

**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

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

Plaintiffs,

v.

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

Defendants.

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

CLASS ACTION

Hon. Susan R. Bolton

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

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

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

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

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

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<sup>1</sup> All capitalized terms not otherwise defined in this Notice shall have the meaning provided in the Stipulation and Agreement of Settlement, dated March 27, 2020 (the "Stipulation").

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p><b>SUBMIT A CLAIM FORM ONLINE OR POSTMARKED NO LATER THAN JULY 16, 2020</b></p>	<p>The <u>only</u> way to get a payment. <i>See</i> Question 8 below for details.</p>
<p><b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS SO THAT IT IS RECEIVED NO LATER THAN JUNE 30, 2020</b></p>	<p>Get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties concerning the Released Claims. <i>See</i> Question 11 below for details.</p>
<p><b>OBJECT SO THAT IT IS RECEIVED NO LATER THAN JUNE 30, 2020</b></p>	<p>Write to the Court about why you do not like the Settlement, the Plan of Allocation, or the Fee and Expense Application. If you object, you will still be a member of the Settlement Class. <i>See</i> Question 14 below for details.</p>
<p><b>GO TO A HEARING ON JULY 21, 2020 AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JUNE 30, 2020</b></p>	<p>Ask to speak in Court at the Settlement Hearing about the Settlement. <i>See</i> Question 16 and 18 below for details.</p>
<p><b>DO NOTHING</b></p>	<p>Get no payment AND give up your rights to bring your own individual action.</p>

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

## SUMMARY OF THE NOTICE

### Statement of the Settlement Class's Recovery

1. Subject to Court approval, Lead Plaintiffs, on behalf of the Settlement Class, have agreed to settle the Action in exchange for a payment of \$20,000,000 (the "Settlement Amount"), which will be deposited into an interest-bearing Escrow Account (the "Settlement Fund"). The Net Settlement Fund (as defined below) will be distributed to Settlement Class Members according to the Court-approved plan of allocation (the "Plan of Allocation" or "Plan"). The proposed Plan of Allocation is set forth on pages 12-18 below.

### Estimate of Average Amount of Recovery Per Share

2. Based on Lead Plaintiffs' consulting damages expert's estimate of the number of shares of LifeLock publicly traded common stock eligible to participate in the Settlement, and assuming that all such investors eligible to participate do so, Lead Plaintiffs estimate that the average recovery would be approximately \$0.28 per allegedly damaged share (before deduction of any Court-approved fees and expenses, such as attorneys' fees and expenses, Taxes, and Notice and Administration Expenses). If the Court approves the Fee and Expense Application (discussed below), the average recovery would be approximately \$0.19 per allegedly damaged share.<sup>2</sup> **Please note, however, that these average recovery amounts are only estimates and Settlement Class Members may recover more or less than these estimated amounts.** An individual Settlement Class Member's actual recovery will depend on for example: (i) the total number of claims submitted; (ii) the amount of the Net Settlement Fund; (iii) when the Settlement Class Member purchased or otherwise acquired shares of LifeLock publicly traded common stock or call options, or sold LifeLock publicly traded put options, during the Class Period; and (iv) whether and when the Settlement Class Member sold the securities. See the Plan of Allocation beginning on page 12 for information on the calculation of your Recognized Claim.

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

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

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

### Statement of Attorneys' Fees and Expenses Sought

5. Lead Counsel, on behalf of themselves and Liaison Counsel ("Plaintiffs' Counsel"), will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 30% of the Settlement Fund, which includes any accrued interest. Lead Counsel will also apply for payment of litigation expenses incurred by Plaintiffs' Counsel in prosecuting the Action in an amount not to exceed \$350,000, plus accrued interest, which may include an application pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA") for the reasonable costs and expenses (including lost wages) of Lead Plaintiffs directly related to their representation of the Settlement Class. If the Court approves Lead Counsel's Fee and Expense Application, the average amount of fees and expenses, assuming claims are filed for all shares eligible to participate in the Settlement, will be approximately

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

\$0.09 per allegedly damaged share of LifeLock common stock. A copy of the Fee and Expense Application will be posted on [www.LifeLockSecuritiesLitigation.com](http://www.LifeLockSecuritiesLitigation.com) after it has been filed with the Court.

### **Reasons for the Settlement**

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

### **Identification of Attorneys' Representatives**

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

8. Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting the Claims Administrator: c/o JND Legal Administration, PO Box 91368, Seattle, WA 98111, (877) 545-0231, or Lead Counsel, or visiting the Settlement website at [www.LifeLockSecuritiesLitigation.com](http://www.LifeLockSecuritiesLitigation.com).

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

**[END OF PSLRA COVER PAGE]**

### **BASIC INFORMATION**

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

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

10. The Court directed that this Notice be sent to Settlement Class Members to inform them of the terms of the proposed Settlement and about all of their options, before the Court decides whether to approve the Settlement at the upcoming hearing to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and Lead Counsel's Fee and Expense Application (the "Settlement Hearing").

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

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

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

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

14. The initial complaint in the Action was filed on July 22, 2015. On October 9, 2015, the Court issued an Order: (i) appointing Oklahoma Police Pension and Retirement System and Oklahoma Firefighters Pension and Retirement Systems as Lead Plaintiffs for the proposed class; and (ii) appointing Bernstein Liebhard LLP and Labaton Sucharow LLP as Lead Counsel, and Bonnett, Fairbourn, Friedman, & Balint, P.C. as Liaison Counsel. Lead Plaintiffs filed an amended complaint on December 10, 2015, alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 ("Exchange Act"), and Rule 10b-5 promulgated thereunder, by the United States Securities and Exchange Commission ("SEC"), against LifeLock, Todd Davis and Chris Power.

