

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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

**FINAL ORDER AND  
JUDGMENT**

**WHEREAS:**

A. As of March 27, 2020, Oklahoma Police Pension and Retirement System and Oklahoma Firefighters Pension and Retirement System (collectively, “Lead Plaintiffs”) and all other members of the Settlement Class, on the one hand, and LifeLock, Inc. (“LifeLock,” or “the Company”), Todd Davis, Chris Power, and Hilary Schneider (collectively, “Defendants”), on the other, entered into a Stipulation and Agreement of Settlement (the “Stipulation”) in the above-titled litigation (the “Action”);

B. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, entered April 3, 2020 (the “Preliminary Approval Order”), the Court scheduled a hearing for July 21, 2020, at 10:00 a.m. (the “Settlement Hearing”) to, among other things: (i) determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate, and

1 should be approved by the Court; (ii) determine whether a judgment as provided for in the  
2 Stipulation should be entered; and (iii) rule on Lead Counsel’s Fee and Expense  
3 Application;

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

15 D. The Notice and the Summary Notice advised potential Settlement Class  
16 Members of the date, time, place, and purpose of the Settlement Hearing. The Notice  
17 further advised that any objections to the Settlement were required to be filed with the  
18 Court and served on counsel for the Parties such that they were received by June 30, 2020;

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

21 F. On June 16, 2020, Lead Plaintiffs moved for final approval of the  
22 Settlement, as set forth in the Preliminary Approval Order. The Settlement Hearing was  
23 duly held before this Court on July 21, 2020, at which time all interested Persons were  
24 afforded the opportunity to be heard; and

25 G. This Court has duly considered Lead Plaintiffs’ motion for final approval of  
26 the Settlement, the affidavits, declarations, memoranda of law submitted in support  
27 thereof, the Stipulation, and all of the submissions and arguments presented with respect to  
28 the proposed Settlement;

1 NOW, THEREFORE, after due deliberation, IT IS ORDERED, ADJUDGED  
2 AND DECREED that:

3 1. This Judgment incorporates and makes a part hereof: (i) the Stipulation  
4 filed with the Court on April 3, 2020; and (ii) the Notice, which was filed with the Court  
5 on June 16, 2020. Capitalized terms not defined in this Judgment shall have the meaning  
6 set forth in the Stipulation.

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

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

25 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and for  
26 purposes of the Settlement only, the Court hereby re-affirms its determinations in the  
27 Preliminary Approval Order and finally certifies Oklahoma Police Pension and  
28 Retirement System and Oklahoma Firefighters Pension and Retirement System as Class

1 Representatives for the Settlement Class; and finally appoints the law firms of Bernstein  
2 Liebhard LLP and Labaton Sucharow LLP as Class Counsel for the Settlement Class and  
3 the law firm of Bonnett, Fairbourn, Friedman & Balint, P.C. as Liaison Counsel for the  
4 Settlement Class.

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

19         6. There has been one objection to the timing of the notice program, arising  
20 from the objector’s broker providing its clients’ mailing information to the Claims  
21 Administrator later than required by the Preliminary Approval Order, but two weeks  
22 before the objection period and thirty-one days before the claims deadline. The objection  
23 is hereby overruled given the findings set forth above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

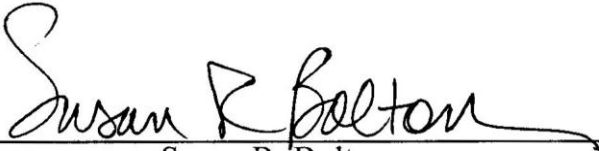
26 17. The Parties are hereby directed to consummate the Stipulation and to  
27 perform its terms.  
28

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

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

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated this 21st day of July, 2020.

  
\_\_\_\_\_  
Susan R. Bolton  
United States District Judge



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit A**

1. Carol A. Dunning, Clifton, NJ