAL ORDER, and any other  
27 tasks assigned to the SETTLEMENT ADMINISTRATOR by the AGREEMENT and this  
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1 PRELIMINARY APPROVAL ORDER, by LIFELOCK's and the CLASS REPRESENTATIVES'  
2 mutual agreement in writing, or by further order of this COURT.

3 15. A FINAL APPROVAL HEARING shall be held before this COURT on \_\_\_\_\_,  
4 2015, at \_\_\_\_\_ a.m./p.m. to determine all necessary matters concerning the SETTLEMENT set  
5 forth in the AGREEMENT, including whether the proposed SETTLEMENT is fair, adequate, and  
6 reasonable and should be finally approved by this COURT and whether to grant any FEE AND  
7 EXPENSE AWARD to CLASS COUNSEL and any INCENTIVE AWARD to the CLASS  
8 REPRESENTATIVE.

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10 **IT IS SO ORDERED.**

11  
12 DATED: \_\_\_\_\_

By: \_\_\_\_\_

HON. PETER KIRWAN  
Santa Clara County Superior Court

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# **EXHIBIT 4**

# **EXHIBIT 4**

## GENERAL RELEASE OF ALL CLAIMS BY PLAINTIFF ETAN GOLDMAN

1. In consideration of the payment of any Incentive Award approved by the Court, which sum shall not exceed Five Thousand Dollars (\$5,000.00), ETAN GOLDMAN (“GOLDMAN”), on his own behalf and on behalf of his administrators, representatives, and assigns, hereby completely releases and forever discharges LifeLock, Inc. (“LIFELOCK”) and its current and former parents, subsidiaries, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint venturers, and each and all of their respective officers, partners, directors, servants, agents, shareholders, investors, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, and insurers (“RELEASED PARTIES”), from any and all injuries, demands, losses, damages, costs, loss of service, expenses, compensations, claims, suites, causes of action, attorneys’ fees, obligations, or liabilities of any nature, type, or description, whether known or unknown, contingent or vested, in law or in equity, which Plaintiff has, may now have, or has ever had against any of the RELEASED Parties, or any of them arising from or in any way connected with Plaintiff’s relationship with LIFELOCK, as of the date of Plaintiff’s execution of this General Release. This General Release covers all statutory, common law, constitutional, and other claims, including but not limited to:

- (a) Any and all claims concerning the auto renewing and recurring nature of LIFELOCK’s subscription services;
- (b) Any and all claims concerning LIFELOCK’s disclosures concerning the auto renewing and recurring nature of its subscription services;
- (c) Any and all claims concerning LIFELOCK’s disclosure of its cancellation policies;
- (d) Any and all claims concerning his consent or lack of consent to LIFELOCK’s auto renewal and cancellation policies;
- (e) Any and all claims under California’s Auto Renewal statute, Cal. Bus. & Prof. Code § 17600, *et seq.* (“ARL”), California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (“UCL”), the Arizona Consumer Fraud Act, A.R.S. § 44-1521, *et seq.* (“ACFA”), or any other applicable law or statute related to LIFELOCK’s disclosures to him or his wife prior to enrollment in a LIFELOCK protection plan related to the auto renewing or recurring nature of LIFELOCK’s subscriptions and protection plans and/or its cancellation policies;
- (f) Any and all claims that LIFELOCK’s disclosures concerning the auto renewing or recurring nature of LIFELOCK’s subscription and protection plans and its cancellation policies violated the ARL, the UCL, the ACFA, or any other applicable law or statute;
- (g) Any and all claims that LIFELOCK’s disclosures concerning the auto renewing or recurring nature of LIFELOCK’s subscription and protection plans and/or its cancellation policies constituted a fraudulent, unlawful, unfair, or deceptive business practice, were unconscionable, violated consumer protection statutes, and/or constituted a breach of contract and/or breach of the covenant of good faith and fair dealing; and/or
- (h) Any and all claims concerning any fact or circumstance that relates to LIFELOCK’s disclosure of the auto renewing or recurring nature of LIFELOCK’s subscription and protection plans and/or its cancellation policies (collectively, the “RELEASED CLAIMS”).

This General Release described herein covers, includes, and is intended to include all remedies that could be sought for the RELEASED CLAIMS including, but not limited to, statutory,

constitutional, contractual, and common law claims for injunctive relief, declaratory relief, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, disgorgement, or equitable relief against LIFELOCK.

2. Waiver of Unknown Claims. GOLDMAN has read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

GOLDMAN hereby voluntarily waives the rights described in Section 1542 and elects to assume all risks for claims that now exist in his favor, whether known or unknown, against the RELEASED PARTIES. Accordingly, this General Release includes within its effect claims and causes of action which GOLDMAN does not know or suspect to exist in his favor at the time of his execution hereof and of the facts and circumstances relating in any manner to the RELEASED CLAIMS are hereafter found to be other than or different from the facts now believed to be true, this General Release shall remain effective.

3. Neither an appeal of, a modification of, nor a reversal on appeal of the INCENTIVE AWARD shall constitute grounds for cancellation or termination of this General Release.

4. GOLDMAN warrants and represents that he is the sole and lawful owner of all rights, title, and interest in and to all of the claims described above and that he has not heretofore voluntarily, by operation of law or otherwise, sold, assigned, or transferred or purported to sell, assign, or transfer to any other person or entity such claims or any part or portion thereof.


5. The Garden City Group LLC as the SETTLEMENT ADMINISTRATOR of the Class Action Settlement and Release (the "SETTLEMENT"), executed in the ACTION, shall issue GOLDMAN a Form 1099 reflecting the payment of any INCENTIVE AWARD.

6. GOLDMAN agrees that he alone is responsible for the tax consequences, including any penalties or interest, relating to the payment of any Incentive Award.

7. GOLDMAN and the Released Parties expressly agree that any and all force and effectiveness of this General Release is entirely contingent upon final approval of the SETTLEMENT. If the SETTLEMENT does not become final for any reason, then this General Release shall be null and void *ab initio*. Neither a modification of nor a reversal on appeal of the Incentive Award shall constitute grounds for cancellation or termination of this General Release, however.

Dated: 5/15/2015, 2015

ETAN GOLDMAN

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