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

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

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

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

19. On October 23, 2019, the Parties filed a Proposed Case Management Plan with the Court. The Proposed Case Management Plan contemplated that the Parties would engage in accelerated fact discovery in order to determine whether they could reach a resolution of the matter. On December 3, 2019, the Court issued a scheduling order largely adopting the terms of the Parties' Proposed Case Management Plan. The Parties served their respective Rule 26 initial disclosures on November 15, 2019. During the accelerated discovery process the Parties negotiated mutually agreeable search parameters and produced documents responsive thereto. Document productions began on November 15, 2019 and were completed by the Parties as of February 21, 2020. In total, Lead Plaintiffs produced 14,671 pages of documents. Defendants produced 62,385 documents. In addition, the Parties took the deposition of a former LifeLock employee, who provided information about the Alerts Claims.

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

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

22. Lead Plaintiffs, through Lead Counsel, represent that they have conducted a thorough investigation relating to the claims, defenses, and underlying events and transactions that are the subject of the Action. This process included reviewing and analyzing: (i) documents filed publicly by the Company with the SEC; (ii) publicly available information, including press releases, news articles, and other public statements issued by or concerning the Company and the Defendants; (iii) research reports issued by financial analysts concerning the Company; (iv) other publicly available information and data concerning the Company, including information concerning LifeLock’s alerting services and data protection; (v) FTC documents, press releases, and filings related to the FTCs regulation and oversight of LifeLock; (vi) documents and communications obtained from the FTC through the Freedom of Information Act (“FOIA”); (vii) pleadings filed in other litigations concerning the events underlying the Complaint, which named certain Defendants herein as defendants or nominal defendants; (viii) 62,385 documents produced by Defendants in connection with accelerated discovery; and (ix) the applicable law governing the claims and potential defenses. Lead Counsel also interviewed 26 former LifeLock employees and other persons with relevant knowledge, and consulted with experts on FTC regulations, valuation, damages, and causation issues. The Parties also deposed a former LifeLock employee who provided information concerning the Alerts Claims.

### 3. Why is this a class action?

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

### 4. What are the reasons for the Settlement?

24. The Court did not finally decide in favor of Lead Plaintiffs or Defendants. Instead, both sides agreed to a settlement that will end the Action. Lead Plaintiffs and Lead Counsel believe that the claims asserted in the Action have merit, however, Lead Plaintiffs and Lead Counsel recognize the expense and length of continued proceedings necessary to pursue their claims through trial and appeals, as well as the difficulties in establishing liability and damages. In light of the Settlement and the guaranteed cash recovery to the Settlement Class, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

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

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

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

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

if you individually purchased or otherwise acquired LifeLock publicly traded common stock or call options, or sold LifeLock publicly traded put options during the Class Period.

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

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

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

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

### **THE SETTLEMENT BENEFITS**

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

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

#### **8. How can I receive a payment?**

32. To qualify for a payment, you must submit a timely and valid Claim Form. A Claim Form is included with this Notice. You can also obtain a Claim Form from the website dedicated to the Settlement: [www.LifeLockSecuritiesLitigation.com](http://www.LifeLockSecuritiesLitigation.com), or from Lead Counsel's websites, [www.bernlieb.com](http://www.bernlieb.com) and [www.labaton.com](http://www.labaton.com). You can request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at (877) 545-0231. Please read the instructions contained in the Claim Form carefully, fill out the Claim Form, include all the documents the form requests, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or submitted online no later than July 16, 2020**.

#### **9. When will I receive my payment?**

33. The Court will hold a Settlement Hearing on **July 21, 2020 at 10:00 a.m.** to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It also takes a long time for all of the Claim Forms to be accurately reviewed and processed. Please be patient.

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

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

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

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

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

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

Lead Plaintiffs, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants’ Claims, but Lead Plaintiffs and Defendants shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants’ Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiffs and Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was a material element of the Settlement.

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



## **EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS**

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

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

37. To exclude yourself from the Settlement Class, you must mail a signed letter stating that you “request to be excluded from the Settlement Class in *Miguel Avila, et al. v. LifeLock, Inc., et al.*, Case No. 2:15-cv-01398-SRB (D. Ariz).” You cannot exclude yourself by telephone or e-mail. Each request for exclusion must also: (i) state the name, address, and telephone number of the person or entity requesting exclusion; (ii) state the number of LifeLock publicly traded common stock, call options, or put options the person or entity purchased, acquired, and sold during the Class Period, as well as the dates and prices of each such purchase, acquisition and sale; and (iii) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion must be mailed, so that it is **received no later than June 30, 2020**, to:

*LifeLock Securities Litigation*  
*EXCLUSIONS*  
c/o JND Legal Administration  
PO Box 91368  
Seattle, WA 98111

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

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

## **THE LAWYERS REPRESENTING YOU**

### **12. Do I have a lawyer in this case?**

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

### **13. How will the lawyers be paid?**

40. Plaintiffs’ Counsel have not received any payment for their services in pursuing the claims against Defendants on behalf of the Settlement Class, nor have they been paid for their litigation expenses. Lead Counsel will ask the Court to award Plaintiffs’ Counsel attorneys’ fees of no more than 30% of the Settlement Fund, which will include any accrued interest. Plaintiffs’ Counsel are Bernstein Liebhart LLP, Labaton Sucharow LLP, and Bonnett, Fairbourn, Friedman, & Balint, P.C. No other attorneys will share in the fee awarded by the Court. Lead Counsel will also seek payment of litigation expenses incurred by Plaintiffs’ Counsel in the prosecution of the Action of no more than \$350,000, plus accrued interest, which may include an application in accordance with the PSLRA for the reasonable costs and expenses of Lead Plaintiffs directly related to their representation of the Settlement Class.

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

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

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

42. To object, you must send a signed letter stating that you object to the proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application in “*Miguel Avila, et al. v. LifeLock, Inc., et al.*, Case No. 2:15-cv-01398-SRB (D. Ariz).” Your objection must state why you are objecting and whether your objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class. The objection must also: (i) include the name, address, and telephone number of the person or entity objecting; (ii) contain a statement of the objection and the specific reasons for it, including any legal and evidentiary support (including witnesses) the Settlement Class Member wishes to bring to the Court’s attention; and (iii) include documentation identifying the number of LifeLock publicly traded common stock, call options, and/or put options the person or entity purchased, acquired, and sold during the Class Period, as well as the dates and prices of each such purchase, acquisition and sale. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or Lead Counsel’s Fee and Expense Application. Your objection must be filed with the Court at the address below, either by mail or in person, **no later than June 30, 2020 and** mailed or delivered to each of the following counsel so that it is **received no later than June 30, 2020:**

Court	Lead Counsel	Defendants’ Counsel Representatives
<p align="center"><b>Clerk of the Court</b>                      United States District Court                      District of Arizona                      Sandra Day O’Connor U.S.                      Courthouse, Suite 130, SPC 1                      401 West Washington Street,                      Phoenix, Arizona 85003</p>	<p align="center"><b>Bernstein Liebhard LLP</b>                      Michael S. Bigin, Esq.                      10 East 40<sup>th</sup> Street                      New York, NY 10016</p> <p align="center"><b>Labaton Sucharow LLP</b>                      Carol C. Villegas, Esq.                      140 Broadway                      New York, NY 10005</p>	<p align="center"><b>Wilson Sonsini Goodrich &amp; Rosati</b>                      Boris Feldman, Esq.                      650 Page Mill Road                      Palo Alto, CA 94304</p>

**15. What is the difference between objecting and seeking exclusion?**

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

## THE SETTLEMENT HEARING

### **16. When and where will the Court decide whether to approve the proposed Settlement?**

44. The Court will hold the Settlement Hearing on **July 21, 2020 at 10:00 a.m.** at the United States District Court for the District of Arizona, Sandra Day O'Connor U.S. Courthouse, Suite 522, 401 West Washington Street, Phoenix, Arizona, 85003. At this hearing, the Court will consider, whether: (i) the Settlement is fair, reasonable and adequate, and should be finally approved; (ii) the Plan of Allocation is fair and reasonable, and should be approved; and (iii) Lead Counsel's Fee and Expense Application is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 14 above. We do not know how long it will take the Court to make these decisions.

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

### **17. Do I have to come to the Settlement Hearing?**

46. No. Lead Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to Court to discuss it. You may have your own lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 18 below **no later than June 30, 2020**.

### **18. May I speak at the Settlement Hearing?**

47. You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* Question 14), **no later than June 30, 2020** a statement that you, or your attorney, intend to appear in "*Miguel Avila, et al. v. LifeLock, Inc., et al.*, Case No. 2:15-cv-01398-SRB (D. Ariz)." Persons who intend to present evidence at the Settlement Hearing must also include in their objections the identities of any witnesses they may wish to call to testify and any exhibits they intend to introduce into evidence at the hearing. You may not speak at the Settlement Hearing if you exclude yourself or if you have not provided written notice in accordance with the procedures described in this Question 18 and Question 14 above.

## IF YOU DO NOTHING

### **19. What happens if I do nothing at all?**

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

## **GETTING MORE INFORMATION**

### **20. Are there more details about the Settlement?**

49. This Notice summarizes the proposed Settlement. More details are in the Stipulation. Lead Counsel's motions in support of final approval of the Settlement, the request for attorneys' fees and litigation expenses, and approval of the proposed Plan of Allocation will be filed with the Court no later than June 16, 2020 and be available from Lead Counsel, the Claims Administrator, or the Court, pursuant to the instructions below.

50. You may review the Stipulation or documents filed in the case at the Office of the Clerk, United States District Court for the District of Arizona, Sandra Day O'Connor U.S. Courthouse, Suite 130, 401 West Washington Street, SPC 1, Phoenix, Arizona, 85003, on weekdays (other than court holidays) between 9:00 a.m. and 4:00 p.m. Subscribers to PACER can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

51. You can also get a copy of the Stipulation and other case documents by calling the Claims Administrator toll free at (877) 545-0231; writing to the Claims Administrator at *LifeLock Securities Litigation*, c/o JND Legal Administration, PO Box 91368, Seattle, WA 98111; or visiting the website dedicated to the Settlement, [www.LifeLockSecuritiesLitigation.com](http://www.LifeLockSecuritiesLitigation.com) or the websites of Lead Counsel, [www.bernlieb.com](http://www.bernlieb.com) and [www.labaton.com](http://www.labaton.com).

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

### **PLAN OF ALLOCATION OF NET SETTLEMENT FUND**

### **21. How will my claim be calculated?**

52. As discussed above, the Settlement Amount and any interest it earns constitute the Settlement Fund. The Settlement Fund, after the deduction of Court-approved attorneys' fees and litigation expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court, is the Net Settlement Fund. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants – *i.e.*, members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment – in accordance with this proposed Plan of Allocation or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the Settlement website, [www.LifeLockSecuritiesLitigation.com](http://www.LifeLockSecuritiesLitigation.com).

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

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

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respect to put options, those options must have been sold (written) during the Class Period and not closed through at least one of the alleged corrective disclosures. If **both** your purchase/acquisition/open **and** sale/closing positions occurred within the same trading period, as noted in the applicable Table (*see* below), your Recognized Loss Amount for that purchase/acquisition/open position is zero.

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

### **CALCULATION OF RECOGNIZED LOSS AMOUNTS**

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

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

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

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

### **COMMON STOCK CALCULATIONS**

60. If **both** your purchase/acquisition/open **and** sale/closing positions occurred within the same trading period, as noted in the applicable Table (*see* below), your Recognized Loss Amount for that purchase/acquisition/open position is zero. For each share of LifeLock common stock purchased or otherwise acquired during the Class Period and sold before the close of trading on October 16, 2015, an "Out of Pocket Loss" will be calculated. Out of Pocket Loss is defined as the purchase price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees,

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

taxes, and commissions). To the extent that the calculation of the Out of Pocket Loss results in a negative number, that number shall be set to zero.

**61. For each share of LifeLock publicly traded common stock purchased or acquired from July 31, 2014 through and including July 21, 2015 prior to 1:46 p.m. ET<sup>4</sup> and:**

- A. Sold before the opening of trading on February 11, 2015, the Recognized Loss Amount for each such share shall be zero.
- B. Sold after the opening of trading on February 11, 2015 and before the release of corrective information on July 21, 2015 (at 1:46 p.m. ET), the Recognized Loss Amount for each such share shall be *the lesser of*:
  1. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below *minus* the dollar artificial inflation applicable to each such share on the date of sale as set forth in **Table 1** below; or
  2. the Out of Pocket Loss.
- C. Sold after the release of corrective information on July 21, 2015 (at 1:46 p.m. ET) and before the close of trading on October 16, 2015, the Recognized Loss Amount for each such share shall be *the least of*:
  1. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below; or
  2. the actual purchase/acquisition price of each such share *minus* the average closing price from July 21, 2015, up to the date of sale as set forth in **Table 2** below; or
  3. the Out of Pocket Loss.
- D. Held as of the close of trading on October 16, 2015, the Recognized Loss Amount for each such share shall be *the lesser of*:
  1. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below; or
  2. the actual purchase/acquisition price of each such share *minus* \$8.45.<sup>5</sup>

**62. For each share of LifeLock publicly traded common stock purchased or acquired on July 21, 2015 at or after 1:46 p.m. ET, when allegedly corrective information was released to the market, the Recognized Loss Amount for each such share shall be zero.**

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<sup>4</sup> For purposes of this Plan of Allocation, the Claims Administrator will assume that any shares purchased/acquired or sold on July 21, 2015 at any price less than \$15.93 per share occurred after the allegedly corrective information was released to the market at or after 1:46 p.m. ET, and that any shares purchased/acquired or sold on July 21, 2015 at any price equal to or greater than \$15.93 per share occurred before the release of the allegedly corrective information at 1:46 p.m. ET.

<sup>5</sup> Pursuant to Section 21D(e)(1) of the Exchange Act, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of LifeLock common stock during the “90-day look-back period,” July 21, 2015 through October 16, 2015. The mean (average) closing price for LifeLock common stock during the 90-day look-back period (July 21, 2015 through October 16, 2015) was \$8.45.

**TABLE 1**

**LifeLock Common Stock Artificial Inflation  
For Purposes of Calculating Purchase and Sale Inflation**

Trade Date	Artificial Inflation Per Share
July 31, 2014 – February 10, 2015	\$8.88
February 11, 2015 – July 21, 2015 (prior to 1:46 p.m. ET)	\$7.89

**PUBLICLY TRADED CALL AND PUT OPTIONS CALCULATIONS**

63. Publicly traded options are traded in units called “contracts,” which entitle the holder to buy (in the case of a call option) or sell (in the case of a put option) 100 shares of the underlying security, which in this case is LifeLock common stock. Throughout this Plan of Allocation, all price quotations of publicly traded options are per share of the underlying security (i.e., 1/100 of a contract).

64. Each option contract specifies a strike price and an expiration date. Contracts with the same strike price and expiration date are referred to as a “series.” Under the Plan of Allocation, the dollar artificial inflation per share (i.e., 1/100 of a contract) for each series of LifeLock call options and the dollar artificial deflation per share (i.e., 1/100 of a contract) for each series of LifeLock put options has been calculated by Lead Plaintiffs’ damages expert.

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

66. Table 3 sets forth the dollar artificial inflation per share in LifeLock call options during the Class Period. Table 4 sets forth the dollar artificial deflation per share in LifeLock put options during the Class Period. Tables 3 and 4 list only series of LifeLock options that expired on or after February 11, 2015 – the date of the first alleged corrective disclosure. If **both** your purchase/acquisition/open **and** sale/closing positions occurred within the same trading period, as noted in the applicable Table (*see* below), your Recognized Loss Amount for that purchase/acquisition/open position is zero.

67. For each LifeLock call option purchased or otherwise acquired during the Class Period and closed (through sale, exercise, or expiration) on or after February 11, 2015 and before 1:46 p.m. ET on July 21, 2015, and for each LifeLock put option sold (written) during the Class Period and closed (through purchase, exercise, or expiration) on or after February 11, 2015 and before 1:46 p.m. ET on July 21, 2015, an “Out of Pocket Loss” will be calculated. For LifeLock call options closed through sale, the Out of Pocket Loss is the purchase/acquisition price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). For LifeLock call options closed through exercise or expiration, the Out of Pocket Loss is the purchase/acquisition price (excluding all fees, taxes, and commissions) minus the value per option on the date of exercise or expiration.<sup>6</sup> For LifeLock put options closed through purchase, the Out of Pocket Loss is the purchase/acquisition price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions).<sup>7</sup> For LifeLock put options closed through exercise or expiration, the Out of Pocket Loss is the value per option on the date of exercise or expiration minus the sale price (excluding all fees, taxes, and commissions). To the extent that the calculation of the Out of Pocket Loss results in a negative number, that number shall be set to zero.

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

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<sup>6</sup> The “value” of the call option on the date of exercise or expiration shall be the closing price of LifeLock common stock on the date of exercise or expiration minus the strike price of the option. If this number is less than zero, the value of the call option is zero.

<sup>7</sup> The “value” of the put option on the date of exercise or expiration shall be the strike price of the option minus the closing price of LifeLock common stock on the date of exercise or expiration. If this number is less than zero, the value of the call option is zero.

- A. Closed (through sale, exercise, or expiration) prior to February 11, 2015, the Recognized Loss Amount for each such share shall be zero.
- B. Closed (through sale, exercise, or expiration) on or after February 11, 2015 and prior to the release of corrective information on July 21, 2015 (at 1:46 p.m. ET), the Recognized Loss Amount for each such share shall be *the lesser of*:
  - 1. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 3** below *minus* the dollar artificial inflation applicable to each such share on the date of close as set forth in **Table 3** below; or
  - 2. the Out of Pocket Loss.
- C. Open as of the release of corrective information on July 21, 2015 (at 1:46 p.m. ET), the Recognized Loss Amount for each such share shall be *the lesser of*:
  - 1. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 3** below; or
  - 2. the actual purchase/acquisition price of each such share *minus* the closing price on July 21, 2015 (i.e., the “Holding Price”) as set forth in **Table 3** below.

69. **For each LifeLock publicly traded call option purchased or acquired on July 21, 2015 at or after 1:46 p.m. ET, when allegedly corrective information was released to the market, the Recognized Loss Amount for each such share shall be zero.**

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

- A. Closed (through purchase, exercise, or expiration) prior to February 11, 2015, the Recognized Loss Amount for each such share shall be zero.
- B. Closed (through purchase, exercise, or expiration) on or after February 11, 2015 and prior to the release of corrective information on July 21, 2015 (at 1:46 p.m. ET), the Recognized Loss Amount for each such share shall be *the lesser of*:
  - 1. the dollar artificial deflation applicable to each such share on the date of sale (writing) as set forth in **Table 4** below *minus* the dollar artificial deflation applicable to each such share on the date of close as set forth in **Table 4** below; or
  - 2. the Out of Pocket Loss.
- C. Open as of the release of corrective information on July 21, 2015 (at 1:46 p.m. ET), the Recognized Loss Amount for each such share shall be *the lesser of*:
  - 1. the dollar artificial deflation applicable to each such share on the date of sale (writing) as set forth in **Table 4** below; or
  - 2. the closing price on July 21, 2015 (i.e., the “Holding Price”) as set forth in **Table 4** below minus the sale (writing) price.

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

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

#### **ADDITIONAL PROVISIONS OF THE PLAN OF ALLOCATION**

73. Publicly traded LifeLock common stock, call options, and put options are the only securities eligible for recovery under the Plan of Allocation. With respect to LifeLock common stock purchased or sold through the

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exercise of an option, the purchase/sale date of the LifeLock common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

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

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

76. If a claimant has “written” LifeLock call options, thereby having a short position in the call options, the date of covering such a written position is deemed to be the date of purchase or acquisition of the call option. The date on which the call option was written is deemed to be the date of sale of the call option. In accordance with the Plan of Allocation, the earliest Class Period purchases or acquisitions shall be matched against such short positions in accordance with the FIFO matching described above and any portion of such purchases or acquisitions that cover such short positions will not be entitled to recovery.

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

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

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

80. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, the Claims Administrator shall, if feasible and economical after payment of Notice and Administration Expenses, Taxes, and Attorneys’ Fees and Expenses, if any, redistribute such balance among Authorized Claimants who have cashed their initial checks in an equitable and economic fashion. Once it is no longer feasible or economical to make further distributions, any balance that still remains in the Net Settlement Fund after such re-distribution(s) and after payment of outstanding Notice and Administration Expenses, Taxes, and Attorneys’ Fees and Expenses, if any, shall be contributed to a non-sectarian, not-for-profit charitable organization serving the public interest designated by Lead Plaintiffs and approved by the Court.

81. Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiffs, Plaintiffs’ Counsel, their damages expert, Claims Administrator, or other agent designated by Lead Counsel, arising from

determinations or distributions to claimants made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Lead Plaintiffs, Defendants, and all other Released Defendant Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the Plan of Allocation or the determination, administration, calculation, or payment of any Claim Form or non-performance of the Claims Administrator, the payment or withholding of Taxes owed by the Settlement Fund or any losses incurred in connection therewith.

**SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES**

82. If you purchased or otherwise acquired LifeLock publicly traded common stock and/or call options and/or sold LifeLock publicly traded put options during the Class Period for the beneficial interest of a person or entity other than yourself, the Court has directed that **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, YOU MUST EITHER:** (a) provide to the Claims Administrator the name and last known address of each such person or entity; or (b) request additional copies of this Notice and the Claim Form from the Claims Administrator, which will be provided to you free of charge, and **WITHIN SEVEN (7) DAYS** of receipt, mail the Notice and Claim Form directly to all such persons or entities. If they are available, you must also provide the Claims Administrator with the e-mails of the beneficial owners. If you choose to follow procedure (b), the Court has also directed that, upon making that mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names and mailing addresses used. Upon full and timely compliance with these directions, you may seek reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, upon request and submission of appropriate documentation. All communications concerning the foregoing should be addressed to the Claims Administrator: *LifeLock Securities Litigation*, c/o JND Legal Administration, PO Box 91368, Seattle, WA 98111, (877) 545-0231, LIFSecurities@JNDLA.com, www.LifeLockSecuritiesLitigation.com.

Dated: April 24, 2020

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

**TABLE 2**  
**LifeLock Common Stock Closing Price and Average Closing Price**  
**July 21, 2015 – October 16, 2015**

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between July 21, 2015 and Date Shown</b>	<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price Between July 21, 2015 and Date Shown</b>
7/21/2015	\$8.15	\$8.15	9/3/2015	\$8.52	\$7.90
7/22/2015	\$8.90	\$8.53	9/4/2015	\$8.54	\$7.92
7/23/2015	\$8.03	\$8.36	9/8/2015	\$8.59	\$7.94
7/24/2015	\$7.79	\$8.22	9/9/2015	\$8.75	\$7.96
7/27/2015	\$7.74	\$8.12	9/10/2015	\$8.76	\$7.99
7/28/2015	\$7.71	\$8.05	9/11/2015	\$8.87	\$8.01
7/29/2015	\$8.57	\$8.13	9/14/2015	\$9.20	\$8.04
7/30/2015	\$8.05	\$8.12	9/15/2015	\$9.06	\$8.06
7/31/2015	\$7.92	\$8.10	9/16/2015	\$9.09	\$8.09
8/3/2015	\$7.55	\$8.04	9/17/2015	\$9.26	\$8.12
8/4/2015	\$7.60	\$8.00	9/18/2015	\$9.19	\$8.14
8/5/2015	\$7.67	\$7.97	9/21/2015	\$9.14	\$8.17
8/6/2015	\$7.69	\$7.95	9/22/2015	\$8.81	\$8.18
8/7/2015	\$7.55	\$7.92	9/23/2015	\$8.73	\$8.19
8/10/2015	\$7.61	\$7.90	9/24/2015	\$8.84	\$8.21
8/11/2015	\$7.61	\$7.88	9/25/2015	\$8.63	\$8.21
8/12/2015	\$7.46	\$7.86	9/28/2015	\$8.44	\$8.22
8/13/2015	\$7.38	\$7.83	9/29/2015	\$8.51	\$8.22
8/14/2015	\$7.32	\$7.81	9/30/2015	\$8.76	\$8.24
8/17/2015	\$7.44	\$7.79	10/1/2015	\$8.76	\$8.25
8/18/2015	\$7.66	\$7.78	10/2/2015	\$8.98	\$8.26
8/19/2015	\$7.69	\$7.78	10/5/2015	\$9.19	\$8.28
8/20/2015	\$7.70	\$7.77	10/6/2015	\$9.19	\$8.29
8/21/2015	\$8.06	\$7.79	10/7/2015	\$9.53	\$8.32
8/24/2015	\$7.87	\$7.79	10/8/2015	\$9.60	\$8.34
8/25/2015	\$7.83	\$7.79	10/9/2015	\$9.72	\$8.36
8/26/2015	\$8.01	\$7.80	10/12/2015	\$9.71	\$8.38
8/27/2015	\$8.21	\$7.81	10/13/2015	\$9.60	\$8.40
8/28/2015	\$8.39	\$7.83	10/14/2015	\$9.40	\$8.42
8/31/2015	\$8.45	\$7.85	10/15/2015	\$9.36	\$8.44
9/1/2015	\$8.28	\$7.87	10/16/2015	\$9.20	\$8.45
9/2/2015	\$8.41	\$7.88			

**TABLE 3****LifeLock Call Option Artificial Inflation per Share and Holding Prices**

Expiration Date	Strike Price	Call Option Artificial Inflation per Share During Trading Periods		Holding Value
		July 31, 2014 – February 10, 2015	February 11, 2015 – July 21, 2015 (prior to 1:46 p.m. ET)	
2/20/2015	\$10.00	\$1.20	\$0.00	\$0.00
2/20/2015	\$11.00	\$1.18	\$0.00	\$0.00
2/20/2015	\$12.00	\$1.23	\$0.00	\$0.00
2/20/2015	\$13.00	\$1.25	\$0.00	\$0.00
2/20/2015	\$14.00	\$1.10	\$0.00	\$0.00
2/20/2015	\$15.00	\$0.88	\$0.00	\$0.00
2/20/2015	\$16.00	\$0.50	\$0.00	\$0.00
2/20/2015	\$17.00	\$0.25	\$0.00	\$0.00
2/20/2015	\$18.00	\$0.15	\$0.00	\$0.00
2/20/2015	\$19.00	\$0.05	\$0.00	\$0.00
2/20/2015	\$20.00	\$0.08	\$0.00	\$0.00
2/20/2015	\$22.00	\$0.03	\$0.00	\$0.00
3/20/2015	\$10.00	\$1.25	\$0.00	\$0.00
3/20/2015	\$11.00	\$1.20	\$0.00	\$0.00
3/20/2015	\$13.00	\$1.13	\$0.00	\$0.00
3/20/2015	\$14.00	\$0.93	\$0.00	\$0.00
3/20/2015	\$15.00	\$0.75	\$0.00	\$0.00
3/20/2015	\$16.00	\$0.55	\$0.00	\$0.00
3/20/2015	\$17.00	\$0.33	\$0.00	\$0.00
3/20/2015	\$18.00	\$0.18	\$0.00	\$0.00
3/20/2015	\$19.00	\$0.08	\$0.00	\$0.00
5/15/2015	\$9.00	\$1.25	\$0.00	\$0.00
5/15/2015	\$10.00	\$1.15	\$0.00	\$0.00
5/15/2015	\$11.00	\$1.15	\$0.00	\$0.00
5/15/2015	\$12.00	\$1.15	\$0.00	\$0.00
5/15/2015	\$13.00	\$0.93	\$0.00	\$0.00
5/15/2015	\$14.00	\$0.83	\$0.00	\$0.00
5/15/2015	\$15.00	\$0.70	\$0.00	\$0.00
5/15/2015	\$16.00	\$0.60	\$0.00	\$0.00
5/15/2015	\$17.00	\$0.43	\$0.00	\$0.00
5/15/2015	\$18.00	\$0.38	\$0.00	\$0.00
5/15/2015	\$19.00	\$0.30	\$0.00	\$0.00
5/15/2015	\$20.00	\$0.18	\$0.00	\$0.00
5/15/2015	\$21.00	\$0.15	\$0.00	\$0.00
5/15/2015	\$22.00	\$0.08	\$0.00	\$0.00
5/15/2015	\$23.00	\$0.03	\$0.00	\$0.00
8/21/2015	\$7.00	\$0.00	\$7.18	\$1.80
8/21/2015	\$8.00	\$7.91	\$6.81	\$1.18

Questions? Please visit [www.LifeLockSecuritiesLitigation.com](http://www.LifeLockSecuritiesLitigation.com) or call toll-free at (877) 545-0231

**TABLE 3**  
**LifeLock Call Option Artificial Inflation per Share and Holding Prices**

Expiration Date	Strike Price	Call Option Artificial Inflation per Share During Trading Periods		Holding Value
		July 31, 2014 – February 10, 2015	February 11, 2015 – July 21, 2015 (prior to 1:46 p.m. ET)	
8/21/2015	\$9.00	\$7.34	\$6.19	\$0.80
8/21/2015	\$10.00	\$6.64	\$5.49	\$0.50
8/21/2015	\$11.00	\$5.79	\$4.64	\$0.35
8/21/2015	\$12.00	\$4.97	\$3.92	\$0.13
8/21/2015	\$13.00	\$4.12	\$2.97	\$0.13
8/21/2015	\$14.00	\$3.02	\$2.07	\$0.10
8/21/2015	\$15.00	\$2.27	\$1.42	\$0.05
8/21/2015	\$16.00	\$1.50	\$0.77	\$0.03
8/21/2015	\$17.00	\$0.97	\$0.37	\$0.03
8/21/2015	\$18.00	\$0.47	\$0.12	\$0.03
8/21/2015	\$19.00	\$0.42	\$0.02	\$0.03
8/21/2015	\$20.00	\$0.32	\$0.05	\$0.03
8/21/2015	\$21.00	\$0.20	\$0.07	\$0.03
8/21/2015	\$22.00	\$0.20	\$0.07	\$0.03
8/21/2015	\$23.00	\$0.20	\$0.07	\$0.03
8/21/2015	\$24.00	\$0.10	\$0.07	\$0.03
11/20/2015	\$8.00	\$0.00	\$6.24	\$1.80
11/20/2015	\$9.00	\$0.00	\$5.69	\$1.35
11/20/2015	\$10.00	\$0.00	\$4.96	\$1.08
11/20/2015	\$11.00	\$0.00	\$4.34	\$0.80
11/20/2015	\$12.00	\$0.00	\$3.77	\$0.53
11/20/2015	\$13.00	\$0.00	\$3.02	\$0.48
11/20/2015	\$14.00	\$0.00	\$2.37	\$0.33
11/20/2015	\$15.00	\$0.00	\$1.65	\$0.35
11/20/2015	\$16.00	\$0.00	\$1.22	\$0.23
11/20/2015	\$17.00	\$0.00	\$0.80	\$0.20
11/20/2015	\$18.00	\$0.00	\$0.50	\$0.18
11/20/2015	\$19.00	\$0.00	\$0.25	\$0.23
11/20/2015	\$20.00	\$0.00	\$0.20	\$0.13
2/19/2016	\$13.00	\$0.00	\$3.09	\$0.65
2/19/2016	\$14.00	\$0.00	\$2.42	\$0.65
2/19/2016	\$16.00	\$0.00	\$1.45	\$0.43
2/19/2016	\$17.00	\$0.00	\$0.97	\$0.43
2/19/2016	\$18.00	\$0.00	\$0.65	\$0.43
2/19/2016	\$19.00	\$0.00	\$0.47	\$0.33
2/19/2016	\$20.00	\$0.00	\$0.37	\$0.30

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**TABLE 4**  
**LifeLock Put Option Artificial Deflation per Share and Holding Prices**

Expiration Date	Strike Price	Put Option Artificial Deflation per Share During Trading Periods		Holding Value
		July 31, 2014 – February 10, 2015	February 11, 2015 – July 21, 2015 (prior to 1:46 p.m. ET)	
2/20/2015	\$10.00	\$0.03	\$0.00	\$0.00
2/20/2015	\$15.00	\$0.18	\$0.00	\$0.00
2/20/2015	\$16.00	\$0.53	\$0.00	\$0.00
2/20/2015	\$17.00	\$0.80	\$0.00	\$0.00
2/20/2015	\$18.00	\$0.98	\$0.00	\$0.00
2/20/2015	\$19.00	\$1.05	\$0.00	\$0.00
3/20/2015	\$12.00	\$0.05	\$0.00	\$0.00
3/20/2015	\$14.00	\$0.15	\$0.00	\$0.00
3/20/2015	\$15.00	\$0.28	\$0.00	\$0.00
3/20/2015	\$16.00	\$0.55	\$0.00	\$0.00
5/15/2015	\$10.00	\$0.05	\$0.00	\$0.00
5/15/2015	\$11.00	\$0.13	\$0.00	\$0.00
5/15/2015	\$12.00	\$0.15	\$0.00	\$0.00
5/15/2015	\$13.00	\$0.20	\$0.00	\$0.00
5/15/2015	\$14.00	\$0.33	\$0.00	\$0.00
5/15/2015	\$15.00	\$0.40	\$0.00	\$0.00
5/15/2015	\$16.00	\$0.60	\$0.00	\$0.00
5/15/2015	\$17.00	\$0.73	\$0.00	\$0.00
5/15/2015	\$18.00	\$0.70	\$0.00	\$0.00
5/15/2015	\$19.00	\$0.75	\$0.00	\$0.00
5/15/2015	\$20.00	\$0.95	\$0.00	\$0.00
5/15/2015	\$22.00	\$1.05	\$0.00	\$0.00
8/21/2015	\$7.00	\$0.00	\$0.42	\$0.48
8/21/2015	\$9.00	\$1.50	\$1.42	\$1.53
8/21/2015	\$10.00	\$2.37	\$2.19	\$2.30
8/21/2015	\$11.00	\$3.14	\$2.97	\$3.08
8/21/2015	\$12.00	\$4.04	\$3.84	\$3.95
8/21/2015	\$13.00	\$4.99	\$4.69	\$4.85
8/21/2015	\$14.00	\$5.94	\$5.64	\$5.85
8/21/2015	\$15.00	\$6.96	\$6.49	\$6.90
8/21/2015	\$16.00	\$7.76	\$7.03	\$7.75
8/21/2015	\$17.00	\$8.01	\$7.26	\$8.65
8/21/2015	\$18.00	\$8.31	\$7.46	\$9.65
8/21/2015	\$20.00	\$8.58	\$7.63	\$11.70
8/21/2015	\$25.00	\$8.73	\$7.58	\$16.60
9/18/2015	\$16.00	\$0.00	\$6.83	\$7.75
11/20/2015	\$9.00	\$0.00	\$1.90	\$2.05

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**TABLE 4**  
**LifeLock Put Option Artificial Deflation per Share and Holding Prices**

Expiration Date	Strike Price	Put Option Artificial Deflation per Share During Trading Periods		Holding Value
		July 31, 2014 – February 10, 2015	February 11, 2015 – July 21, 2015 (prior to 1:46 p.m. ET)	
11/20/2015	\$10.00	\$0.00	\$2.52	\$2.70
11/20/2015	\$11.00	\$0.00	\$3.22	\$3.45
11/20/2015	\$12.00	\$0.00	\$3.97	\$4.30
11/20/2015	\$13.00	\$0.00	\$4.71	\$5.15
11/20/2015	\$14.00	\$0.00	\$5.36	\$6.05
11/20/2015	\$15.00	\$0.00	\$5.99	\$7.00
11/20/2015	\$16.00	\$0.00	\$6.49	\$7.90
11/20/2015	\$17.00	\$0.00	\$6.81	\$8.80
11/20/2015	\$18.00	\$0.00	\$7.11	\$9.75
11/20/2015	\$20.00	\$0.00	\$7.43	\$11.65
11/20/2015	\$21.00	\$0.00	\$7.78	\$12.90
2/19/2016	\$12.00	\$0.00	\$4.12	\$4.55
2/19/2016	\$14.00	\$0.00	\$5.29	\$6.25
2/19/2016	\$15.00	\$0.00	\$5.81	\$7.15
2/19/2016	\$16.00	\$0.00	\$6.29	\$8.10
2/19/2016	\$21.00	\$0.00	\$7.53	\$12.80